

**CITY COUNCIL  
REGULAR MEETING AGENDA**

**COUNCIL CHAMBER, 401 CALIFORNIA AVENUE,  
BOULDER CITY NV 89005**

**SEPTEMBER 28, 2021 - 7:00 PM**

**The public may view the meeting live at the following link:**

**<https://www.bcnv.org/191/City-Council-Meeting-Live-Stream-Video>  
ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; 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.**

**CALL TO ORDER**

**CONFIRMATION OF POSTING AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**PUBLIC ANNOUNCEMENTS**

**PUBLIC COMMENT**

**PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE  
LIMITED TO MATTERS ON THE AGENDA FOR ACTION. EACH PERSON HAS  
UP TO FIVE MINUTES TO SPEAK ON A SPECIFIC AGENDA ITEM.**

**MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING WITHOUT  
BEING PHYSICALLY PRESENT BY ONE OF THE FOLLOWING METHODS:**

- Written comments may be submitted via the Public Comment Form  
(<https://www.bcnv.org/FormCenter/Contact-Forms-3/City-Council-Comment-Form-111>)
- To comment during the meeting, members of the public may call (702) 589-9629 when the public comment period is opened.

**FOR POSSIBLE ACTION: APPROVAL OF REGULAR AGENDA**

**FOR POSSIBLE ACTION: APPROVAL OF CONSENT AGENDA**

## CONSENT AGENDA

1. For possible action: Approval of minutes of the September 14, 2021 regular meeting
2. For possible action: Resolution No. 7337, a resolution of the City Council of Boulder City, Nevada, approving Consent Agreement for BFE, LLC Sublandlord of Boulder City Airport Properties to enter into a sublease agreement with Hansen Maintenance
3. For possible action: Resolution No. 7340, a resolution of the City Council of Boulder City, Nevada approving Interlocal Agreement No. 21-1946 with Clark County, Nevada to reimburse the City in the not-to-exceed amount of \$109,624.88 for law enforcement services within the Boulder City Conservation Easement and amending the revenues and expenses associated with this agreement
4. For possible action: Resolution No. 7341, a resolution of the City Council of Boulder City, Nevada approving a Special Event Promotion Grant in the amount of \$687.50 for the Boulder City Chautauqua Great American Humorists event
5. For possible action: Resolution No. 7342, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$200,000.00 for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget
6. For possible action: Items pertaining to the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR:
  - A. Resolution No. 7343, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to increase project funding in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget
  - B. Resolution No. 7344, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR
7. For possible action: Resolution No. 7345, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1949 (Interlocal Contract 1311) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$300,000.00 for the third annual Pedestrian



Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR, and amending both the revenues and expenditures of the Fiscal Year 2021-2022 capital budget

8. For possible action: Resolution No. 7346, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$100,000.00 for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget
9. For possible action: Resolution No. 7347, a resolution of the City Council of Boulder City, Nevada, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD
10. For possible action: Resolution No. 7348, a resolution of the City Council of Boulder City, Nevada authorizing City Staff to seek land appraisals as required by City Charter and NRS 268 of approximately 100 acres located approximately 0.6 miles south of Interstate 11 and US 95 Interchange on the west side of US 95 for purposes of solar energy development

## REGULAR AGENDA

11. Presentation by Communications Manager Lisa LaPlante regarding the August 2021 Strategic Plan Implementation Action Plan
12. For possible action: Consideration of Bill No. 1907, an ordinance of the City of Boulder City, Nevada approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street
13. For possible action: Resolution No. 7349, a resolution of the City Council of Boulder City, Nevada approving the creation of an emergency medical services subscription program
14. For possible action: Matters pertaining to the acceptance of the Fiscal Year 2020 Assistance to Firefighters Grant funding:

A. Resolution No. 7350, a resolution of the City Council of Boulder City, Nevada accepting the Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$147,952.38 for the purchase of new self-contained breathing apparatus for the Fire Department from the Federal Emergency Management Agency

B. Resolution No. 7351, a resolution of the City Council of Boulder City, Nevada approving the First Amendment to Purchase Agreement No. 21-1951 between the City of Boulder City, for the purchase of twenty-two self-contained breathing apparatus and associated accessories for a total amount of \$176,735.14

15. For possible action: Discussion and annual review of Lease Agreement No. 00-674A between the City of Boulder City and R/C Quarter-Scale Association of America and possible staff directive
16. Quarterly Report of City Manager Taylour Tedder's Annual Leave Per Employment Agreement
17. City Manager's Report:
  - A. Claims Paid, August 2021
  - B. Financial Report, August 2021

18. Public Comment

*Each person has up to five minutes to speak at the discretion of the Mayor/Chair. Comments made during the Public Comment period of the agenda may be on any subject. All remarks shall be addressed to the City Council/Board as a whole, not to any individual member of the Council/Board, of the audience, or of the City staff. There shall be no personal attacks against the Mayor, members of the City Council, the City staff, or any other individual. No person, other than members of the City Council and the person who has the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council without the permission of the Mayor or Presiding Officer. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.*

19. City Council's Report

Supporting material is on file and available for public inspection at the City Clerk's Office, 401 California Avenue, Boulder City, Nevada 89005 and the Boulder City website at [www.bcnv.org](http://www.bcnv.org), as per NRS 241. To request supporting material, please contact the City Clerk Tami McKay at (702) 293-9208 or [cityclerk@bcnv.org](mailto:cityclerk@bcnv.org).

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Clerk by telephoning (702) 293-9208 at least seventy-two hours in advance of the meeting.

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

Boulder City Hall, 401 California Avenue  
[www.bcnv.org](http://www.bcnv.org)  
<https://notice.nv.gov/>

## **Draft Minutes**

### **SUBJECT:**

For possible action: Approval of minutes of the September 14, 2021 regular meeting

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description		Type
📎	DRAFT Minutes 09-14-21	Cover Memo
📎	Written Public Comments	Cover Memo



**CITY COUNCIL  
REGULAR MEETING MINUTES**

**COUNCIL CHAMBER, 401 CALIFORNIA AVENUE  
BOULDER CITY, NEVADA 89005**

**Tuesday, September 14, 2021 – 7:00 PM**

**CALL TO ORDER**

The regular meeting of the Boulder City Council, County of Clark, State of Nevada, was called to order at 7:00 P.M., Tuesday, September 14, 2021, in the Council Chamber, City Hall, by Mayor McManus in due compliance with law, the Charter, and the Council's Rules of Procedure.

**CONFIRMATION OF POSTING AND ROLL CALL**

**Council members present:** Mayor Kiernan McManus, Council member James Howard Adams, Council member Claudia Bridges, Council member Mathew Fox, Council member Sherri Jorgensen (5)

**Absent:** None (0)

**Also present:** City Manager Taylour Tedder, City Clerk Tami McKay, City Attorney Michael Oh

(Staff was in City Hall in their respective offices streaming the meeting)

Mayor Kiernan McManus called the meeting to order.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Kurt Hedland from Bethany Baptist Church provided the invocation followed by the Pledge of Allegiance.

**PUBLIC ANNOUNCEMENTS**

None.

**PUBLIC COMMENT**

Mayor Kiernan McManus opened the public comment period.

Julian Shull, Boulder City resident and member of the Las Vegas Astronomical Society said he salutes the groups effort to preserve dark skies and said the reward would pay off. He said he had arranged star parties to elementary students. He said said he was a

member of the Astronomy Club in Las Vegas and invited everyone to a star party. He said there were a few amateur astronomers in town. He said he looked forward to dark skies and offered his assistance.

Blair Davenport said she was a member of the Historic Preservation Committee and the argument that an owner can do anything they want to their building or their property, as stated by one of the council members this evening at the RDA meeting, is not justification for permanently destroying the integrity of an historic building. Based on that argument, it appears the Council would approve all kinds of incompatible changes to our historic resources, and these changes are not what the community desires based on past work with the community and outreach to the community when it comes to preserving Boulder City's history. She said with respect to Night Skies, she looked forward to hearing from her colleague and said she supported Boulder City becoming designated as a Night Sky. She said the HPC could develop guidelines to help preserve, minimize glare and support warm glare which was complementary to retail. She said City Hall has lights that are glaring and do not support night skies. She said warmer lights would preserve the look of the historic buildings.

Judy Dechaine said until she hears the presentation offered by the State Treasurer's office, she was unsure of the projects to be included. She questioned if the funds could be used toward constructing a new pool. She said Dark Skies were important to past Council member Warren Harhay. She said the need for a Battalion Chief was another reason there should be a requirement to reside in Boulder City.

Jill Lagan, Boulder City Chamber of Commerce CEO, thanked Ashley Pipkin for her efforts and said she appreciated Night Skies because it was important to protect and preserve the sky. She said the State Treasurer's office had provided an earlier presentation and it was valuable information. She noted it was important residents complete their survey and offer ideas for the funding.

Mark Wells said he was in favor of Bill No.1907 and was grateful for the opportunity to purchase the property.

Anthony Freiss said he supported the efforts of Night Skies and said he preferred warmer lights.

No further comments were offered and public comment was closed.

#### **FOR POSSIBLE ACTION: APPROVAL OF REGULAR AGENDA**

City Manager Tedder asked that Item No. 6 be removed from the Agenda.

**Motion:** Remove Item No. 6 and Approve the Regular Agenda, as amended

**Moved by:** Mayor McManus      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

## **FOR POSSIBLE ACTION: APPROVAL OF CONSENT AGENDA**

**Motion:** Approve the Consent Agenda

**Moved by:** Council member Adams      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

## **CONSENT AGENDA**

1. For possible action: Approval of the following minutes:

- A. June 1, 2021, special meeting
- B. August 24, 2021, regular meeting

2. For possible action: Resolution No. 7326, a resolution of the City Council of Boulder City, Nevada converting 22 residential reservations to allotments for Construction Year 2021-22 for Boulder Hills Estates, BC No. 113 (AFDA-17-188)

A staff report was submitted by Community Development Director Michael Mays and included in the September 14, 2021, City Council Agenda packet.

3. For possible action: Resolution No. 7327, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1941, adopting the Clark County Regional Disaster Recovery Plan (Confidential per NRS 239C), dated February 2021

A staff report was submitted by Fire Chief Will Gray and included in the September 14, 2021, City Council Agenda packet.

4. For possible action: Resolution No. 7328, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 231 for the Sands Motel, 809 Nevada Way

A staff report was submitted by Economic Development Coordinator Raffi Festekjian and included in the September 14, 2021, City Council Agenda packet.

5. For possible action: Resolution No. 7329, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 232 for Faith Christian Church, 1100 Buchanan Boulevard

A staff report was submitted by Economic Development Coordinator Raffi Festekjian and included in the September 14, 2021, City Council Agenda packet.

6. For possible action: Resolution No. 7330, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 233 for 633 Nevada Way

A staff report was submitted by Economic Development Coordinator Raffi Festekjian and included in the September 14, 2021, City Council Agenda packet.

7. For possible action: Resolution No. 7331, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 234 for the property located at 524 Nevada Way

A staff report was submitted by Economic Development Coordinator Raffi Festekjian and included in the September 14, 2021, City Council Agenda packet.

8. For possible action: Resolution No. 7332, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1900A between the City of Boulder City and Border States Electric for maintenance, repair, and operations supplies: industrial, building, plumbing, electrical, and HVAC materials

A staff report was submitted by Community Development Director Keegan Littrell and included in the September 14, 2021, City Council Agenda packet.

9. For possible action: Resolution No. 7333, a resolution of the City Council of Boulder City, Nevada, approving a purchase order between the City of Boulder City and Hyrdo-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant

A staff report was submitted by Community Development Director Keegan Littrell and included in the September 14, 2021, City Council Agenda packet.

10. For possible action: Resolution No. 7334, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division

A staff report was submitted by Community Development Director Keegan Littrell and included in the September 14, 2021, City Council Agenda packet.

## **REGULAR AGENDA**

11. Presentation offered by Nevada State Treasurer's Office regarding federal funding from the Coronavirus State and Local Fiscal Recovery

A staff report was submitted by City Clerk Tami McKay and included in the September 14, 2021 City Council Agenda packet.

Kirsten Van Ry, Chief of Staff for the Nevada State Treasurer's Office, provided a PowerPoint presentation about the American Rescue Plan Act. She said Nevada was expected to receive \$6.7B which was an unprecedented opportunity. She provided information about funding existing or new programs for Non-discretionary aid, Quasi-discretionary aid and Discretionary aid. She stated the prioritization would be based on Nevada's basic needs, community, economy and quality of life. She said Step 1 would be a statewide listening tour to collect stakeholder input and community feedback on the effects of the pandemic and what programs and services would aid in recovery; Step 2 listening tour input would be collected and summarized into comprehensive roadmap; and Step 3 included finalizing the roadmap to design and create new programs and services that will be funded through ARPA. She said it was important to provide feedback and encouraged everyone to take the short survey at <https://nevadarecovers.com/>.

Mayor McManus thanked Ms. Van Ry for taking the time to present to Boulder City.

Council member Adams asked why transportation was only receiving a small portion of funding since they had had been hit really hard by the pandemic. He said transportation was essential and it was concerning to him. He also noted he was a performer and musician and had faced a lot of difficulty due to the pandemic. He asked if there was consideration given to extending unemployment funds to the Arts?

Ms. Van Ry said she was presenting a time-shot and funding may be increased in the future if transportation projects were ranked as a priority. She also noted they were also aware of the issues and challenges regarding the Unemployment System.

Mayor McManus said with respect to his prior service on the Regional Transportation Commission Board, he learned different funding was available to the RTC in addition to the funding being considered by the State. He said it was important to determine appropriate programs. He asked if infrastructure funding would be applicable to rebuilding a new pool. He also noted the Southern Nevada Railroad Museum expansion



project and asked if funding would be made available to that project. He encouraged everyone to review the plan and provide feedback.

Ms. Van Ry said in regards to the Southern Nevada Railroad Museum, funding would be available for tourism.

In response to Mayor McManus, Ms. Van Ry said ARPAA funds must be allocated by December 2024 and spent by December 2026.

Council member Bridges asked about technology and structure to create a seamless distribution of funds.

In response to a question asked by Council member Bridges with respect to creating a seamless distribution of funds, Ms. Van Ry said more thought would be considered during the second phase. She said distribution of funds would be a fundamental design of the program.

In response to Council member Bridges, feedback will guide the process regarding social equity. She said it's an open discussion with residents throughout the State.

Mayor McManus said the City was separately receiving funding and said it was important to hear the needs of the community regarding local and State funds.

12. For possible action: Matters related to night sky friendly lighting and outdoor lighting standards (as requested by Council member Adams):

A staff report was submitted by Community Development Director Michael Mays and included in the September 14, 2021, City Council Agenda packet.

Council member Adams said he had been approached numerous time about the brightness of new LED lights installed. He said he lived in Flagstaff, Arizona and was familiar with night sky lighting.

- A. Receive presentation from Ashley Pipkin, Biologist for Night Skies Division, National Park Service, regarding benefits of Natural Night Skies for communities

Ashley Pipkin, National Park Service Biologist and resident, provided a PowerPoint presentation. She said she really cared about Boulder City and the benefits of Night Skies.

Council member Adams said he brought this item forward and encouraged Council to ask questions.

Council member Jorgensen thanked Ms. Pipkin for the informative presentation and asked what could be done about the LED lights throughout the city.

In response to Council member Jorgensen, Ms. Pipkin said dimmers could be used. She said they have a timer and could reduce the light by whatever percentage desired. She said lighting can be programmed to be lower during certain times. She said dimmers work on most LED lights, but would not work on warm lighting.

Council member Bridges thanked Ms. Pipkin for the presentation and thanked Council member Adams for bringing the matter forward. She said she had received complaints about bright lights on several occasions. She said she was aware most lights in Boulder City had been replaced with LED bulbs and asked if dimmers could be installed to reduce the brightness.

Ms. Pipkin said dimmers would not change the color from cool to warm, but it would reduce the intensity of the light. She said lower light levels also increase safety.

Council member Fox asked if grants were available to replace bulbs.

Ms. Pipkin said money was available through the State and a competitive pocket of money. She said the City of Boulder City could apply for funding to replace 2, 560 lights throughout the community. She said the funding was available to support Night Skies and tourism which would draw people to Boulder City.

Mayor McManus said the dimmer solution may be worth looking into since the City has so many existing lights. He said warm lights seemed to travel further and there were efforts and solutions that would be helpful.

**B. City Council discussion and direction on outdoor lighting standards**

**Motion:** Direct staff to draft an ordinance in compliance for lighting standards in compliance with Night Skies and research possible grants

**Moved by:** Council member Adams      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

13. Introduction of Bill No. 1907, an ordinance of the City of Boulder City, Nevada approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street

**Motion:** Introduce Bill No. 1907

**Introduced by:** Council member Bridges

***Bill No. 1907 will be considered at the September 28, 2021 regular City Council meeting.***

14. Presentation from the Fire Chief to provide the Fire Department's annual report

A staff report was submitted by Fire Chief Will Gray and included in the September 14, 2021, City Council Agenda packet.

Fire Chief Gray provided a PowerPoint presentation. He provided information about the pandemic response, total call for service, training, Reserve Program, Fire Accreditation, and emergency responses, community risk reduction, and upcoming plans. He highlighted the following:

- Pandemic Response
  - Emergency Operations Center
  - Community Testing – 6,575 COVID Tests during the period of this report (Additional 1188 since August 2021).
  - Community Vaccination Clinics – 6,570 doses of Moderna Vaccine at the Smith Center clinic. This included 3,330 first doses and 3,240 second doses. We have given around 100 additional doses at various pop-up vaccination clinics since.
  - Community Outreach and Communications
    - Phone Calls to Every Home in Boulder City
    - Donation Coordination
    - Support for the Four Adult Care Facilities
- Total Calls for Service (2020)
  - Fire Responses
    - Structures – 9
    - Other fires – 46 (vehicles, dumpster, vegetation)
  - EMS Responses
    - 1,964
    - Mass Casualty Incidents - 1
  - Technical Rescue Responses
    - 76
    - Semi-truck accidents on I-11 and US 95 - 4
  - Other Calls for Service
    - 304 (fire alarms, assist PD, assist citizens)
  - Trends in Calls from 2018 thru 2021
    - 2018 – EMS 1,750/Fire 370 = 2,120 total
    - 2019 – EMS 1,913/Fire 554 = 2,467 total
    - 2020 – EMS 2,071/Fire 320 = 2,391 total
    - 2021 – EMS 1,555/Fire 46/Tech Rescue 76/Hazmat 10/Other 304 = 1991 total with a projected total of 2,809 through December 31<sup>st</sup>

- Average of a 9% increase year after year for the EMS calls for service.
- Training
  - Complete Overhaul of Training Program – Developed department’s first Annual Training Plan to meet ISO and National Standards. Monthly average of 25 hours per person
  - Hazmat Technician Certification – 8 members have completed Hazmat certification this year. Goal is to have all 21 personnel Hazmat Tech certified by 2023.
  - Rope Rescue Training – 2 have completed certification. Goal is to have all 21 personnel certified by 2023.
  - Reserve Training - Minimum of 4 hours of training per month
  - Cadet Academy Training - 256 hours of instructional training during 16-week program
  - Regional Training - The Boulder City Fire Department hosted a three-day international accreditation training class August 16-18. Fire departments from across the state, California, and Virginia were present.
- Reserve Program
  - Current Reserve Firefighters – 11 Active –17 at the start of August. Hired 2 fulltime, 2 inactivated due to personal issues, and anticipate losing 3 to Clark County Fire Academy
  - Current Cadet Academy – 8 (Three from this group were accepted into an upcoming Henderson Fire Academy)
  - Minimum Work Hours – Each reserve firefighter is required to work 48 hours a month
  - Added Value to the Department – This allows some flexibility for additional training and response
  - Overtime Reduction – The reserve firefighters allow us to save significantly on potential overtime. Staff worked hard to cover as many open shifts each month as possible with the reserves to avoid overtime. FY 2021, reserve firefighters have saved the City \$70,214.00 in regular overtime and \$12,211.00 in COVID related overtime.
- Fire Accreditation
  - Center for Public Safety Excellence – Commission for Fire Accreditation International
  - Community Risk Assessment - Completed
  - Standard of Cover – Underway – It is essentially our response plan and goals for emergency response.
  - Community Driven Strategic Plan – Spring 2022
  - Professional Credentialing – We currently have two credentialed chief fire officers and one credentialed fire officer. All captains will be required to achieve this standard.
  - International Peer Team Leader/Assessor – Currently have two members that participate. Chief Gray is the team leader and Chief Chesser is a peer team member.
- Emergency Response
  - Elements of Response Time – Why is This Critical? (Cardiac Arrest and Flashover) – People often do not know what drives the standards for two main issues: Cardiac Arrest and Flashover.  
Cardiac Arrest is when a person’s heart stops. Brain death begins within 4-6 minutes without effective CPR. Additionally, without CPR, a person’s chance of being successfully resuscitated decrease 7 to 10 percent for every minute of delay until defibrillation.

Flashover is the second item, and it is related to structure fires. Flashover normally occurs when the upper portion of a compartment reaches a temperature of 1,100 degrees F. When this occurs, every combustible surface in that room or area simultaneously ignites. This is not survivable by people within the areas. This typically occurs between 6-10 minutes after the fire ignites, not from when they call 911.

- Dispatch Processing – Goal of 80 seconds 90% of the time
  - Turnout Time –Goal of 90 seconds 90% of the time
  - Travel Time –Goal of 4:00 minutes 90% of the time
  - Total Response Time – 6 minutes and 30 seconds 90% of the time as established by NFPA 1710 based on Cardiac arrest survival and flashover.
  - Response Time Improvement - Established “Pre-Alert” dispatch process in February. The department has reduced overall response times by 3:18 since January 2021.
  - Response Time - \_Goals within city (Urban) area goal is 6:50. The response times currently vary by risk type and level, but the monthly response time total for all calls was 9:10 90% of the time.
- Community Risk Reduction
  - Changes
    - Social Media Fire Safety Campaign with over 100 various safety messages for all ages and situations. Average 24 message per month with over 2500 views per week.
    - Trauma Teddy Program
    - Partnered with Southern Nevada Youth Firesetter Program – assists families in receiving assistance through assessments, psychological referrals, and education.
    - Drafted CRR Strategic Plan 2022-2024
  - Upcoming Offerings/Plans
    - Community CPR – Cardiac Arrest is reversible if treated quickly so the Fire Department plans to offer regular community CPR classes. He noted the more qualified people in town to provide CPR, the better chance of survival for the community.
    - Stop The Bleed
    - Child Seat Program
    - Geriatric safety and independence.
    - Establish Boulder City CERT Program

Council member Bridges thanked Chief Gray for the great presentation. She said prior to the pandemic, she attended NIMS training and wondered if she would ever use it. She said it was well-used during the pandemic and said the EOC was amazing and thanked City staff.

Council member Jorgensen thanked Chief Gray and said it was evident he was “assessing” his own house and looking for improvements.

Council member Adams said the response and services provided by the Fire Department were effective. He said the quality of staff at the fire department were wonderful. He asked how quickly the EOC could be up and running again.

Chief Gray said there was currently a 6-month supply on hand, and they planned on rotating supplies that expire. He said a review of the process will be completed and they would look for ways to improve it.

Mayor McManus said the past 19-months have been unreal. He said the work of the fire department had shined over other entities. He said there had been an outstanding response to the pandemic. He thanked firefighters and other staff. He said he appreciated the Reserve Program being reestablished and appreciated all of the training taking place at other training facilities. He said he was data-driven and would like to know the number of calls over the past 3 years. He said it was an important factor to the community.

Chief Gray said he was also data-driven and had a new program in place for tracking calls.

15. For possible action: Resolution No. 7335, a resolution of the City Council of Boulder City, Nevada establishing the Reserve Battalion Chief classification title and associated compensation

A staff report was submitted by Fire Chief Will Gray and included in the September 14, 2021, City Council Agenda packet.

Chief Gray provided a brief overview of the staff report and referred to the National Fire Protection Association (NFPA) 1710 that requires a supervisory chief officer be dispatched or notified to all full alarm assignments. He explained most departments had a Duty Chief position, but Boulder City has never had one. He said, ideally, they would like to have a duty chief, but are looking for an alternative. He said one of the requirements was to live within 8-minutes of the Fire Department. He explained the role of a fire captain was different than the role of a fire chief. He said the national average response to a fire per NFPA 1710 was 15 firefighters and Boulder City had seven firefighters.

Council member Bridges asked if the Battalion Chief would be required to live in Boulder City and trained to be a chief.

In response to Council member Bridges, Chief Gray explained there were several retired fire chiefs who currently lived in Boulder City to fulfill the duties.

Mayor McManus said he understood the need for the new position and didn't want the Fire Chief to be overwhelmed. He said standards were good, but there were not always resources to adhere to it.

**Motion:** Approve Resolution No. 7335

**Moved by:** Mayor McManus      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

16. For possible action: Resolution No. 7336, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1944 between, the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of a fleet of 130 golf carts and cart accessories for Boulder Creek Golf Course

A staff report was submitted by Parks and Recreation Director Roger Hall and included in the September 14, 2021, City Council Agenda packet.

Parks and Recreation Director Hall provided a brief overview of the staff report noting the current fleet of golf cars was 8 years old and the current life-expectancy was 5-7 years. He said the financing to purchase 130 new golf carts was approved as part of the Capital Improvement Plan with the Fiscal Year 2022 budget.

Purchasing Manager Paul Sikora explained the purchasing process. He said he asked EZ-GO if there were other governmental agencies that could be used during the competitive bid process and received a bid from Texas resulting in a savings of \$219K. He said the lease expired in 5 years and at that time, the City would own the golf carts.

In response to a question asked by Mayor McManus about the VERF, Purchasing Manager Sikora said the funding would come from the CIP fund and rental fees would be paid into the general fund. He said the fund was expected to be in the black within 19-months.

**Motion:** Approve Resolution No. 7336

**Moved by:** Council member Jorgensen      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

17. For possible action: Resolution No. 7338, a resolution of the City Council of Boulder City, Nevada approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events

A staff report was submitted by Police Chief Tim Shea and included in the September 14, 2021, City Council Agenda packet.

Police Chief Shea explained the need for assistance with special events. He said it would be well-managed and officers would only be available to assist if they were not needed to support Boulder City. He said the City would be compensated 100%.

Mayor McManus said Boulder City receives assistance from other agencies and believed Boulder City needed to reciprocate.

Council member Adams said he agreed with the comments provided by Mayor McManus.

**Motion:** Approve Resolution No. 7338

**Moved by:** Council member Adams      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

18. For possible action: Matters pertaining to the vacation of an easement on an existing residential property:

A staff report was submitted by Community Development Director Keegan Littrell and included in the September 14, 2021, City Council Agenda packet.

Community Development Director Littrell provided a brief overview noting there were no utilities on the property and they had no objections.

Council member Adams said he wanted to confirm it was a vacation of a sewer easement and asked about the history since there was no sewer easement at that location.



Community Development Director Littrell verified it was a sewer easement and said he could not determine the history and had no idea why a sewer easement had been located there.

Council member Bridges asked if anyone was compensated for the easement.

Community Development Director Littrell said when someone buys a parcel and does their due diligence, they know the limitations to construct something permanent over an easement; therefore, there was no compensation offered for easements.

**A. Public hearing on the vacation of a utility easement**

Mayor McManus noted this was the time and place scheduled to conduct a public hearing and asked for public input.

There being no comments offered, the hearing was declared closed.

**B. Resolution No. 7339, a resolution of the City Council of Boulder City, Nevada vacating a utility easement across 810 Avenue A (VAC-21-008)**

**Motion:** Approve Resolution No. 7339

**Moved by:** Council member Bridges     **Seconded by:** Council member Jorgensen

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

**19. For possible action: City Council Appointments:**

A staff report was submitted by City Clerk Tami McKay and included in the September 14, 2021, City Council Agenda packet.

City Clerk McKay provided a brief overview noting four members were needed to be drawn by lot. She said two terms would expire on June 30, 2022 and two terms would expire on June 30, 2023. She noted there were two vacancies on the Historic Preservation Committee and both members expressed an interest in being reappointed to a new term ending August 31, 2024.

**A. Allotment Committee**

Terms expiring June 30, 2022: Rod Woodbury and Jacob Cote were drawn by lot.

Terms expiring June 30, 2023: Christian Clinton and Tanya Vece were drawn by lot.

**B. Historic Preservation Committee**

Council member Adams nominated Glenn Feyen; Mayor McManus nominated Charles Hauntz and Council member Fox nominated Rod Woodbury. No other nominations were offered.

The vote was as follows:

Glenn Feyen: Mayor McManus, Council member Adams and Council member Bridges.

Charles Hauntz: Unanimously Approved.

Glenn Feyen and Charles Hauntz were reappointed to a term ending August 31, 2024..

**20. Public Comment**

Judy Dechaine asked City Council to take a look at funding that is being used for projects that are not historic preservation. She said the project approved for the Historic Preservation Grant should have only qualified for RDA funding. She said they needed to review the guidelines and square it away before next budget.

**21. City Council Reports**

Council member Bridges stated any Boulder City residents who were in need of financial assistance or food should contact Emergency Aid of Boulder City for an appointment.

Council member Adams said he talked to Mr. and Mrs. Bachhuber at Lend A Hand who stated they were in need of volunteers and urged them to call 702-294-2363 for more information.

Mayor McManus said dozens of people in Nevada were dying from coronavirus. Pfizer vaccine has received full FDA approval. He said it is not worth the risk to not be vaccinated. He thanked Pastor Jason King for honoring those who died during the 9-11 tragedy.

There being no further business to come before the Council, Mayor McManus adjourned the meeting at 9:31 p.m.

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Kiernan McManus, Mayor

ATTEST:

---

Tami McKay, City Clerk



# LAS VEGAS ASTRONOMICAL SOCIETY

*Astronomy outreach and science education in Southern Nevada since 1980*

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Keith Caceres  
8216 Arch Bay Ln  
Las Vegas, NV 89128  
keith.caceres@lvastronomy.org

September 9, 2021

Dear Boulder City Residents and Council,

I'm the current president of the Las Vegas Astronomical Society, an organization of amateur astronomers, formed to promote amateur astronomy in Southern Nevada. The society was established in July 1980, and is organized as a Nevada non-profit corporation and federal 501(c)(3) educational public charity, operating in association with the College of Southern Nevada Planetarium. Our mission is to share our love of the night sky and promote astronomy / science education through free public outreach events at federal and state parks, as well as schools throughout Southern Nevada. We also work to educate the public about light pollution and its negative effects on astronomical observation. Our organization has led many astronomical events in nearby Lake Mead National Recreation Area and we have many members who live in Boulder City and enjoy looking at the night sky.

I write today on behalf of the Las Vegas Astronomical Society in support of the use of night sky friendly lighting to maintain the history of and preserve natural night skies in Boulder City. We strongly support these objectives and efforts to address any actions which threaten the character of this important historical city and the ability of all inhabitants and visitors to enjoy star-filled natural night skies.

We look forward to engaging with you in preserving Boulder City's important cultural history and ambience. Please let us know if we can support your efforts in any way.

Sincerely,

A handwritten signature in cursive script that reads "Keith Caceres".

Keith Caceres  
President  
Las Vegas Astronomical Society

# United States Department of the Interior



## NATIONAL PARK SERVICE

LAKE MEAD NATIONAL RECREATION AREA  
INTERIOR REGION 8  
601 NEVADA HIGHWAY  
BOULDER CITY, NEVADA 89005



IN REPLY REFER TO:  
9.D (LAKE-8360)

September 14, 2021

Boulder City Council  
401 California Avenue  
Boulder City, NV 89005

Dear Boulder City Councilmembers,

The National Park Service and Lake Mead National Recreation Area (LMNRA) would like to express our excitement for Boulder City's potential adoption of night sky friendly practices and the installation of night sky friendly lighting. LMNRA also fully supports Boulder City seeking Dark Sky Designation through the State of Nevada.

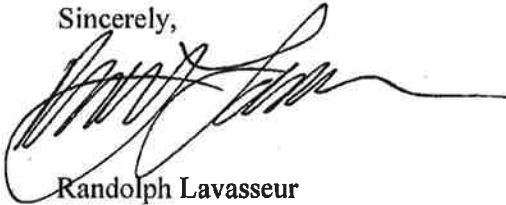
Southern Nevada has long been considered by many night sky enthusiasts to be one of the best places in America to stargaze and Boulder City is uniquely positioned as a gateway community adjacent to LMNRA to benefit from the incredible night skies and visitors they attract. Within the nearly 1.5 million acres of LMNRA, visitors can experience the same dark skies that have fascinated and inspired human beings since the beginning of time.

The protection of dark night skies is a priority at LMNRA not only for the enjoyment of stargazing visitors, but for the natural environment as well. Nocturnal wildlife relies on darkness for survival, and the natural rhythms of humans and plants depend on an unaltered night sky. LMNRA is committed to working towards improving the night sky conditions within the Park as well and will begin transitioning to night sky friendly lighting this year. Through our commitment to reducing light pollution, and ongoing public outreach, we hope to seek certification as an International Dark Sky Park by the International Dark-Sky Association (IDA) within the next five years. By receiving this designation, LMNRA would become one of the best places in the country to experience and enjoy natural darkness.

Working with gateway communities like Boulder City to improve night sky lighting aligns with the National Park Service's mission of protecting natural and cultural resources and values for the enjoyment, education, and inspiration of this and future generations. Having natural night skies affords residents and park visitors a natural and healthy environment, and the ability to protect wildlife and plants that rely on the natural cues of nighttime to thrive on these landscapes. Lake Mead is currently undergoing similar efforts to improve the night sky in the park and will

work with Ashley Pipkin and others at the Night Skies Division of the National Park Service to rely on their expertise in this realm.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randolph Lavasseur', with a long horizontal flourish extending to the right.

Randolph Lavasseur  
Acting Superintendent  
Lake Mead National Recreation Area



**International Dark-Sky Association**

5049 E. Broadway Blvd., #105,  
Tucson, AZ 85711 USA  
tel +1.520.293.3198

September 10th, 2021

Dear Members of the Boulder City Council,

As advocates in the state of Nevada for the International Dark Skies Association (IDA), a 501 (c)(3) U.S.-based non-profit organization, we are writing to express our enthusiastic support for the designation of Boulder City as a *Dark Sky Community*.

Such a classification will cement Boulder City as a municipality dedicated to maintaining the quality of life of its citizens, preserving the beauty and aesthetics of its surroundings and providing an example to towns and cities nationwide on responsible and forward-thinking public policy.

In addition, Boulder City's deep connection with American history through Hoover Dam sets it apart as an important cultural and historic location. Hoover Dam itself has several astronomical features in its style and design. Therefore, we believe obtaining and maintaining dark skies status would be in keeping with Boulder City's past, and serve it well into the future.

Kevin Swartz  
IDA Advocate

Jonathan Boarini  
IDA Advocate

---

**Executive Director:** Ruskin Hartley

**Emeritus Director:** David L. Crawford, Ph.D.

**Board of Directors:** Diane Knutson, President, USA • Kellie Pendoley, Vice President, Australia • Kim Patten, Treasurer, USA • Ken Kattner, Secretary, USA • Laurel Alyn-Forest, USA • Alejandro Sanchez Miguel, Spain

**Tami McKay**

---

**From:** noreply@civicplus.com  
**Sent:** Monday, September 13, 2021 1:27 AM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

## Meetings Comment Form

### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

---

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

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*PLEASE NOTE: Comments received after 4:00 PM the day of the scheduled meeting may not be included in the record. You are encouraged to send in your comments early to allow for distribution to City Council, Committee or Commission members for review.*

---

First Name	Jay
Last Name	Piper
Email Address	jay.piper@jacobs.com
Phone Number	Field not completed.
Address	700 Marina Drive
City	Boulder City
State	NV
Zip	89005

If you are representing someone other than yourself, please indicate who you are	Field not completed.
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representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

Sep 14

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Item 12 Night Sky Friendly Lighting and certification

Opinion

Support, No position: Concerned or Neutral

Your Comment

I hope that Boulder City will pursue a night sky friendly lighting ordinance and might further pursue a dark sky designation from the International Dark Sky Association (IDA) headquartered in Tucson, Arizona. My support for this topic is based on decades of backyard amateur astronomy, and astronomy public outreach at locations from national parks to local schools.

This might be dismissed as a "green" topic but it's really common sense. We can be more attentive to how light is directed: downward from a fully shielded or "full cutoff" fixture, is better than outward and upward from an unshielded fixture.

Better lighting helps security. Downward lighting on a building or sign creates less glare and shadows than outward or upward directed lighting. "The good guys" can better see what is going on with less glare, and "the bad guys" have fewer shadows to hide in.

Streetlights that are more shielded improve safety on neighborhood streets by creating less less glare for drivers and pedestrians alike.

Better night time lighting removes a distraction and health concern for people indoors. Poorly shielded outside lighting can enter windows to interfere with sleep. I had to put a blackout curtain in a kid's bedroom because a bright replacement streetlight interfered with sleep on school nights. Our night and day "circadian rhythm" is disrupted by excess night time light, which can contribute to various health

problems.

Wildlife is also disrupted by misdirected night time lighting. Our bighorn herd is an important tourism attraction. Both the daytime wildlife that bed down or roost at night, and the evening bats, nighthawks, owls, etc., add to the enjoyment of living here.

A better view of the stars is another reason for families to move here. It adds to what visitors can see from downtown. A vivid night sky helps encourage kids to learn about science and math, navigation, history and myth. Ultimately a night sky designation could be promoted by the Chamber of Commerce as another reason to visit Boulder City. Even now, a 15 to 30 minute drive into the Lake Mead Recreation area offers sweeping views of the Milky Way and faint stars invisible from big city skies, as an added reason for tourist visits. We can protect the truly dark skies of Lake Mead and benefit as a gateway city, and improve the night sky views from within Boulder City.

Keeping Boulder City clean, green and more starry-skied can be both a public and private effort. I hope we enact a night sky lighting ordinance and begin to replace the oldest unshielded streetlights with better fixtures. I also hope that private developments - for example the St. Jude's expansion - install night sky friendly lighting.

---

Affirm

Yes

---

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

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**Tami McKay**

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, September 14, 2021 6:21 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

## Meetings Comment Form

### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

*PLEASE NOTE: Comments received after 4:00 PM the day of the scheduled meeting may not be included in the record. You are encouraged to send in your comments early to allow for distribution to City Council, Committee or Commission members for review.*

First Name	Kevin
Last Name	Swartz
Email Address	kfswartz2@gmail.com
Phone Number	7606962966
Address	2632 Ontario Dr
City	Las Vegas
State	NV
Zip	89128
If you are representing someone other than yourself, please indicate who you are	International Dark Skies Association

representing (i.e. family member, organization).

Do you wish to speak? No

Meeting Date and/or Function 9/14/21

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). Item 12  
If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Opinion Support

Your Comment We support Boulder City becoming a Dark Sky Community.

Affirm Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City? No

Email not displaying correctly? [View it in your browser.](#)

**R7337, Consent Agree between BFE, LLC and Hansen Maintenance**

**SUBJECT:**

For possible action: Resolution No. 7337, a resolution of the City Council of Boulder City, Nevada, approving Consent Agreement for BFE, LLC Sublandlord of Boulder City Airport Properties to enter into a sublease agreement with Hansen Maintenance

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Staff Report	Cover Memo
<input type="checkbox"/>	Resolution	Cover Memo
<input type="checkbox"/>	Agreement	Cover Memo
<input type="checkbox"/>	Insurance	Cover Memo



# City Council Meeting September 28, 2021 Item No. 2

BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ.

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

UTILITIES DIRECTOR:  
VACANT

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILL GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

TO: Taylour Tedder  
City Manager

FROM: Bryce Boldt  
Administrative Services Director

DATE: September 21, 2021

SUBJECT: For possible action: Resolution No. 7337, a resolution of the City Council of Boulder City, Nevada, approving Consent Agreement for BFE, LLC Sublandlord of Boulder City Airport Properties to enter into a sublease agreement with Hansen Aircraft Maintenance, LLC

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7337

## Overview:

- Agreement No. 07-1141 for Boulder City Airport Properties (Master Lease) requires that the City Council (Landlord) grant consent prior to entering into a sub-lease agreement
- BFE, LLC's sublease agreement with the Boulder City Airport Properties requires Landlord consent prior to entering into a sub-lease agreement
- The applicant proposes to operate as an Aircraft Maintenance Operator
- The applicant has obtained the required general liability insurance as required by the Airport Rules and Minimum Standards
- The applicant meets the 4.7 Aircraft Airframe, Engine and Accessory Maintenance and Repair requirements per the Airport Rules and Minimum Standards

Background Information:

Hansen Aircraft Maintenance, LLC is requesting approval from the City to provide maintenance, repair and inspection services to piston powered aircraft to the general public, from the Boulder City Airport Properties leasehold.

Term of the sublease consent and agreement is for 1 year starting, September 1, 2021 and may be renewed with 90 days' notice for a period of one year, until time expires on the Master Lease. The Subtenant (Hansen Aircraft Maintenance, LLC) agrees to comply with all the terms and conditions of the Master Lease.

Master Lease Terms

- Tenant: Boulder City Airport Properties
- Agreement No: 07-1141
- Commencement Date: 05-29-2007
- Term: 24 Years
- 1<sup>st</sup> Renewal Option: 10 years

BFE, LLC Sublease Terms

- Commencement Date: 03-28-2007
- Term: Shall run concurrently with the Master Lease

The Boulder City Municipal Airport is obligated under the Federal Aviation Administration Grant Assurances to allow commercial activity to occur on the airport provided that the request is consistent with airport rules and minimum standards and there is space available. The applicant, Hansen Aircraft Maintenance, LLC has demonstrated the availability of space and the operation is consistent with the airport regulations, has provided insurance and agrees to indemnify the City. Hansen Aircraft Maintenance, LLC will obtain a Boulder City business license after the approval of the consent agreement.

Recommendation: The Administrative Services Department Staff respectfully requests that the City Council approve Resolution No. 7337 consenting to the sublease agreement between Boulder City Airport Properties and Hansen Aircraft Maintenance, LLC.

Boulder City Strategic Plan Goal: The consent of this agreement is consistent with Goal A – Achieve Prudent Financial Stewardship.

Attachments:

- Resolution No. 7337
- City Consent Agreement
  - Exhibit A: Boulder City Airport Properties Lease Agreement No. 07-1141
  - Exhibit B: BFE, LLC Sublease Agreement with Boulder City Airport Properties
  - Exhibit C: Hansen Aircraft Maintenance, LLC Sublease Agreement with BFE, LLC
- Insurance certificate

**RESOLUTION NO. 7337**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA,  
APPROVING CONSENT AGREEMENT TO BFE, LLC SUBLANDLORD OF  
BOULDER CITY AIRPORT PROPERTIES TO ENTER INTO A SUBLEASE  
AGREEMENT WITH HANSEN AIRCRAFT MAINTENANCE, LLC**

**WHEREAS,** on May 29, 2007, Boulder City Airport Properties (Tenant) entered into Lease Agreement No. 07-1141 (Master Lease) with the City of Boulder City (Landlord) for land lease at the Boulder City Municipal Airport to provide Fixed Base Operator (FBO) services; and

**WHEREAS,** on March 28, 2009, Boulder City Airport Properties entered into a sublease agreement with BFE, LLC to provide any use allowed under the Master Lease; and

**WHEREAS,** BFE, LLC is permitted to assign or sublet any portion or all of the Premises only with the consent of Landlord under the Master Lease; and

**WHEREAS,** Hansen Aircraft Maintenance, LLC desires to enter into a sublease with BFE, LLC from the Tenant leasehold; and

**WHEREAS,** BFE, LLC and Hansen Aircraft Maintenance, LLC now desire to receive consent to enter into a sublease agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that City Council grants consent to Hansen Aircraft Maintenance, LLC to enter into a sublease agreement with BFE, LLC.

**BE IT FURTHER RESOLVED** that City Council authorizes the appropriate staff members to execute the consent agreement.

**DATED and APPROVED this 28<sup>th</sup> day of September, 2021**

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk



## **SUBLEASE CONSENT AND AGREEMENT**

THIS SUBLEASE CONSENT AND AGREEMENT (this “**Consent Agreement**”) dated as of September \_\_, 2021, is entered into by and among CITY OF BOULDER CITY, a Nevada municipal corporation (the “**Landlord**” or “**Consenting Party**”), Boulder City Airport Properties, LLC, a Nevada limited liability company (“**Tenant**”), BFE, LLC, a Nevada limited liability company (“**Sublandlord**”), and Hansen Aircraft Maintenance, LLC, a California Limited Liability Company (“**Subtenant**”).

### **RECITALS**

A. Landlord and Tenant, are parties to that certain lease agreement dated April 4, 2006 known as the *Boulder City Airport Properties Master Lease* (“Master Lease”) attached hereto as **Exhibit A** pursuant to which Landlord has leased to Tenant the Leased Premises.

B. Tenant and Sublandlord are parties to that certain sublease agreement dated March 28, 2007 attached hereto as **Exhibit B** leasing a portion of the Leased Premises to Sublandlord.

C. Sublandlord desires to further sublease a certain portion of the Leased Premises containing approximately 1500 square feet of hangar space and two tie downs (the “**Sublet Premises**”) to the Subtenant.

D. Sublandlord and Subtenant have entered into that certain sublease agreement dated September 1, 2021 attached hereto as **Exhibit C** (the “Sublease”) pursuant to which Sublandlord has agreed to sublease to Subtenant the Sublet Premises.

E. Sublandlord and Subtenant have requested Landlord’s consent to the Sublease.

F. Landlord has agreed to give such consent upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the Sublease subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by Sublandlord and Subtenant:

1. Recitals. The foregoing recitals are hereby incorporated by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Landlord’s Consent. Subject to the terms and conditions of this Consent Agreement, Landlord hereby consents to the subletting of the Sublet Premises by Sublandlord to Subtenant pursuant to the Sublease.

3. Sublease Agreement. Sublandlord and Subtenant hereby represent that a true and complete copy of the Sublease is attached hereto and made a part hereof as **Exhibit C**, and Sublandlord and Subtenant agree that the Sublease shall not be modified without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Representations.

- a) Landlord hereby represents and warrants, as of the date hereof, that (i) Landlord has full power and authority to enter into this Consent Agreement, (ii) the Master Lease is in full force and effect, (iii) to the best of Landlord's knowledge, Sublandlord is not in default thereunder; and (iv) Landlord has received no notice that it is in default under the Master Lease nor has Landlord any knowledge of the existence of any condition or the occurrence of any event which, if not timely acted upon, would result in Landlord's default under the Master Lease.
- b) Tenant, Sublandlord, and Subtenant hereby represent and warrant, as of the date hereof, that (i) Subtenant has full power and authority to enter into this Consent Agreement; (ii) Subtenant will provide proof of Subtenant's insurance to Landlord as required by the Boulder City Municipal Airport Rules and Minimum Standards within thirty (30) days of the effective date of the Sublease; (iii) Subtenant's use complies with Section 5 of the Lease; (iv) Subtenant is a business in good standing and Tenant and Sublandlord have no knowledge of the existence of any condition or the occurrence of any event which, if not timely acted upon, would result in Tenant's default under the Master Lease; and (v) Subtenant will indemnify and hold harmless Landlord and all indemnities under the Master Lease.

5. No Release. Nothing contained in the Sublease or this Consent Agreement shall be construed as relieving or releasing Tenant and Sublandlord from any obligations under the Master Lease, it being expressly understood and agreed that Tenant and Sublandlord shall remain liable for such obligations notwithstanding anything contained in the Sublease or this Consent Agreement or any subsequent assignment(s), sublease(s) or transfer(s) of the interest of the Tenant under the Lease. Sublandlord shall be responsible for the collection of all rent due it from Subtenant, and for the performance of all the other terms and conditions of the Sublease.

6. No Transfer. Subtenant shall not further sublease the Sublet Premises, assign its interest as the Subtenant under the Sublease or otherwise transfer its interest in the Sublet Premises or the Sublease to any person or entity, except to the extent otherwise permitted by Landlord in accordance with the assignment and subletting provisions of the Master Lease.

7. Lease. The parties agree that the Sublease is subject and subordinate to all the terms of the Master Lease, except as expressly provided in this Consent Agreement.

8. Non-Disturbance of Subtenant. In the event that the Master Lease is terminated by Landlord because of a default by Tenant or Sublandlord under the Master Lease (other than such a default which is caused by a default by Subtenant under the Sublease), Landlord shall notify

Subtenant in writing (“Landlord’s Notice”) within fifteen (15) business days after such termination.

9. Authority. Each party to this Consent Agreement hereby represents that the individual executing this Consent Agreement on behalf of such party has the authority to execute and deliver the same on behalf of the party hereto for which such individual is acting.

10. Entire Agreement. This Consent Agreement embodies the complete agreement among the parties hereto with respect to the matters specified herein and supersedes all other oral or written understandings or agreements.

11. Severability. If any provision of this Consent Agreement or the application thereof is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to the parties hereto or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

12. Counterparts. This Consent Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement. A facsimile or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Consent Agreement to be duly executed and delivered as of the date first above written.

**TENANT**

BOULDER CITY AIRPORT PROPERTIES, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Robert Fahnestock  
Title: Managing Member

**SUBLANDLORD:**

BFE, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Randy Saenz  
Title: FBO Manager

**LANDLORD/CONSENTING PARTY:**

CITY OF BOULDER CITY,  
a Nevada municipal corporation

By: \_\_\_\_\_

Name: Taylour Tedder

Title: City Manager

Attest: \_\_\_\_\_

Tami McKay, City Clerk

Approved as to form and legality

\_\_\_\_\_  
Brittany Walker, City Attorney

**SUBTENANT:**

[INSERT]

By: \_\_\_\_\_  
Name: Alex Hansen  
Title: Hansen Aircraft Maintenance, LLC

Amendment No. 07-1141A

**AMENDMENT**  
**(Boulder City Airport Properties)**

This AMENDMENT (the "Agreement") is made by and between the CITY OF BOULDER CITY, a Nevada municipal corporation (the "City"), hereinafter called "Lessor", and Boulder City Airport Properties, a Nevada corporation ("Lessee").

**WHEREAS,** Lessor owns and operates BOULDER CITY MUNICIPAL AIRPORT (hereinafter called "Airport"), located in the City of Boulder City, in the County of Clark, State of Nevada; and

**WHEREAS,** Lessee entered into an agreement with Lessor to provide aviation services as a Fixed Based Operator; and

**WHEREAS,** Lessee deems it advantageous to itself and to its operation of the Airport to enter into an amendment with the Lessor for certain additional privileges, rights, uses and interests therein, as hereinafter set out; and

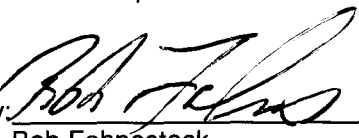
**WHEREAS,** the Agreement is hereby amended by this instrument to increase the capitalization costs associated with the improvements to the City Fuel Farm and to discount such costs against future rent owed for parcel 6 of leasehold, not to exceed \$550,000; and

**WHEREAS,** Lessor and Lessee now desire to execute this amendment for this commercial aviation purpose.

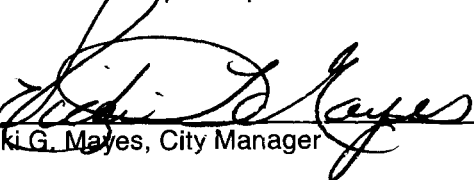
**NOW, THEREFORE,** in consideration of the mutual promises made herein, the City and Lessor agree Exhibit E be amended as shown on the attached exhibit

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date first set forth herein above.

**BOULDER CITY AIRPORT PROPERTIES**  
a Nevada corporation

By:   
Bob Fahnestock  
Title:

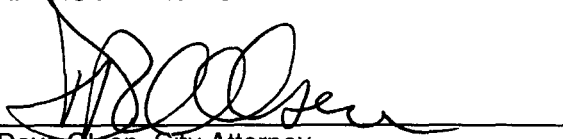
**CITY OF BOULDER CITY, NEVADA,**  
a Nevada municipal corporation

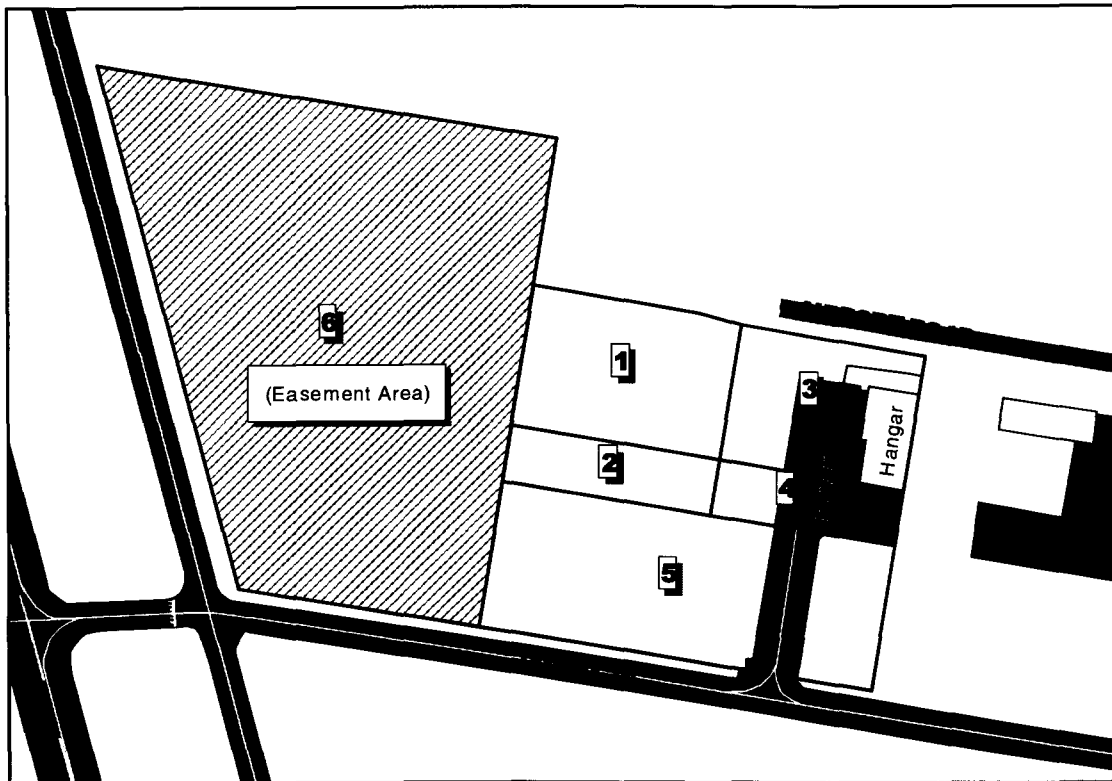
By:   
Vicki G. Mayes, City Manager

ATTEST:

  
Pamella A. Malmstrom  
City Clerk

APPROVED AS TO FORM:

  
Dave Olsen, City Attorney

**EXHIBIT "E" (from Agreement No. 07-1141)**

Graphic: Lease Areas for Rent Schedule

*Rent Schedule*

Rent is priced in dollars per square foot.			
Lease Area	Rent "As Is"	Asphalt Improvements	Building Improvements
1	\$0.1176	\$0.1817	\$0.3207
2	\$0.1669	\$0.1817	\$0.3207
3	\$0.1634	Rate to increase January 1, 2029 to current rate assessed for land with Building Improvements if Option is exercised	
4	\$0.1817	\$0.1817	\$0.3207
5	\$0.1176	\$0.1817	\$0.3207
6	\$0.5000	\$0.5000	\$0.5000

*Current rent charged at Commencement Date is "As Is". Upon further development of the property, the rent charged will be adjusted accordingly to reflect asphalt or other flat work improvements; or building or other structural improvements. Rent is adjustment will be on a*



*pro-rated monthly basis. Example: "As Is" rent at \$120 per year or \$10/mo. If developed, and new annual rent becomes \$240/year, then the new monthly rent becomes \$20/mo.*

*Rent rates for Areas 1 through 6 have been adjusted by 2.5% to reflect the cost of living increase for 2007 from the original Agreement No. 06-1057*

Table: Current Rent Schedule for calendar year 2007

Lease Area	Square Feet	Annual Lease Amount**	If Paid Monthly*
1	67,225	\$7,905.66	\$658.81
2	18,750	\$3,129.38	\$260.78
3	45,625	\$7,455.13	\$621.26
4	18,750	\$3,406.88	\$283.91
5	99,220	\$11,668.27	\$972.36
6***	156,382	\$78,191.00	\$6,515.92
<b>TOTAL</b>	<b>405,952</b> <b>(9.319 acres)</b>	<b>\$111,756.32</b>	<b>\$9,313.03</b>

*\* Note: Monthly pro-rated rate shown for demonstration purposes only assuming undeveloped land. Should development conditions change as outlined in the fee schedule (i.e., hangars are constructed or asphalt is laid), then the monthly rate would change accordingly on date of completion of improvement.*

*\*\* Above rates reflect a 2.5% CPI Increase from the 2006 Lease rate.*

*\*\*\* Payment for Lease Area 6 to be used as offset for off-site improvements made to City Fuel Farm. Amount to be subtracted from the overall site improvement costs until balance reaches zero. Original balance to be adjusted by Prime Rate Index "COFI" (11th District cost of funds index) reported as of date of amendment. The adjustment is a one-time event. Upon completion of the improvements at the City Farm (both the above ground Jet A 20,000 gallon fuel tank and the upgrading of the two 10,000 gallon underground tanks and associated improvements), this agreement will be amended with an amortization schedule showing the total amount accrued for the improvements and an anticipated schedule for rent reduction. Amortization amount not to exceed \$550,000. This does not affect the rent paid for lease areas 1 through 5 - rent will be paid as listed and annually adjusted throughout the life of the agreement.*

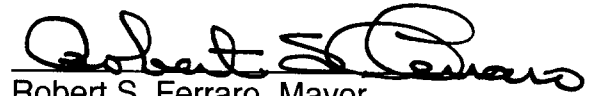
Introduced by: Burton

ORDINANCE NO. 1329

AN ORDINANCE OF THE CITY OF BOULDER CITY, REPEALING  
AGREEMENT NO. 06-1057 AND ALL AMENDMENTS AND REPLACING IT  
WITH AGREEMENT NO. 07-1141, A LAND AND DEVELOPMENT LEASE  
AGREEMENT BETWEEN THE CITY OF BOULDER CITY AND BOULDER CITY  
AIRPORT PROPERTIES FOR LAND AT THE BOULDER CITY MUNICIPAL  
AIRPORT

The City Council of Boulder City do ordain:

- Section 1: Boulder City, Nevada does by this Ordinance repeal Agreement No. 06-1057 and Amendment No. 06-1057A and replace them with Agreement No. 07-1141 as shown on the attached as Exhibit "A".
- Section 2: Each section and each provision or requirement of any section of this Ordinance shall be considered severable, and the invalidity of any portion shall not affect the validity or enforceability of any other portion.
- Section 3: This Ordinance shall become effective the 29<sup>th</sup> day of May, 2007.
- Section 4: The City Clerk shall cause this Ordinance to be published in summary on Thursday, May 24<sup>th</sup>, 2007 in the Boulder City News, a weekly newspaper published in Boulder City, Nevada.

  
Robert S. Ferraro, Mayor

ATTEST:

  
Pamella A. Malmstrom, City Clerk

Bill No. 1503


The Foregoing Ordinance was first proposed and read by title to the City Council on the 8th day of May, 2007, which was a regular meeting; thereafter, on the 22<sup>nd</sup> day of May, 2007, a regular meeting was held and the proposed Ordinance was adopted by the following vote:

VOTING AYE: Anderson, Burton, Ferraro, Pacini, Tobler

VOTING NAY: None

ABSENT: None

APPROVED:

  
Robert S. Ferraro, Mayor

ATTEST:

  
Pamella A. Malmstrom, City Clerk

**Agreement No. 07-1141**

**FIXED BASED OPERATOR  
DEVELOPMENT AND LEASE AGREEMENT  
FOR  
Boulder City Airport Properties, LLC**

Boulder City Municipal Airport  
City of Boulder City  
401 California Avenue  
Boulder, NV 89005

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## **LEASE AGREEMENT**

This Lease Agreement (the "**Lease**") is made and entered into by and between the CITY OF BOULDER CITY, a Nevada municipal corporation ("**Landlord**"), and BOULDER CITY AIRPORT PROPERTIES LLC, a Nevada State Limited Liability Corporation ("**Tenant**"), as of this 1st day of April, 2006 (hereinafter the "**Effective Date**").

### **WITNESSETH:**

#### **1. Premises and Term.**

1.1. **Premises.** In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, a leasehold interest in those certain tracts or parcels of land located in the City of Boulder City, State of Nevada, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Land**"), together with any buildings and other improvements to be erected thereon, and together with each Easement (defined below in Section 1.2) and all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land not otherwise inconsistent with the terms of this Lease (all of the foregoing hereinafter collectively referred to as the "**Leased Premises**").

1.2. **Easement.** Subject to the terms of this Section 1.2, Landlord shall grant to Tenant, its successors and assigns, at no additional cost, a blanket easement or easements for ingress, egress, regress and utilities over the property of Landlord adjacent to and surrounding the Land for the construction and maintenance of the Improvements (defined below in Section 2.1) on the Land, for the installation, construction and maintenance of underground gas, electricity, water, telephone, and other utility lines in connection with its use of the Land, and for access to the Land to and from a public road (each such easement, an "**Easement**"). The term of each Easement shall commence upon execution of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term (as defined in Section 1.3 below), or (ii) removal by Tenant of all Tenant's Personal Property as defined in Section 2.10, after expiration of this Lease as required herein. The exact location, configuration and specific terms of each Easement shall be agreed upon by the parties as soon as reasonably practicable after the Effective Date. At Tenant's sole cost and expense, each Easement shall be set forth in a separate Easement Agreement which Landlord and Tenant agree to execute and which shall be recorded in the Official Records, Clark County, Nevada. Landlord and Tenant acknowledge and agree that Landlord may grant other easements not inconsistent with Tenant's rights hereunder for gas lines, telephone service and other utilities, directly to a natural gas company, telephone company, or other utility company, as appropriate for providing such service to the Leased Premises.

Landlord and Tenant acknowledge that each Easement may be subject to the rights of third parties. Landlord agrees to cooperate with Tenant in obtaining any necessary rights from third parties. Landlord agrees to reasonably cooperate with Tenant to obtain the consents, easement documents, joint use rights, crossing rights or licenses from such third parties deemed necessary by Tenant or a Leasehold Mortgagee (as defined in Section 22.4.1.2). Notwithstanding Landlord's obligation to cooperate with Tenant on obtaining any necessary third party rights, consents, easement documents, joint use rights, crossing rights, or licenses, it shall be the sole responsibility and obligation of Tenant to obtain all of these, if necessary.

1.2.1 Exclusive Use Easement. The parcel identified as parcel no. 6 in Exhibit "A" is reserved for the exclusive use of the leaseholder. Tenant shall be required, at their expense, to improve all or a portion of the property suitable for use as an aircraft parking ramp. Improvements include pavement, sub-pavement base material, proper compaction of base material and of asphalt material, proper drainage, and proper access points to Taxiway Bravo and Taxiway Delta for the safe passage of fixed-wing aircraft. In addition, Tenant shall be entitled to place up to three portable/temporary buildings or structures on the Exclusive Use Easement property for Tenant's exclusive use. The portable/temporary buildings shall be removed within ninety (90) days upon award of a permanent lease and development agreement for the Exclusive Use Easement should the Tenant not be the successful recipient of the parcel for future development activities. The painting of tie down spots and the installation of tie down pylons are at the discretion of the Tenant. Should the Tenant have available tie-downs not necessary for use by the Tenant Aircraft, they should be made available to the general airport aviation community for short-term tie-down use for either fixed-wing or rotary winged aircraft. Rents charged for such tie-down use shall not deviate from the adopted tie-down fee schedule adopted by the airport sponsor - meaning that Tenant shall not charge less nor more than the published rates. Rents collected may remain with the Tenant to off-set development costs of the site. This exclusive use easement runs for the period of this Lease Agreement unless both parties agree to terminate this provision. The Exclusive Use Easement may also expire upon the granting of regular development rights to either the Tenant or a third-party upon the award of development right after a request for proposal (RFP) process by Landlord, provided however, that Landlord shall not grant regular development rights to the Exclusive Use Easement prior to January 1, 2008, except upon Tenant's agreement. Should Tenant not be the recipient of the award, the new developer of this area shall pay to Tenant a pro-rated amount of the documented development costs of the new ramp area at this location, provided however, that if the Exclusive Use Easement property is awarded to a new developer within the first three (3) years of this Lease, then the new developer shall pay Tenant the full amount of the documented development costs. The pro-rating schedule shall be based upon the length of term of this agreement in one-year increments.

1.3. Term. The term of this Lease shall commence on March 1, 2006 ("Commencement Date"), and shall continue, unless sooner terminated pursuant to the provisions of this Lease for twenty-four (24) years (the "Lease Term"). To the extent the First Renewal Option is exercised by Tenant, the Lease Term shall also include the First Renewal Term. Tenant shall have the right to enter onto the Premises for all purposes reasonably related to the construction of Tenant's Improvements prior to the Lease Commencement Date.

1.4. Renewal Options.

1.4.1. Renewal Option. Provided an Event of Default, as defined in Section 24.1, does not exist as of the date of exercise of Tenant's Renewal Option (as defined below) under this Section 1.4 or as of the date on which the Renewal Term (as defined below) commences, Tenant shall have the option ("Renewal Option"), in its sole discretion, to extend and renew the Lease Term for a period of ten (10) years from and after the twenty-fourth (24<sup>th</sup>) anniversary of the Commencement Date (the "Renewal Term"). The Renewal Option must be exercised by a written notice to Landlord by Tenant given at least one hundred eighty (180) days prior to the twenty-fourth(24<sup>th</sup>) anniversary of the Commencement Date. If Tenant exercises the Renewal Option, the Base Rent, as defined in Section 3.1, payable by Tenant during the First

Renewal Term shall be adjusted in accordance with Section 3.2 of this Lease. Other than the rent recalculation, the Renewal Term will be on the same terms and conditions as this Lease.

1.5 No Representations. Landlord makes no representations or warranties concerning the Leased Premises or any matters with respect thereto, except as expressly stated herein. Except for such representations memorialized in this Lease, Tenant is entering into this Lease based on its own investigation and analysis of the Leased Premises and Tenant's experience in this type of development project.

1.6 Temporary License. Effective as of the Effective Date, Landlord hereby grants to Tenant an exclusive temporary license to enter in, upon, over, and across the lands more particular described in Exhibit "A" hereto (which license shall be subject only to those items set forth in Exhibit "C"), to be used by Tenant for the purposes described in Article 2 and 5 of this Lease, which license and the uses thereof (and the Improvements and Tenant's Personal Property constructed thereon) shall be subject to the other terms and conditions of this Lease as stated herein (the "**Temporary License**"). Landlord shall not be permitted to revoke the Temporary License granted herein, provided, however, that the Temporary License shall automatically terminate upon the earlier to occur of (i) the termination of this Lease; and (ii) the Commencement Date. From and after the Effective Date, Landlord shall neither grant nor otherwise consent to the grant of any other easement, license, lease, encumbrance or other interest, whether such interest is in an interest in real property or personal in nature (other than those items set forth in Exhibit "C"), on the lands more particularly described on Exhibit "A" hereto without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed.

## 2. Construction.

2.1. Improvements; Approval of Plans. Landlord shall have the opportunity to review and approve plans for all building improvements, as shown in the tentative site renderings (Exhibit "B") and other related improvements, which Tenant intends to be constructed on the Land (collectively, the "**Improvements**"). Reductions of such Tenant's renderings are attached to this Lease as Exhibit "B" and incorporated herein by this reference.

Prior to commencement of construction of the Improvements, Tenant shall deliver to Landlord for Landlord's reasonable approval the following with respect to the proposed Improvements:

- (i) elevations;
- (ii) color charts;
- (iii) landscaping plans;
- (iv) site plans, including plans for grading, utilities, access, parking and fencing; and
- (v) construction plans.

(collectively, "**Tenant's Plans**"). Landlord shall use its best efforts to complete its review of Tenant's Plans on an expedited basis. Notwithstanding the foregoing provisions of this Section 2.1, if Landlord acts unreasonably or in bad faith in disapproving any of Tenant's Plans, then if Tenant elects to terminate this Lease as set forth in Section 24, 27, and 28.1 herein, upon termination by Tenant hereunder, Landlord shall refund to Tenant, within ninety (90) days, any Base Rent paid by Tenant pursuant to Section 3.1 prior to such termination. To the extent that

there are any modifications to the Tenant's Plans prior to the completion of such Improvements, Tenant shall submit such proposed modifications to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. If Landlord disapproves a proposed modification of Tenant's Plans, and if Tenant claims that Landlord has acted unreasonably in doing so, Tenant may seek such remedies as may be available under Section 26 and/or Section 27 of this Lease.

Within one hundred eighty (180) days after completion of the Improvements, Tenant shall deliver a complete set of the as-built plans for the Improvements to Landlord.

2.2. Landlord's Improvement Work. Landlord shall have no obligation whatsoever to improve or alter the Land. Furthermore, Landlord shall not have any obligation to improve or alter an area that will be subject to an Easement Agreement or where the facility will ultimately connect to public roadways.

2.3. General Contractor. Selection of a general contractor(s) to construct the Improvements shall be made by Tenant. The general contractor(s) shall be licensed in Nevada. All engineering shall be performed by or under the supervision of professional engineers licensed in the State of Nevada.

2.4. Commencement of Tenant's Construction. Within one hundred eighty (180) days from the Effective Date, Tenant shall apply for all required preconstruction permits and commence the construction of the first phase of Improvements within one hundred twenty (120) days after receipt of all required preconstruction permits. Tenant shall proceed with such construction substantially in accordance with Tenant's Plans, and the schedule outlined therein, with all reasonable diligence and in a good and workmanlike manner.

2.5. Liability. Except for those utility improvements dedicated to the City of Boulder City, Tenant covenants and agrees that the Improvements shall be constructed, operated, repaired and maintained without cost or expense to Landlord and in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises and Easements in a good and workmanlike manner. Tenant agrees to defend, indemnify and hold Landlord, its successors, assigns, agents, employees and attorneys harmless from and against any and all cost, liability, expense, damage or injury resulting from or arising in connection with the construction, operation, repair and maintenance of the Improvements during the Lease Term including any Renewal Terms.

2.6. Insurance. Within sixty (60) days after commencing any construction on the Leased Premises, Tenant shall obtain, or cause its contractors to obtain, on behalf of Tenant, its contractors and agents, without cost to Landlord, Builder's Risk Insurance covering such project and improvements to the full extent of the insurable value thereof, and Tenant shall cause its contractor(s) to obtain or cause to be obtained Workers' Compensation Insurance covering all persons employed in connection with such demolition or construction and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Leased Premises. Tenant shall also obtain General Liability Insurance for the mutual benefit of Landlord, Tenant and the Leased Premises, and shall name Landlord an Additional Insured on such policy of insurance. All of the aforementioned policies shall be in the form and shall contain the liability limits specified in Article 9 hereof. Tenant and its contractors and subcontractors shall have the right, however, to self-insure with respect to their workers' compensation insurance obligations to the extent permitted by applicable law.

2.7. No Subordination of Landlord's Fee Title. Landlord shall not be required to subordinate Landlord's fee interest in the Leased Premises or its reversionary interest in the buildings and improvements to be constructed thereon to any lien securing Tenant's construction loan or other financing.

2.8. Notice of Non-Responsibility. Landlord may, at Landlord's sole discretion, record a Notice of Non-Responsibility to assure that Landlord's interest in the Leased Premises cannot be encumbered by mechanics' liens or materialmen's liens arising from Tenant's activity upon the Leased Premises.

2.9. Liens and Fees. Tenant shall at all times indemnify, save and hold harmless Landlord and Landlord's successors, assigns, agents, employees and representatives and the Leased Premises against all liens or claims which may ripen into liens, and against all attorneys' fees and other costs and expenses, growing out of or incurred by reason of or with respect to any construction done by or for Tenant on the Leased Premises. Should Tenant fail to fully discharge any such lien or claim, or in the alternative fail to post a bond sufficient to discharge such lien or claim within thirty (30) days after written request therefor by Landlord, then Landlord, at its option, may pay the same or any part thereof. Landlord shall be the sole judge of the legality of such lien or claim and the sufficiency of any bond. All amounts so paid by Landlord, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, from the time of payment until repayment, shall be repaid by Tenant as additional rent on the next rent payment date after written notice and evidence of payment by Landlord is delivered to Tenant.

2.10. Ownership of Improvements. During the Lease Term all movable fixtures and equipment, (collectively, "**Tenant's Personal Property**") shall remain and continue to be the property of Tenant and may be replaced with equivalent or better fixtures and equipment at any time and from time to time during the Lease Term. Tenant's Personal Property may be removed at the expiration or earlier termination of this Lease provided Tenant repairs any damage to the Improvements caused by such removal and the removal does not in any way weaken or otherwise adversely affect in any material respect the structural integrity of the Improvements. No such repair shall be required, and the structural integrity of the Improvements may be affected or weakened, if Landlord requires that the Improvements be removed from the Land, and if Tenant removes the Improvements as provided in this Section 2.10. Title to the Improvements constructed on the Leased Premises shall be vested in Tenant. Except to the extent removed by Tenant pursuant to the foregoing provisions of this Section 2.10, all such Improvements shall remain on the Leased Premises and automatically become the property of Landlord upon the expiration or earlier termination of this Lease unless Landlord gives written notice to Tenant that any or all such Improvements are to be removed, in which case Tenant shall, to the extent reasonable, remove the same and restore the Leased Premises to its condition at the commencement of this Lease, at Tenant's sole cost and expense, within one hundred eighty (180) days after (i) the expiration or earlier termination of this Lease or (ii) notice from Landlord given not later than one hundred eighty (180) days after the expiration or termination of this Lease, whichever is later, as to that portion of the Leased Premises upon which such improvement to be removed is situated. If Landlord requires Tenant to remove Improvements,

Landlord and Tenant agree that Tenant shall be required to remove all above grade structures; provided, however, that Tenant shall have no obligation to remove foundations, footings, and other similar below ground improvements so long as Tenant covers such improvements with soil. If Tenant fails to remove any Improvement, as required by this Section 2.10, then Landlord may undertake and complete such removal; and the cost of such removal, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, shall be payable on demand from Tenant to Landlord.

2.11. Land Use Matters. Landlord and Tenant acknowledge that Tenant intends to construct, among other things, an aviation passenger and commercial aviation terminal facility, inclusive of offices, meeting rooms, gift shop, aircraft maintenance hangars, aircraft storage hangars, aircraft tie-down, ramp improvements and similar facilities upon the Land with the intent to use the Land for the purposes and uses set forth in Exhibit C hereto. Landlord agrees to execute or join with Tenant as necessary in the execution of any reciprocal easement agreements or lot tie agreements and in applications to obtain such subdivisions, parcel maps, use permits or use or zoning changes or variances as may be reasonably necessary for Tenant's development and use of the Leased Premises all at Tenant's expense and without cost or expense to Landlord. Subject to the conditions set forth in the preceding sentence, Landlord shall cooperate with Tenant's efforts to obtain entitlements for the development of Tenant's Improvements provided that such cooperation is without additional cost or expense to Landlord.

### 3. Rent.

3.1. Base Rent. Commencing on the Commencement Date, the base rent shall be as specified in Exhibit "E", subject to increase for inflation pursuant to Section 3.2, below. Base Rent shall be paid to Landlord in monthly installments as set forth in this Section 3.1 on the first (1<sup>st</sup>) day of the applicable calendar month for such month, without any other reduction, deduction or setoff; provided that the Base Rent for the month in which the Commencement Date occurs, and for the last month of the Lease Term, shall be equitably prorated based on the number days in such month which constitutes a part of the Lease Term.

3.2. Increases in Base Rent. Beginning on the first day of the calendar month which is the first anniversary of the Commencement Date, and upon the same day of each year thereafter during the Lease Term, including any Renewal Term, (hereinafter, an "**Adjustment Date**"), the Base Rent shall be increased by an amount equal to the product of the Base Rent payable during the immediately preceding year multiplied by the Cost of Living Factor. The "**Cost of Living Factor**" for any Adjustment Date during the Lease Term, including any Renewal Terms, shall be a fraction whose numerator is the index figure stated as the Consumer Price Index for All Urban Consumers (CPI-U; U.S. City Average; All Items 1982-84= 100) published by the Bureau of Statistics of the United States Department of Labor (the "**Index**") for the month in which the Adjustment Date occurs (or the most recent available Index if the Index for the month in which the Adjustment Date occurs is not available) and whose denominator is the Index in effect on the Commencement Date, in the case of the first adjustment hereunder, or the Index used for the immediately preceding Adjustment Date, in the case of all adjustments after the first adjustment hereunder; provided that Cost of Living Factor for any year shall not exceed six (6) percent nor be less than two and one-half (2.5) percent. If the Index is discontinued, the Cost of Living Factor shall be based on comparable statistics on changes in the purchasing power of the

consumer dollar for the applicable periods, as published by a responsible financial periodical report of a recognized governmental or private authority then generally recognized for such purposes, all as selected by Landlord.

3.3. Place of Payment. All payments of Base Rent and other sums due from Tenant to Landlord pursuant to this Lease (sometimes collectively referred to herein as "**rent**") shall be made to Landlord as the same shall become due, in lawful money of the United States of America at the address specified in Section 23 of this Lease, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

3.4. Interest on Tenant's Obligations: Late Charges.

3.4.1. Interest. Any amount due from Tenant to Landlord which is not paid within ten (10) days after the date due shall bear interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

3.4.2. Late Charge. In the event Tenant is more than fifteen (15) days late in paying any installment of rent due under this Lease, Tenant shall pay Landlord a late charge equal to one-half of one percent ( $\frac{1}{2}\%$ ) of the delinquent installment of rent. The parties agree that the amount of such late charge represents a reasonable estimate of the cost and expense that would be incurred by Landlord in processing each delinquent payment of rent by Tenant, but the payment of such late charge shall not excuse or cure any default by Tenant under this Lease. The parties further agree that the payment of late charges and the payment of interest provided for in this Section 3.4.2 are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of a late charge is to compensate Landlord for the additional administrative expense incurred by Landlord in handling and processing delinquent payments.

4. Holding Over by Tenant. Should Tenant or any assignee, subTenant or licensee of Tenant fail to vacate the Leased Premises or any part thereof after the expiration or earlier termination of the Lease Term, unless otherwise agreed in writing, such failure to vacate shall constitute and be construed as a tenancy from month-to-month upon the same terms and conditions as set forth in this Lease at a monthly rental rate in an amount equal to one sixth ( $\frac{1}{6}$ ) of the yearly Base Rent payable immediately preceding the expiration of the Lease Term. Nothing contained in this Article 4 shall be construed as a consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises upon the expiration of the Lease Term or upon the earlier termination hereof and to assert any remedy in law or equity to evict Tenant and/or collect damages in connection with such holding over.

5. Uses.

5.1. Permitted Use. Tenant shall have the right to develop the Leased Premises for commercial and passenger aviation activities for fixed and rotary winged aircraft and related uses consistent with the terms and conditions of this Lease, including ramp spaces for parking and servicing of Tenant's aircraft as well as sale of products and services offered by Tenant and its affiliates and sublessees, including, but not limited to, the services and uses set forth in Exhibit C hereto. If any governmental license or permit is required for the lawful conduct of any business activity carried on by Tenant in the Leased Premises, and if the failure to obtain such license or permit would affect Landlord, Tenant shall procure and maintain such license or permit so long as the same is so required, make such license or permit available for inspection by Landlord and comply at all times with all terms and conditions thereof.

5.2. Prohibited Uses. Tenant covenants and agrees that it will not use or suffer or permit any person or persons to use the Leased Premises or any part thereof for any use or purpose in violation of the laws of the United States of America or the laws, ordinances, regulations or requirements of the State of Nevada, Clark County, City of Boulder City or other lawful authorities having jurisdiction. Nothing contained herein shall be deemed to prevent Tenant from making a use of the Leased Premises claimed by any governmental authority having jurisdiction to be within the scope of the preceding sentence provided that Tenant is contesting the application or interpretation of such laws or the determinations of any such lawful authority so long as (i) Landlord is given written notice thereof prior to the commencement of any such contest; (ii) such contest is prosecuted by Tenant with all reasonable diligence; and (iii) Tenant provides Landlord with such assurances or security as Landlord may reasonably require so that neither the Leased Premises nor Landlord's rights under this Lease may be adversely affected by such contest.

Tenant shall promptly, upon demand by Landlord, reimburse Landlord for any additional premium charged for any insurance policy held by Landlord by reason of Tenant's failure to comply with the provisions of this Article 5 and for any other costs reasonably incurred by Landlord in enforcing the provisions of this Section.

5.3. Project Standards. In constructing the Improvements, Tenant shall apply for and obtain all necessary permits and approvals from the Federal Aviation Administration ("FAA"), where applicable, and all City, County and State permits for the construction of a facility upon a federally funded airport. All facilities shall comply with the minimum standards for facilities constructed upon an airport as specified by FAA, where applicable. Ramp areas shall be constructed according to standards developed by Landlord and be sufficient to store aircraft with a weight rating of 12,500 pounds per single wheel.

6. Representations and Covenants of Landlord. As of the Effective Date of this Lease, Landlord represents, warrants and covenants to Tenant as follows:

6.1. Title. That Landlord has good and marketable fee simple title to the Leased Premises, subject to those exceptions which are set forth in Exhibit "C" and such other matters as would be disclosed by an ALTA survey of the Leased Premises, possesses full power and authority to deal therewith in all respects and no other party has any right or option thereto or in connection therewith.

6.2. Condemnation. That there are no pending or, to the knowledge of Landlord, threatened condemnation proceedings or actions affecting the Leased Premises.



6.3. Legal Proceedings. That there are no pending or, to the knowledge of Landlord, threatened actions or legal proceedings which could adversely affect the Leased Premises or Tenant's rights under this Lease.

6.4. Special Assessments. That there are no special assessments due or pending for sewer, sidewalk, water, paving, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, with respect to the Leased Premises.

6.5. Binding Obligation. This Lease has been duly authorized, executed, and delivered by or on behalf of Landlord and is, upon execution and delivery, the legal, valid, and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles. The execution of this Lease and the consummation of the transactions contemplated hereby does not constitute a default or an event which with notice or passage of time or both will constitute default under any contract to which Landlord is a party or by which Landlord is bound.

6.6. No Violation of Law. That Landlord has not received notice and has no knowledge of any violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting any part of the Leased Premises.

6.7. Environmental Matters. That Landlord has no knowledge of any noncompliance or violation of local, state or federal environmental laws related to the Leased Premises, or the existence of any Hazardous Substances (as defined in Section 25.4) in amounts or concentrations that could result in remediation or other requirements on the part of any applicable governmental authority under any Environmental Laws (as defined in Section 25.4), or the existence within the Leased Premises of any underground storage tanks.

6.8. Zoning. That the Land is currently zoned Airport (AP). The operation of an general aviation passenger terminal facility and general commercial aviation activities are permitted uses under an Airport zoning designation. A conditional use permit is not required.

7. Utilities. Tenant shall pay all charges incurred for the use of utility services at the Leased Premises including, without limitation, gas, electricity, water and telephone. Tenant shall pay all utility connection charges.

8. **Taxes, Assessments and other Governmental Impositions.**

8.1. Payment. Subject to the following sentence and subject to Section 3.3, Tenant shall pay, within thirty (30) days after written demand from Landlord, any real estate taxes, assessments (both general and special) and other governmental impositions which are levied against the Leased Premises; provided that Tenant shall have no obligation to pay any of such taxes, assessments and impositions more than ten (10) days prior to the date the same are due to the taxing authority. Tenant's obligations under this Section 8.1 shall extend only to taxes, assessments and impositions which are properly allocable to the Lease Term; provided, however, that if the City of Boulder City transfers all or part of its rights under this Lease or the real property subject to this Lease to any third party, Tenant shall thereafter have the right to offset or deduct from any payments due Landlord hereunder all amounts paid by Tenant for real estate

taxes, assessments and impositions levied against the Lease Premises which would not be due if the City of Boulder City continued to hold its rights under the Lease and the real property subject to the Lease. Any tax, assessment, imposition or other similar expense which is properly allocable to any period prior to the Commencement Date or any period after the date of termination or expiration of this Lease shall not be the obligation of Tenant.

8.2. Contest. Tenant may, if it shall so desire, contest the validity or amount of any tax or assessment against the Leased Premises, in which event Tenant may defer the payment thereof during the pendency of such contest if applicable law so permits; provided, however, that Tenant shall not allow any tax lien to be foreclosed on the Leased Premises, and, unless such tax is paid under protest, not later than ten (10) days prior to the date the same shall become delinquent, Tenant shall have (i) deposited with a bank or trust company reasonably acceptable to Landlord, an amount sufficient to pay such contested item(s) together with the interest and penalties thereon (as reasonably estimated by Landlord) with written instructions to said bank or trust company to apply such amount to the payment of such item(s) when the amount thereof shall be finally fixed and determined (with the remainder to be paid to Tenant), or (ii) provided Landlord with other reasonably acceptable security. In the event Landlord is required by law to join in any action or proceeding taken by Tenant to contest any such taxes or assessments, Tenant shall indemnify, defend and hold Landlord and Landlord's successors, assigns, agents, employees and representatives harmless from any and all costs, fees (including, but not limited to reasonable attorneys' fees), expenses, claims, judgments, orders, liabilities, losses or damage arising out of such action or proceeding.

If, at any time, in the judgment of Landlord reasonably exercised, it shall become necessary so to do, Landlord, after written notice to Tenant, may, under protest if so requested by Tenant pay such monies as may be required to prevent the transfer of the Leased Premises to the Clark County Treasurer or the sale of the Leased Premises or any part thereof; or foreclosure of the lien created thereon by such item, and such amount shall become immediately due and payable by Tenant to Landlord, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, and shall constitute additional rent hereunder, or at Tenant's option and at Tenant's sole cost and expense, in lieu thereof, Tenant shall obtain lien release bonds in amounts equal to the claims of any such liens or as otherwise required by applicable law to obtain the full release of such liens.

8.3. Substitute Taxes. Notwithstanding anything herein to the contrary, if at any time during the Lease Term, including any applicable Renewal Terms, there shall be levied or assessed in substitution of real estate taxes, in whole or in part, a tax, assessment or governmental imposition (other than a general gross receipts or income tax) on the rents reserved herein, and said tax, assessment or governmental imposition shall be imposed upon Landlord, Tenant shall pay the same as herein above provided, but only to the extent that such new tax, assessment or governmental imposition is a substitute for real estate taxes previously imposed.

8.4. Installment Payments. Notwithstanding anything herein to the contrary, if at any time during the Lease Term any assessment (either general or special) is levied upon or assessed against the Leased Premises or any part thereof, and if such assessment is permitted to be paid in

installments and Tenant elects to pay such assessment in installments, Tenant's obligation under this paragraph to pay such assessment shall be limited to the amount of such installments (plus applicable interest thereon charged by the taxing authority, if any) which become due during the Lease Term, including any applicable Renewal Terms.

9. **Insurance.**

9.1. **Fire Insurance.** Commencing on or before the issuance of a Certificate of Occupancy, Tenant shall maintain so called "all risk" fire and extended coverage insurance (including vandalism and malicious mischief insurance and earthquake and flood insurance if commercially available at reasonable cost) on the Improvements, with a limit of or in an amount not less than one hundred percent (100%) of the replacement value thereof, less the cost of excavations, foundation, footings and underground tanks, conduits, pipes, pilings and other underground items. Payments for losses shall be made to a third party escrow or construction control account which is reasonably and mutually acceptable to Landlord and Tenant (and, if applicable, any Leasehold Mortgagee named as loss payee hereunder), and shall be disbursed from such account to Tenant and Tenant's contractors to pay for the restoration of the Improvements in accordance with the provisions of this Lease under Article 13. Tenant may include the holder of any Leasehold Mortgage as a loss payee provided that the proceeds of such insurance required hereunder shall be used for the repair and reconstruction of the Improvements, subject only to conditions permitted pursuant to Section 22.4. Any such Leasehold Mortgagee which is named as loss payee shall be deemed an acceptable construction control escrow for purposes of this Section 9.1.

The full replacement value of the items to be insured under this Section 9.1 shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, Landlord shall have the right to notify Tenant that it elects to have the replacement value redetermined by the insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

Tenant shall evidence the insurance coverage required by this Section 9.1 by delivering to Landlord, thirty (30) days after the issuance of a Certificate of Occupancy and thereafter from time to time upon request by Landlord, certificates issued by the insurance companies, if any, underwriting such risks.

9.2. **Liability Insurance.** Tenant shall also insure against property damage and public liability arising by reason of occurrences on or about the Leased Premises by maintaining an Aviation Premises Liability Form policy or policies insuring against the tort liabilities assumed under this Lease, on an "occurrence" or "claims made" basis, with a primary liability limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), and a combined primary and excess coverage limit of not less than TWO MILLION DOLLARS (\$2,000,000). Tenant shall evidence the insurance coverage required by this Section 9.2 by delivering to Landlord, prior to taking possession of the Land, and thereafter from time to time upon request by Landlord, certificates issued by the insurance companies, if any, underwriting such risks.

9.3. Worker's Compensation. Tenant shall maintain (at its sole cost and expense) workers' compensation and employers' liability insurance covering all of its employees as required of the laws of the State of Nevada. Tenant shall have the right to self-insure with respect to such required coverage to the extent permitted by applicable law.

9.4. Policy Requirements. Except for workers' compensation insurance, all insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State of Nevada if required by law, and, except for workers' compensation policies, shall provide for cancellation only upon thirty (30) days prior written notice to Landlord. Except for workers' compensation insurance, Tenant shall, at the expiration of any such policy, furnish Landlord with renewals or "binders" thereof or certificates evidencing the same, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand as additional rent, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law. With respect to workers' compensation insurance, Tenant shall furnish Landlord with reasonable evidence that Tenant has complied with its obligations under this Lease.

9.5. Blanket and Self Insurance. Notwithstanding the provisions of Section 9 to the contrary, and only to the extent permitted by applicable law, Tenant shall be permitted to fulfill its obligations under this Article 9 pursuant to (i) one or more blanket policies (as long as the Leased Premises are adequately insured as required by this Lease), or (ii) self insurance (provided that Tenant shall give five (5) days' prior written notice to Landlord and obtain Landlord's prior written approval, and such approval not to be unreasonably withheld or delayed.

10. Repairs. Tenant shall take good care of the Leased Premises (including the Improvements constructed by Tenant) during the Lease Term and shall maintain the same in a good condition and state of repair, including repairs to the interior, exterior and structure, it being understood that Landlord shall not be required to make any repairs to the Leased Premises during the Lease Term.

11. Alterations. Tenant shall have the right to make, at its sole cost and expense, additions, alterations and changes (hereinafter referred to as "Alterations") in or to the Improvements, provided an Event of Default shall not then exist, and subject to the following conditions:

11.1. Permits. No Alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required, from time to time, all required permits and authorizations of City of Boulder City and other governmental authorities having jurisdiction.

11.2. Construction. All Alterations shall be pursued promptly to completion and shall be done in a good and workmanlike manner and in compliance with all applicable permits and

authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, boards and officers.

11.3. Inspection. During construction of the Improvements, and subject to applicable laws and to Tenant's security policies, Landlord shall have the right to go upon and inspect the Improvements at all reasonable times and upon reasonable notice and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Leased Premises in such a manner as not to interfere with Tenant's construction.

11.4. Liens. Tenant shall indemnify, defend, satisfy and hold harmless Landlord and Landlord's heirs, successors, assigns, agents, employees and representatives from and against all claims, reasonable attorneys' fees and other costs and expenses growing out of or incurred by reason of or with respect to liens for labor or materials supplied or claimed to be supplied in connection with Alterations done by or for Tenant. Should Tenant fail to fully discharge any such lien or claim, or in the alternative fail to post a bond sufficient to discharge such lien or claim within thirty (30) days after written request therefor by Landlord, then Landlord, at its option, may pay the same or any part thereof and shall be the full judge of the legality of such lien or claim and the sufficiency of any bond. All amounts paid by Landlord, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, from the time of payment until repayment, shall be repaid by Tenant as additional rent on the next rent payment date after notice of payment by Landlord.

11.5. Insurance. Prior to making any material Alterations to any building or work of improvement, Tenant and Tenant's subcontractors and agents shall obtain Workers' Compensation and Builder's Risk and Liability Insurance in such amounts and form as required by Section 2.6 hereof.

## **12. Equipment, Fixtures and Signs.**

12.1. Equipment and Fixtures. Tenant shall have the right to erect, install, maintain and operate on the Leased Premises such equipment, trade and business fixtures, and other personal property as Tenant may deem necessary, or appropriate, and such shall not be deemed to be part of the Leased Premises, but shall remain the property of Tenant, as provided in Section 2.10 above. At any time during the Lease Term and within one hundred eighty (180) days after termination hereof, Tenant shall have the right to remove Tenant's Personal Property from the Leased Premises provided that an Event of Default shall not then exist. Tenant's Personal Property may be removed at the expiration or earlier termination of this Lease if Tenant repairs any damage to the Improvements caused by such removal and the removal does not in any way

weaken or otherwise adversely affect in any material way the structural integrity of the Improvements; provided that such repair shall not be required, and the structural integrity, of the Improvements may be affected or weakened, if Landlord requires that the Improvements be removed from the Land, and if Tenant removes the Improvements pursuant to Section 2.10 above.

12.2. Permitted Signs. Tenant shall be entitled to such signs as may be reasonably approved by Landlord. Tenant's rights under this Section 12.2 are subject to Tenant's receipt of any and all necessary governmental approvals, permits and consents.

### **13. Damage by Fire or Other Casualty.**

13.1. Restoration. Except as otherwise provided in this Section 13.1, Tenant shall repair, at Tenant's cost, any damage to Improvements (including any damage for which no insurance coverage was obtained or obtainable). In the event all or any substantial portion of the Improvements shall be damaged or destroyed in whole or in part by fire or any other casualty such that the cost to repair and restore the Improvement exceeds ten percent (10%) of the replacement cost of the Improvements, Tenant shall, at Tenant's option either (i) proceed diligently to repair or rebuild the Improvements to a value, condition, quality and character substantially similar to that which existed immediately prior to such damage or destruction, subject to Tenant's right to alter the same in accordance with Article 11; or (ii) terminate this Lease and demolish the Improvements and regrade the Land to finish grade in accordance with Landlord's reasonable requirements.

13.2. Use of Insurance Proceeds. All insurance proceeds with respect to the Improvements which are paid to Tenant shall, if Tenant elects to rebuild the Improvements pursuant to Section 13.1, be deposited by Tenant into a third party escrow or construction control account which is reasonably acceptable to Landlord and Tenant (and, if applicable, any Leasehold Mortgagee named as loss payee with respect to such insurance pursuant to Section 9.1), and shall be disbursed from such account to Tenant and Tenant's contractor for the payment of the costs of the repair and restoration of the Improvements. Any such Leasehold Mortgagee which is named as loss payee shall be an acceptable construction control account for purposes of this Section 13.2. Notwithstanding the foregoing, if Tenant elects to demolish the Improvements pursuant to option (ii) of Section 13.1, all such insurance proceeds for reconstruction (as opposed to business interruption) which are not required to be paid to a Leasehold Mortgagee shall be allocated between and distributed to Landlord and Tenant in the ratio that the expired portion of the Lease Term bears to the unexpired portion thereof as of the date of the distribution, whereby that Landlord will receive the portion of the proceeds equal to the percentage of the Lease Term remaining. Renewal Terms that have not been exercised shall be used to calculate the ratio.

13.3. Additional Cost of Restoration. If Tenant elects to rebuild the Improvements pursuant to Section 13.1, and if the insurance proceeds received by or for the account of Tenant shall be insufficient to pay the entire cost of such repairs and restoration, Tenant shall supply the amount of any such deficiency and shall apply the same to the payment of the cost of such repair

and restoration. Under no circumstances shall Landlord be obligated to make any payment or contribution towards the cost of any repairs and restoration.

13.4. Rent Abatement. Unless the damage resulting from any casualty to the Leased Premises is caused by Tenant's negligence, the Base Rent shall abate with respect to that part of the Leased Premises that is unfit for use in Tenant's business based upon the nature and extent of interference to Tenant's ability to conduct business at the Leased Premises and the need for access and essential services. The Base Rent shall be abated to an amount equal to the square footage of that part of the Leased Premises that is unfit for Tenant's business, multiplied by the Base Rent per square foot for the Leased Premises which shall be adjusted as provided in Section 3. The abatement of Base Rent under this Section 13.4 shall continue from the date the damage occurred until Tenant again uses the Leased Premises or that part of the Leased Premises rendered unusable by the casualty.

#### 14. Condemnation.

14.1. Termination. If all of the Leased Premises (or if less than all, but the remaining portion will not permit Tenant to operate its business on the Leased Premises), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, then the Lease Term shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid up to that date.

14.2. Partial Condemnation. In the event of a partial taking or condemnation which takes less than a substantial portion of the Leased Premises and if the remaining portion will permit Tenant to operate the commercial aviation and passenger aviation facilities on the Leased Premises, then Tenant, at Tenant's sole cost and expense, shall proceed with reasonable diligence to restore the Leased Premises to a condition, to the extent practicable, comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but, subject to Section 14.4 below, with a pro rata reduction of rent.

14.3. Payment of Award. In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, Landlord shall be entitled to the entire award for the Land; provided, however, that notwithstanding any term to the contrary contained in this Section 14.3, Tenant shall be entitled to the entire award for the Leased Premises in the event that the City of Boulder City invokes the right of condemnation or eminent domain which results in the condemnation, taking or sale of the Leased Premises. Any award which is paid for the Improvements and which is not required to be paid to a Leasehold Mortgagee shall be allocated between and distributed to Landlord and Tenant in the ratio that the expired portion of the Lease Term bears to the unexpired portion thereof as of the date of the taking, whereby that Landlord will receive the portion or the proceeds equal to the percentage of the Lease Term remaining. Renewal Terms that have not been exercised shall be included in the ratio calculation. However, if the Leased Premises shall be restored by Tenant as herein provided, Tenant shall first be entitled to recover



the costs and expenses incurred in such restoration out of any such award. Nothing contained in this Section 14.3 shall be deemed to prevent Tenant from seeking a separate award from the taking authority for the taking of Tenant's personal property and fixtures or for relocation and business interruption expenses incurred by Tenant as a result of the taking.

**15. Liability and Indemnification.**

15.1. Tenant Indemnity. Landlord shall not be liable to Tenant or Tenant's successors, assigns, directors, employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property caused by or arising as a result of the negligence or misconduct of Tenant, its employees or agents, or of any other person (other than Landlord or Landlord's employees or agents) entering upon the Leased Premises under express or implied invitation of Tenant, as well as any such damage or injury, which is caused by or which arises as a result of Tenant's breach of this Lease, and Tenant agrees to indemnify, defend and hold Landlord and Landlord's successors, assigns, agents, employees and representatives harmless from any liability, loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury.

15.2. Notice of Indemnity. Landlord shall provide Tenant notice of any such claims of liability for which Landlord may seek indemnification pursuant to Section 15.1 with reasonable promptness and Tenant shall defend such claims by counsel of its own choosing, at Tenant's expense. Landlord shall cooperate fully in all respects with Tenant in any such defense at Tenant's expense, including, without limitation, by making available to Tenant all pertinent information under the control of Landlord. If Tenant elects to defend a claim, Landlord may, at Landlord's expense, participate in such matter with counsel of Landlord's own choosing.

15.3. Landlord Indemnity. Tenant shall not be liable to Landlord or Landlord's successors, assigns, employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property caused by or arising as a result of the negligence or misconduct of Landlord, its employees or agents, or of any other person (other than Tenant or Tenant's employees or agents) entering upon the Leased Premises under express or implied invitation of Landlord, as well as any such damage or injury which is caused by or which arises as a result of Landlord's breach of this Lease, and to the fullest extent allowed under Chapter 41 of the Nevada Revised Statutes, Landlord agrees to indemnify, defend and hold Tenant and Tenant's successors, assigns, agents, employees and representatives harmless from any liability, loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any such damage or injury.

15.4. Tenant Notice of Indemnity. Tenant shall provide Landlord notice of any such claims of liability for which Tenant may seek indemnification pursuant to Section 15.3 with reasonable promptness and Landlord shall defend such claims by counsel of its own choosing, at Landlord's expense. Tenant shall cooperate fully in all respects with Landlord in any such defense, including, without limitation, by making available to Landlord all pertinent information

under the control of Tenant. If Landlord elects to defend a claim, Tenant may, at Tenant's expense, participate in such matter with counsel of Tenant's own choosing.

15.5. Survival. The provisions of this Article 15 shall survive the termination of this Lease.

16. **Right of Inspection**. Subject to applicable laws and Tenant's and its contractor(s)' normal security policies, Landlord and its agents and representatives shall be entitled to enter upon and inspect the Leased Premises at any time during normal business hours upon prior reasonable notice (or, in the case of an emergency, at any time and with or without notice), provided only that such inspection shall not unreasonably interfere with Tenant's business. Tenant reserves the right to require that Landlord be accompanied by a representative of Tenant while on the Leased Premises.

17. **Warranty of Title and Quiet Enjoyment**.

17.1. Quiet Enjoyment. Landlord represents and warrants that it is the owner in fee simple of the Land, and that it alone will have full right to lease the Leased Premises for the Lease Term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming by, through, or under them or anyone claiming under paramount title to Landlord.

17.2. Encumbrances. Landlord represents and warrants that, with the exception of exceptions shown on Exhibit "C," it has neither granted nor created and covenants that it will not grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Leased Premises which would have any material adverse effect upon Tenant's rights or obligations under this Lease. If Landlord's interest in the Land or in this Lease is sold or conveyed upon the exercise of any remedy provided for in any mortgage loan, or otherwise by operation of law, this Lease will not be affected in any way, and Tenant will attorn to and recognize the new owner as Tenant's Landlord under this Lease. Tenant will confirm such attornment in writing within ten (10) days after Tenant's receipt of a written request for attornment.

18. **Waiver of Subrogation**. Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the Lease Term for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, or worker's compensation insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each

insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

19. **Force Majeure.** The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease, other than the payment of amounts due under this Lease, shall be deemed extended by time lost due to delays resulting from acts of God, strikes, labor disputes, unavailability of building materials, civil riots, floods or other weather-related conditions, material or labor restrictions by governmental authority, and any other cause not within the reasonable control of Landlord or Tenant, as the case may be, to the extent such delays are not attributable to the fault or negligence of the party claiming relief.

20. **No Brokers.** Tenant warrants that it has not had any contact or dealings with any person or real estate broker which would give rise to the payment of any finders' fee or brokerage commission by Landlord in connection with this Lease, and Tenant shall indemnify, hold harmless and defend Landlord from and against any liability with respect to any finder's fee or brokerage commission arising from of any act or omission of Tenant. Landlord warrants that it has not had any contact with any person or real estate broker which would give rise to the payment of any finders' fee or brokerage commission by Tenant in connection with this Lease, and Landlord shall indemnify, hold harmless and defend Tenant from and against any liability with respect to any finders' fee or brokerage commission arising out of any act or omission of Landlord.

21. **Landlord-Tenant Relationship.** It is further understood and agreed that the Landlord shall in no event be construed or held to be a partner, joint venturer or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

22. **Assignment and Subletting.**

22.1. **Assignment and Subletting.** Except as permitted in Section 22.2, Tenant shall not assign this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Landlord shall consent to an assignment of this Lease if: (i) no Event of Default (hereinafter defined) has occurred and is continuing at the time of the request for consent to the assignment; (ii) the use to be made of the Leased Premises by the assignee or subtenant shall be permitted by Article 5 hereof; (iii) the assignee is solvent and financially able to meet the projected costs of the obligations to be assumed for the unexpired portion of the Lease Term as they come due; (iv) the assignee assumes in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed; and (v) Tenant delivers to Landlord within fifteen (15) days (or as soon thereafter as is reasonably practicable) after the assignment an executed duplicate of such agreement, together with a duly executed assumption agreement (the conditions set forth in this Section 22.1(i) through (v), the "**Assignment Conditions**"). Except where an assignment

pursuant to this Section 22.1 satisfies the Assignment Conditions at the time of such assignment, then, unless Landlord otherwise consents thereto, such assignment shall not be deemed to constitute a novation or in any way release the applicable assignor from further performance of its obligations under this Lease, and such assignor shall continue to be liable for all obligations of the "Tenant" hereunder for the balance of the Lease Term with the same force and effect as if no such assignment had been made.

22.2. Assignment to Affiliate. Tenant shall have the right to assign this Lease, without Landlord's consent, to any assignee which controls or is controlled by or under common control with Tenant, any partnership in which Tenant is a general partner, any limited liability company which is controlled by Tenant, or any member in Tenant which holds not less than a twenty-five percent (25%) interest in the profits or capital of Tenant. Except where an assignment pursuant to this Section 22.2 satisfies the Assignment Conditions, at the time of such assignment, then, unless Landlord otherwise consents thereto, such assignment shall not be deemed to constitute a novation or in any way release the applicable assignor from further performance of its obligations under this Lease, and such assignor shall continue to be liable for all obligations of the "Tenant" hereunder for the balance of the Lease Term with the same force and effect as if no such assignment had been made. Known Affiliates at the time of this agreement include: Scenic Airlines, Inc., Eagle Canyon Leasing, Inc., GY Property Holdings, LLC, Yamagata Corporation, Yamagata Venture Investments, LLC, GY Aviation, LLC, KXL, LLC, BFE, LLC, Helicopter Accessory Services, Inc., BC Ground Support and Fuel, LLC.

#### 22.4. Encumbrance or Assignment as Security.

##### 22.4.1. Definitions.

22.4.1.1. The term "**Leasehold Mortgage**" as used in this Lease shall mean a first mortgage, a first deed of trust, a sale - leaseback (wherein the leaseback is prior to all other security interests in Tenant's leasehold estate) or other first priority security instrument or device by which Tenant's leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred in whole or in part, to secure a debt or other obligation.

22.4.1.2. The term "**Leasehold Mortgagee**" as used in this Lease shall refer to an institutional lender (i.e., a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, college, university, real estate investment trust or pension fund or any other institution which is recognized nationally or regionally as being in the business of lending money or serving as the trustee for persons investing in such debt) which is not affiliated with Tenant and which is the holder of a Leasehold Mortgage (which in the case of a deed of trust is the beneficiary thereof and in the case of a sale-leaseback is the Landlord) in respect to which the notice provided for by Section 22.4.3 has been given and received and as to which the provisions of this Section 22.4 are applicable.

22.4.2. Tenant's Right to Mortgage its Leasehold Interest. Notwithstanding any other provision contained in this Lease, for the purpose of financing construction or

reconstruction permitted by this Lease or refinancing any such financing, Tenant shall have the right to encumber or assign its interest in this Lease or assign its interest in any sublease hereunder by mortgage or deed of trust (hereinafter, collectively, "**Mortgage**") (or by foreclosure or assignment in lieu of foreclosure under such Mortgage) to any institutional lender or other lender reasonably acceptable to Landlord as mortgagee and if such Mortgage is a deed of trust, foreclosure may be had thereunder by the exercise of a power of sale in accordance with the provisions of Chapter 107 of the Nevada Revised Statutes. There may be more than one Mortgage on Tenant's interest in the Improvements and this Lease except that there may be only one Mortgage at any given time constituting a first lien thereon (other than as provided in the following sentence) and only one Leasehold Mortgagee at any given time (which Leasehold Mortgagee may consist of more than one person or entity so long as such multiple persons or entities act through one collateral agent). Notwithstanding the foregoing, beneficiaries of two (2) separate Mortgages may act collectively as a Leasehold Mortgagee, so long as (i) such beneficiaries act through one (1) collateral agent; and (ii) such Mortgages are, by virtue of an intercreditor or similar agreement between such beneficiaries (a copy of which shall be provided to Landlord before it shall be effective as to Landlord), of equal first priority. All obligations imposed hereunder on any Mortgage or Mortgagee shall bind all such Mortgages and Mortgagees but except for a Mortgage constituting a first lien on Tenant's interest in the Improvements and this Lease and otherwise complying with the requirements contained herein for a Leasehold Mortgage, no Mortgage, or any Mortgagee thereunder, shall be entitled to the benefits of any provision of this Lease except as set forth in this Section 22.4.2.

22.4.3. Notice to Landlord. Upon execution of a Mortgage otherwise entitled to the benefits of a Leasehold Mortgage (or any amendment, supplement or modification thereto) and in order to be entitled to such benefits, a photostatic copy of such instrument and the obligation secured thereby shall be promptly delivered to Landlord together with a certification by Tenant and the Leasehold Mortgagee confirming that the photostatic copy is a true copy of the Leasehold Mortgage and giving written notice of the name and mailing address of the Leasehold Mortgagee (which shall be deemed such Leasehold Mortgagee's address hereunder until changed by notice to Landlord and Tenant as provided in Article 23), that the Leasehold Mortgage was recorded in the Official Records of Clark County, Nevada, the date of recording or filing of record thereof and recorder's instrument number and book reference or other recorder's index reference, and that such Mortgage is a first lien on Tenant's interest in the Improvements and this Lease. Until such true copies and certificate are delivered to Landlord, any such instrument shall have no force or effect whatsoever on the enforcement by Landlord of any provisions of this Lease or any rights or remedies hereunder.

22.4.4. Cancellation, Surrender and Modification. No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

22.4.5. Notice of Default and Right to Cure. Landlord, upon providing Tenant any notice of: (i) default under this Lease, (ii) a termination of this Lease, or (iii) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such

notice to any Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to any Leasehold Mortgagee. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice, for remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 22.4.6 and 22.4.7, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Premises by the Leasehold Mortgagee for such purpose.

22.4.6. Termination for Tenant Default. Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default or the act or omission which gave rise to such default, Landlord shall notify any Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least ninety (90) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 22.4.7 below shall apply if, during such thirty (30) or ninety (90) day cure period, any Leasehold Mortgagee shall:

(a) notify Landlord of such Leasehold Mortgagee's desire to avoid any termination of this Lease by Landlord; and

(b) pay or cause to be paid all rent and other payments then due and in arrears as specified in the notice to such Leasehold Mortgagee and which may become due during such thirty (30) or ninety (90) day cure period, provided, however, that such payment shall not be deemed a waiver of any other default; and

(c) comply, or in good faith and with reasonable diligence commence to comply, with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee (provided, however, that such Leasehold Mortgagee shall not be required during such period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee, so long as such lien, charge or encumbrance does not also encumber or threaten Landlord's interest in the Land or the Leased Premises).

22.4.7. Procedure of Default.

22.4.7.1. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and if a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 22.4.6, the specified date for the termination of this Lease as fixed by Landlord in its termination notice shall be extended for a period of six (6) months provided that such Leasehold Mortgagee shall, during such six (6) month period:

(a) Pay or cause to be paid the rent, additional rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee, so long as such lien, charge or encumbrance does not also encumber or threaten Landlord's interest in the Land or the Leased Premises, and (B) past nonmonetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

(b) If not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

22.4.7.2. If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 22.4.7.1, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 22.4.7.2, however, shall be construed to extend this Lease beyond the Lease Term, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the subject Tenant default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

22.4.7.3. If a Leasehold Mortgagee is complying with Section 22.4.7.1, upon the acquisition of Tenant's leasehold estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, and upon the discharge of any lien, charge or encumbrance against the Tenant's interest in this Lease or the Leased Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which the Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

22.4.7.4. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor

shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be an assignee or transferee within the meaning of this Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment.

22.4.7.5. Any Leasehold Mortgagee or other acquirer of the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, without further consent of Landlord, sell and assign the leasehold estate on such terms and to such persons and entities as are acceptable to such Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease, provided that such assignee is solvent and financially and legally able to perform the obligations of Tenant for the unexpired Lease Term. No other or further assignment shall be made except in accordance with the provisions of Article 22 of this Lease. Upon execution of any assignment permitted to be made to or by the Leasehold Mortgagee a fully executed copy thereof, together with a written statement of the place of recording or filing of record, if any, and a copy of the assumption agreement, if applicable, shall be delivered promptly to Landlord; and until such delivery to Landlord such assignment shall have no force or effect whatsoever on the enforcement by Landlord of any provisions of this Lease or any rights or remedies hereunder.

22.4.7.6. Notwithstanding any other provisions of this Lease, any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the leasehold estate hereby created.

22.4.7.7. Nothing in this Section 22.4 shall limit Landlord's ability to enforce this Lease by any means (including, but not limited to, an action for specific performance and/or injunction) other than termination, reentry or taking possession after expiration of the cure periods, if any, provided in Section 24.1, or alternatively, termination, reentry or taking possession after expiration of the period provided in Section 22.4.7.1 and Section 22.4.7.2.

22.4.8. New Lease. In the event of the termination of this Lease as a result of Tenant's default, Landlord shall, in addition to providing the notices of default and termination as required above, provide any Leasehold Mortgagee with written notice that this Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Leased Premises with such



Leasehold Mortgagee or its designee for the remainder of the Lease Term, effective as of the date of termination, at the rent, and upon the terms, covenants and conditions (but excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Landlord's notice of termination or actual termination, if later, of this Lease given pursuant to this Section 22.4.8.

(b) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Landlord shall have incurred by reason of such default, termination and the preparation, execution and delivery of the New Lease, and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant. Upon the execution of such New Lease, Landlord shall allow to the tenant named therein as an offset against the sums otherwise due under this Section 22.4.8(b) or under the New Lease, an amount equal to the net income, if any, derived by Landlord from the Leased Premises during the period from the date of termination of this Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Landlord pursuant to this Section 22.4.8 (b), the payment obligation shall be satisfied if Landlord shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, and such obligation shall be adequately secured. For purposes of this Section 22.4.8(b) "**net income**" shall mean gross revenue derived by Landlord from the Leased Premises during the period from the date of termination of this Lease to the date of the beginning of the lease term of such New Lease, less all operating expenses, real and personal property taxes and debt service payments (with respect to debt incurred to own, operate, alter or manage the Improvements) incurred or paid by Landlord during such period.

(c) Such Leasehold Mortgagee or its designee shall agree to cure any of Tenant's defaults of which said Leasehold Mortgagee was notified by Landlord's notice of termination and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(d) Any New Lease made pursuant to this Section 22.4.8 shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Leased Premises and the

tenant under such New Lease shall have the same right, title and interest in and to the Leased Premises and the buildings and improvements thereon as Tenant had under this Lease.

(e) The tenant under any New Lease shall, upon an assignment of such leasehold estate, be relieved and discharged from the obligations imposed on the tenant by such New Lease, provided that the assignee of such leasehold estate is solvent and financially and legally able to perform the obligations of the tenant for the unexpired term of the New Lease.

22.4.9. Leasehold Mortgagee Need Not Cure Specified Defects. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, including, but not limited to, the defaults referred to in Section 24.1.3, 24.1.4 and 24.1.5, in order to comply with the provisions of this Section 22.4.

22.4.10. Casualty and Condemnation Loss. Any Mortgage must be consistent with and not interfere with Landlord's rights hereunder with respect to insurance, casualty and condemnation, except that a Leasehold Mortgage may provide that casualty insurance proceeds with respect to the Leased Premises and condemnation awards payable with respect to the buildings and other improvements on the Leased Premises shall only be disbursed for repair, reconstruction or restoration upon satisfaction of specified conditions. Such conditions shall be subject to Landlord's approval, which shall not be unreasonably withheld; provided that those conditions set forth in Exhibit "D" attached hereto shall be deemed to be reasonable. The Leasehold Mortgage shall provide that Landlord shall have a reasonable period of time after Tenant's failure to satisfy such conditions in which to satisfy the same and that thereupon such proceeds or condemnation awards shall be made available for repair, reconstruction and restoration as herein provided. The failure of any Leasehold Mortgagee to make such proceeds or condemnation awards available shall not relieve Tenant of any obligation hereunder and any failure of Tenant to repair, reconstruct or restore as provided in this Lease shall constitute a default.

22.4.11. Arbitration. Landlord shall give any Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between Landlord and Tenant involving obligations under this Lease. Any Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings at its or Tenant's cost, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Landlord shall give the Leasehold Mortgagee notice of, and a copy of, any award or decision made in any such proceedings. In the event Tenant shall fail to appoint an arbitrator after notice from Landlord, as provided in Article 26 hereof, a Leasehold Mortgagee shall have an additional period of thirty (30) days, after notice by Landlord that Tenant has failed to appoint such arbitrator, to make such appointment, and the arbitrator so appointed shall thereupon be recognized in all respects as if he had been appointed by Tenant.

22.4.12. No Merger. So long as any Leasehold Mortgage is in existence, unless any Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Leased Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but

shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

22.4.13. Future Amendments. In the event Tenant hereafter seeks to encumber its leasehold estate, Landlord agrees to amend this Lease from time to time to the extent reasonably requested by a prospective Leasehold Mortgagee, provided that such proposed amendments do not materially and adversely affect the rights of Landlord or its interest in the Leased Premises. All reasonable expenses incurred by Landlord in connection with any such amendment shall be paid by Tenant.

22.4.14. Prepaid Rent. If any Leasehold Mortgagee, its designee or other purchaser has acquired the leasehold estate of Tenant pursuant to foreclosure, conveyance in lieu of foreclosure or other proceedings, or has entered into a New Lease with Landlord in accordance with Section 22.4.8, such Leasehold Mortgagee, its designee or other purchaser shall succeed to the rights of Tenant, if any, in and to any prepaid rent paid by Tenant pursuant to this Lease. In such event, Tenant shall no longer have any rights to such prepaid rent, and Landlord shall hold such prepaid rent for and on behalf of such Leasehold Mortgagee, its designee or other purchaser.

22.4.15. Estoppel. Landlord shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period, within ten (10) days after written request from Tenant to do so, certify by written instrument duly executed and acknowledged to any Leasehold Mortgagee or purchaser, or proposed Leasehold Mortgagee or proposed purchaser, or any other, person or entity specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its terms; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of Tenant; (e) as to the commencement and expiration dates of the Lease Term; (f) as to receipt of notice by Landlord of and consent by Landlord to the Leasehold Mortgage or sale, or proposed Leasehold Mortgage or proposed sale; (g) as to the right of the Leasehold Mortgagee or purchaser, or proposed Leasehold Mortgagee or proposed purchaser to exercise any and all of the rights granted by this Lease to a Leasehold Mortgagee or purchaser; and (h) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by Tenant and any other person or entity to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Landlord. Landlord shall also cause to be delivered to each person or entity to whom such certificate is exhibited or delivered, concurrently with such certificate, an opinion of counsel for Landlord addressed to such person or entity that this Lease was duly authorized, executed and delivered by Landlord, that this Lease is valid and binding upon and enforceable against Landlord and as to such other matters as may be reasonably requested.

22.4.16. Notices. Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant to Section 22.4.3, and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the

provisions of Article 23 hereof. Such notices, demands and requests shall be given in the manner described in Article 23 and shall in all respects be governed by and shall be deemed to be effective in accordance with the provisions of that Article.

22.4.17. Erroneous Payments. No payment made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

**23. Notices and Payments.** Any notice or document required or permitted to be delivered hereunder or by law shall be deemed to be delivered, whether actually received or not, (a) when delivered in person, (b) upon confirmed receipt (or the first business day thereafter if receipt does not occur during business hours on a business day) if such item is sent by facsimile transmission to the appropriate party at its facsimile number set forth below or at such other number as it shall have thereafter specified by written notice delivered in accordance with this Article 23 (provided that a copy of such notice is also sent by another method pertained hereunder within one (1) business day after the same is transmitted by facsimile), (c) four (4) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, (d) one (1) business day after such item is deposited with Federal Express or other nationally recognized overnight courier, shipping charges prepaid, addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by written notice delivered in accordance herewith:

LANDLORD

City of Boulder City  
401 California Avenue  
Boulder City, Nevada 89005  
ATTN: City Manager  
Facsimile: (702) 293-9433

with a copy to:

City of Boulder City  
401 California Avenue  
Boulder City, Nevada 89005  
ATTN: City Attorney  
Facsimile: (702) 293-9438

TENANT

Boulder City Airport Properties, LLC  
2024 Hobbyhorse Avenue

Henderson, NV 89012-2225  
ATTN: Robert Fahnestock

with copy to:

Norman A. Freeman  
Yamagata Corporation  
250 Pilot Road  
Las Vegas, NV 89119  
Facsimile: (702) 451-2511

Joseph B. Pierce  
McKeighan Pierce PC  
6900 E. Camelback, Suite 240  
Scottsdale, AZ 85251  
Facsimile: (480) 429-7552

Payments of Base Rent and other sums due Landlord from Tenant (collectively referred to in this Lease as "**rent**") shall be deemed to be remitted only upon actual receipt thereof by Landlord.

**24. Default.**

24.1. Events of Default. Each of the following events shall be an "Event of Default" under this Lease:

24.1.1. Tenant shall fail to pay any installment of rent hereby reserved as and when the same shall become due and shall not cure such default within thirty (30) days after written notice thereof is given by Landlord to Tenant;

24.1.2. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than payment of rent, and shall not cure such failure within ninety (90) days after written notice thereof is given by Landlord to Tenant. If, however, Tenant commences to cure such default within the specified ninety (90) day period, and it is apparent that such default cannot be cured within that period of time, then Tenant shall, at least thirty (30) days prior to the expiration of the ninety (90) day period specified herein, apply to Landlord, in writing, for additional and reasonable period of time within which to cure shall set forth a specific and valid reason or reasons as to why the default cannot be cured within ninety (90) days and shall further set forth a reasonable estimate how much additional time will be required to cure the default. Landlord shall consider the request for additional time and reserves the sole and exclusive right to approve or deny said application for additional time.;

24.1.3. Tenant shall be adjudged insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;

24.1.4. Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; or

24.1.5. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and Tenant shall not have had such appointment discharged within thirty (30) days after Tenant receives written notice of such appointment.

24.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies:

24.2.1. Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Tenant and any other person who may be occupying the Leased Premises, in compliance with applicable laws and regulations, without being liable to prosecution or for any claim for damages; and Landlord may recover from Tenant:

24.2.1.1. The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

24.2.1.2. The worth at the time of award of any amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

24.2.1.3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

24.2.1.4. Any other reasonable amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease; and

24.2.1.5. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

All such amounts shall be computed on the basis of the monthly amount thereof payable on the date of Tenant's default. As used in Sections 24.2.1.1 and 24.2.1.2 above, the "worth at the time of award" is computed by allowing interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer

announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law. As used in paragraph 24.2.1.3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

24.2.2. Enter upon and take possession of the Leased Premises and remove Tenant and other persons who may be occupying the Leased Premises, or any part thereof, in compliance with applicable laws and regulations, without being liable to prosecution or for any claim for damages, and relet the Leased Premises, as Tenant's agent, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting.

24.2.3. Enter upon the Leased Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable and necessary, expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

**25. Hazardous Substances.** Tenant's use of Hazardous Substances, as defined in Section 25.4, on the Leased Premises is restricted under this Article 25.

25.1. Covenant. Tenant covenants to Landlord that it will not use, or allow to be used on the Leased Premises, or bring onto, or allow to be brought onto, the Leased Premises any Hazardous Substance, as defined below, except as may be reasonably required in connection with its business on the Leased Premises as specifically permitted under Section 5.1, and then only in full compliance with all applicable federal, state and local laws. Tenant shall require every sublease to contain provisions similar to the provisions set forth in this Article 25.

25.2. Right of Entry. Subject to applicable laws and Tenant's normal security policies, Landlord reserves the right to enter the Leased Premises and all Improvements thereon at any reasonable time and upon reasonable notice, and at any time in exigent circumstances, for the purpose of inspecting and examining the Leased Premises for the presence of any Hazardous Substance whenever Landlord has a reasonable basis for believing that Tenant has not complied with this Article 25. If the results of such inspection or examination reveal the presence of Hazardous Substances in, on or about the Leased Premises due to Tenant's failure to be in

compliance with Article 25, then Tenant shall reimburse Landlord for its costs incurred in undertaking such inspection and examination.

25.3. Indemnity. Tenant shall indemnify, defend and hold Landlord and its successors, assigns, agents, employees and representatives harmless from any and all Indemnified Costs caused by the presence of Hazardous Substances in, on or about the Leased Premises which are placed, or allowed to be placed, in, on or about the Leased Premises by Tenant, or incurred by Landlord in connection with the release, removal or storage of any Hazardous Substance placed, or allowed to be placed, in, on or about the Leased Premises by Tenant during the Term or any extension thereof. Landlord shall be solely responsible for remediation of any Hazardous Substances on or about the Leased Premises as of the date of execution of this Lease and shall defend, indemnify and hold Tenant harmless therefrom. The provisions of this indemnity shall remain in full force and effect and shall not be affected or impaired by the expiration or any earlier termination of this Lease and shall survive any such expiration or termination.

**"Indemnified Costs"** means all actual liabilities, claims, actions, causes of action, judgments, orders, damages, reasonable costs, reasonable expenses, fines, penalties and losses (including sums paid in settlement of claims and all reasonable consultant, expert and legal fees), including those incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work (whether of the Leased Premises, or adjacent property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources. Without limiting the foregoing, "Indemnified Costs" incurred by Landlord as a result of any work of cure, mitigation, cleanup, remediation, removal or restoration shall bear interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of interest announced from time to time by Bank of America National Trust and Savings Association (or an equivalent rate announced by a comparable national bank selected by Landlord in the event Bank of America no longer announces a Reference Rate), but in no event in excess of the maximum interest rate permitted by law, until paid in full. In addition, Indemnified Costs are recoverable by Landlord regardless of whether (i) the Indemnified Costs are incurred or suffered pursuant to any order of any federal, state or local governmental agency relating to the clean-up, remediation or other responsive action required by any applicable law, or (ii) Landlord now, or hereafter has or should have had actual knowledge of any environmental condition giving rise to any indemnity obligation of Tenant under this Article.

25.4. Hazardous Substances Defined. As used herein, the term **"Hazardous Substances"** shall include: (i) petroleum or any of its fractions, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other similar materials or pollutants which pose a hazard to the Leased Premises, or to persons on or about same, cause the Leased Premises to be in violation of any law or local approval, or are defined as or included in the definition of **"hazardous substances"**, **"hazardous wastes"**, **"hazardous materials"**, or **"toxic"**, or words of similar import under any applicable law, including, but not limited to: (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; (B) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; (C) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; and (D)



regulations adopted and publications promulgated pursuant to the aforesaid laws (collectively, the "**Environmental Laws**"); (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority under any Environmental Laws.

25.5. **Landlord's Legal Obligations.** Nothing contained herein shall be deemed to limit Landlord's obligations under law for the removal or other remediation of Hazardous Substances which exist on the Leased Premises prior to the delivery thereof to Tenant or which are thereafter placed upon the Leased Premises by Landlord or which are placed on the Leased Premises after the termination of this Lease, or to impose upon Tenant any obligation for the removal of such Hazardous Substances.

26. **Arbitration.** If any controversy or claim between the parties hereto arises out of this Lease, other than a claim by Landlord arising from any failure by Tenant to pay rent as and when such rent becomes due, and if the parties are unable to agree by direct negotiations, the parties shall promptly mediate any such disagreement or dispute under the Commercial Mediation Rules of the American Arbitration Association. If the parties are unable to resolve such disagreement or dispute through mediation within forty-five (45) days after the first written notice of an election to mediate, then such disagreement or dispute (excluding an action by Landlord in unlawful detainer, as provided above) may be submitted by either party to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, if the resolution of any controversy or claim requires the participation of a third party who is not required and who declines to participate in an arbitration proceeding, the parties shall not be required to proceed with an arbitration of such controversy or claim.

The arbitrators shall be appointed under the Commercial Arbitration Rules of the American Arbitration Association. As soon as the panel has been convened, a hearing date shall be set within twenty-one (21 ) days thereafter. Written submittals shall be presented and exchanged by both parties ten (10) days before the hearing date, including reports prepared by experts upon whom either party intends to rely. At such time the parties will also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each party shall also make its respective experts available for deposition by the other party prior to the hearing date. The hearings shall be concluded no later than five (5) days after the initial hearing date. The arbitrators shall make their award within ten (10) business days after the conclusion of the hearing. In the event of a three-member panel, the decision in which two (2) of the members of the arbitration panel concur shall be the award of the arbitrators.

Except as otherwise specified herein, there shall be no discovery or dispositive motion practice (such as motions for summary judgment or to dismiss or the like) except as may be permitted by the arbitrators, who shall authorize only such discovery as is shown to be absolutely

necessary to insure a fair hearing and no such discovery or motions permitted by the arbitrators shall in any way conflict with the time limits contained herein. Nothing herein shall be deemed to permit discovery in such arbitration proceeding except as provided above. The arbitrators shall not be bound by the rules of evidence or civil procedure, but rather may consider such writings and oral presentations as reasonable businessmen would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their presentation as the arbitrators may deem appropriate. It is the intention of the parties to limit live testimony and cross-examination to the extent absolutely necessary to insure a fair hearing to the parties on the significant matters submitted to arbitration. The parties have included the foregoing provisions limiting the scope and extent of the arbitration with the intention of providing for prompt, economic and fair resolution of any dispute submitted to arbitration.

If Landlord gives Tenant notice of a claimed default pursuant to Article 24 of this Lease, and if Tenant in good faith elects to dispute such claimed default pursuant to the provisions of this Article 26, any cure period provided in Article 24 for the claimed default shall be tolled during the resolution of such dispute hereunder.

The arbitrators shall have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each party between the parties as they see fit.

Judgment upon the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the parties' agreement to mediate or arbitrate their disputes as provided herein, any party may seek emergency relief in a court of law without waiving the right to arbitrate.

The arbitrators shall make their award in accordance with applicable law and this Lease and based on the evidence presented by the parties, and at the request of either party at the start of the arbitration, shall include in their award findings of fact and conclusions of law supporting the award.

Nothing contained herein is intended to, nor shall, limit Landlord's right to pursue any action in unlawful detainer in the case of an Event of Default in the payment of Base Rent.

**27. Right to Terminate.** If no Event of Default shall then exist, Tenant shall have the right to terminate this Lease, at Tenant's option, after giving not less than ninety (90) days notice to Landlord, if:

27.1. Permits and Licenses. Any governmental agency denies a request by Tenant for or revokes a permit, license or approval which is required for Tenant to construct or operate general aviation passenger terminal facility on the Leased Premises; or

27.2. Availability of Utilities. Utilities necessary for Tenant's use of the Leased Premises, including but not limited to water and natural gas, are not available to the Leased Premises; or

27.3 Disapproval of Tenant's Plans. Landlord disapproves of the Tenant's Plans or any modification to the Tenant's Plans as set forth in Section 2.1 and Landlord and Tenant cannot agree on mutually satisfactory Tenant's Plans (or modifications thereto) within thirty (30) days after Landlord has provided notice of its disapproval of such Tenant's Plans (or proposed modifications thereto).

27.4 Title Policy. Tenant is unable, despite Tenant's best efforts, to obtain a leasehold title insurance policy through a title company acceptable to Tenant insuring Tenant's leasehold interest in the Leased Premises and its rights to the Easements, subject only to standard title policy exceptions and to other title exceptions to which Tenant does not reasonably object.

27.5 Easements. The Easements have not been agreed to by Landlord and Tenant and documented in accordance with Section 1.2 within one hundred eighty (180) days after the Effective Date.

In the event of termination by Tenant pursuant to this Article 27, Tenant shall be relieved of all further liability hereunder except its obligation to remove Tenant's Personal Property as provided under Section 2.10 herein. Any Base Rent paid prior to any termination date, under this Article 27 shall be prorated on a per diem basis among Landlord and Tenant.

## **28. Miscellaneous.**

28.1. Termination. In the event this Lease is terminated pursuant to a right to do so herein contained, except as specifically provided herein (such as, for example, but without limitation, in Section 2.10 (Tenant's obligation to remove the Improvements and regrade the Land), in Article 4 (the payment of hold-over rent by Tenant); in Section 12.1 (Tenant's right to remove Tenant's Personal Property after the expiration of this Lease Term), in Article 15 (indemnity), and in Article 25 above (hazardous materials)) neither Landlord nor Tenant hereto shall thereafter have any further obligation or liability one to the other except such obligations as are owed under this Lease through the date of termination, and this Lease shall be of no further force or effect.

28.2. Captions. The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

28.3. Meanings. Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

28.4. Successors and Assigns. Subject to the restrictions set forth herein on assignment and subletting by Tenant, this Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

28.5. Entire Agreement. The Exhibits annexed to this Lease are hereby incorporated by reference in their entirety, with the same force and effect as if they were set forth in this Lease in their entirety. This Lease contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by both of such parties.

28.6. Time. In the event the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next ensuing business day. Any references to "business days" contained herein are references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of Federal and Nevada state holidays).

28.7. Severability. If any term or provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28.8. Counterparts. This Lease may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

28.9. Attorneys' Fees. In the event of litigation, or in the event of mediation and/or arbitration required under the terms of this Lease, between the parties to enforce this Lease, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

28.10. Memorandum of Lease. Landlord and Tenant shall execute a memorandum of this Lease and record such memorandum in the Official Records, Clark County, Nevada.

28.11. Governing Law. This Lease shall construed, interpreted, and enforced pursuant to the laws of the State of Nevada.

28.12. Consent of Landlord. For the purposes of this Lease, any approval or consent of Landlord shall be deemed to require the consent or approval of the City Council of the City of Boulder City by a resolution of said City Council, and the execution or approval of any document contemplated or required under this Lease including, but not limited to each Easement and Tenant's Plans, shall be executed or approved by the City Manager or such department director as may be designated by the City Manager, consistent with an ordinance of the City Council.

28.13. No Party Deemed Drafter. The parties agree that neither party shall be deemed the drafter of this Lease and in the event this Lease is ever construed by a court of law or equity, such court shall not construe this Lease or any provision hereof against either party as the drafter of this Lease. Landlord and Tenant acknowledge that each has contributed substantially and materially in the preparation hereof.

28.14. Binding Obligation. Tenant hereby represents and warrants to Landlord that this Lease has been duly authorized, executed, and delivered by or on behalf of Tenant and is, upon execution and delivery, the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles. The execution of this Lease and the consummation of the transactions contemplated hereby does not constitute a default (or an event which with notice or passage of time or both will constitute default) under any contract to which Tenant is a party or by which Tenant is bound.

28.15 Reasonableness. In the event that Tenant requests the consent or approval of Landlord, Landlord agrees to not unreasonably withhold or delay such consent or approval and, in the absence of such consent or approval, to provide a written statement of the specific reasons or causes preventing such consent or approval. In the event that the City has not granted or refused its consent or approval within twenty (20) days of the receipt of Tenant's written request, the City shall be deemed to have granted its consent or approval.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

LANDLORD:

CITY OF BOULDER CITY,  
a Nevada municipal corporation

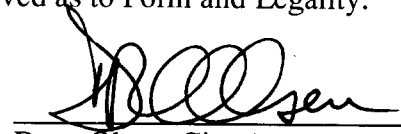
By:

  
Vicki G. Mayes, City Manager

Attest:

  
Pamella Malmstrom, City Clerk

Approved as to Form and Legality:

  
Dave Olsen, City Attorney

TENANT:

BOULDER CITY AIRPORT PROPERTIES, LLC  
a Nevada State Limited Liability Corporation

By: Robert L. Fahnestock

Name: Robert L. Fahnestock

Title: Manager

Date: 5/23/2007

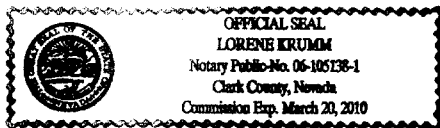
STATE OF NEVADA )

: SS.

County of Clark )

Before me, a Notary Public in and for said County and State, appeared ROBERT L. FAHNESTOCK, who represented that he/she is the MANAGER, for Boulder City Airport Properties, LLC. and that he/she executed the foregoing instrument on behalf of Boulder City Airport Properties, LLC, for the uses and purposes stated therein.

Lorene Krumm  
NOTARY PUBLIC



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF LEASED PREMISES**

#### **Parcel #1**

The Lease Site contains a total of 67,225.00 square feet and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 232, AS PER MAP RECORDED IN FILE 65, PAGE 39 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 359.67 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD TO THE POINT OF BEGINNING; THENCE N73°35'30"W 60.47 FEET; THENCE N80°43'00"W 295.00 FEET; THENCE S09°17'00"W 190.00 FEET; THENCE S80°43'00"E 355.00 FEET; THENCE N09°17'00"E 182.50 FEET TO THE POINT OF BEGINNING.

Containing 67,225.00 Square Feet or 1.543 acres.

#### **Parcel #2**

The Lease Site Contains a total of 26,625.00 square feet and is mor particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 359.67 FEET TO THE POINT OF BEGINNING; THENCE N89°43'00"W 355.00 FEET; THENCE S09°17'00"W 75.00 FEET; THENCE S80°43'00"E 355.00 FEET; THENCE N09°17'00"E 75.00 FEET TO THE POINT OF BEGINNING.

Containing 26,625.00 square feet or 0.611 acres.



Parcel #3 (Original FBO Site)

The Lease Site contains a total of 45,625 square feet and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 232, AS PER MAP RECORDED IN FILE 65, PAGE 39 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00" W 87.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD TO THE POINT OF BEGINNING; THENCE S09°17'00" W 182.50 FEET; THENCE N80°43'00" W 250.00 FEET; THENCE N09°17'00" E 182.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD; THENCE S80°43'00" E 250.00 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

Containing 45,625 square feet or 1.047 acres.

Parcel #4

The Lease Site Contains a total of 18,750 square feet and is mor particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00" W 359.67 FEET TO THE POINT OF BEGINNING; THENCE S80°43'00" E 250.00 FEET; THENCE S09°17'00" E 75.00 FEET; THENCE S80°43'00" E 250.00 FEET; THENCE S09°17'00" W 75.00 FEET TO THE POINT OF BEGINNING.

Containing 18,750 square feet or 0.430 acres.

Parcel #5

The Lease Site contains a total of 99,220.00 square feet and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 109.67 FEET; THENCE S09°17'00"W 75.00 FEET TO THE POINT OF BEGINNING; THENCE N80°43'00"W 605.00 FEET; THENCE S09°17'00"W 164.00 FEET; THENCE S80°43'00"E 605.00 FEET; THENCE N09°17'00"E 164.00 FEET TO THE POINT OF BEGINNING.

Containing 99,220.00 square feet or 2.278 acres.

Parcel #6

The Lease Site contains a total of 237,922.97 square feet less 81,540 square feet of unusable space reserved for public taxiways and areas and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 232, AS PER MAP RECORDED IN FILE 65, PAGE 39 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 359.67 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD; THENCE N73°35'30"W 60.47 FEET; THENCE N80°43'00"W 295.00 FEET TO THE POINT OF BEGINNING; THENCE N09°17'00"E 200.00 FEET; THENCE N80°43'00"W 519.00 FEET TO A POINT ADJACENT TO TAXIWAY "B"; THENCE S15°00'00"E 693.45 FEET ALONG THE WESTERLY SIDE OF TAXIWAY "B" TO THE INTERSECTION OF SAID TAXIWAY AND TAXIWAY "D"; THENCE S80°43'00"E 233.82 FEET ALONG THE NORTHERLY SIDE OF TAXIWAY "D"; THENCE N09°17'00"E 432.09 FEET TO THE POINT OF BEGINNING.

Less 81,540 square feet for public taxiways Bravo A through Bravo G

Containing 156,382.97 square feet or 3.590 acres.

**EXHIBIT "B"**

**TENTATIVE SITE RENDERING**

**[ATTACHED]**

## **EXHIBIT "C"**

### **PERMITTED AND AUTHORIZED USES**

#### **MINIMUM REQUIRED STANDARDS OF SERVICE FULL SERVICE FIXED BASED OPERATORS**

##### **I. SERVICE STANDARDS**

The Tenant (or its authorized sublessee, which for the purposes of this exhibit shall collectively be referred to as "Tenant") shall, during normal business hours (8:00 a.m. to 5:00 p.m. everyday) unless otherwise specified herein, use the Premises, at its sole cost and expense, for the purpose of providing, and shall provide the following:

In general, the Tenant shall provide a comprehensive range of services to both personal and business, local and itinerant, users/pilots operating single and multiengine reciprocating and turboprop aircraft weight up to 12,500 pounds. Specifically, the company shall offer, as a minimum, the following types and levels of service:

- A. Construction of ramp paving on Parcels #1 through #5 as shown in Exhibit "A" within 36 months of signing of agreement, including installation of connection(s) to Taxiway Delta and the piping of the storm water ditch as necessary for the safe transit of aircraft.
- B. Assistance to Disabled Aircraft. The Tenant shall, on thirty (30) minutes call, provide equipment and trained personnel to remove disabled aircraft, with a gross landing weight of 12,500 pounds or less, from the Air Operations Area (A.O.A.) and shall be required to perform such service on request of, the owner or operator of the disabled aircraft.
- C. General Commercial Aviation Services. The Tenant shall provide a minimum of sixty-thousand (60,000) square feet of commercial hangar and/or office space within the lease area for general commercial aviation services that do not include commercial tour operations or charter services. Tenant shall be permitted to phase the development of the lease area to maximize use of the property, provided that the required general commercial aviation hangar/office space is in use for the above stated purpose within thirty-six (36) months of the commencement date of this agreement.

##### **II. OPTIONAL SERVICE STANDARDS**

In addition to the services required to be provided by the Tenant under Section I above, the Tenant is authorized, but not required, to provide the following additional services and engage in the following additional activities:

- A. Construction of ramp paving on Parcels #6 as shown in Exhibit "A", including installation of connection(s) to Taxiways Bravo and Delta and the piping of the adjacent storm water ditches as necessary for the safe transit of aircraft.
- B. Line Service. The Tenant may, during the hours of 8:00 a.m. through 5:00 p.m., every day, provide line services as follows: (1) ramp/tiedown parking assistance, including ramp personnel and vehicles as appropriate; (2) tiedown anchors and ropes/chains; (3) mobile forced air engine preheat; (4) mobile ground power assistance with a minimum 14/28 volt, 2,000 ampere surge capacity; (5) aircraft towing services utilizing motor driven draw bar vehicles capable of moving single and multi-engine aircraft weighing up to 12,500 pounds.
- C. Fueling.
1. The Tenant may provide fuel dispensing service as follows: Jet-A from mobile tenders and 100 octane from mobile tenders for dispensing fuel at aircraft parking/tie down locations. If the Tenant chooses to provide general public fueling services, fuel shall be available from a mobile tender from 8:00 a.m to 5:00 p.m., local time.
  2. Underground Fuel Storage Tanks. The Tenant may install fuel storage tanks within the leased boundary area. Tenant is responsible for obtaining all necessary permits from Federal, State, County and local agencies. Tenant is responsible for installation costs, removal costs, and remediation in the event of a fuel spill. Fuel storage tanks shall be placed underground. Fuel lines from the underground tanks to delivery portals within the leased area may be installed. Should the Tenant choose to install their own fuel storage facility within their leased premises, they shall provide the Landlord, in digital and paper format, as-built drawings and specifications of the facility.
  3. Underground Fuel Delivery Lines. The Tenant may, at their expense, install a fuel delivery line from the City fuel farm to their facilities. Landlord will grant an easement along the south side of Taxiway Delta for this purpose. Tenant will coordinate with Landlord for needed asphalt cuts and repairs. Tenant shall provide the Landlord, in digital and paper format, as-built drawings and specifications of the facility.
  4. Fuel Flowage Fee. For the privilege of the right to dispense aircraft fuels, Tenant shall pay to Landlord a fuel flowage fee on all aircraft fuels sold or dispensed. For fuel purchased from the City Fuel Farm, the fee is already contained within the price paid by Tenant to the operator of the city fuel farm and Tenant is not required to pay an additional fuel flowage fee for these fuels so purchased. For fuel supplied from Tenant owned fuel tanks or for fuel off-loaded from City-owned fuel tanks into mobile tenders, the Tenant shall pay according to the

following schedule:

- a. For fuel dispensed to company-owned aircraft, including aircraft owned or operated by Tenant affiliates as specified in paragraph 22.2 or hereinafter formed, the fuel flowage fee shall be \$0.03 per gallon dispensed.
  - b. For fuel dispensed to non-company owned or operated aircraft, the fee paid shall be set by Resolution by the governing body of the Landlord, and as amended from time to time. As of the date of adoption of this agreement, the fuel flowage fee is \$0.10 per gallon of fuel dispensed.
  - c. Payment of the fuel flowage fee shall be due on the twentieth (20th) day of the month following that in which the aircraft fuels were supplied by Tenant and shall be delinquent and subject to a ten percent (10%) late payment penalty if paid after the thirtieth (30th) day of each month.
5. Records. Tenant shall keep true and accurate records and books to shall all fuel deliveries made to Tenant by suppliers at the Airport, and true and accurate records recording all fuel sales and dispensing into all aircraft, whether they are owned by the Tenant or others, and shall submit to Landlord's Finance Office statements of all fuel sales for the preceding calendar month in a form and with such detail as may be reasonably required by Landlord.
6. Audit. Landlord reserves the right to audit, at its expense, Tenant's books and records respecting aviation fuel purchases and consumption or sale.
- D. Ramp Service. The Tenant may provide into-plane delivery of fuel, lubricants and other related aviation products, loading and unloading of passengers, baggage, freight, providing of ramp equipment, and aircraft cleaning.
- E. Dealership. The Tenant may maintain a national airframe dealership; and may provide both new and used aircraft sales as part of its national airframe dealership obligation. In addition, the Tenant may maintain one or more national dealerships in aircraft engines, accessories, instruments and avionics.
- F. Special Flight Services. The Tenant may provide aerial sightseeing and aerial photography, provided that all such services are conducted in compliance with Airport Regulations.
- G. Charter Services. The Tenant may provide single or multi-engine, fixed wing or rotary wing, VFR or IFR charter service under an FAR 135 certificate. The Tenant may provide such Charter Service through an independent contractor, subject to approval by the Landlord, operating from the Premises.

- H. Flight Instruction. The Tenant may provide primary and advanced flight and ground instructions as an FAA approved flight school. The Tenant may provide such instruction through an independent contractor, subject to approval by the Landlord, operating from the Premises.
- I. Aircraft Rental. The Tenant may provide rental aircraft as desired by the Tenant.
- J. Repair Station. The Tenant may operate on the leased premises as an FAA certificated repair station at any level, in accordance with the requirements contained in 14 CFR Part 145, as such may be awarded from time to time.
- K. Maintenance Services. The Tenant may provide all repair and maintenance services of the types permitted by holders of FAA certificates for Airframe and Powerplant for single or multi-engine piston or turbine for any aircraft type based at the Field. The Tenant may provide these repair and maintenance services as follows: 1) through an FAA certificated repair station on the Premises, or 2) through licensed airframe and powerplant mechanics operating on the Premises, or 3) contracting with others whose business is located off the Premises.

Certifications and licensing required hereunder shall be in accordance with 14 CFR part 145, as amended, or any such successor or otherwise applicable regulations.

- L. Tour Operator Services. The Tenant may operate on the leased premises a tour operator service under 14 CFR Part 121 or 14 CFR Part 91 of the FAR.
- M. Miscellaneous Customer Services. The Tenant may provide the following customer services:
  - (1) Services to facilitate airborne customer requests
  - (2) A discrete vending area within the premises with the availability of both hot and cold beverages and prepacked snacks
  - (3) Discrete flight planning area properly equipped with desks and chairs and containing appropriate wall charts, AIM, NOTAM's board, and a monitor for the Boulder City Municipal Airport UNICOM
  - (4) Conveniently located public pay and credit card only telephones
  - (5) A retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories
  - (6) A convenient, comfortably furnished, public waiting area, with adjoining restroom facilities
  - (7) Rental car availability upon one (1) hour prior request
  - (8) Aviation grade inflight oxygen refills upon 24-hour prior request
  - (9) Acceptance of one or more national bank and/or oil company credit cards for fueling, line and related services
  - (10) Airport courtesy vehicle(s)
  - (11) Aircraft cleaning services (exterior and interior)

- (12) Aircraft painting facilities with proper permits (Federal, State, County and Local)
- (13) Any public use aircraft, including, but not limited to, Police, Fire, BLM, BOR, National Parks, and Airmedivac.

- N. Food Services. The Tenant may engage in the vending, preparation, dispensing, and serving of food and/or beverages. Facilities for the preparation of the food may be located off-site. For on-site facilities, the Tenant shall obtain approval from the Clark County Health Department and other regulatory approvals as may be required by State and Federal agencies. The Tenant may also provide on-site vending machines for beverages (non-alcoholic) and sandwiches/snacks (hot or cold), as well as warming stations for beverages or snacks. Tenant may conduct or permit inflight catering services, ground catering
- O. Other Services and Activities. The Tenant may engage in all related or equivalent services that will permit the performance by the Tenant of any of the authorized services or equivalent functions or activities as the "state-of-the-art" may progress so as to encompass all services as may be required or desired in carrying out the obligations and privileges of a full service FBO, all of said services and activities being subject to prior written approval of the Landlord.

### III. PERSONNEL STANDARDS

In providing any of the services hereinabove required, or which may be authorized optional, or activities specified elsewhere in the Agreement, the Tenant agrees that it shall also meet or exceed the following standards of conduct, level of service or personnel guidelines.

- A. Tenant shall furnish service on a fair, reasonable and nondiscriminatory basis to all users of the Airport. The Tenant shall furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services at the Airport. It shall maintain and operate its business in a first class manner, and shall, at all times, keep the Premises in a safe, clean and orderly condition, consistent with the business activity contemplated hereunder, satisfactory to the Landlord.
- B. Tenant shall select and appoint a full time manager of its operations herein authorized. Such manager shall be highly qualified and experienced as determined by Tenant, and vested with full power and authority to act in the name of the Tenant in respect to the method, manner and conduct of the operation of the Tenant services to be performed under this Agreement. Such manager shall be available at the Airport during regular business hours and during the manager's absence a duly authorized subordinate shall be in charge and available at the Airport.
- C. Tenant shall provide, at Tenant's sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized.



- D. Tenant shall control the conduct, demeanor and appearance of its employees and representatives. Such employees shall be trained by Tenant and shall possess any technical qualifications, and hold certificates of qualification, as may be required for such employee to carry out assigned duties. It shall be the responsibility of the Tenant to maintain close supervision over its employees to assure the rendering of a high standard of service to customer of the Tenant. Upon reasonable objection from the Landlord concerning the conduct, demeanor or appearance of any such employee, Tenant shall forthwith take all steps necessary to remove the cause of the objection.

#### IV. MISCELLANEOUS

- A. Prohibited Services and Activities. The Tenant shall not conduct or permit restaurant operations or rental car operations on or from the Premises without prior written consent of the Landlord, which Landlord shall not unreasonably withhold and with provisions for the payment of rent or percentage rent as the Landlord may prescribe.
- B. Modifications. The Landlord shall have the right consistent with the safe and efficient operation of the Airport and the standards the Landlord deems necessary and appropriate for the provision of services to the users thereof, for or such other purposes as the FAA shall determine to modify these standards from time to time upon sixty (60) days advance notice to the Tenant.
- C. Airport Security. The Landlord shall have the right to require Tenant to install, at Tenant's expense, security improvements compatible with the airport standard security system. Landlord reserves the right to install security cameras, at Landlord's expense, upon the exterior of any building for the purpose of ensuring the security of the Airport. Landlord shall work with Tenant to phase the installation of security improvements to mitigate any financial hardship that may be incurred by Tenant (i.e., installation of a primary gate card reader initially, subsequent card readers for other access points beyond the primary gate to be installed in subsequent years or as demand necessitates). Should the airport become certified under Part 139 of the Regulations of the Federal Aviation Administration, Tenant (or sub-tenant) shall be responsible for the installation and staffing of any passenger screening equipment (i.e., metal detectors, baggage screening equipment) as they may be required by the applicable Federal regulations. Note: These additional passenger screening requirements are only required to be installed if required by the FAA. If flight operations or operating certificate do not require their use, then such installation will be at the discretion of the Tenant or sub-tenant.

## **EXHIBIT "D"**

### **PERMITTED CONDITIONS**

Section 22.4 of this Lease grants to Tenant the right to encumber its interest in this Lease by mortgage for the purpose of financing construction and provides inter alia and acknowledges that a Leasehold Mortgage may provide that certain property insurance proceeds and condemnation awards with respect to the buildings and other improvements constructed on the Leased Premises shall only be disbursed for repair, reconstruction or restoration upon the satisfaction of certain specified conditions (the "**Conditions**").

Landlord hereby acknowledges that the Conditions set forth below are reasonable conditions to such disbursement and hereby grants its approval of such conditions.

#### **Conditions**

1. A provision that all proceeds of such property insurance (which does not include debris removal or demolition cost insurance) with respect to any damage or destruction to the improvements on the Leased Premises, shall be payable to the Leasehold Mortgagee if received by Tenant.
- (vi) A provision that all proceeds of insurance shall be held by the Leasehold Mortgagee for Tenant in a non-interest bearing escrow account pending disbursement.
- (vii) A provision that the amount of loss proceeds to be disbursed toward reconstruction shall be the amount of such condemnation awards or insurance proceeds remaining after deduction of all reasonable expenses of collection and settlement including, without limitation, attorneys' and adjustors' fees and charges.
- (viii) A provision that no such loss proceeds shall be disbursed unless or until:
  - (i) no default, or an event which with the giving of notice, the passage of time, or both, would constitute a default has occurred and is continuing;
  - (ii) the sum of condemnation awards and/or insurance proceeds and other amounts deposited with the Leasehold Mortgagee or its designee is sufficient to complete such repair, reconstruction or alteration;
  - (iii) the Leasehold Mortgagee determines, in its reasonable judgment, that the damage or destruction to the improvements on the Leased Premises can be repaired and the restoration completed by the maturity date of the loan;

(iv) the Leasehold Mortgagee and all applicable governmental authorities shall have approved the final plans and specifications for reconstruction of the subject improvements;

(v) Tenant shall have delivered to the Leasehold Mortgagee (A) a budget of all costs of reconstruction of the improvements on the Leased Premises, (B) a construction schedule for the reconstruction of such improvements, and (C) a construction contract for the reconstruction work of the improvements on the Leased Premises in form and content, and with a contractor, acceptable to the Leasehold Mortgagee in its reasonable judgment;

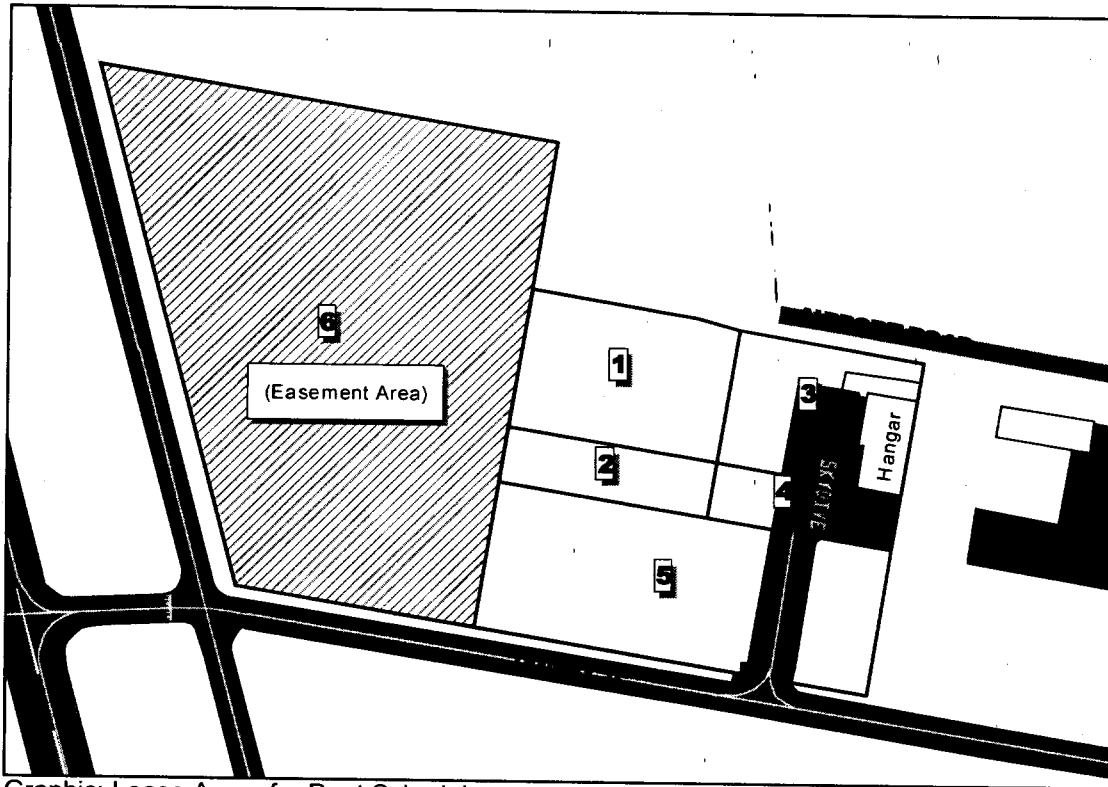
(vi) the ratio of the loan amount to the value of the improvements on the Leased Premises and Tenant's interest under this Lease is not more than that ratio as of the date the loan evidenced by the Leasehold Mortgage was made;

(vii) the Leasehold Mortgagee receives satisfactory written evidence that the City of Boulder City, Nevada has approved the plans and specifications for the reconstruction work, if such approval is required;

(viii) the Leasehold Mortgagee receives satisfactory evidence that this Lease is, and during the period of required reconstruction will remain, in full force and effect and all necessary approvals in connection with the reconstruction have been obtained from the Landlord; and

(ix) the Leasehold Mortgagee receives satisfactory evidence that ingress to and egress from the Leased Premises, and Tenant's use thereof, will be fully available as of the projected date of reconstruction of such improvements to the same degree as before such damage or destruction.

**EXHIBIT "E"**  
*Rent Schedule*



Graphic: Lease Areas for Rent Schedule

Rent is priced in dollars per square foot.			
Lease Area	Rent "As Is"	Asphalt Improvements	Building Improvements
1	\$0.1176	\$0.1817	\$0.3207
2	\$0.1669	\$0.1817	\$0.3207
3	\$0.1634	Rate to increase January 1, 2029 to current rate assessed for land with Building Improvements if Option is exercised	
4	\$0.1817	\$0.1817	\$0.3207
5	\$0.1176	\$0.1817	\$0.3207
6	\$0.5000	\$0.5000	\$0.5000

*Current rent charged at Commencement Date is "As Is". Upon further development of the property, the rent charged will be adjusted accordingly to reflect asphalt or other flat work*

*improvements; or building or other structural improvements. Rent is adjustment will be on a pro-rated monthly basis. Example: "As Is" rent at \$120 per year or \$10/mo. If developed, and new annual rent becomes \$240/year, then the new monthly rent becomes \$20/mo.*

*Rent rates for Areas 1 through 6 have been adjusted by 2.5% to reflect the cost of living increase for 2007 from the original Agreement No. 06-1057*

Table: Current Rent Schedule for calendar year 2006

Lease Area	Square Feet	Annual Lease Amount**	If Paid Monthly*
1	67,225	\$7,905.66	\$658.81
2	18,750	\$3,129.38	\$260.78
3	45,625	\$7,455.13	\$621.26
4	18,750	\$3,406.88	\$283.91
5	99,220	\$11,668.27	\$972.36
6***	156,382	\$78,191.00	\$6,515.92
<b>TOTAL</b>	<b>405,952</b> <b>(9.319 acres)</b>	<b>\$111,756.32</b>	<b>\$9,313.03</b>

*\* Note: Monthly pro-rated rate shown for demonstration purposes only. Should development conditions change as outlined in the fee schedule, then the monthly rate would change accordingly.*

*\*\* Above rates reflect a 2.5% CPI Increase from the 2006 Lease rate.*

*\*\*\* Payment for Lease Area 6 to be used as offset for off-site improvements made to City Fuel Farm. Amount to be subtracted from the overall site improvement costs until balance reaches zero. Original balance to be adjusted by Prime Rate Index "COFI" (11th District cost of funds index) reported as of date of amendment. The adjustment is a one-time event. Upon completion of the improvements at the City Farm (both the above ground Jet A 20,000 gallon fuel tank and the upgrading of the two 10,000 gallon underground tanks and associated improvements), this agreement will be amended with an amortization schedule showing the total amount accrued for the improvements and an anticipated schedule for rent reduction. Amortization amount not to exceed \$350,000. This does not affect the rent paid for lease areas 1 through 5 - rent will be paid as listed and annually adjusted throughout the life of the agreement.*

# NOTICE OF FILING

Notice is hereby given that Bill No. 1503, an Ordinance of the City of Boulder City to repeal Agreement No. 06-1057 and all amendments and replace it with Agreement No. 07-1141, a Land and Development Lease Agreement between the City of Boulder City and Boulder City Airport Properties for land at the Boulder City Municipal Airport" was introduced by Council Member Burton; and that a copy of such ordinance was filed with the City Clerk on the 8th day of May 2007 for public examination.

Notice is hereby further given that action on the proposed ordinance, or the ordinance as amended, will be taken at a regular meeting of the City Council of Boulder City, Nevada, on the 22nd day of May, 2007 at the Council Chambers, City Hall, Boulder City, Nevada.

Dated this 8th day of May 2007.

/s/ Pamella A. Malmstrom  
Pamella A. Malmstrom, City Clerk

Publish on May 10, 2007

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF CLARK    )

Armando Flores, being first duly sworn, deposes and says: That she is Clerk of the Boulder City, a weekly newspaper of general circulation,

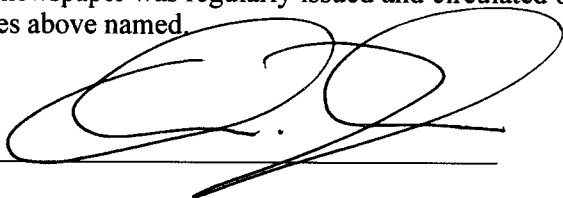
printed in Las Vegas, Nevada, and published in Henderson, Nevada in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time(s).

From 05/10/07 to 05/10/07 inclusive, being the issues of said newspaper for the following date(s) to wit:

05/10/2007

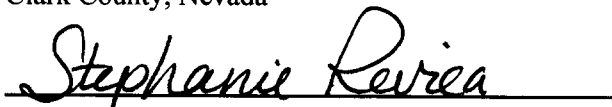
That said newspaper was regularly issued and circulated on each of the dates above named.

Signed



Sworn to and subscribed before me this  
10th day of May, 2007

Notary Public in and for  
Clark County, Nevada



Stephanie Riviea

My commission expires October 05, 2008

NOTICE OF FILING

Notice is hereby given that Bill No. 1503, an Ordinance of the City of Boulder City to repeal Agreement No. 06-1057 and all amendments and replace it with Agreement No. 07-1141, a Land and Development Lease Agreement between the City of Boulder City and Boulder City Airport Properties for land at the Boulder City Municipal Airport" was introduced by Council Member Burton; and that a copy of such ordinance was filed with the City Clerk on the 8th day of May 2007 for public examination.

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Dated this 8th day of May 2007.

/s/

Pamella A. Malmstrom

Pamella A. Malmstrom, City Clerk

Publish on May 10, 2007



STEPHANIE REVIEA  
NOTARY PUBLIC  
STATE OF NEVADA  
APPT. No. 04-92649-1  
MY APPT. EXPIRES OCT. 5, 2008



**PUBLIC NOTICE**  
**ORDINANCE NO. 1329**  
**AN ORDINANCE OF THE CITY OF BOULDER CITY, NEVADA**

"AN ORDINANCE OF THE CITY OF BOULDER CITY TO  
REPEAL AGREEMENT NO. 06-1057 AND ALL  
AMENDMENTS AND REPLACE IT WITH AGREEMENT NO.  
07-1141, A LAND AND DEVELOPMENT LEASE  
AGREEMENT BETWEEN THE CITY OF BOULDER CITY  
AND BOULDER CITY AIRPORT PROPERTIES FOR LAND  
AT THE BOULDER CITY MUNICIPAL AIRPORT."

On May 8, 2007, Bill No. 1503 was introduced by Council member Burton and read by title. On May 22, 2007, Bill No. 1503 was considered by the City Council and adopted as Ordinance No. 1329.

PUBLIC NOTICE is hereby given that a complete copy of the ordinance is available for inspection by all interested parties in the office of the City Clerk, City Hall, 401 California Avenue, Boulder City, Nevada. The ordinance will become effective May 29, 2007. Motion to adopt the ordinance was made by Council member Anderson; seconded by Council member Burton; and approved by the following vote:

YEA:	Anderson, Burton, Ferraro, Pacini, Tobler
NAY:	None
ABSENT:	None

/s/ Pamella A. Malmstrom  
City Clerk

BC NEWS 05/24/2007

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA     )  
                                      )ss.  
COUNTY OF CLARK    )

Armando Flores, being first duly sworn, deposes and says: That she is Clerk of the Boulder City, a weekly newspaper of general circulation,

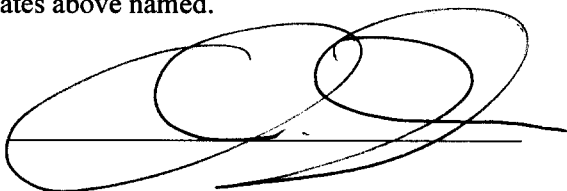
printed in Las Vegas, Nevada, and published in Henderson, Nevada in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time(s).

From 05/24/07 to 05/24/07 inclusive, being the issues of said newspaper for the following date(s) to wit:

05/24/2007

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed



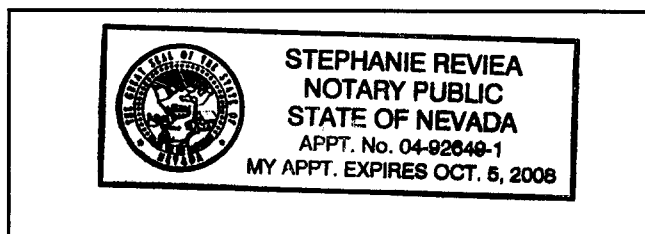
Sworn to and subscribed before me this  
24th day of May, 2007

Notary Public in and for  
Clark County, Nevada



Stephanie Riviea

My commission expires October 05, 2008



PUBLIC NOTICE

ORDINANCE NO. 1329

AN ORDINANCE OF THE CITY OF BOULDER CITY,  
NEVADA

“AN ORDINANCE OF THE CITY OF BOULDER CITY TO REPEAL AGREEMENT NO. 06-1057 AND ALL AMENDMENTS AND REPLACE IT WITH AGREEMENT NO. 07-1141, A LAND AND DEVELOPMENT LEASE AGREEMENT BETWEEN THE CITY OF BOULDER CITY AND BOULDER CITY AIRPORT PROPERTIES FOR LAND AT THE BOULDER CITY MUNICIPAL AIRPORT.”

On May 8, 2007, Bill No. 1503 was introduced by Council member Burton and read by title. On May 22, 2007, Bill No. 1503 was considered by the City Council and adopted as Ordinance No. 1329.

PUBLIC NOTICE is hereby given that a complete copy of the ordinance is available for inspection by all interested parties in the office of the City Clerk, City Hall, 401 California Avenue, Boulder City, Nevada. The ordinance will become effective May 29, 2007. Motion to adopt the ordinance was made by Council member ; seconded by Council member ; and approved by the following vote:

YEA:

NAY:

ABSENT:

/s/

Pamella A. Malmstrom

City Clerk

BC- May 24, 2007

## First Amendment of Sublease Agreement

This Amendment is dated as of ~~November 1~~<sup>December 9</sup>, 2015, and modifies the Sublease Agreement dated March 28, 2007, (the "Sublease"), between BFE, LLC, a Nevada limited liability company ("Subtenant") and Boulder City Airport Properties, LLC, a Nevada limited liability company ("Sublandlord") concerning premises at the Boulder City Airport. References in this Amendment to the Lease shall refer to the Lease as modified by the terms of this Amendment unless the context requires otherwise. To the extent the terms of this Amendment are inconsistent with the other terms of the Lease, the terms of this Amendment shall control. Unless specifically stated otherwise, all capitalized terms in this Amendment shall have the same meaning as defined in the Lease.

1. **USE.** Section 7(a) of the Sublease is hereby replaced in its entirety as follows:

"Subtenant shall use the Premises for any use allowed by the Master Lease and governing law." Subtenant shall have the right to sublease the Premises as it deems appropriate subject only to the restrictions set forth in this Sublease. Subtenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or the Master Lease, (ii) which unreasonably interferes with the rights of tenants or users of the Premises or Property, or (iii) which constitutes a nuisance or waste. Subtenant shall comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, now in force or which may hereafter be in force ("Laws") regulating the use, occupancy or alterations by Subtenant of the Premises, including the Occupational Safety and Health Act and all Laws relating to toxic and hazardous wastes and environmental protection. Sublandlord makes no representation or warranty as to the suitability of the Premises for Subtenant's intended use or whether such use complies with all such Laws."

2. **RATIFICATION.** Except as specifically amended herein, all of the terms, conditions and covenants of the Lease are hereby ratified and shall continue in full force and effect.

3. **COUNTERPARTS.** This Amendment may be executed in counterparts, each of which when executed shall be an original and all of which together shall constitute one and the same Amendment.

*Signatures on follow page.*

**SUBLANDLORD:**

**Boulder City Airport Properties, LLC**

**By: BFE, LLC, Member**

By: [Signature]

Its: Managing Member

**By: Monarch Enterprises, Inc., Member**

By: [Signature]

Its: BOARD MEMBER

**SUBTENANT:**

**BFE, LLC**

By: [Signature]

Its: Managing Member

## LANDLORD CONSENT

The undersigned Landlord hereby consents to this First Amendment of Sublease between BFE, LLC, a Nevada limited liability company ("Subtenant") and Boulder City Airport Properties, LLC, a Nevada limited liability company ("Sublandlord") to which this Consent is appended and ratifies the original sublease which is the subject of this First Amendment.

### LANDLORD:

CITY OF BOULDER CITY,  
A Nevada municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

## SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease"), to be effective this 28<sup>th</sup> day of March, 2007, is entered into between Boulder City Airport Properties, LLC, a Nevada limited liability company ("Sublandlord"), and BFE, LLC, a Nevada limited liability company ("Subtenant") pursuant to Section 22.2 of that certain Fixed Based Operator Development and Lease Agreement No. 06-1057, and any amendments or modifications thereto (the "Master Lease").

### RECITALS

By the Master Lease, Sublandlord, as tenant, leased certain tracts or parcels of land from and located in the City of Boulder City, State of Nevada at the Boulder City Airport (the "Property"). A copy of the Master Lease is attached hereto as Exhibit "A".

Subtenant desires to sublease from Sublandlord that area identified on Exhibit "B" hereto (the "Premises").

### AGREEMENT

In consideration of the premises, and other valuable considerations, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Sublease. Sublandlord hereby subleases to Subtenant the Premises on the terms and conditions set forth herein.

2. Commencement Date. This Sublease shall commence on March 28<sup>th</sup> 2007 ("Commencement Date").

3. Term of Sublease. The term of this Sublease shall run concurrently with the Master Lease (the "Term"). In the event the term of the Master Lease may be extended, Sublandlord shall extend the term of the Master Lease if requested by Tenant.

4. Acceptance of Premises. Subtenant accepts the Premises in "As Is" condition. Sublandlord does not warrant the exact amount of rentable square footage.

5. Rent.

a. Base Rent. Subtenant shall pay base rent ("Base Rent") equal to one-half of the gross rent charged under the Master Lease for the Master Leased property in the "Asphalt Improvements" state and not with building improvements thereon; the additional rent charged by the Master Landlord for building improvements status, if any, shall be paid by the subtenant of the parcel leased under the Master Lease with such improvements unless if the difference between the lease rate for such land with building improvements thereon and the asphalt improvement status exceeds thirteen and 56/100s cents (\$0.1356) per square foot, then Subtenant and the subtenant of the balance of the Master Lease property not leased hereunder each will pay one-half (1/2) of such excess amount. Base Rent shall be paid when required under the Master Lease. A five percent (5%) late fee shall be added to any rental payment not received by Sublandlord at the address specified below on or before the day it is due. Interest shall accrue and be payable on any delinquent amount commencing the day after its due date at the rate of 1.5% per month. An additional three percent (3%) late fee shall be added to any rental payment not made within thirty (30) days of the due date. All payments shall be mailed to Sublandlord at such reasonable location as may be designated from time to time by Sublandlord.

b. In the event that the City of Boulder City, its agents, assignees, transferees, successors, administrators, or legal representatives increase Sublandlord's ground rent for the Property, then Subtenant's Base Rent payable above shall be increased by the amount of the increase attributable to the Premises. At such time as the amount of any change in the Base Rent pursuant to the Master Lease is known or determined, Sublandlord shall send written notice to Subtenant setting forth such change, which change shall be effective immediately upon sending notice.

c. Subtenant shall be solely responsible for payment of its own utilities.

6. [This section has been omitted intentionally]

7. Use.

a. *Use.* Subtenant shall use the Premises (together with any future areas leased by Sublandlord to Subtenant) for any use allowed by the Master Lease and governing law except Subtenant shall be strictly prohibited from itself using the Premises for an air tour operation or further subleasing or assigning this Sublease to any air tour operator, including but not limited to operators utilizing fixed-wing and/or rotary aircraft; provided, however, that Subtenant, its successor or assign, may further sublease the Premises for the operation of one or more air-tour businesses (who are unrelated, directly or indirectly, to Subtenant, its successor or assign) using up to a combined total of four (4) fixed-wing aircraft and/or helicopters from the Premises, but Subtenant itself may not operate an air-tour business from the Premises. Scenic Airlines, Inc. and Monarch Enterprises, Inc., and their successors or assigns shall be deemed intended beneficiaries of this restriction and entitled to enforce such restriction. This Section shall not be deemed to restrict the right of any member of Boulder City Airport Properties, LLC or its affiliate to lease or use any areas, other than Parcels 1 through 6, from Master Landlord. Subtenant shall have the right to sublease the Premises as it deems appropriate subject only to the restrictions set forth in this Sublease. Subtenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or the Master Lease, or (ii) which unreasonably interferes with the rights of tenants or users of the Premises or Property, or (iii) which constitutes a nuisance or waste. Subtenant shall comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, now in force or which may hereafter be in force ("Laws") regulating the use, occupancy or alterations by Subtenant of the Premises, including the Occupational Safety and Health Act and all Laws relating to toxic and hazardous wastes and environmental protection. Sublandlord makes no representation or warranty as to the suitability of the Premises for Subtenant's intended use or whether such use complies with all such Laws. This Section shall not be deemed to restrict the right of any member of Subtenant or its affiliate to lease or use in any manner any areas, other than Parcels 1 through 6, from Master Landlord. Subtenant shall have the right to sublease the Premises as it deems appropriate subject only to the restrictions set forth in this Sublease. The agreements of Subtenant in this section shall be deemed to be for the benefit of and directly enforceable by Scenic Airlines, Inc. and/or Monarch Enterprises, Inc. and may not be modified or terminated without the consent of both Scenic Airlines, Inc. and Monarch Enterprises, Inc.

b. *Maintenance.* Subtenant shall keep in good order, condition and repair all improvements on the Premises as required by the terms of the Master Lease.

c. *Fuel.* Subtenant may obtain aircraft fuel from the Boulder City Airport fuel farm at the fuel farm's cost, or from any other provider of aircraft fuel at the lowest cost available, without payment of any fee or surcharge to Sublandlord or BFE, LLC.

d. *Hazardous Substances.* The term "Hazardous Substances", as used in this Sublease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Subtenant shall not cause or permit to occur:

i. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises after the Commencement Date of this Sublease, or arising from Subtenant's use or occupancy of the Premises, including, but not limited to soil and ground water conditions;

ii. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substances, except in such quantities and uses that would not violate any

environmental laws. Subtenant is responsible for the proper disposal of all Hazardous Substances used, stored or transported.

iii. Subtenant shall, at its own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances in or from the Premises by FGA or third parties under its control ("Laws").

iv. Subtenant shall, at its own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

v. Should any Authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances proven to be caused, in whole or part, by Subtenant, during the term of this Lease at or from the Premises, and which arises at any time from Subtenant's use or occupancy of the Premises, then Subtenant shall, at its own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Subtenant shall carry out all such clean-up plans.

vi. Subtenant shall promptly provide to Sublandlord all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances. If Subtenant fails to fulfill any duty imposed under this section within a reasonable time, Sublandlord may do so and, in such case, Subtenant shall cooperate with Sublandlord in order to prepare all documents Subtenant deems necessary or appropriate to determine the applicability of the Laws to the Premises and Subtenant's use thereof, and for the compliance therewith, and Subtenant shall execute all documents promptly upon Sublandlord's request. No such action by Subtenant and no attempt made by Sublandlord to mitigate damages under any Law shall constitute a waiver of any of Subtenant's obligations under this paragraph (c).

vii. Subtenant shall indemnify, defend, and hold harmless Sublandlord and Sublandlord's officers, directors, beneficiaries, shareholders, partners, members, managers, agents, and employees from all fines, suits, proceedings, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances caused by Subtenant, in whole or in part, that occurs during the term of this Sublease. Subtenant shall further indemnify Sublandlord with respect to any liability arising from Subtenant's failure to provide all information, make all submissions, or take all steps required by all Authorities under the Laws and all other environmental laws.

viii. Subtenant's obligations and liabilities under this subsection (b) shall survive the expiration of this Sublease.

e. *Compliance with Law.* Subtenant shall, at its own expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the Premises and the occupation and use by Subtenant of the Premises. Subtenant shall conduct its business in a lawful manner and shall not use or permit the use of the Premises or the common area in any manner that will tend to create waste or a nuisance or that shall tend to disturb other occupants of the Property.

f. *Condition of Premises.* Subtenant hereby accepts the Premises in its condition existing as of the date that Subtenant takes possession of the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Subtenant acknowledges that it has satisfied itself by its own independent investigation that the Premises is suitable for its intended use, and that neither Sublandlord nor Sublandlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises or common areas for the conduct of Subtenant's business.



g. Condition Upon Termination. Upon the termination of this Sublease, Subtenant shall surrender the Premises to Sublandlord in a neat and clean condition as required by the Master Lease.

8. Common Areas.

Subtenant agrees to abide by and conform to all rules and regulations under the Master Lease with respect to common areas and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform.

9. Alterations and Additions.

a. Subtenant shall not, without Sublandlord's prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises.

b. Any alterations, improvements, additions or utility installations in or about the Premises that Subtenant shall desire to make shall be in accordance with the Master Lease.

c. Subtenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Subtenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or the Property, or any interest therein.

d. In accordance with the Master Lease, Subtenant shall give Sublandlord sufficient notice prior to the commencement of any work in the Premises by Subtenant. If Subtenant shall, in good faith, contest the validity of any liens, claims or demands against the Premises or the Property then Subtenant shall, at its sole expense, defend itself and Sublandlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Sublandlord or the Premises or the Property.

e. All alterations, improvements, additions and utility installations which may be made to the Premises by Subtenant shall comply with the terms of the Master Lease and shall be made and done by a licensed Nevada contractor in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Sublandlord and remain upon and be surrendered with the Premises at the expiration of the Term unless Sublandlord requires their removal as set forth herein.

10. Real Property Taxes. Subtenant shall pay the real property taxes applicable to the Premises and the improvements thereon directly to the taxing authority as required by the Master Lease. As used herein, the term real property tax shall include any form of real estate tax or assessment general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Property or any portion thereof. Notwithstanding the foregoing, Subtenant shall have the right to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith, but only after payment of such tax or bonding of said payment; provided, however, that Subtenant must in any event pay any such tax prior to any sale of the Premises or any part thereof for nonpayment. Upon commencing the contest of a tax, Subtenant shall notify Sublandlord or the Landlord under the Master Lease, as the case may be, of the nature of the contest and of the amount in issue.

11. Personal Property Taxes. Subtenant shall pay prior to delinquency all taxes assessed against and levied-upon trade fixtures, furnishings, equipment and all other personal property of Subtenant contained in the Premises or elsewhere. Notwithstanding the foregoing, Subtenant shall have the right to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith, but only after payment of such tax or bonding of said payment; provided, however, that Subtenant must in any event pay any such tax prior to any sale of the Premises or any part thereof for nonpayment. Upon commencing the contest of a tax, Subtenant shall notify Sublandlord or the Landlord under the Master Lease, as the case may be, of the nature of the contest and of the amount in issue.

12. Security Measures-Sublandlord's Reservations.

a. **Security.** Subtenant hereby acknowledges that Sublandlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Subtenant assumes all responsibility for the protection of Subtenant, its agents, and invitees and the property of Subtenant and of Subtenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Sublandlord, at Sublandlord's sole option, from providing security protection for the Premises, the Property, or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses.

b. **Sublandlord's Rights.** Sublandlord shall have the following rights:

i. To change the name, address or title of the Property upon not less than 90 days prior written notice;

ii. To, at Subtenant's expense, provide and install standard graphics on such portions of the common areas or Property as Sublandlord shall reasonably deem appropriate;

iii. To permit any Subtenant the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and

iv. To place such signs, notices, or displays as Sublandlord reasonably deems necessary or advisable upon the roof, exterior of the buildings, or on pole signs in the common areas or on the Property.

c. **Sublandlord's Rights in Premises and Property.** Sublandlord reserves the right:

i. To make changes to the Property, including, without limitation, changes in the location, size, shape and number of driveways, entrances, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and parking areas;

ii. To close temporarily any of the Property for maintenance purposes or to prevent prescriptive easements so long as reasonable access to the Premises remains available;

iii. To add additional buildings and improvements to the Property, including, without limitation, the construction of parking structures or surface parking areas;

iv. To use the Common Area or Property while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof provided, however, that such use of the Premises or Property shall be reasonable, including without limitation, the duration and extent of such use; and

v. To do and perform such other acts and make such other changes in, to or with respect to the Premises or Property as Sublandlord may, in the exercise of sound business judgment, deem to be appropriate.

13. **Quiet Possession.** Upon Subtenant paying the rent for the Premises and observing and performing all of the covenants, conditions, and provisions on Subtenant's part to be observed and performed hereunder, Subtenant shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Sublease.

14. **Incorporation by Reference.** Except with respect to the payment of Rent, including Additional Rent, which shall be paid directly to Sublandlord, Subtenant agrees to be bound by all of the covenants and restrictions contained in the Master Lease as though a lessee thereunder. In the event of destruction or condemnation of the Premises, the applicable provisions of the Master Lease regarding tenant's rights shall govern Subtenant's rights and obligations. If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, provided however, that if the Master Lease terminates as a result of a default or breach by Subtenant under this Sublease and/or the Master Lease, then Subtenant shall be liable to Sublandlord for the damage suffered as a result of such termination. Further, if the Master Lease gives Sublandlord any right to terminate the Master Lease in the event of the partial or total damage,

destruction, or condemnation of the Premises, the exercise of such right by Sublandlord shall not constitute a default or breach hereunder.

15. Default; Remedies.

a. *Default.* The occurrence of any one or more of the following events shall constitute a material default of this Sublease by Subtenant:

i. The vacation or abandonment of the Premises by Subtenant. Vacation of the Premises shall include the failure to occupy the Premises for a continuous period of thirty (30) days or more, whether or not the rent is paid.

ii. The failure by Subtenant to make any payment of rent or any other payment required to be made hereunder, as and when due.

iii. The failure by Subtenant to observe or perform any of the covenants, conditions or provisions of this Sublease of the Master Lease to be observed or performed by Subtenant, where such failure shall continue for a period of thirty (30) days after written notice thereof; provided, however, that if the nature of Subtenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Subtenant shall not be deemed to be in default if Subtenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Subtenant under applicable Unlawful Detainer statutes.

iv. The making by Subtenant of any general arrangement or general assignment for the benefit of creditors, Subtenant becoming a debtor as defined in 11 U.S.C. §5101 or any successor statute thereto (unless, in the case of a petition filed against Subtenant, the same is dismissed within ninety (90) days, the appointment of a trustee or receiver to take possession of substantially all of Subtenant's assets located at the Premises or of Subtenant's interest in this Sublease, where possession is not restored to Sublease within thirty (30) days, or the attachment execution or other judicial seizure of substantially all of Subtenant's assets located at the Premises or of Subtenant's interest in this Sublease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.

b. *Remedies.* In the event of any material default or breach of this Sublease by Subtenant, Sublandlord may at any time thereafter, with or without notice or demand and without limiting Sublandlord in the exercise of any right or remedy which Sublandlord may have by reason of such default:

i. The right to declare the term of this Sublease ended and to reenter the Premises and take possession thereof, and to terminate all of the rights of Subtenant in and to the Premises;

ii. The right to receive repayment with interest of any amounts due hereunder;

iii. Pursue any other remedy now or hereafter available to Sublandlord under the laws or judicial decisions of the State of Nevada. Unpaid installments of rent and other unpaid monetary obligations of Subtenant under the terms of this Sublease shall bear interest from the date due at the rate of one and one-half percent (1.5%) per month until paid in full.

16. Default by Sublandlord. Sublandlord shall not be in default unless Subtenant fails to perform obligations required of Sublandlord within a reasonable time, but in no event later than thirty (30) days after written notice by Subtenant to Sublandlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Subtenant in writing, specifying wherein Sublandlord has failed to perform such obligation; provided, however, that if the nature of Sublandlord's obligation is such that more than thirty (30) days are required for performance, then Sublandlord shall not be in default if Sublandlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

17. Insurance; Indemnity.

a. **Insurance-Subtenant.** Subtenant shall obtain and keep in force during the Term such policies of insurance as are required by the Master Lease.

b. **Insurance-Sublandlord.** Sublandlord shall obtain and keep in force during the Term of this Sublease such policies of insurance as are required by the Master Lease.

c. **Insurance Policies.** Subtenant shall deliver to Sublandlord copies of liability insurance policies required hereunder or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Sublease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Sublandlord. Subtenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Sublandlord with renewals thereof. Sublandlord shall be named as an additional insured on all policies maintained by Subtenant hereunder.

d. **Waiver of Subrogation.** Subtenant and Sublandlord each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Sublandlord or Subtenant or their agents, employees, contractors and/or invitees. If necessary, all property insurance policies required under this Sublease shall be endorsed to so provide.

e. **Indemnity.** Subtenant shall indemnify and hold harmless Sublandlord and its agents, partners and lenders from and against any and all claims for damage to the person or property of anyone or any entity arising from Subtenant's use of the Premises, the common areas or the property, or from the conduct of Subtenant's business or from any activity, work or things done, permitted or suffered by Subtenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Sublandlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Subtenant's part to be performed under the terms of this Sublease, or arising from any act or omission of Subtenant, or any of Subtenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Sublandlord as the result thereof, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Sublandlord by reason of any such matter, Subtenant upon notice from Sublandlord shall defend the same at Subtenant's expense by counsel reasonably satisfactory to Sublandlord and Sublandlord shall cooperate with Subtenant in such defense. Sublandlord need not have first paid any such claim in order to be so indemnified. Subtenant, as a material part of the consideration to Sublandlord, hereby assumes all risk of damage to property of Subtenant or injury to persons, in, upon or about the Premises arising from any cause and Subtenant hereby waives all claims in respect thereof against Sublandlord.

f. **Exemption of Sublandlord from Liability.** Subtenant hereby agrees that Sublandlord shall not be liable for injury to Subtenant's business or any loss of income therefrom or for loss of or damage to the goods, wares, merchandise or other property of Subtenant, Subtenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Sublandlord be liable for injury to the person of Subtenant, Subtenant's employees, agents or contractors, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause and whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Premises, or of the equipment, fixtures or appurtenances applicable thereto. Sublandlord shall not be liable for any damages arising from any act or neglect of any other Subtenant, occupant or user of the Premises, nor from the failure of Sublandlord to enforce the provisions of any other lease of any other Subtenant of the Premises or the Property.

g. **No Representation of Adequate Coverage.** Sublandlord makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Subtenant's property or obligations under this Sublease.

18. Subordination.

a. This Sublease and any option granted hereby, at Sublandlord's option, shall be subordinate to the existing Master Lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof.

b. Subtenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Sublease or any option granted herein prior to the lien of any mortgage, deed of trust, or Master Lease as the case may be. Subtenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Subtenant hereunder without further notice to Subtenant or, at Sublandlord's option, Sublandlord shall execute such documents on behalf of Subtenant as Subtenant's attorney-in-fact. Subtenant does hereby make, constitute and irrevocably appoint Sublandlord as Subtenant's attorney-in-fact and in Subtenant's name, place and stead to execute such documents in accordance with this section.

19. Assignment and Subletting. Subtenant shall be permitted to assign or sublet any portion or all of the Premises only with the consent of Landlord under the Master Lease, subject to the limitations and restrictions set forth in the Master Lease. Any assignment or subletting shall incorporate by reference this Sublease and the Master Lease.

20. Easements. Sublandlord reserves to itself the right, from time to time, to grant such easements, rights, and dedications that Sublandlord deems necessary or desirable and to cause the recordation of parcel maps and restrictions so long as such easements, rights, dedications, maps, and restrictions do not unreasonably interfere with the use of the Premises by Subtenant. Subtenant shall sign any of the aforementioned documents upon request of Sublandlord and failure to do so shall constitute a material default of this Sublease by Subtenant without the need for further notice to Subtenant. The obstruction of Subtenant's view, air, or light by any structure erected in the vicinity of the Premises, whether by Sublandlord or third parties, shall in no way affect this Sublease or impose any liability upon Sublandlord.

21. No Holding Over. Subtenant's right to possession of the Premises terminates at midnight, at the end of the Term, time being of the essence. In the event Subtenant desires to retain its tenancy in the Premises, Subtenant understands it will have to enter into a new sublease agreement directly with Sublandlord. If Subtenant, with Sublandlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Sublease pertaining to the obligations of Subtenant except that the rent payable shall be one hundred and fifty percent (150%) of the rent payable immediately preceding the termination date of this Sublease and all options, if any, granted under the terms of this Sublease shall be deemed terminated and be of no further effect during said month to month tenancy.

22. Entry by Sublandlord. Subtenant shall permit Sublandlord and its agents to enter the Premises at all reasonable times upon reasonable prior notice.

23. Independent Operation. Nothing in this Sublease shall cause Sublandlord, in any way, to be construed as partner or joint venturer with Subtenant, nor shall anything in this Sublease be construed to subject Sublandlord to any obligation, loss, charge or expense connected with or arising from the conduct of Subtenant's business at the Premises.

24. Attorney's Fees. In the event of default under the terms of this Sublease, the defaulting party shall pay to the non-defaulting party all of the costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing its rights hereunder.

25. Broker's Fee. Subtenant and Sublandlord each represent and warrant to the other that no broker or other person, firm, or entity is entitled to any commission or finder's fee in connection with this transaction and Subtenant and Sublandlord do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees, or liability for compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying party.

26. Estoppel Certificate.

a. Each party (as responding party) shall at any time, upon not less than ten (10) days prior written notice from the other party ("requesting party") or such other time period as required under the Master Lease, execute, acknowledge, and deliver to the requesting party a statement in writing (i) certifying that this Sublease is unmodified and in full force and effect (or if modified stating the nature of such modification and certifying that this Sublease as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of Subtenant.

b. At the requesting party's option, the failure to deliver such statement within such time shall be a material default of this Sublease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Sublease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Sublandlord is the requesting party, not more than one month's rent has been paid in advance.

c. If Sublandlord desires to finance, refinance, or sell the Premises, or any part thereof, Subtenant hereby agrees to deliver to any lender or purchaser designated by Sublandlord, such financial statements of Subtenant as may be reasonably required by such lender or purchaser. All such financial statements shall be received by Sublandlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

## **27. Miscellaneous Provisions.**

a. All notices to be given to Subtenant may be given in writing personally or by depositing the same in the United States mail, certified, postage prepaid, addressed to Subtenant at such address as Subtenant may request hereafter in writing to Sublandlord. All notices to be given by Subtenant to Sublandlord shall be in writing and personally delivered or deposited in the United States Mail, certified, postage prepaid, addressed to Sublandlord at such address as Sublandlord may request hereafter in writing to Subtenant.

b. All the terms, covenants and conditions of this Sublease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

c. Time is of the essence of the Agreement and all of the provisions hereof.

d. No waiver of any default of Subtenant hereunder shall be implied from any failure by Sublandlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent stated.

e. The captions in this Sublease are for convenience only and shall not, in any way, limit or be deemed to construe or interpret the terms and provisions hereof.

f. All monetary obligations of Subtenant to Sublandlord under the terms of this Sublease, including but not limited to Subtenant's share of operating expenses, and any other expenses payable by Subtenant hereunder shall be deemed to be rent.

g. This Sublease shall be construed and enforced solely and exclusively in accordance with the laws of the State of Nevada, without regard to choice of law provisions. Any litigation concerning this Sublease between the parties hereto shall be initiated in Clark County, Nevada.

h. If any term, covenant or condition of this Sublease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

i. Subtenant shall give notice as soon as reasonably possible to Sublandlord in the case of emergency, damage, loss, accident or injury on the Premises.

j. This Sublease contains all of the covenants, promises, agreements, conditions and understandings between Sublandlord and Subtenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written between them other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless reduced to writing and signed by them.

k. Each individual executing this Sublease on behalf of Subtenant or Sublandlord represents and warrants that such individual is duly authorized to execute and deliver this Sublease on behalf of said entity.

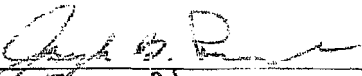
l. Subtenant shall not record this Sublease without the prior written consent of Sublandlord.

m. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any party by facsimile of counterpart signature pages shall be as binding an execution and delivery of this Agreement by such party as if the party had delivered an actual physical original of this Agreement with an ink signature from such party. Any party delivering this Agreement by facsimile shall promptly thereafter deliver an executed counterpart original hereof to the other party.

IN WITNESS WHEREOF the parties have caused this Sublease to be executed on the dates set forth above.

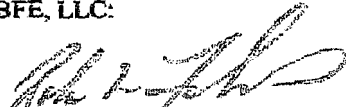
**SUBLANDLORD**

Boulder City Airport Properties, LLC

By:   
Name: Joseph Pierre  
Title: General Counsel, CV Prop,  
Member, Boulder City Airport Prop.

**SUBTENANT**

BFE, LLC:

  
By Robert Fahnestock  
Its Authorized Member

**Exhibit A**  
**Master Lease**



**Exhibit B**  
**Legal Description of Premises**

**Parcel #1**

The Lease Site contains a total of 67,225.00 square feet and is more particularly described as follows:

**THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF TRACT 232, AS PER MAP RECORDED IN FILE 65, PAGE 39 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 359.67 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD; THENCE N73°35'30"W 60.47 FEET; THENCE N80°43'00"W 295.00 FEET TO THE POINT OF BEGINNING; THENCE S09°17'00"W 190.00 FEET; THENCE S80°43'00"E 355.00 FEET; THENCE N09°17'00"E 182.50 FEET TO THE POINT OF BEGINNING.**

Containing 67,225.00 Square Feet or 1.543 acres.

**Parcel #2**

The Lease Site Contains a total of 26,625.00 square feet and is more particularly described as follows:

**THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 359.67 FEET TO THE POINT OF BEGINNING; THENCE N89°43'00"W 355.00 FEET; THENCE S09°17'00"W 75.00 FEET; THENCE S80°43'00"E 355.00 FEET; THENCE N09°17'00"E 75.00 FEET TO THE POINT OF BEGINNING.**

Containing 26,625.00 square feet or 0.611 acres.

**Parcel #3 (Original FBO Site)**

The Lease Site contains a total of 45,625 square feet and is more particularly described as follows:

**THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF TRACT 232, AS PER MAP RECORDED IN FILE 65, PAGE 39 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00" W 87.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD TO THE POINT OF BEGINNING; THENCE S09°17'00" W 182.50 FEET; THENCE N80°43'00" W 250.00 FEET; THENCE N09°17'00" E 182.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD; THENCE S80°43'00" E 250.00 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.**

Containing 45,625 square feet or 1.047 acres.

**Parcel #4**

The Lease Site Contains a total of 18,750 square feet and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00" W 359.67 FEET TO THE POINT OF BEGINNING; THENCE S80°43'00" E 250.00 FEET; THENCE S09°17'00" E 75.00 FEET; THENCE S80°43'00" E 250.00 FEET; THENCE S09°17'00" W 75.00 FEET TO THE POINT OF BEGINNING.

Containing 18,750 square feet or 0.430 acres.

Parcel #5

The Lease Site contains a total of 99,220.00 square feet and is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 232-A, AS PER MAP RECORDED IN FILE 65, PAGE 39, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE N80°43'00"W 109.67 FEET; THENCE S09°17'00"W 75.00 FEET TO THE POINT OF BEGINNING; THENCE N80°43'00"W 605.00 FEET; THENCE S09°17'00"W 164.00 FEET; THENCE S80°43'00"E 605.00 FEET; THENCE N09°17'00"E 164.00 FEET TO THE POINT OF BEGINNING.

Containing 99,220.00 square feet or 2.278 acres.



September 1, 2021

## SUBLEASE AGREEMENT

This Sublease Agreement (this "Lease"), to be effective September 1, 2021 in entered between BFE, LLC, a Nevada limited liability company ("Landlord") and Hansen Aircraft Maintenance, LLC ("Tenant").

## RECITALS

Tenant desires to lease a small portion of hangar space (approximately 1500 square feet) on the premises at 1411 Airport Road, Ste. 100, also known as BFE, LLC, an FBO located at the Boulder City Airport.

## AGREEMENT

1. Sublease. Landlord hereby subleases to Tenant the Premises on the terms and conditions set fourth herein.
2. Commencement Date. This lease shall commence on September 1, 2021.
3. Term of Sublease. The Term of the sublease shall be 1 year from the Commencement Date noted above and end on the day before on the following year. Tenant shall put into writing, no less than 90 days to renew the sublease for an additional year. Tenant has the option of renewing the sublease until time expires on the "Master Lease".
4. Acceptance of Premises. Tenant accepts the Premises in "As Is" condition. Landlord does not warrant the exact amount of rentable square footage.
5. Rent. Tenant shall pay to Landlord Two Thousand Dollars (\$2,000.00) monthly during the Term. Rent shall be paid in advance promptly on the 1<sup>st</sup> day of every calendar month. A five percent (5%) late fee shall be added to any rental payment not received by Landlord at the specified address by the day its due. All payments shall be mailed to Landlord at 1411 Airport Rd #100, Boulder City, NV 89005, or such other place as may be designated by Landlord from time to time.
6. Security Deposit. Tenant shall deposit with Landlord, upon execution of this lease, the sum of (\$2,000.00) Two Thousand Dollars. If Tenant fails to pay Base Rent or other charges when due under this Lease, or fails to perform any of its other obligations hereunder, Landlord may use or apply all or any portion of the Security Deposit for the payment of any rent or other amount then due hereunder and unpaid, for the payment of any other sum for which Landlord may become obligated by reason of Tenant's default or breach, or for any loss or damage sustained by Landlord as a result of Tenant's default or breach. If Landlord so uses any portion of the Security Deposit, Tenant shall, within ten (10) days after written demand by Landlord, restore the Security Deposit to the full amount originally deposited, and Tenant's failure to do so shall constitute a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts, and shall have no obligation or liability for payment of interest on the Security Deposit.
7. Use. Tenant shall use the premises for aircraft maintenance in the BFE hangar. Tenant will be assigned (2) tie downs on the BFE property. Tenant's use shall comply with Boulder City Municipal Airport Rules and Minimum Standards. Tenant shall be responsible for acquiring/ maintaining any city, county, state, and federal licenses needed for its operation.

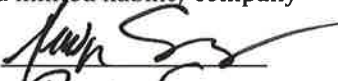
A handwritten signature in black ink, located in the bottom right corner of the page.

8. Access. If needed, tenant shall apply for and carry at all times an airport badge. An application will be provided by Landlord to submit to the airport management. Landlord will provide to tenant the building utilities, internet access, alarm codes, waste disposal service, and other amenities provided by the FBO to its tenants.
9. Insurance. Tenant shall carry the minimum insurance required as stated in the Boulder City Municipal Airport Rules and Minimum Standards. Tenant shall indemnify and hold harmless BFE LLC, Boulder City Airport Properties, and the City of Boulder City.

IN WITNESS WHEREOF the parties have caused this Lease to be executed on the dates set forth above.


LANDLORD

BFE, LLC  
a Nevada limited liability company

Signed:   
Name: Randy Saene  
Title: Mgr  
Date: 8/30/21

TENANT

Alexander Hansen  
Hansen Aircraft Maintenance, LLC  
3009 Pelican Beach Dr.  
Las Vegas, NV 89117

Signed:   
Name: Alexander Hansen  
Title: Owner  
Date: 8-30-21



**Airport Liability Certificate of Insurance**  
Additional Insured

DATE ISSUED	9/20/2021
NAMED INSURED	Hansen Aircraft Maintenance, LLC
ADDRESS OF INSURED	3009 Pelican Beach Dr. Las Vegas, NV 89117
INSURANCE COMPANY	Hallmark Insurance Company
POLICY NUMBER	AP99-GZNQQ-00
POLICY EFFECTIVE DATE	9/16/2021
POLICY EXPIRATION DATE	9/16/2022
AIRPORT DESCRIPTION	Boulder City Municipal Airport, Boulder City, NV

**Coverage Summary**

		LIMIT OF COVERAGE	
<b>TOTAL POLICY COVERAGE LIMIT</b>		<b>\$1,000,000</b>	Each Occurrence
A	BODILY INJURY AND PROPERTY DAMAGE COVERAGE	<b>\$1,000,000</b>	Each Occurrence
	Hazard Division 1. Airport Operations	<b>\$1,000,000</b>	Each Occurrence
		<b>\$1,000,000</b>	Each Person

This Certificate is issued to the following Certificate Holder:

Name	Address
City of Boulder City Airportadmin@bcnv.org	401 California Ave Boulder City, NV 89005

Coverage under the following Coverage and Hazard Divisions is extended to include the named Certificate Holder as an insured subject to all of the applicable policy terms, conditions and provisions applicable to such coverage.

**Coverage A. Hazard Division 1. Airport Operations**

Notice of cancellation and/or non- renewal of the policy will be provided to the Certificate Holder in accordance with the terms and provisions of the policy.

**THIS CERTIFICATE OF INSURANCE IS ISSUED FOR INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE INSURANCE POLICY REFERENCED ABOVE.**

AEROSPACE INSURANCE MANAGERS, INC.  
Aviation Managers

## **R7340 - Agreement 21-1946 for Law Enforcement Services**

### **SUBJECT:**

For possible action: Resolution No. 7340, a resolution of the City Council of Boulder City, Nevada approving Interlocal Agreement No. 21-1946 with Clark County, Nevada to reimburse the City in the not-to-exceed amount of \$109,624.88 for law enforcement services within the Boulder City Conservation Easement and amending the revenues and expenses associated with this agreement

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Staff Report	Cover Memo
<input type="checkbox"/> Res 7340	Resolution Letter
<input type="checkbox"/> Agreement 21-1946	Exhibit



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 3 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Tim Shea, Police Chief

**DATE:** September 28, 2021

**SUBJECT:** Resolution No. 7340, a resolution of the City Council of Boulder City, Nevada approving Interlocal Agreement No. 21-1946 with Clark County, Nevada to reimburse the City in the not-to-exceed amount of \$109,624.88 for law enforcement services within the Boulder City Conservation Easement and amending the revenues and expenses associated with this agreement

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** It is requested that the City Council approve Interlocal Agreement 21-1946 with Clark County, Nevada for law enforcement services within the Boulder City Conservation Easement.

## **Overview:**

- Boulder City ("City") and Clark County ("County") entered into a long term agreement to establish an easement known as the Boulder City Conservation Easement ("Easement") to protect the habitat of the Desert Tortoise and other species in 1995 through Interlocal Agreement No. 94-A313 set to expire in the year 2045.
- In June of 2019, the the City and Clark County entered into an amendment and restatement of the Interlocal Agreement through Interlocal Agreement No. 94-313B.
- The Amended and Restated Conservation Easement Grant provides that the County shall provide for peace officers with authority to patrol the easement area and enforce applicable ordinances, resolutions, orders and regulations.
- NRS 277.180 allows the County and City to share resources to provide governmental services.

- For the past several years the City of Boulder City Police Department (BCPD) has provided patrol services on behalf of the County through interlocal agreement most recently Interlocal Agreement No. 17-1633.
- Agreement No. 17-1633 is now expired.
- Interlocal Agreement No. 21-1946 would allow the BCPD to continue to provide these services through November 1, 2022.

Background Information:

Boulder City ("City") and Clark County ("County") entered into a long term agreement to establish an easement known as the Boulder City Conservation Easement ("Easement") to protect the habitat of the Desert Tortoise and other species in 1995 through Interlocal Agreement No. 94-A313 set to expire in the year 2045.

The Easement area is comprised of 86,423 acres of real property that lies southeast of Las Vegas, Nevada along US-95 in the Eldorado Valley between the McCullough Range and Eldorado Mountains. As of 2001, all of the Cities and the County are also signatories to an incidental take permit issued by the Department of the Interior and an Implementing Agreement in which we are authorized to "take" certain species if certain steps are taken toward conservation (Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0 "Permit").

In 2019, the County and City updated the interlocal agreement regarding the easement grant and obligations under the Permit, and under the Amended and Restated Conservation Easement Grant the County is required to provide for peace officers with authority to patrol the easement area and enforce applicable ordinances, resolutions, orders and regulations.

For the past several years the City of Boulder City Police Department (BCPD) has provided patrol services on behalf of the County through interlocal agreement most recently Interlocal Agreement No. 17-1633, this agreement will expire as of November 2021.

Interlocal Agreement No. 21-1946 would allow the BCPD to continue to provide these services on behalf of the County through November 1, 2022.

Financial: The Contract is for a not-to-exceed amount of \$109,624.88, and is paid by the County to the City to reimburse Boulder City for our costs.

Boulder City Strategic Plan Goal: Goal E. Sustain a High Level of Public Safety Services.



Department Recommendation: The Department recommends that the City Council approve Interlocal Agreement 21-1946 with Clark County, Nevada for law enforcement services within the Boulder City Conservation Easement.

Attachment:

Resolution No. 7340

Interlocal Agreement 21-1946

**RESOLUTION NO. 7340**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING INTERLOCAL AGREEMENT NO. 21-1946 WITH CLARK COUNTY, NEVADA TO REIMBURSE THE CITY IN THE NOT-TO-EXCEED AMOUNT OF \$109,624.88 FOR LAW ENFORCEMENT SERVICES WITHIN THE BOULDER CITY CONSERVATION EASEMENT AND AMENDING THE REVENUES AND EXPENSES ASSOCIATED WITH THIS AGREEMENT**

**WHEREAS**, Boulder City and Clark County entered into a long term agreement to establish an easement known as the Boulder City Conservation Easement to protect the habitat of the Desert Tortoise and other species in 1995 through Agreement No. 94-A313B set to expire in the year 2045; and

**WHEREAS**, under Agreement No. 94-A313B Clark County has agreed to provide police patrol services within the easement area; and

**WHEREAS**, Clark County desires to contract with Boulder City to provide law enforcement activities within the easement area, including patrol and prosecution of violators; and

**WHEREAS**, Clark County is authorized under NRS 277.180 to enter into agreements with the City to perform any governmental service which the County or City is authorized to perform by law; and

**WHEREAS**, the total compensation provided to the City by the County for the performance of this Agreement is an amount not-to-exceed \$109,624.88 through November 1, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No. 21-1946, between the City of Boulder City and Clark County; and

**BE IT FURTHER RESOLVED**, that the City Council amend the Fiscal Year 2021- 2022 budget to include the revenues and expenses associated with this Agreement.

**DATED and APPROVED** this 28th day of September, 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami McKay, City Clerk  
(Seal)

INTERLOCAL AGREEMENT  
FOR BOULDER CITY CONSERVATION EASEMENT LAW ENFORCEMENT

between

CLARK COUNTY, NEVADA  
DEPARTMENT OF AIR QUALITY  
DESERT CONSERVATION PROGRAM

and

CITY OF BOULDER CITY

FUNDING SOURCE –SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this \_\_\_\_ day of \_\_\_\_ 2021, by and between CLARK COUNTY, administered by the Department of Air Quality, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and CITY of BOULDER CITY (herein after referred to as AGENCY), a public agency, for BOULDER CITY CONSERVATION EASEMENT LAW ENFORCEMENT.

WITNESSETH:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective February 1, 2001 accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

WHEREAS, pursuant to the authority granted by NRS 277.180, which authorizes COUNTY to enter into agreements with AGENCY to perform any governmental service or activity or undertaking which COUNTY or AGENCY is authorized to perform by law.

WHEREAS, COUNTY agrees to fund this AGREEMENT for the not-to-exceed amount of \$109,624.88 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

WHEREAS, the parties desire to enter into this AGREEMENT for the purposes of assuring actions identified in Exhibit A, Scope of Work will be completed by AGENCY and paid for by COUNTY.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

AGENCY will provide goods and/or services set forth in Exhibit A, Scope of Work attached hereto as project actions.

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by AGENCY shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY's representative, Sara Carrizal, Project Coordinator, 702-455-2722, or the Director of the Department of Air Quality's designee. COUNTY's representative may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff member(s).

### ARTICLE III: SUBCONTRACTS

Upon written approval by COUNTY, AGENCY may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

### ARTICLE IV: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to retain AGENCY for the period from date of award through November 1, 2022. COUNTY agrees to pay AGENCY for services provided as outlined in Exhibit A, Scope of Work.

AGENCY will be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in Exhibit A, Scope of Work.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

1. The title of the project as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Number, the Payment Address, and the Funding Source.
2. A "BUDGET SUMMARY COMPARISON", which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) calendar days to correct the invoice and resubmit.

Invoices shall be submitted via email to [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov), or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

AGENCY shall submit an invoice within sixty (60) calendar days after the end of each calendar quarter in which the AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work, unless COUNTY and AGENCY agree upon a different timetable in writing. However, without exception, AGENCY shall submit any and all invoices within six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

COUNTY will provide payment within sixty (60) calendar days after receipt of an acceptable invoice including required documentation. Upon request by COUNTY, AGENCY shall provide justification of expenses within thirty (30) calendar days. COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

AGENCY must notify COUNTY in writing of any changes to AGENCY's remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) calendar days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment will be withheld until all deliverables have been submitted and accepted.

### ARTICLE V: TIME SCHEDULE

Time is of the essence for this AGREEMENT. The work identified in Exhibit A, Scope of Work is anticipated to end on November 1, 2022.

If the AGENCY's performance of work is delayed or if the AGENCY's sequence of tasks is changed, the AGENCY shall include a written explanation of the reasons for the delay and shall ensure that the updated schedule provides for the completion of the work within the term of the AGREEMENT. Each updated schedule is subject to the COUNTY

representative's written approval. If at any time, the work is at risk of not being completed within the term of this AGREEMENT, AGENCY shall notify the COUNTY's representative in writing immediately.

#### ARTICLE VI: TERM OF AGREEMENT

The term of this AGREEMENT shall be from the day of contract award through November 1, 2022.

Final invoices to be submitted under this AGREEMENT must be received by COUNTY within ninety (90) calendar days after contract end date.

#### ARTICLE VII: SUSPENSION AND TERMINATION

**Suspension.** COUNTY may suspend performance by AGENCY under this AGREEMENT up to ninety (90) calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

**Termination for Convenience.** Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

**Termination for Cause.** This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY's control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

**Process.** The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY's notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY's consideration of AGENCY for future projects.
3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY's default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

#### ARTICLE VIII: AMENDMENTS

COUNTY may at any time, by written amendment and with the written consent of AGENCY, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by AGENCY must be made in writing, must be submitted via email to: [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov) and must adhere to COUNTY procedures, accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

Requests are subject to approval by COUNTY. If approved, these changes will be incorporated into this AGREEMENT through a written amendment.

#### ARTICLE IX: NOTICES

Except where specifically stated in this AGREEMENT, all notices, requests, demands, and other communications (collectively referred to as correspondence), required or permitted pursuant to this AGREEMENT shall be made in writing. When sent to AGENCY's address described below, correspondence is deemed received immediately if emailed, or within three business days if deposited in the United States mail, first class postage, or commercial carrier.

TO COUNTY: Sara Carrizal, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118  
[Sara.Carrizal@clarkcountynv.gov](mailto:Sara.Carrizal@clarkcountynv.gov)

TO AGENCY: Paul Sikora  
Boulder City Police Department  
401 California Ave  
Boulder City, NV 89005  
[PSikora@bcnv.org](mailto:PSikora@bcnv.org)

#### ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, AGENCY will retain title. For equipment with an individual purchase price of \$5,000 (five thousand) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, COUNTY requires a copy of the executed lease AGREEMENT within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to AGENCY funding source.

#### ARTICLE XI: DATA MANAGEMENT

AGENCY shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:  
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

All data shall be transmitted to COUNTY and becomes the property of both COUNTY and AGENCY. All materials, information, documents, and drawings developed under this AGREEMENT are also subject to these conditions, and Article XII, as applicable.  
COUNTY reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

#### ARTICLE XII: INTELLECTUAL PROPERTY

Title to all inventions resulting from any research performed as part of this AGREEMENT shall reside with AGENCY. AGENCY grants to COUNTY a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of COUNTY the subject inventions throughout the world without notice to AGENCY.

Title to all copyrightable deliverables resulting from the performance of this AGREEMENT shall reside with AGENCY. AGENCY grants to COUNTY a royalty-free, perpetual license to copy, use, disclose, and sublicense such deliverables for any lawful purpose without notice to AGENCY.

#### ARTICLE XI: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible AGENCY may adjust the statement or receive a waiver of use, upon written notice to and approval by COUNTY.

*"This work was supported by the Clark County Desert Conservation Program and funded by Section 10 as project # 2017-BC-1710A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."*

ARTICLE XI: GOVERNING LAW/VENUE OF ACTION

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

ARTICLE XIV: AUTHORIZED REPRESENTATIVES

By signature below the parties certify; individuals listed in this document are representatives of the respective parties and are authorized to act in their respective areas for matters related to this agreement.

CITY OF BOULDER CITY

COUNTY  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
KIERNAN MCMANUS  
Mayor

By: \_\_\_\_\_  
MARILYN KIRKPATRICK, CHAIR  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
TAMI MCKAY  
City Clerk

By: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
City of Boulder City

APPROVED AS TO FORM:  
Steven Wolfson, District Attorney

By: \_\_\_\_\_  
BRITTANY LEE WALKER  
City Attorney

By: \_\_\_\_\_  
CATHERINE JORGENSON  
Deputy District Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK**  
**BOULDER CITY**

**A. PROJECT TITLE:** Boulder City Conservation Easement Law Enforcement

**B. PROJECT NUMBER:**

**C. PROJECT OVERVIEW:**

Clark County purchased the Boulder City Conservation Easement (BCCE) in July 1995 from the City of Boulder City as partial mitigation for activities conducted under the Multiple Species Habitat Conservation Plan (MSHCP), of which both COUNTY and AGENCY are Permittees. COUNTY is required to provide peace officer patrol of the BCCE on a regular basis to enforce applicable ordinances, resolutions, orders, regulations, and prohibited uses.

Per this AGREEMENT, AGENCY shall conduct law enforcement activities in the BCCE and enforce the provisions of the BCCE and Boulder City Ordinances. Per this AGREEMENT, AGENCY's primary responsibility is the enforcement of laws and ordinances of the City and any other laws of the State of Nevada, as applicable to the BCCE. To the extent that AGENCY becomes aware of a violation of any other ordinance or law, AGENCY will act on or report the violation to the appropriate law enforcement agency, and will cooperate with other appropriate law enforcement personnel. AGENCY will coordinate its law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, the Bureau of Land Management, and the National Park Service, as appropriate.

**D. PROJECT LOCATION(S):**

The BCCE is comprised of 86,423 acres of real property that lies southeast of Las Vegas, Nevada along US-95 in the Eldorado Valley between the McCullough Range and Eldorado Mountains.

**E. PROJECT GOALS AND OBJECTIVES:**

The project goals are to:

1. Prevent any activity or use of the property that is inconsistent with the purpose of the BCCE agreement document. A copy of the BCCE agreement can be accessed via this link: <https://bit.ly/3yk4jKK>
2. Deter illegal activities, which may degrade sensitive habitat in the BCCE.
3. Deter the incidence of vandalism to resources and structures such as signs and fences within the BCCE.
4. Deter the incidence of prohibited uses that occur within the BCCE.
5. Assist in increasing the effectiveness of conservation actions within the BCCE.

The work conducted in this AGREEMENT will address elements in the Clark County MSHCP as outlined in Appendix 5.

**F. PROJECT METHODS:**

- **Deliverable and Milestones Tasks:** The AGENCY shall complete all defined deliverables and milestones as described in Section I of this Scope of Work.
- **Time and Materials Tasks:** Routine maintenance, major repairs and fuel shall not exceed \$4,200.00 for the term of the agreement. AGENCY shall submit copies of all receipts, bills, statements, and or invoices pertaining to reimbursable expenses such as vehicle maintenance and fuel. For all other vehicles repairs, AGENCY shall submit a request for approval before conducting repairs; the request shall include a detailed description of the incident, date, time, and GPS coordinates for where the damage occurred. The COUNTY will conduct a review of the incident and determine whether payment for repairs is consistent with the terms of this Interlocal agreement. Repairs will not be paid for by COUNTY when it is determined that the damage was incurred as a result of irresponsible driving or if the damage was incurred while conducting work off the BCCE.
- AGENCY shall invoice based on actual patrols preformed and adhere to the maximum monthly patrols as outlined below.
- For this agreement, the starting patrol rate will be \$742.68.

Year Date		#of Patrols
2021	November	12
2021	December	10
2022	January	10
2022	February	10
2022	March	12
2022	April	12
2022	May	12
2022	June	12
2022	July	10
2022	August	10
2022	September	12
2022	October	12

1. AGENCY shall:

- a. Provide a minimum of one Nevada Peace Officer's Standards Training (P.O.S.T) certified category I law enforcement officer, or equivalent, to patrol the BCCE. Multiple officers may be used to achieve the patrol hours required as listed in Appendix 2, however COUNTY shall only pay per the "amount allowed" fees listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. The officer(s) shall be fully trained, capable of driving in a desert environment, and be familiar with desert safety.
- b. If the AGENCY elects to fill this position with part time officer, and upon COUNTY approval, the daily patrol shall be adjusted.
- c. Daily patrol rates will be adjusted annually up to 3 percent based on salary rate increases negotiated for the Boulder City law enforcement contract. Boulder City shall furnish appropriate documentation of annual salary rate increases.
- d. Ensure that an adequate number of qualified law enforcement officers are fully trained and prepared to provide the services outlined in this AGREEMENT, at all times.
- e. Provide the officer(s) with an appropriate uniform identifying the officer(s) as a member of the Boulder City Police Department and service equipment to perform their patrol duties.
- f. Provide a high clearance patrol vehicle that is capable of travelling in the BCCE to perform the work associated with this AGREEMENT. The vehicle shall be clearly identified as a Boulder City Police Department vehicle. The vehicle shall be GPS enabled (with a *Trackstick Pro + GPS Logger* or compatible) with time and location tracking capabilities and the ability to download the information for submittal to COUNTY. The GPS data from the vehicle will be used by COUNTY to track the amount of time spent patrolling the BCCE and to verify the location of patrols. GPS data from the patrol vehicle must be available and auditable at all times (see Appendix 6 for GPS data requirements). In the event that the GPS is inoperable, COUNTY will accept a sworn statement by the patrolling officer(s) as verification of hours patrolled.
- g. Appoint an AGENCY Project Manager.
- h. Ensure that AGENCY personnel assigned to this project cooperate with other appropriate law enforcement personnel and coordinate law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, Nevada Division of Wildlife, the U.S. Bureau of Land Management, and the U.S. National Park Service, as appropriate.
- i. Ensure that any new AGENCY personnel assigned to this project attend informal training on site provided by COUNTY. As part of this training and oversight, COUNTY Project Manager or designee, may ride-along with any law enforcement officer(s) patrolling the BCCE. Any newly assigned law enforcement officer that patrols the easement as part of this project must also attend a ride-along in order to familiarize themselves with the easement prior to patrolling. The time required for a ride-along is included in the minimum 30 hours of law enforcement per week.

2. AGENCY shall employ the following methods:

- Officer(s) shall enforce the provisions of the conservation easement agreement and any applicable laws or ordinances, per standard law enforcement officer protocol.
- Officer(s) shall maintain daily patrol records to include the start and end time of the patrol, if the vehicle was fueled,, number of miles driven, number of public contacts, number of citations issued, number of warnings issued, and specific issues of concern or problems noted in the BCCE. COUNTY will provide an electronic data sheet to AGENCY Project Manager upon AGREEMENT award. The data sheet shall be used to maintain daily patrol information (see Appendix 4).
- COUNTY shall have the option to transition to a web-based platform for the patrol data. The data sheet shall be used in instances where the web-based platform is unavailable.
- Officer(s) shall patrol the roads in the BCCE in accordance with days, routes, and times listed in Appendix 2. The route requirements listed in Appendix 2 are intended to be used as a guideline to ensure appropriate coverage across the BCCE; however, officer(s) do have the discretion to employ alternate route schedules based on current issues and incidents that occur on the BCCE. Officer(s) shall turn on the GPS tracking unit in the vehicle when patrolling begins and turn off the unit when patrolling ends. Patrolling time begins when the officer arrives at the BCCE and patrolling time ends when the law enforcement officer leaves the easement. Time spent handling or assisting other law enforcement officers with criminal matters other than those specified in the BCCE agreement and Boulder City ordinances is not considered BCCE patrol time. Time spent monitoring Boulder City approved special events on or off the easement is not considered BCCE patrol time unless it has been approved in writing by COUNTY, in advance of the event. Officer(s) shall attend meetings, training, and make court appearances, as necessary, and only as related to activity on the easement, and to meet other legal requirements/duties/obligations, and/or AGENCY training requirements. Attendance at such events shall be reflected in the Weekly Submittal of Daily Patrol Reports.
- Officer(s) shall make contact with as many individuals in the BCCE as possible and provide them with information on designated roads, approved/unapproved uses and activities, and answer questions.
- Officer(s) shall advise individuals in the BCCE, and others contacted in the vicinity of the easement, about surrounding areas for legal, approved uses and activities.
- Patrol times are expected to be arranged to coincide with peak activity times, such as early morning, late afternoon, and weekends (see Appendix 2). Unless approved in advance in writing (to include electronic mail) by COUNTY, patrols shall not be regularly scheduled between 9 PM and 5 AM. Any patrols initiated outside of the approved patrol times listed in Appendix 2 shall be discussed with the COUNTY prior to patrols being performed as part of this AGREEMENT.
- Two fully trained officers must be prepared to provide the services outlined in this AGREEMENT, in the event one of the officers is unavailable for any reason.
- Officer(s) may be requested to patrol designated locations at specific times and days, based on occurrences on the BCCE. Officer(s) shall include the patrol hours for these requests in their weekly patrol report. COUNTY shall provide the AGENCY supervisor with a bi-weekly report to identify route concerns, area disturbances, and staffing concerns.
- Officer(s) may be required to utilize other Boulder City Police Department's vehicles due to maintenance down-time, etc. of the primary issued vehicle.

#### **G. STAFFING:**

AGENCY shall provide COUNTY with the names of law enforcement officers prepared and trained to patrol the easement and shall inform COUNTY in writing of any changes in staffing. AGENCY agrees to maintain a minimum of two fully qualified and trained law enforcement officers to meet the requirements outlined in this AGREEMENT.

AGENCY shall backfill the primary designated law enforcement officer with a fully qualified, trained and equipped law enforcement officer to meet the requirements of this AGREEMENT when the primary officer is absent for more than eight consecutive days. In such a case the replacement officer will begin their assignment no later than the ninth day. AGENCY may elect to provide a backfill officer for less time if the AGENCY has adequate qualified staffing and/or a special situation arises that requires an immediate backfill for any time the primary law enforcement officer is absent. During the period of absence without backfill, the AGENCY will respond to all reports of incidents requiring a law enforcement presence in the BCCE with law enforcement officers trained and equipped to adequately handle the incident. In such a case this time will not be considered "Patrol time" under this AGREEMENT and therefore shall not be invoiced.

AGENCY shall reserve the right to suspend staffing as agreed to under this AGREEMENT if there exists an unanticipated emergency or significant staffing shortage that would compromise the AGENCY'S ability to meet its primary obligations as a law enforcement agency. If such an unlikely circumstance arises the AGENCY shall notify the COUNTY with the complete details of the circumstances and the projected suspension duration.

AGENCY agrees that "training" included as reimbursable time shall be limited to training courses, and proficiency examinations required to maintain state POST Category I Peace Officer certifications and related requirements as well as those required by the City and/or AGENCY for all employees employed as Police Officers as well as those required by the COUNTY relative to working in the BCCE.

#### **H. PERMITS & REQUIREMENTS:**

No permit are required under this AGREEMENT.

#### **I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:**

AGENCY shall complete all deliverables and meet all milestones per the schedule listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. A milestone is a reference point marking a major event in the project and will be used to monitor the project's progress. A deliverable is a tangible and measurable result, outcome, or item that must be produced to complete a project or a part of a project.

##### **Description of Deliverables and Milestones**

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. AGENCY's Project Manager shall attend.
3. Nevada P.O.S.T. Certification. Proof of current Nevada P.O.S.T. CAT I certification must be submitted to COUNTY when requested or when there is a change in officer assigned to the easement.
4. Daily Patrol Report. Daily reports shall be submitted via email on a weekly basis until COUNTY makes available a web based reporting application at which time reporting shall be on a daily basis.
5. Vehicle GPS/GIS Data Report. GPS data from the patrol vehicle shall be submitted electronically to COUNTY on Tuesday of each week.
6. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30<sup>th</sup> of each odd-numbered year and/or at the end of the project. The report format is provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Biennium Summary Format." A .pdf version of this report is not required.

COUNTY reserves the right to edit these reports for grammar and accuracy for publication in the Biennium Progress Report.

7. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Final Project Review Summary Format".
8. Additional Patrols, if Requested. AGENCY shall provide up to four additional patrol days to be used over the term of the Contract if agreed upon by COUNTY.

#### **J. DOCUMENT SUBMITTAL:**

All deliverables must be submitted via email to: [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov) unless otherwise specified in Section I, Project Schedule, Milestones and Deliverables.

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, AGENCY shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall complete the 'Contractor/Agency section' of the DTF. The form may be found at: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Deliverable Transmittal Form".

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per disk and ensure that each disk is labeled with the project title and project number listed in this Scope of Work.

Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Deliverable Monitor, Desert Conservation Program  
Clark County Department of Environment and Sustainability  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

Within thirty (30) calendar days of receipt of a deliverable, COUNTY's representative will approve or reject the deliverable and notify AGENCY in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify AGENCY in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement. AGENCY shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon AGENCY'S request and justification, COUNTY may grant AGENCY more time for corrections. Invoice payment will be withheld pending deliverable approval.

#### **K. INVOICING SCHEDULE AND REQUIREMENTS:**

All invoices must be submitted according to the procedures outlined in Article IV of the AGREEMENT. This section provides further clarification on invoicing allowances:

AGENCY shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

It is the responsibility of AGENCY to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. AGENCY shall cite the deliverable and/or milestone number being invoiced.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:  
<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

Invoices shall be submitted via email to [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov), or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

PLEASE DO **NOT** SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

**APPENDIX 1**  
**Milestone/Deliverable/Invoicing Schedule Table**  
**YEARS 1 & 2**

<b>Date Due</b>	<b>Deliverable / Milestone #</b>	<b>Deliverable / Milestone Title</b>	<b>Amount Allowed</b>
December 1, 2021	M01	Contract Award and Mobilization	NO FEE ALLOWED
December 6, 2021	M02	Project Kickoff	\$0.00
June 11, 2022	D01	Final Biennium Progress Summary Report	\$0.00
November 27, 2022	D02	Final Project Review Summary Form & Project Claim Release	\$0.00
November 30, 2022	N/A	Project Ends*	NO FEE ALLOWED
Additional patrol days to be used over the term of the Contract if agreed upon by COUNTY and per the rate specified in Section F			\$3,056.00
Patrol days will be billed on a daily basis per the rate specified in Section F– NOT TO EXCEED AMOUNT			\$101,568.88
Vehicle maintenance, fuel and major repair cost – NOT TO EXCEED AMOUNT			\$5,000.00
GRAND TOTAL NOT TO EXCEED AMOUNT:			\$109,624.88

**Appendix 2**  
**Annual Patrol Plan**  
**Boulder City Conservation Easement Law Enforcement**

**OVERVIEW**

The Boulder City Conservation Easement (BCCE) is a desert and desert hills area of about 140 sq. miles lying due south of Boulder City and on both the east and west sides of US 95 Highway. The elevations range from a low of 1,725 feet at the edge of the Eldorado Dry Lake Bed and up to 3,100 feet in the foothills of the Nelson Hills. There are two paved highways bisecting parts of the easement; US 95 from mile post (mp) 53 to mp 35.5 and State Route (SR) 165 from mp "O" to mp 4 .7. There are about 95 miles of "Designated Route" un-paved gravel roads.

**East of US 95**

The section of the BCCE that is east of US 95 gets the most use, and approximately 2/3 of patrol time should be spent observing or patrolling in this area. The new I-11 freeway has restricted access to the BCCE from Boulder City. Buchanan Avenue is the only way to access the area from the north. Also, new kiosks at major entry points are helping educate the public on the acceptable usage of the easement.

**West of US 95**

The section of the BCCE west of US 95 is generally heavily populated by the cholla cacti. There is limited access to the western section due to the solar projects in and around the easement. The amount of attempted illegal use by the public has been lower in the past. About 1/3 of the time should be used to observe and patrol the BCCE area west of US 95.

**OBSERVATION POINTS**

About 90% of the BCCE area can be observed with binoculars from two elevated vantage points. A power tower hill at mp 3.7/SR 165 can be used for observing the area directly south of the original Boulder City Town site. A water-diversion levee at the intersection of the Keyhole Canyon Road/US 95 can be used to observe the area generally lying to the west of US 95 and south of the power substations and power plants. During the patrol day, considerable time can be spent on the power tower hill at mp 3 .7/SR 165 watching for movement, sun glint, color and dust from moving vehicles, in order to observe BCCE users and then attempt to make contact with them.

The remaining areas not seen from those two points are monitored by patrol routes on the appropriate roads.

**Appendix 2**  
**Annual Patrol Plan**  
**Boulder City Conservation Easement Law Enforcement**

**PATROL ROUTES**

“C”: East Powerline road from mp 3.7/SR 165 south to the former S.N.O.R.E. race pit area. It continues at the north border east of US95 and goes south to the border of the BCCE.

“D”: East Powerline road graded gravel from mp 3.7/SR 165 north to the north boundary line.

“E”: Las Vegas/Nelson gravel road from mp 52/US 95 southeast to mp 3.7/SR 165.

“F”: Yucca Camp two-track from Las Vegas/Nelson about 1 mile east of US 95 eastward to east boundary line.

“G”: In NE section two-track road from mp 1.7/SR 165 northeast to the south side of the Mead Substation at Boulder City. In SE section from north border to intersection with Route S.

“H”: Mistletoe Canyon two-track road from Route F south to the southern boundary of the BCCE.

“I”: West Powerline Road graded road southwest from the border in the NE section to the southern border in the SW section.

“J”: In the NE section close to the NW corner running NE from US95 to the north border.

“K”: Gas line road graded south from the Eldorado Dry Lake Bed at the north border to the south border in the SW section.

“L”: Powerline road graded gravel in the SW section south from the north border to the south border.

“M”: In the NE section at the intersection with Route F, east to the border with Lake Mead National Recreation Area.

“N”: In the NE section at the intersection with Route F, east to the border with Lake Mead National Recreation Area.

“O”: In the NE section East from US95 to the intersection with Route G. The route goes around “Bump”.

“P”: In the SW section south from the north border to the intersection with Eldorado Valley Dr.

“R”: Power Line ROW road in the SW section used by hunters to get to the guzzler west of the BCCE.

“S”: In the SE section east from US95 to the border with BLM land. The road has multiple ‘S’ curves.

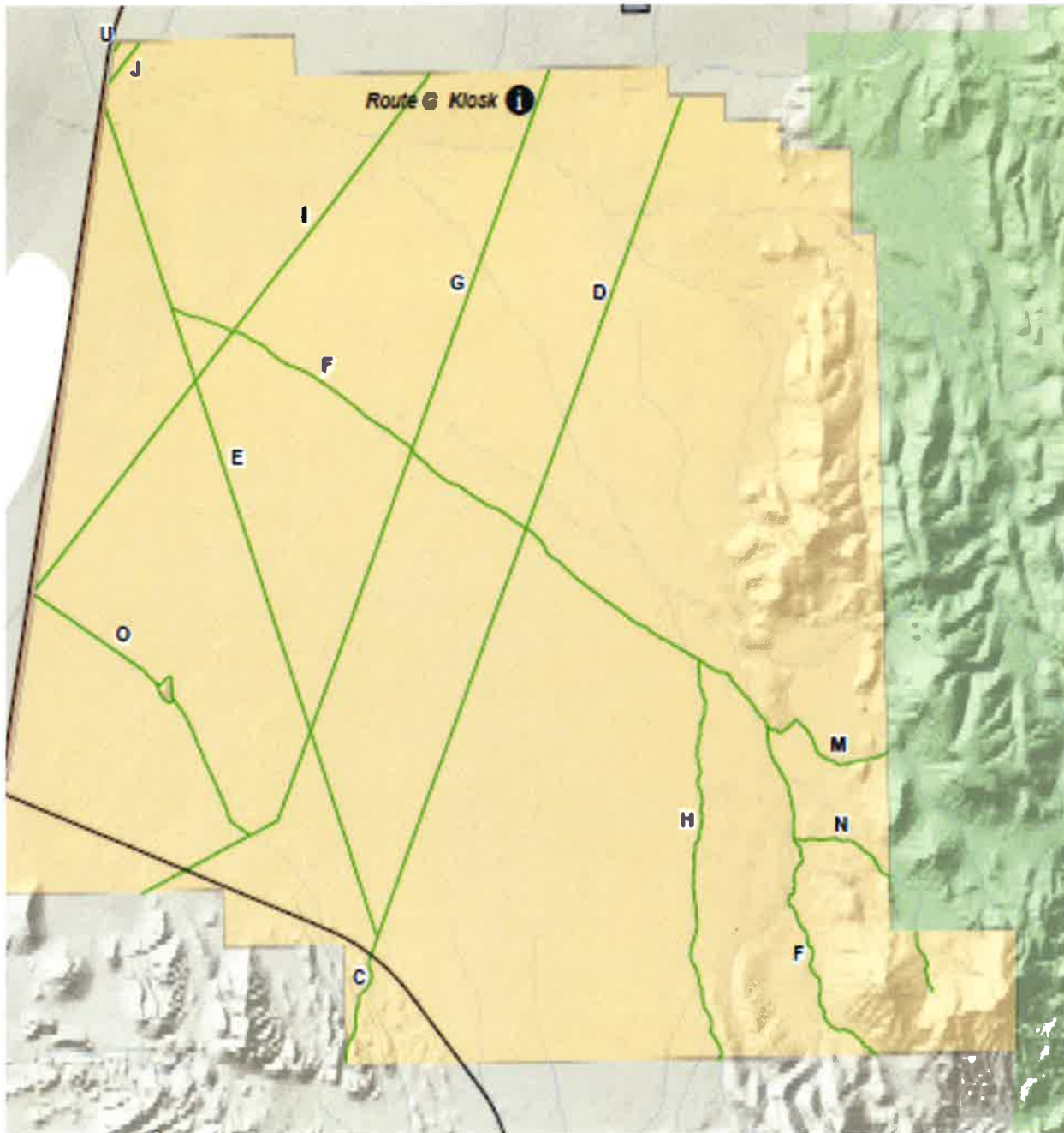
“T”: In the SE section east from US95 to the border with BLM land.

“U”: In the NE section close to the NW corner running NE from US95 to the north border. This is a ROW road.

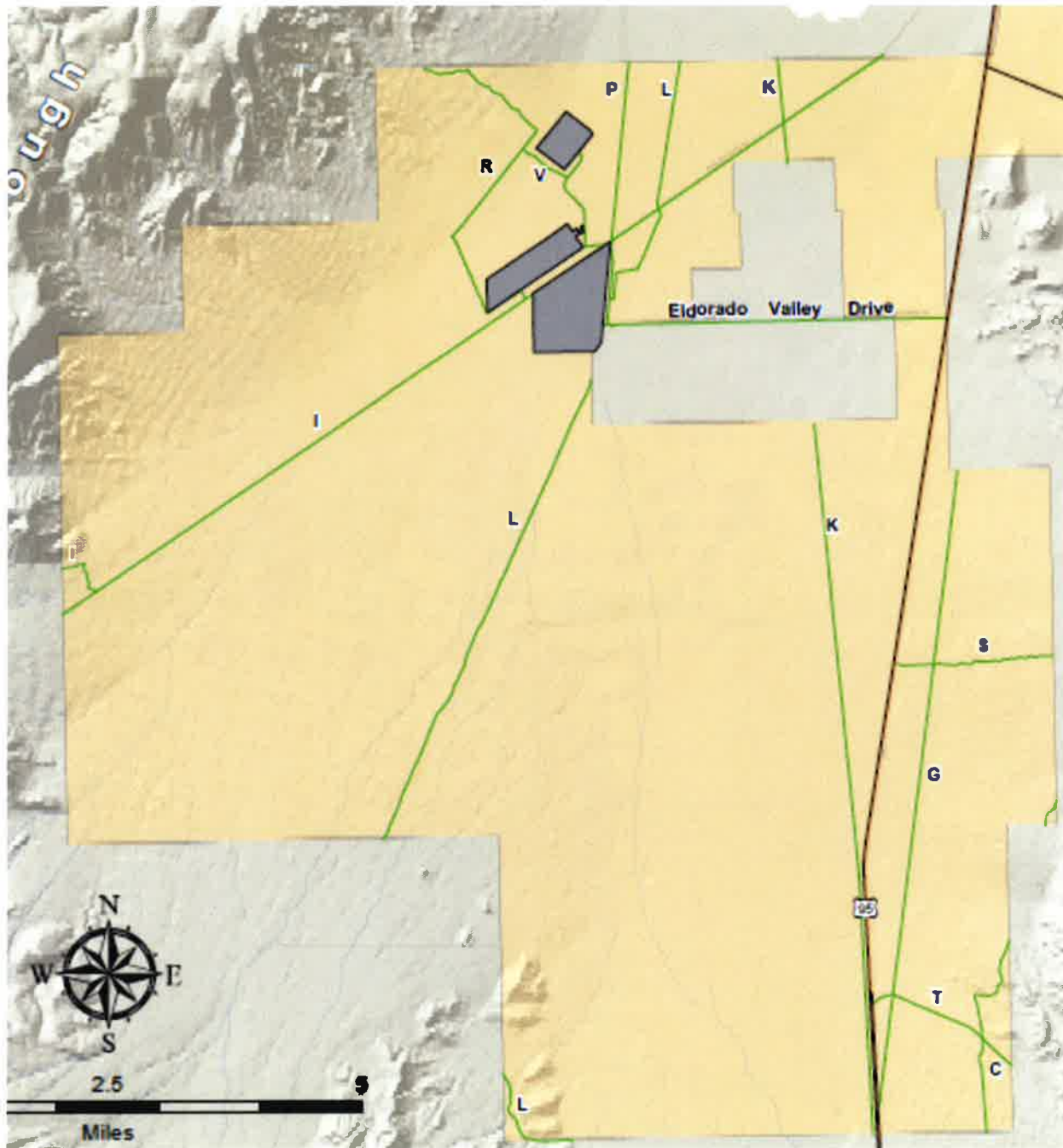
“V”: A new route in the SW section running west from Eldorado Valley Dr. to Route R.



Appendix 2  
Annual Patrol Plan  
Boulder City Conservation Easement Law Enforcement Routes



Appendix 2  
Annual Patrol Plan  
Boulder City Conservation Easement Law Enforcement Routes



**Appendix 2**  
**Annual Patrol Plan**  
**Boulder City Conservation Easement Law Enforcement**

**Route Requirements\***  
**ROUTES\***

Day	1 X Day	2 X Week	1 X Week	1 X Month
Monday – Sunday	C,D & L	E,F,G,K & O	I,S & T	H,M,N,P,R,U & V

**PATROL TIMES\***

Day	Earliest Start Time	Latest End Time
Monday - Sunday	5:00 am	9:00 pm

\* Unless otherwise requested to patrol different routes and times as indicated in Section F. 2. h

**Appendix 3**  
**Sample Reports**  
**Boulder City Conservation Easement Law Enforcement**

Agency/Organization: Boulder City Police Department  
Project Name: BCCE Law Enforcement  
Project Number: 2017-BC-1710A  
Reporting Period: Month, 2017  
Project Contact Name and Information: Commander Brent Speyer, 702-293-9224

OFF ROAD Issues & Comments: Describe the frequency, days of the week, time of day and approximate location on the BCCE of off road violations. Detail any incidents that resulted in a warning or citation. Make suggestions on measures that might lesson these violations.

RACE CLUB Issues & Comments: Describe violations (flagging, road plowing, etc.) that occur in preparing for a race or during sanctioned events on the BCCE.

DUMPING & VANDALIZISM Issues & Comments: Describe the location and type of dumping or vandalism that occurred on the BCCE this month.

DESERT TORTOISE Activities: Describe any sightings of Desert Tortoises on the BCCE. Give the location of the observation. (If a Desert Tortoise has been killed notify the Project Manager for this contract immediately).

RIGHT-OF-WAY GRANTEES Activities: Identify the organization (power company, etc.) doing work on the BCCE. Describe the work being performed and the location on the BCCE.

WASTEWATER TREATMENT PLANT Runoff: If any surface water from the Wastewater Treatment Plant reaches the easement, give the date and time of the occurrence, and location of the surface water.

OTHER Issues & Comments: Describe any illegal activities on the BCCE not already mentioned above. Make suggestion on methods to improve the protection of the BCCE.

**STATISTICS for the Month**

Hours per Month patrolled: \_\_\_\_\_  
Total Miles Driven: \_\_\_\_\_  
Number of Contacts with Public: \_\_\_\_\_  
Number of Warnings Issued: \_\_\_\_\_  
Number of Citations Issued: \_\_\_\_\_  
Number of Brochures & Maps Given: \_\_\_\_\_

Appendix 4  
Daily Patrol Report  
Boulder City Conservation Easement Law Enforcement

<b>Daily Patrol Report: 05/25/2021</b>	
Vehicle Fueled	
<b>PATROL 1</b>	
Officer	
Start Time	
End Time	
Miles Driven	
Routes	
Contacts:	
Materials Given	
Warnings Given	
Citations Given:	
Trash/Dumpsites	
Areas of Concerns/Issues	
<b>PATROL 2</b>	
Officer	
Start Time	
End Time	
Miles Driven	
Routes	
Contacts:	
Materials Given	
Warnings Given	
Citations Given:	
Trash/Dumpsites	
Areas of Concerns/Issues	

Total Miles	0
Total Patrols	0
Total Materials	0
Total Warnings	0
Total Citations	0
Trash/Dumpsites	0
Total Contacts	0

## **Appendix 5 MSHCP Elements**

Additional goals for the completion of work in this project include addressing the following MSHCP elements. Items below refer to MSHCP-specific conservation actions, locations, species and ecosystems referenced in the MSHCP documents, found on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

Completion of project # 2017-BC-1710A will address MSHCP conservation action number MSHCP (19) – MSHCP Section 10 Permit condition letter P which states:

“Boulder City Conservation Easement. The Permittees shall ensure that any future development or use of the 86,500-acre conservation easement be consistent with the goals outlined in the DCP which are to protect and manage the desert tortoise and its habitat. Furthermore, the Permittees shall take measures necessary to ensure maintenance in perpetuity, of connectivity for desert tortoise and other Covered Species, within the Boulder City Conservation Easement, including an adequate North-South corridor for the desert tortoise, as determined through the AMP.”

Completion of the law enforcement activities in this project will also address MSHCP Ecosystems (Mojave Desert Scrub and Salt Desert Scrub) and MSHCP Species (desert tortoise, glossy snake, banded gecko, sidewinder, speckled rattlesnake, Mojave green rattlesnake, Great Basin collared lizard, desert iguana, large-spotted leopard lizard, California (common) king snake, western leaf-nosed snake, western long-nosed snake, and Sonoran lyre snake) by addressing MSHCP threats numbers (201, 401, 403, 404, 406, 411, 501, 503, 1001, 1202, 1602, 1701, 1702, and 1703.

## Appendix 6

### GPS Data Requirements

- “Trackstick Pro + GPS Logger” or compatible
- Storage: 16Mb of flash memory records months of travel histories
- Connection: USB 2.0
- Power: Runs on 5 to 24 volts DC with less than 6mA during normal operation
- Accessories: Cigarette lighter plug, detachable cradle
- Receiving signal: L1 (1575.42MHZ) C/A Code
- Positioning: SPS autonomous
- Hot start: 9 seconds (max)
- Warm start: 37 seconds (max)
- Cold start: 52 seconds (max)
- Horizontal accuracy: 2.5 meters
- Requires Windows (32 or 64-bit) 7, XP, or Vista compatible computer with USB1.1/2.0 port

## **R7341 - Special Event Promotion Grant - Boulder City Chautauqua**

### **SUBJECT:**

For possible action: Resolution No. 7341, a resolution of the City Council of Boulder City, Nevada approving a Special Event Promotion Grant in the amount of \$687.50 for the Boulder City Chautauqua Great American Humorists event

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 4 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No 7341	Resolution Letter
<input type="checkbox"/> Special Event Promotion Grant Guidelines	Backup Material
<input type="checkbox"/> Application and Backup Documentation	Backup Material





# City Council Meeting September 28, 2021 Item No. 4

BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ.

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

## Staff Report

TO: Taylour Tedder, City Manager

FROM: Raffi Festekjian, Economic Development Coordinator

DATE: September 20, 2021

SUBJECT: For Possible Action: Resolution No. 7341, a resolution of the City Council of Boulder City, Nevada approving a Special Event Promotion Grant in the amount of \$687.50 for the Boulder City Chautauqua Great American Humorists event

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7341.

### Overview:

- The City Council approved FY22 Budget provides \$34,000 for the Special Events Promotion Grant.
- This is the second application for this fiscal year.
- Boulder City Chautauqua is seeking \$687.50 for promotion of their Great American Humorists event on October 22-23, 2021

Background Information: For several years the City Council, through the Redevelopment Agency of Boulder City (RDA) provided special event promotion grants to help support local community events that bring people to the community and offer entertainment opportunities for residents. Applicants were reimbursed 50% of advertising expenses not to exceed \$5,000.

Financial: With the FY19 budget, this grant program was moved to the general fund (community grants). The FY22 budget provides a total of \$34,000 for the Special Events Promotion Grant. On July 10, 2018,

the City Council adopted guidelines for what type of organizations and events would be eligible for these funds. Similar to the prior RDA program, grants are limited to reimbursement of 50% of special event promotional costs and total reimbursement cannot exceed \$5,000.

Boulder City Chautauqua is seeking \$687.50 for reimbursement of eligible promotional expenses (application attached) for the Great American Humorists event. If approved, \$28,312.50 will remain in the fund for FY22.

It is staff's recommendation that the event and the proposed expenditures are in line with the City Council approved guidelines for this grant program.

Boulder City Strategic Plan Goal: Complies with Goal C: Manage Growth and Development.

Department Recommendation: The Community Development Department respectfully requests that the City Council consider Resolution No. 7341.

Attachment:

1. Resolution No. 7341
2. Special Event Promotion Grant Guidelines
3. Boulder City Chautauqua Great American Humorists Event Application

## **RESOLUTION NO. 7341**

A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING A SPECIAL EVENT PROMOTION GRANT IN THE AMOUNT OF \$687.50, FOR THE BOULDER CITY CHAUTAUQUA GREAT AMERICAN HUMORISTS EVENT

### **Boulder City Chautauqua (Great American Humorists) 2021-2022 Special Event Promotion**

WHEREAS, The City Council approved as part of the FY22 Budget, \$34,000 to be used for Special Event Promotion Grants; and

WHEREAS, The City Council on July 10, 2018 approved guidelines for the new Special Event Promotion Grant; and

WHEREAS, Eligible applicants for the Special Event Promotion Grant program must be non-profit groups registered with the IRS as a non-profit entity; and

WHEREAS, The Boulder City Chautauqua has applied for the Special Event Promotion Grant funds in the amount of \$687.50, to help offset the advertising/marketing expenses related to the 2021 Great American Humorists event; and

WHEREAS, The requested funding is 50% of total proposed advertising/marketing expenses for the 2021 Great American Humorists event.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds and determines that the proposed project is consistent with the Special Event Promotion Grant Guidelines approved on July 10, 2018.

BE IT FURTHER RESOLVED that the City Council hereby approves the disbursement of Special Event Promotional Grant funds of a sum not to exceed Six-Hundred Eight Seven Dollars and Fifty Cents (\$687.50) or Fifty Percent (50%) of eligible expenses, whichever is less and authorizes appropriate City staff to allocate and expend these funds.

DATED and APPROVED this 28<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

ATTEST:

---

Tami McKay, City Clerk



## **SPECIAL EVENT PROMOTION GRANT PROGRAM GUIDELINES FISCAL YEAR 2021-2022 (July 1, 2021 to June 30, 2022)**

### **Purpose:**

The City of Boulder City recognizes the social and economic benefits from local special events. They can provide cultural enrichment, promote economic vitality, and enhance community identity. Special events may also provide funding opportunities for service organizations.

A Special Event Promotion Grant ("SEPG") Program, funded annually through the City's budget process, provides equal opportunity for all interested event organizers, and a reporting process that demonstrates transparency and accountability for public funds.

### **Overview:**

The City's SEPG program provides financial support to two categories of City of Boulder City-based special events:

- **Community & Charitable:** Serve or benefit locally-based organizations and causes, and call attention to, promote and/or provide recreational, cultural, social benefits to Boulder City residents.
- **Signature Events:** Large-scale events, based in the City of Boulder City, that call attention to and promote the City regionally, attract visitors as well as residents, and provide measurable economic benefits to the City of Boulder City.

### **I. SPECIAL EVENT SUPPORT:**

- Grants will be available to reimburse 50% of eligible expenses (*defined below*) and not to exceed \$5,000.
- The following are eligible expenses for reimbursement:
  - Television advertising
  - Radio advertising
  - Newspaper, magazine (print) advertising
  - Marketing materials including posters, flyer, mail inserts
  - Promotional materials (e.g. t-shirts, key chains)
  - Graphic design and production costs
  - Internet advertising
  - Social media advertising

## **II. ELIGIBILITY CRITERIA:**

**To be eligible to receive City of Boulder City support, applicants must demonstrate that:**

- All events take place within the City of Boulder City.
- The event is scheduled to take place between the Fiscal Year granting period (July 1, 2021 through June 30, 2022) and the exact date(s), time(s) and location within the City have been determined.
- The event is not financially dependent upon receiving City of Boulder City support.
- The event is sponsored, hosted and organized by a Boulder City based non-profit organization, or a community or neighborhood organization.
- The event is accessible to the community/public, but need not be free of charge.

**The City of Boulder City will not provide support to:**

- Individuals.
- Events that benefit for-profit enterprises.
- Events that serve a political purpose or are sponsored by political organizations.
- Event organizers and organizations that have not fulfilled previous City sponsorship or special event obligations or have an outstanding debt to the City of Boulder City.
- Invitation-only events that are not open to the general public.
- Eligible expenditures paid for prior to the City approving the grant.

## **III. EVALUATION CRITERIA:**

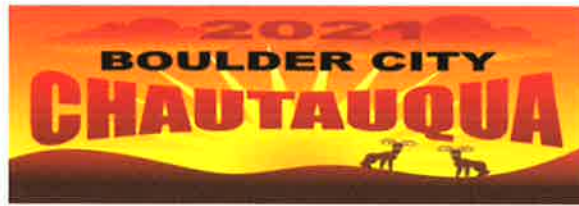
**After qualification, applications will be reviewed and evaluated based on the following criteria which is a non-exclusive list:**

- Applications are 100% complete.
- The event directly or indirectly benefits the City of Boulder City community by supporting its schools, cause-related or non-profit organizations; offering educational, cultural or arts experiences; or providing recreational or social activities.
- The event benefits a Boulder City-based non-profit organization or City of Boulder City community or neighborhood association/organization.
- The event serves, involves, calls attention to and promotes the City of Boulder City, its residents, non-profits, schools and/or organizations.
- The event enhances the quality of life within the City of Boulder City with cultural, social, recreational or educational activities of interest to the community.
- Applicants provide a complete copy of the event budget with explanation of income and expenses.

- The event attracts visitors to the City of Boulder City. For applicants applying for consecutive years, the organization demonstrates visitor growth.
- The event calls attention to and promotes the City of Boulder City as a highly desirable place to live, visit, work, play and do business.
- If the applicant has received funding from the City in a prior year, they are able to demonstrate the event marketing expenditures have been increased by the utilization of additional advertising mediums.

#### IV. **OTHER REQUIREMENTS:**

- Successful applicants will be expected to follow the City's separate Special Event Permit process and submit all necessary forms, insurance and fees as required. Applications that do not meet the requirements and are not submitted within the specified deadlines risk forfeiting their City Special Event Promotion support.
- Event organizers who are funded will be required to submit a post-event summary report providing receipts and proof of payment for reimbursement.
- Submit necessary reimbursement documents prior to fiscal year-end (June 30, 2022)



September 5, 2021

Community Development Department  
Mr. Raffi Festekjian  
Economic Development Coordinator  
401 California Avenue  
Boulder City, NV 89005

Dear Mr. Raffi Festekjian:

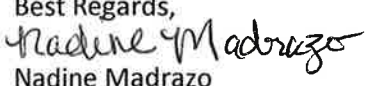
Boulder City's Chautauqua Program began in 1993 and over the years has worked closely with the Nevada Humanities offices in Reno and Las Vegas to bring this cultural event that brings history to life. Except for last year, this event has been held continuously for more than 25 years. Unfortunately, the Chautauqua program events have been diminishing across the country, including our Reno Chautauqua group leaving Boulder City with the only active group in Nevada.

Chautauqua events begin with live music by local talent, followed by scholars who have researched a historic person that they portray. The scholars present a 20-minute monologue in character, then take questions from the audience through the eyes of the character, and finally take questions as the scholar. This follows the 20/20/20 guideline that most Chautauqua events use around the country. This format not only brings an entertainment opportunity to Boulder City, but also an educational and historical aspect. Two of our characters, Mark Twain and Will Rogers have spent time in Nevada and the scholars will incorporate this in their performance promoting Nevada's history and heritage. The question-and-answer portion will engage the audience and create a sense of community through conversation and encourage civic engagement.

It has been established that the primary demographic of our guests is of the older population and make up 50% of our return patrons. We have developed a current 20+ year-old mailing list that invites 400 of our current guests to the Chautauqua event. This mailing list is not only Boulder City Residents but also Henderson and Las Vegas guests. We previously marketed to, and plan to reach out to our local Boulder City Rotaries, Veteran's, Political Groups, Senior Centers and Chamber of Commerce. This year we are proposing to widen the marketing scope and encompass the city of Henderson and Las Vegas by working through their Chamber of Commerce and similar city organizations. Additionally, our plan is to target 6-12 youth by approaching and encouraging their Humanities, History and other teachers to promote attendance for possible classroom extra credit.

We know the success of our event will come down to advertising. Guests will not come if they don't know what Chautauqua is. We plan to advertise in the Boulder City Review, Boulder City Magazine and on the BC Chamber of Commerce Welcome Board. This year we want to add spots on KNPR (NV Public Radio) to reach the Henderson and Las Vegas Markets. Our experience shows us, if we can get them in a seat then they will return next year to see the magic of "History Comes Alive".

Thank you for considering our application for the Special Event Promotion Grant. Any questions please contact Nadine Madrazo at [nadine@madrazo.us](mailto:nadine@madrazo.us) or call 760-877-0425.

Best Regards,  
  
Nadine Madrazo  
VP (Assistant Project Director)  
2021 Boulder City Chautauqua



**SPECIAL EVENT PROMOTION  
GRANT APPLICATION  
FISCAL YEAR 2021-2022**  
*(July 1, 2021 to June 30, 2022)*

**Instructions:** Please review the Special Event Grant Guidelines and complete this form and submit to the Community Development Department with the required documents noted below. Please contact Raffi Festekjian, Economic Development Coordinator at rfestekjian@bcnv.org with any questions.

**ORGANIZATION INFORMATION:**

Name Boulder City Chautauqua  
Mailing Address PO Box 61994  
Non-Profit Tax ID Number 45-4928670  
Website BCCHAUTAUQUA.ORG

**CONTACT INFORMATION:**

Name Nadine Madrazo  
Email nadine.madrazo@gmail.com  
Phone Number 760-877-0425

**SPECIAL EVENT INFORMATION:**

Name 2021 Boulder City Chautauqua  
Dates October 22-23, 2021 Hours 10/22/21-6pm 10/2/213-1pm & 6pm  
Location Boulder Creek Pavilion  
First Year Application? yes Anticipated Attendance 650 guests over 3 shows  
Grant Amount Requested \$ 687.50  
Event Description Our event is a performing arts event that uses entertainment to bring history alive. Four history scholars will each perform a sixty-minute historical portrayal of a famous charactor. The Great American Humorists portrayed will be Julia Child, Will Rogers, Erma Bombeck and Mark Twain.



**ZISCHKE, WALKER & HILL TAX PREPARATION LTD**

JENNIFER ZISCHKE

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08-30-2021

To Whom it May Concern –

This letter is intended to confirm my representation and preparation of tax services for Boulder City Chautauqua, EIN 45-4928670. My firm prepares their annual 990 tax filings and has done so for the past seven years pro bono.

If Boulder City Chautauqua was not a 501c3, the annual fee for our tax preparation services would be \$550.

Please contact me at the number listed below with any questions.

Respectfully,



Jennifer Zischke

501 A & 509 HOTEL PLAZA, BOULDER CITY, NV 89005  
702-294-1113 OFFICE 702-906-1655 FAX JENNZISCHKE@GMAIL.COM

SECRETARY OF STATE FEIN# 45-4928670



## CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **BOULDER CITY CHAUTAUQUA**, did on May 27, 2011, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 31, 2011.

  
ROSS MILLER  
Secretary of State

Certified By: GJ Jallot  
Certificate Number: C20110527-3115  
You may verify this certificate  
online at <http://www.nvsaos.gov/>

**2021 Boulder City Chautauqua  
Proposed Advertising Budget/Vendors**

**Proposed Advertising Budget=\$1375**

- Boulder City Review-\$750 (2.5 Page @ \$375 each)
- Boulder City Magazine-\$225
- KNPR Day Sponsorships-\$400 (Underwriting Spots) (\$300 In-Kind)

## 2021 Chautauqua Budget

N o t e s	Project Expenses	Expense Detail	Grant Request	Cash	In-Kind	Total
1	Permanent Personnel (salary and benefits)		\$	\$	\$	\$0
2	Contracted Services	Bookkeeping	\$	\$	\$550.00	\$550.00
3	Honoraria and Artistic Fees		\$5,000.00	\$400.00	\$	\$5400.00
4	Travel, Per Diem, and Lodging		\$2,500.00	\$1025.00	\$	\$3525.00
5	Promotion/Marketing		\$	\$1375.00	\$500.00	\$1875.00
6	Technical Services	Website	\$	\$100.00		\$100.00
7	Facilities	Boulder Creek Pavilion	\$	\$5000.00	\$	\$5000.00
8	Supplies		\$	\$1800.00	\$275.00	\$2075.00
9	Other Costs (describe in notes section)	Volunteers			\$6,000	\$6,000
			Total Grant Request =  <b>\$7500.00</b>	Total Cash Cost Share + Total In-Kind Cost Share = Total Cost Share <b>\$9700 + \$7325. = \$17025.00</b>		Project Total =  <b>\$24,525.0</b>

## Sources of Project Income

Source of Income	Amount \$	Anticipated (A) or Confirmed (C)?
<b>Ticket Sales (650 Guest Attendance)</b>	<b>\$9750</b>	Anticipated
<b>Meet &amp; Greet Reception</b>	<b>\$1000</b>	Anticipated
<b>Contributions</b>	<b>\$500</b>	Anticipated
<b>NEVADA Humanities Grant</b>	<b>\$3800</b>	Anticipated
<b>Boulder City Special Event Promotion Grant- (50%)</b>	<b>\$1375 (\$687.50)</b>	Anticipated
<b>TOTAL</b>	<b>\$15,737.50</b>	Anticipated

## 2022 Boulder City Chautauqua Project Grant

### ADDITIONAL BUDGET NOTES:

1. No one on this project takes a salary.
2. Bookkeeping and Tax Preparation services are provided pro bono (see attached) (\$550 In-Kind).
3. 4 Chautauqua Scholars @ \$1,250/each = \$5,000  
4 Pre-Show Entertainers @ \$100/each = \$400
4. Travel and Lodging - \$3525  
Airfares @ ~\$500/each = \$2,000  
4 Hotel Rooms\* @ 3 nights = 12 nights @ \$84/night = \$1,125  
4 Per Diems @ \$100/each = \$400
5. Promotion/ Marketing-\$1375 (\$500 In-Kind)
  - Boulder City Review-\$750 (2.5 Page @ \$375 each)
  - Boulder City Magazine-\$225
  - KNPR Day Sponsorships-\$400-(Underwriting Spots) (\$300 In-Kind)
6. Go Daddy Domain hosting for website -\$100
7. Boulder Creek Pavilion Rental, Lighting, Sound, Chair Rental and Stage-\$5,000
8. Printing, mailing, supplies-\$1,800 (\$275 In-Kind)
9. Volunteer Hours (\$6,000 In Kind)
  - 10 1-hour meetings x 8 team members = 80 hours
  - 80 hours x \$25/hr = \$2,000
  - 10 hours per team member for activities
  - 80 hours x \$25/hr = \$2,000
  - 80 hours for Project Director Administrative Duties
  - 80 hours x \$25/hr = \$2,000

## **R7342 ADA FY22 Funding Agmt.**

### **SUBJECT:**

For possible action: Resolution No. 7342, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$200,000.00 for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item 5 Staff Report	Cover Memo
Resolution No. 7342	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 21-1947	Cover Memo



# City Council Meeting September 28, 2021 Item No. 5

BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN MCMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTRELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTRELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

TO: Taylour Tedder, City Manager  
FROM: Keegan Littrell, P.E., Public Works Director  
DATE: September 28, 2021

SUBJECT: For possible action: Resolution No. 7342, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$200,000.00 for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7342, approving Agreement No. 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$200,000.00 for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget.

## Overview:

- The RTC provided funding for third annual ADA Upgrades Program through their FY22 Capital Improvement Plan.
- This project will include ADA upgrades and improvements to various streets within Boulder City.
- The ADA Upgrades Program helps maintain and improve transportation system infrastructure.

## Staff Report

Background Information: Through the Regional Transportation Commission's (RTC) FY22 Capital Improvement Plan, the City has been allocated funding to conduct the third annual ADA Upgrades program. This program will consist of the design, construction, and maintenance to upgrade citywide pedestrian facilities to the current ADA standards. The improvements will include pavement, curb, gutter, sidewalk, ramps, traffic signal modifications, and any other appurtenances necessary to complete the functional project.

Per the terms of the agreements, the City is responsible for the design, inspection, construction, or contract administration of this project utilizing either City staff or consultants contracted by the City. The RTC is providing funding for this project from their Highway Improvement Acquisition Fund. The City will be responsible for maintaining the facilities to protect the improvements at its cost. The project is to be completed to the satisfaction of the RTC prior to the applicable completion date of December 31, 2026. If it becomes necessary to request an increase in provided funding, a written request shall be made to the RTC and a supplement to the agreement may then be executed.

Financial:

Funding Source	
Regional Transportation Commission of Southern Nevada	\$200,000.00
Expenditures	
ADA Upgrades Program 2021-22	\$200,000.00

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. Public Works Department, in partnership with the RTC, ensures compliance with this goal with the ADA Upgrades Program 2021-22.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7342, approving Agreement No. 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$200,000.00 for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget.

Attachment:

Resolution No. 7342  
Agreement Information Form  
Agreement No. 21-1947



## **RESOLUTION NO. 7342**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1947 (INTERLOCAL CONTRACT 1310) BETWEEN THE CITY OF BOULDER CITY AND THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA TO PROVIDE PROJECT FUNDING IN THE AMOUNT OF \$200,000.00 FOR THE THIRD ANNUAL ADA UPGRADES PROGRAM 2021-22, B.C. PROJECT NO. 21-1139-STR, AND AMENDING BOTH THE FUNDING AND EXPENDITURES OF THE FISCAL YEAR 2021-2022 CAPITAL BUDGET**

**WHEREAS**, Agreement No. 21-1947 (Interlocal Contract 1310) with the Regional Transportation Commission of Southern Nevada (RTC) will provide funding for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR; and

**WHEREAS**, this agreement was approved by the RTC on September 9, 2021; and

**WHEREAS**, the third annual ADA Upgrades Program 2021-22 project will consist of the design, construction, and maintenance to upgrade citywide pedestrian facilities to the current ADA standards and work shall include pavement, curb, gutter, sidewalk, ramps, traffic signal modifications, and any other appurtenances necessary to complete the functional project; and

**WHEREAS**, utilizing an outside funding source for annual roadway maintenance provides the City with a cost-effective way to maintain and improve transportation system infrastructure; and

**WHEREAS**, funding for this project will come from the RTC's Highway Improvement Acquisition Funds.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No 21-1947 (Interlocal Contract 1310) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding for the third annual ADA Upgrades Program 2021-22, B.C. Project No. 21-1139-STR; and

**BE IT FURTHER RESOLVED** that City Council amend both revenues and expenditures in the amount of \$200,000 for the Fiscal Year 2021-22 capital budget.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

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Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk



# Agreement Information Form

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Council Date: September 28, 2021

Resolution/Ordinance #: 7342

Agreement/Amendment No.: 21-1947

Type of Agreement: Interlocal

Description: ADA Upgrades Program RTC Funding Agreement

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due: \$200,000

Term Date: December 31, 2026

Department: Public Works

City of BC Contact: Keegan Littrell, P.E., Public Works Director

Project No. 21-1139-STR

Contact Info: Regional Transportation Commission of Southern Nevada  
600 Grand Central Parkway  
Las Vegas, NV 89106  
702-676-1500

Notes/Comments:

**INTERLOCAL CONTRACT  
ADA UPGRADES PROGRAM  
FISCAL YEAR 2022 CITY OF BOULDER CITY**

**THIS INTERLOCAL CONTRACT** is made and entered into this 9<sup>TH</sup> day of September 2021, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

**W I T N E S S E T H**

**WHEREAS**, the CITY intends to upgrade citywide pedestrian facilities to the current Americans with Disabilities Act standards., which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

**WHEREAS**, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

**WHEREAS**, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the CITY is requesting funds to commence design and construction for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

**SECTION I: SCOPE OF PROJECT**

This Interlocal Contract applies to design, construction, and maintenance to upgrade citywide pedestrian facilities to the current Americans with Disabilities Act standards.. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

**SECTION II: PROJECT COSTS**

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$200,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:

- a. ENGINEERING not to exceed \$ 20,000.00
  - b. RIGHT-OF-WAY not to exceed \$ 0.00
  - c. CONSTRUCTION not to exceed \$ 180,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

### **SECTION III: GENERAL**

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Interlocal Contract #1310 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021

BY:

DocuSigned by:  
*Debra March*  
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:  
*Marin DuBois*  
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:  
*David Clyde*  
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF BOULDER CITY

BY:

KIERNAN MCMANUS  
Mayor


Attest

TAMI MCKAY  
Acting City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.  
City Attorney



 <div><b>CITY OF BOULDER CITY, NV</b> <b>PUBLIC WORKS DEPARTMENT</b> <b>ENGINEERING DIVISION</b></div>	<div>EXHIBIT A - CITY WIDE ADA UPGRADES PROGRAM FISCAL YEAR 2022 BOULDER CITY PROJECT NO. 21-1139-STR</div>	CREATED BY: BOULDER CITY GIS
		ISSUE DATE: 08/05/2021
		FILE NAME: ADA Upgrades FY22.MXD
	PROJECT LOCATIONS	SHEET: 1 OF 1

## **R7343 R7344 Arterial Recon Funding and CM**

### **SUBJECT:**

For possible action: Items pertaining to the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR:

A. Resolution No. 7343, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to increase project funding in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

B. Resolution No. 7344, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item 6 Staff Report	Cover Memo
Resolution No. 7343	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 20-1874B	Cover Memo
Resolution No. 7344	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 21-1948	Cover Memo





**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN MCMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**CITY MANAGER:**  
TAYLOUR TEDDER, CECd

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITRELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 6

## Staff Report

**TO:** Taylour Tedder, City Manager  
**FROM:** Keegan Littrell, P.E., Public Works Director  
**DATE:** September 28, 2021

**SUBJECT:** For possible action: Items pertaining to the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR:

A. Resolution No. 7343, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to increase project funding in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

B. Resolution No. 7344, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7343, approving Agreement No. 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to increase project funding in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR, and amending both the

funding and expenditures of the Fiscal Year 2021-2022 capital budget; and approve Resolution No. 7344, approving Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR.

#### Overview:

- The RTC provided funding for Arterial Reconstruction Program through their FY20 Capital Improvement Plan.
- This project will include improvements including street reconstruction of Industrial Road from Canyon Road to Yucca Street.
- The Arterial Reconstruction Program helps maintain and improve transportation system infrastructure.
- The First Supplemental Interlocal Contract extended the project completion date to June 30, 2025.
- The Second Supplemental Interlocal contract will increase the total project funding to \$3,160,000.00.
- GCW, Inc. will be providing construction management for this project.

#### Background Information:

Item A: Through the Regional Transportation Commission's (RTC) FY20 Capital Improvement Plan, the City has been allocated funding to conduct the Arterial Reconstruction program. This program will consist of improvements including street reconstruction of Industrial Road from Canyon Road to Yucca Street.

On April 14, 2020, City Council approved Resolution No. 7081, approving Agreement No. 20-1874 to fund the project. On June 22, 2021, City Council approved Resolution No. 7293 to extend the project completion date to June 30, 2025. This Second Supplemental Interlocal Contract will increase project funding by \$1,660,000.00 for a total project funding of \$3,160,000.00. The additional \$1,660,000 was requested to cover construction costs for the project based on the most current engineer's estimate and construction market prices.

Item B: On April 1, 2021, the City completed SOQ 2020-02, Pavement Management, and selected GCW, Inc., as the most qualified respondent to provide engineering and management services for the City's numerous pavement management projects. Now the City and GCW desire to conduct construction management and inspection services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR. The overall dollar value of this agreement is \$225,000.00.

#### Financial:

Funding Source - RTC

Arterial Reconstruction Program 2019-20	\$1,500,000.00
Supplemental No. 2	\$1,660,000.00
Total Funding Source	\$3,160,000.00
Expenditures	
Geotechnical Evaluation Industrial Road	\$29,000.00
B.C. Agreement No. 20-1880 – Design	\$123,120.00
B.C. Agreement No. 21-1948 – Construction Management	\$225,000.00
Project Expense to Date	\$377,120.00

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. Public Works Department, in partnership with the RTC, ensures compliance with this goal with the Arterial Reconstruction Program 2019-20.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7343, approving Agreement No. 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to increase project funding in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget; and approve Resolution No. 7344, approving Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR.

Attachments:

Resolution No. 7343  
Agreement Information Form  
Agreement No. 20-1874B  
Resolution No. 7344  
Agreement Information Form  
Agreement No. 21-1948

## **RESOLUTION NO. 7343**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 20-1874B (INTERLOCAL CONTRACT 1146), THE SECOND SUPPLEMENTAL INTERLOCAL CONTRACT BETWEEN THE CITY OF BOULDER CITY AND THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA TO INCREASE PROJECT FUNDING IN THE AMOUNT OF \$1,660,000.00 FOR A FUNDING TOTAL OF \$3,160,000.00 FOR THE ARTERIAL RECONSTRUCTION PROGRAM 2019-20, B.C. PROJECT NO. 20-1101-STR AND AMENDING BOTH THE FUNDING AND EXPENDITURES OF THE FISCAL YEAR 2021-2022 CAPITAL BUDGET**

**WHEREAS**, Boulder City Agreement No. 20-1874 (Interlocal Contract 1146) with the Regional Transportation Commission of Southern Nevada (RTC) was approved by the City Council on April 14, 2020, to provide funding for the Arterial Reconstruction Program 2019-20; and

**WHEREAS**, the Arterial Reconstruction Program 2019-20 consists of improvements including street reconstruction of Industrial Road from Canyon Road to Yucca Street; and

**WHEREAS**, the First Supplemental Interlocal Contract approved by City Council on June 22, 2021, extended the project completion date to June 30, 2025.

**WHEREAS**, this Second Supplemental Interlocal Contract will increase project funding by \$1,660,000.00 for a total project funding of \$3,160,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No 20-1874B (Interlocal Contract 1146), the Second Supplemental Interlocal Contract between the City of Boulder City and the Regional Transportation Commission of Southern extend the project completion date for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR; and

**BE IT FURTHER RESOLVED** that City Council amend both revenues and expenditures in the amount of \$1,660,000.00 for a funding total of \$3,160,000.00 for the Fiscal Year 2021-22 capital budget.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk



# Agreement Information Form

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Council Date: September 28, 2021

Resolution/Ordinance #: 7343

Agreement/Amendment No.: 20-1874B

Type of Agreement: Interlocal

Description: Increase project funding for the Arterial Reconstruction Program 2019-20.

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due:

Term Date: June 30, 2025

Department: Public Works

City of BC Contact: Keegan Littrell, P.E., Public Works Director

Project No. 20-1101-STR

Contact Info: Regional Transportation Commission of Southern Nevada  
600 Grand Central Parkway  
Las Vegas, NV 89106  
702-676-1500

Notes/Comments:

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2  
ARTERIAL RECONSTRUCTION PROGRAM  
FISCAL YEAR 2020**

**THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2** is made and entered into this 9<sup>TH</sup> day of September 2021, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

**W I T N E S S E T H**

**WHEREAS**, the RTC approved Interlocal Contract #1146 dated November 14, 2019, and supplemental interlocal contract dated June 10, 2021, for the Arterial Reconstruction Program, Fiscal Year 2020, hereinafter referred to as “PROJECT,” located wholly within City of Boulder City; and

**WHEREAS**, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

**WHEREAS**, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the CITY wishes to increase total PROJECT funding; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

**SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:**

1. The total cost for this contract shall not exceed \$3,160,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
  - a. ENGINEERING not to exceed \$460,000.00
  - b. RIGHT-OF-WAY not to exceed \$0.00
  - c. CONSTRUCTION not to exceed \$2,700,000.00

The remainder of Interlocal Contract #1146 dated November 14, 2019, and supplemental interlocal contract dated June 10, 2021, shall remain unchanged.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021

BY:

DocuSigned by:  
*Debra March*  
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:  
*Marin DuBois*  
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:  
*David Clyde*  
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF BOULDER CITY

BY:

KIERNAN MCMANUS  
Mayor

Attest

TAMI MCKAY  
Acting City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.  
City Attorney



**RESOLUTION NO. 7344**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1948 BETWEEN THE CITY OF BOULDER CITY AND GCW, INC. IN THE AMOUNT OF \$225,000.00 TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE ARTERIAL RECONSTRUCTION PROGRAM 2019-20, B.C. PROJECT NO. 20-1101-STR**

**WHEREAS**, the Arterial Reconstruction Program 2019-20 consists of improvements including street reconstruction of Industrial Road from Canyon Road to Yucca Street; and; and

**WHEREAS**, on April 1, 2021, the City completed SOQ2020-02, Pavement Management, and selected GCW, Inc. as the most qualified responded to provide engineering and management services for the City's numerous pavement management project; and

**WHEREAS**, Public Works Staff is desirous of entering into a professional service agreement with GCW, Inc. to provide construction management and inspection services for the project; and

**WHEREAS**, Public Works negotiated the attached agreement which includes the scope of work and fee for construction management and inspection services.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No. 21-1948 between the City of Boulder City and GCW, Inc. in the amount of \$225,000.00 to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk



# Agreement Information Form

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Council Date: September 28, 2021

Resolution/Ordinance #: 7344

Agreement/Amendment No.: 21-1948

Type of Agreement: Professional Svcs

Description: Professional service agreement with GCW, Inc. to provide construction management services for the Arterial Reconstruction Program 2019-20, B.C. Project No. 20-1101-STR

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due: \$225,000.00

Term Date: Until project completion.

Department: Public Works

City of BC Contact: Keegan Littrell, P.E., Public Works Director

Project No. 20-1101-STR

Contact Info:

Notes/Comments: GCW Inc. Attention: Bob Murnane  
1555 South Rainbow Blvd. Las Vegas, NV 89146

# **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR INDUSTRIAL ROAD REHABILITATION PROJECT CANYON ROAD TO YUCCA STREET**

This agreement ("Agreement") is made and entered into by and between the City of Boulder City, a municipal corporation and political subdivision of the State of Nevada ("City") and GCW Inc., a Nevada corporation ("Consultant" or "GCW").

## **RECITALS**

**WHEREAS**, the City requires engineering services for the Industrial Road Rehabilitation Project; Fiscal Year 2020-2021, Canyon Road to Yucca Street. BC Project No. 20-1101STR, as more particularly described in Exhibit A (the "Services" or "Scope of Services"); and

**WHEREAS**, the City has selected the Consultant in accordance with Nevada Revised Statutes ("NRS") Chapter 332, Chapter 338, Chapter 623, and/or Chapter 625, as applicable; and

**WHEREAS**, this is an Agreement for services which requires a consultant with training and experience in fields of engineering to assist the public body in overseeing the construction of a public work, and thus, this agreement does not require award by competitive bidding per NRS 338.1718.2; and

**WHEREAS**, the Consultant represents that it has the experience, knowledge, labor, and skill to perform the Services; and

**NOW, THEREFORE**, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties agree as follows:

## **AGREEMENT**

### **SECTION 1. DESCRIPTION OF SERVICES**

- (a) The Consultant shall perform the Services in accordance with the terms and conditions set forth herein. The Consultant shall be solely responsible for the means, methods, and procedures of performing the Services. The Consultant shall deliver to the City all documents stipulated in this Agreement and Exhibit "A" on a mutually agreed upon date by both parties. The stipulated date is agreed upon as reasonable by all parties to this Agreement. It shall be the Consultant's responsibility to meet the schedule. If the Consultant experiences delays beyond their control, they shall immediately document the delay and forward a written letter to the City requesting a time extension. The City shall not hold the Consultant responsible for not receiving all permits and rights from other agencies, contingent upon the appropriate documents were sent to these agencies one (1) month prior to the date stipulated above. *See also* Section 7.

- (b) The Consultant shall prepare notes from all meetings regarding the project and submit them to the City for review and approval. If the City does not respond within two (2) calendar weeks, the Consultant shall assume that the notes are approved.
- (c) The City and the Consultant recognize the Services may require modification due to unforeseen events that may be encountered. Therefore, an amendment to this Agreement may be prepared, negotiated, and executed by the parties in accordance with the terms of this Agreement if there has been or is to be a significant change, including but not limited to:
  - (1) Scope, complexity, or character of the Services to be performed;
  - (2) Conditions under which the Services are required to be performed, such as a change in applicable standards or a change in available base data that would require significant additional work to successfully complete the Agreement; or
  - (3) Duration of work if the time period for completion of the Services warrants such adjustment.

Any modification required by the City that results in a change in the Services will also be specified in an amendment to this Agreement which will set forth the nature, scope, and payment therefore.

## **SECTION 2. COMPENSATION AND MANNER OF PAYMENT**

- (a) The City agrees to pay the Consultant for the Services a stipulated sum not to exceed Two Hundred Twenty Five Thousand dollars (\$225,000.00), which sum includes all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Consultant, and actual approved subconsultant costs and all reimbursable costs. Reimbursable expenses will be submitted in accordance with Subsection (b) below.

It is expressly understood that all Services must be completed by the Consultant, and it is the Consultant's responsibility to ensure that hours and tasks are properly budgeted so that all Services are completed for the total not-to-exceed amount set forth above.

The Consultant, as a prerequisite to the obligation on the part of the City for payment of fees provided herein, must submit monthly invoices describing the Services performed during the preceding month. The invoices will be sent to the following address:

City of Boulder City  
Accounts Payable  
401 California Blvd  
Boulder City Nevada, NV, 89005

The City shall pay the Consultant all undisputed amounts within thirty (30) days of the City's receipt and approval of properly submitted invoice(s). All invoices shall reference the City's applicable purchase order number. The City may offset any such payment to reflect amounts owing from the Consultant to the City pursuant to this Agreement.

- (b) The City will not reimburse the Consultant for any travel expenses other than those pre-approved travel expenses, if any, that are set forth in the Scope of Services and include a cost estimate. The Consultant must obtain prior written approval from the City concerning the number of employees to be sent by the Consultant each time travel is required in performing this Agreement. The City will reimburse the Consultant for travel expenses paid or incurred on its behalf as follows:
  - (1) Meals, incidentals and lodging reimbursements must not exceed rates established by the U.S. General Services Administration (GSA) for the primary destination. For current rates, refer to: [http:// www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). GSA rates vary by location, and for some locations, by time of year. If a city/county is not listed, then the GSA standard rate for continental U.S. applies. Reimbursement for lodging taxes is in addition to this rate but only up to the lodging taxes applicable based on the GSA rate.
  - (2) Air travel costs will be limited to coach or economy class only; original receipts are required.
  - (3) Mileage will be limited to direct routes and reimbursed at IRS standard business rates. Other ground transportation (*e.g.*, taxi, shuttle, bus, rental car) are at actual costs; original receipts required. Rental car reimbursement is limited to midsize sedan or equivalent; original receipts are required.

Original receipts are required as stated herein and no reimbursement will be allowed for costs not directly related to the furtherance of the Consultant's business under this Agreement with the City.

### **SECTION 3. TIME OF PERFORMANCE**

- (a) This Agreement shall be effective on the Effective Date (defined below) and will continue to be in effect until project completion ("Term"), unless terminated earlier in accordance with the terms herein. The "Effective Date" is the later of the date of City of Boulder City Council action (if required and as reflected on the signature page) or the date of full execution of this Agreement, as reflected on the signature page or recorded through Onespan Esignlive. Consultant shall commence the Services on a mutually agreed upon date and in accordance with any schedule that is part of Exhibit A. The Consultant shall not commence the Services until after the City sends the Consultant written authorization to begin work. The City has the right to extend this Agreement for an additional ninety (90) days from its expiration for any reason.

- (b) Neither the completion of the Services nor any earlier termination of this Agreement shall impact any replacement or re-performance of a Nonconforming Service, representations, indemnities, insurance requirements, confidentiality obligations, termination obligations or other obligations which by their own terms are intended to survive the completion of the Services, all of which shall continue in full force and effect after the Term.

#### **SECTION 4. SUSPENSION OF SERVICES**

The City may suspend performance by the Consultant under this Agreement for such period of time as the City, at its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the date on which the City wishes to suspend. The Consultant shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from the City to resume performance, and the time period for the Consultant's performance of the Services shall be extended by the amount of time such performance was suspended. If the City delivers notice of its intent to suspend services under this Agreement, the Consultant shall suspend performance of the Services on a schedule acceptable to the City. If suspension is for the City's convenience, the City shall pay the Consultant for all the Services performed and an equitable amount for incremental costs incurred by the Consultant as a result of the suspension; provided, however, that if the suspension is due to the Consultant's failure to comply with this Agreement, no such payment shall be made.

#### **SECTION 5. TERMINATION FOR CONVENIENCE**

The City may terminate this Agreement in whole or in part at any time without cause prior to completion of the Services or the Term by sending to the Consultant written notice of such termination. Upon such termination, the City shall pay to the Consultant, in full satisfaction and discharge of all liabilities and obligations owed the Consultant, an equitable amount for all Services satisfactorily performed by the Consultant as of the date of termination plus the actual cost for any charges incurred by the Consultant that cannot be canceled or reasonably mitigated. In that notice, the City shall specify whether it is terminating this Agreement in whole or in part and the effective date of Agreement termination. The City shall not be liable for anticipated profits based upon Services not yet performed.

#### **SECTION 6. TERMINATION FOR CAUSE**

- (a) The occurrence of any of the following events constitutes a default by the Consultant (an "Event of Default"):
- (1) A breach by the Consultant of any material term, condition, or covenant contained herein, if such breach continues uncured for a period of ten (10) days after receipt of written notice from the City, unless such breach cannot by its nature be remedied within such period in which event the Consultant shall provide evidence reasonably satisfactory to the City within ten (10) days after receipt of such notice that the cure of such breach has commenced and the Consultant thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the Consultant shall be deemed to include, without limitation, the Consultant's

refusal or neglect to supply sufficient and properly skilled labor or subconsultants, the Consultant's refusal or neglect to perform the Services in accordance with applicable standards, or the Consultant's failure in any respect to prosecute the Services or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof; or

- (2) City's determination that any representation, statement or covenant made by the Consultant in this Agreement, or in any other statement, report or document that the Consultant is required to furnish to the City, was false or misleading in any material respect; or
  - (3) The occurrence of any of the following: (a) the filing by or against the Consultant of a proceeding under any bankruptcy or similar Law (defined below), unless such proceeding is dismissed within thirty (30) days from the date of filing; (b) the making by the Consultant of any assignment for the benefit of creditors; (c) the filing by or against the Consultant for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee or custodian for any material part of the Consultant's assets unless such appointment is revoked or dismissed within thirty (30) days from the date thereof; (e) the attempt by the Consultant to make any adjustment, settlement or extension of its debts with its creditors generally; (f) the insolvency of the Consultant; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the Consultant's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or
  - (4) The Consultant, in the reasonable opinion of the City, has experienced a material adverse change in the Consultant's financial condition or the Consultant's ability to fulfill its obligations under this Agreement.
- (b) Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Subsection (a)(1) above, the City shall be entitled upon written notice to the Consultant – without notice to the Consultant's sureties and without limiting any of the City's other rights or remedies – to terminate this Agreement or to terminate the Consultant's right to proceed with that portion of the Services affected by any such default.
  - (c) Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Services following the applicable process described in this Section, the Consultant shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the City any partially-completed Services performed by the Consultant and any subconsultant, including without limitation documentation, software source media, flow charts, documents and other deliverables.

- (d) In the event of such termination, the City may finish the Services by whatever method the City may deem expedient including: (1) the City may hire a replacement consultant(s) to complete the remaining Services that the Consultant was otherwise obligated to complete under the Agreement using such form of agreement as the City may deem advisable; or (2) the City may itself provide any labor or materials to complete the Services in accordance with NAC Chapter 623.
- (e) In the event of such a termination, the City may suspend all payments otherwise due to the Consultant hereunder and the City has no further obligation to pay the Consultant for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the City is not obligated to make any such payment until after all Services are completed to the City's satisfaction.
- (f) All rights and remedies provided in this Section are cumulative, and are not exclusive of any other rights or remedies that may be available to the City, whether provided by Law, equity, in any other agreement between the parties or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in this Section, the City shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the City may have against the Consultant under this Agreement, at Law, in equity or pursuant to another agreement between the parties. "Law" means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the NRS, Nevada Administrative Code ("NAC"), and Boulder City Municipal Code, as amended or that may be enacted or promulgated subsequently.
- (g) This Agreement may be terminated by the Consultant in the event the City defaults in the due observance and performance of any material term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the Consultant delivers written notice of such default to the City, unless such breach cannot by its nature be remedied within such period in which event the City shall provide evidence reasonably satisfactory to the Consultant within ten (10) days after receipt of such notice that the cure of such breach has commenced and the City thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the City shall be deemed to include, without limitation, failure to pay an invoice in accordance with the "COMPENSATION AND MANNER OF PAYMENT" Section.

## **SECTION 7. DELAYS**

- (a) Neither party shall be liable for delays caused by a Force Majeure Event; provided, however, that both parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation, and the City shall not in any case be held liable or responsible to the Consultant for any damage caused by such delay. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time



actually lost by reason of the Force Majeure Event. A “Force Majeure Event” means a delay caused by fire, flood, storm, earthquake, strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events: (1) that are not reasonably foreseeable as of the Effective Date; (2) that are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (3) the effects of which cannot be avoided or mitigated by the party claiming such delay through the use of commercially reasonable efforts; provided that economic hardship, including lack of money, downturn in the economy, or credit and changes in exchanges rates, does not constitute a Force Majeure Event.

- (b) If the Consultant is actually delayed in its performance of the Services by the actions or omissions of the City (excluding the City’s good faith exercise of rights and remedies provided under the Agreement or a Force Majeure Event), or by changes ordered with respect to the Services, and if the Consultant is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then the deadline to complete the Services shall be equitably adjusted to reflect the impacts of such City-caused delays. The City may, at its discretion, in lieu of granting an extension of time, require the Consultant to regain the schedule whereby the City shall compensate the Consultant for all additional, actual costs reasonably incurred thereby. No adjustment under this Subsection (b) shall be made for any delay to the extent that it is caused or contributed to by the Consultant or performance would have otherwise been delayed by any other cause, including the errors, omissions, fault or negligence of the Consultant.
- (c) If, at any time, the City determines the progress of completing the Services is not being performed in accordance with the agreed-upon schedule or reasonably believes Consultant will not complete all Services before the Term expires, the City may direct the Consultant to take corrective actions to ensure the timely and orderly prosecution of the Services, at no additional cost to the City.

## **SECTION 8. CORRECTION OF WORK**

If any deficiency, error, or omission in the Services, including any deliverable, is found or, in the City’s opinion, fails to conform to the requirements in this Agreement, whether during or after the Term (each a “Nonconforming Service”), the Consultant shall expeditiously and at no expense to the City, re-perform or replace the Nonconforming Service and make any necessary corrections so as to conform with the requirements herein. If the Consultant fails to expeditiously make any replacement or re-performance as required herein, the City may conduct the necessary work at the Consultant’s expense, and the Consultant shall reimburse the City for the cost of any replacement or re-performance performed by the City and a City contractor. If a Nonconforming Service is used or otherwise relied upon by the City or a City contractor and any other work is performed, the Consultant shall reimburse the City for all costs incurred by the City to have that work re-performed and replaced so that such work uses Services that conform with the requirements in this Agreement. The Consultant shall reimburse the City by paying the amount invoiced by the City

within thirty (30) days after the City provides an invoice(s) to the Consultant. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 9. STANDARD OF CARE**

The Consultant covenants that all Services performed, including deliverables supplied, shall conform to the specifications, drawings, samples, and other descriptions set forth in this Agreement, shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed and deliverables supplied, and do not infringe the intellectual property rights of a third party. The foregoing covenants are not intended as a limitation, but are in addition to all other express covenants set forth in this Agreement and such other warranties as are implied by Law, custom, and usage of trade.

## **SECTION 10. OWNERSHIP OF DOCUMENTS**

All materials, drawings, specifications, reports or other documents given, prepared, or assembled by the Consultant, which are related to the performance of this Agreement, are deemed to be the property of the City, unless prohibited by NAC 623.780, when prepared, provided that the City pays Consultant all amounts owed pursuant to the Agreement, whether delivered to the City or not, and shall, together with any materials furnished to the Consultant and its personnel by the City hereunder, be delivered to the City upon request, and, in any event, upon termination or final acceptance of the Services. The Consultant agrees that all such work prepared by it, or its employees, agents or subconsultants of any tier, or their employees, under this Agreement which is subject to protection under copyright Laws constitutes "work made for hire," all copyrights to which belong to the City. In any event, the Consultant assigns to the City all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright Laws. The Consultant shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such preexisting materials are hereby licensed to the City, through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for (a) the City's own use for the Services that are the subject of this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement and (b) any future use, replacement, or correction of the Services. However, the Consultant may keep copies of these documents for its files, subject to the "CONFIDENTIALITY" Section. If Consultant or a subconsultant labels a document owned by the City as the Consultant's (or a subconsultant's) proprietary or confidential document, such label shall be deemed void. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 11. INSURANCE**

- (a) The Consultant, upon request, shall furnish the City within ten (10) business days with a Certificate of Insurance, endorsed to include the City as "Additional Insured" on the commercial general liability and automotive policies, signed by an authorized representative, as well as any endorsements affecting the coverage required by this clause.

All deductibles and self-insured retentions(s) shall be fully disclosed in the Certificates of Insurance.

All insurance coverage required herein must be written by a company with a current A.M. Best's rating of not less than A:VII.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City.

The Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates or endorsements for each subconsultant. All coverage for subconsultants shall be subject to all above requirements.

The Consultant and each subconsultant, at its own cost, shall maintain in full force and effect throughout the term of this Agreement the following insurance coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

- (1) Commercial General Liability: This policy shall include bodily injury, property damage and broad form contractual liability coverage:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

- (2) Automotive Liability: This policy shall provide coverage for bodily injury and property damage for any owned, hired, leased, borrowed, and non-owned vehicles used in the performance of this Agreement:

Combined single limit (CSL):	\$1,000,000
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- (3) Professional Liability Insurance (Errors and Omissions): This policy shall include coverage for the activities and any errors or omissions of Consultant's professional staff, including those positions identified in any of the exhibits to this Agreement, in connection with the Services and any other work performed by Consultant in connection with this Agreement. These are minimum limits and could be increased to be commensurate with the Services:

Each Claim:	\$1,000,000
Annual Aggregate:	\$2,000,000

If the Professional Liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants and shall ensure that any retroactive date under that policy shall precede the Effective Date and that either continuous coverage will be maintained or an extended discovery period will be exercised for

a period of two (2) years beginning at the time the Services are completed and accepted by City.

- (4) Workers' Compensation and Employer's Liability: The policy shall contain a waiver of subrogation against the City.

Workers' Compensation:	Statutory
Employers' Liability:	
Each Accident:	\$1,000,000
Disease/Employee:	\$1,000,000
Disease/Policy Limit:	\$1,000,000

- (b) The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following:
- (1) The City, its officers, officials, employees, agents, and volunteers are to be covered with respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises occupied or used by the Consultant (its officers, employees, agents, subconsultants). The coverage shall contain no special limitations on the scope of protection afforded to the City.
  - (2) For any claims related to this Agreement, the Consultant's coverage shall be primary and non-contributory with respect to all other available sources and with respect to the City, its officers, officials, employees, volunteers and agents.
  - (3) The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (4) Should any of the described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions (pursuant to ISO ACORD Form 25, current revision), and in such event Consultant shall promptly provide written notice to the City. If any of the insurance coverage required hereunder is canceled and not replaced, reduced or restricted, the City reserves the right to terminate this Agreement for cause without penalty or further obligation or liability to the Consultant.

## **SECTION 12. INDEMNITY**

- (a) The Consultant agrees to indemnify and hold harmless the City and all the officers, and employees of the City (individually, an "Indemnatee"), and each of them, from and against any liabilities, damages, losses, third party tort claims, actions or proceedings, ("Claims"), and any liabilities, damages, and losses, including, without limitation, reasonable attorneys' fees and costs, to the extent such liabilities, damages, losses, claims, actions or

proceedings are caused by the negligence, negligent errors or omissions, recklessness or intentional misconduct of the Consultant, or the Consultant's employees, or agents, in the performance of this Agreement. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorneys' fees and costs to be paid to the City as the Prevailing Party, as reimbursement for the attorneys' fees and costs incurred by the City in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. Prevailing Party is the Party who recovers greater than 67% of its total Claims in the action or who is required to pay no more than 33% of the other party's total Claims in the action when considered in the totality of Claims and counter-Claims, if any. In Claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

- (b) The Consultant further agrees to defend the Indemnitees, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, negligent errors or omissions, recklessness or intentional misconduct of the Consultant, or the Consultant's employees and/or agents, which are not based upon or arising out of the professional Services performed under this Agreement. Notwithstanding the foregoing, Consultant shall not be obligated to defend the City or the Indemnitees from professional liability claims.
- (c) The Consultant will not be required to defend, indemnify or hold harmless an Indemnitee from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of that Indemnitee.
- (d) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

### **SECTION 13. INTELLECTUAL PROPERTY RIGHTS**

In performance of the Services and in connection with the provision of any deliverables, the Consultant must not take any action that would violate or infringe any patent, copyright or uncopyrighted work. The Consultant represents that (a) it has, and upon completion of the work required under this Agreement will have, all rights necessary with respect to the Services and deliverables (and each part thereof); and (b) the Services and deliverables (and each part thereof) do not and will not violate or infringe any patent, copyright or uncopyrighted work. To the extent the City does not own the intellectual property rights in the Services as required by the "OWNERSHIP OF DOCUMENTS" Section, the Consultant grants to the City, must obtain and transfer to the City, and must cause any subconsultant to grant, obtain, and transfer to the City perpetual, fully-paid, worldwide, royalty-free, unrestricted, non-revocable licenses to use, reproduce and modify all intellectual property provided by the Consultant and any subconsultant to the City in connection with this Agreement, together with any warranties related thereto. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 14. ASSIGNMENT**

The Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties, and any attempted assignment in violation hereof shall be void. Nothing contained herein shall be construed as creating any personal liability on the part of any City officer, official, employee, or agent.

## **SECTION 15. WAIVER**

No consent or waiver, express or implied, by the Consultant or the City of any breach or default by the other in the performance of any obligations under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the Consultant or the City to complain of any act or failure to act of the other party or to declare that other party in default under this Agreement, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party and that party continues to have the right to enforce each and every provision of the Agreement. Inspection by, payment by, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof and shall not release the Consultant of any of its obligations hereunder.

## **SECTION 16. DESIGNATION OF REPRESENTATIVES**

- (a) Jim Keane is hereby designated as the City representative with respect to the Services. Said representative shall have complete authority to issue task orders, transmit instructions, receive information, and provide interpretations of City policies and decisions with respect to the Services.
- (b) The Consultant hereby designates Bob Murnane as its authorized representative and coordinator having responsible charge of all Services. Said representative or coordinator shall have complete authority to act on behalf of the Consultant.
- (c) Either party may change its authorized representative by providing notice to the other party in accordance with the "NOTICES" Section.

## **SECTION 17. CONSULTANT REPRESENTATIONS**

- (a) The Consultant represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor; that it is experienced in, qualified, and competent to perform the Services contemplated by this Agreement; and, that it is authorized to do business in the State of Nevada.
- (b) The Consultant further represents that the Consultant holds a license, permit or other special license to perform the Services included in this Agreement, as required by Law, or

employs or works under the general supervision of the holder of such license, permit or special license.

- (c) The Consultant represents that the person signing this Agreement on behalf of the Consultant has all requisite authority to bind the Consultant to the terms and conditions herein.
- (d) The Consultant represents that Consultant, and each of its Owners, managers, partners, officers, executive directors, and key employees, as applicable, has no Family Member who is an elected or appointed City official or City employee. “Family Member” means anyone living in the same home or dwelling, including the spouse or domestic partner of the Public Servant, or who is related to the Public Servant by blood, adoption, marriage or domestic partnership, within the third degree of consanguinity or affinity as defined in NAC 281A.310. An “Owner” means a person with an ownership interest of one percent (1%) or more in Consultant.

## **SECTION 18. CONSULTANT PERSONNEL**

- (a) The Consultant shall employ in the performance of the Services only persons qualified for the same. The Consultant shall at all times enforce strict discipline and good order among its personnel and the personnel of any subconsultant of any tier. In the performance of the Services, the Consultant shall not permit or allow any Consultant personnel to introduce or use any firearms, illegal drugs or intoxicating liquor upon any of the grounds occupied, controlled, or used by the City. The Consultant shall be responsible for taking such disciplinary action with respect to its personnel as may be necessary. The Consultant shall immediately remove from the work, whenever requested by the City, any person considered by the City to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, under the influence of illegal drugs or intoxicating liquor, or whose continued employment on the work is deemed by the City to be contrary to the public interest, and such person shall not again be employed in the performance of the Services without the written consent of the City.

## **SECTION 19. INDEPENDENT CONTRACTOR**

The Consultant is an independent contractor. Neither the Consultant nor the City is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of this Agreement. Nothing in this Agreement or any agreement or subcontract by the Consultant will create any contractual relationship between the Consultant’s employee, agent, or subconsultant and the City.

## **SECTION 20. COMPLIANCE WITH LAWS**

The Consultant shall, in the performance of its obligations hereunder, exercise the applicable standard of care to comply with all Laws, including without limitation the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 *et seq.*, including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in

Employment Act of 1967, as amended (“ADEA”), the Americans with Disabilities Act, and Nevada’s Employment Practices Statutes (NRS 613.330 *et seq.*), as applicable. The Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under Law. If the City was required by NRS 332.039.1 to advertise or request a proposal for this Agreement, by signing this Agreement the Consultant provides a written certification that the Consultant is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The Consultant shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the City pays, becomes liable to pay, or becomes liable to repay) as a direct result of the Consultant’s non-compliance with this Section.

## **SECTION 21. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. 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.

## **SECTION 22. PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to terminate this Agreement for cause without penalty or further obligation or liability to the Consultant or, in the City’s discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee from the Consultant.

## **SECTION 23. PUBLICITY**

Except with respect to internal business communications, communications with governmental agencies, or as required by Law, the Consultant shall not use this Agreement nor its relationship with the City for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the prior written consent of the City.

## **SECTION 24. CONFIDENTIALITY**

- (a) By virtue of this Agreement, the City might provide Confidential Information (as defined below) to the Consultant. The Consultant shall (1) maintain the confidentiality of the City’s Confidential Information and not disclose it to a third party, except as authorized by the City in writing, as required by Law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential



Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in this Agreement; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that the Consultant uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of this Agreement or as may be required to report to the Consultant's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify the City upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for the City to comply with all Laws. The responsibilities under this Section shall continue during the Term and for five (5) years thereafter for Confidential Information that is not Protected Data or a trade secret under Law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under Law.

- (b) The Consultant must also require subconsultants and vendors to comply with the requirements in this Section and shall include this confidentiality provision in its agreements with all subconsultants and vendors related to the Services.
- (c) "Confidential Information" means information that is disclosed by the City under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the City by submitting a written document to the Consultant within thirty (30) days after such disclosure. That written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. However, Confidential Information does NOT include any information that: (1) is or becomes publicly known through no wrongful act of the Consultant; (2) is already known to the Consultant without restriction when it is disclosed; (3) is or becomes, rightfully and without breach of the Agreement, in the Consultant's possession lawfully without any obligation restricting disclosure; (4) is independently developed by the Consultant without breach of this Agreement; (5) is explicitly approved for release by written authorization of the City; or (6) required to be open to public inspection pursuant to NRS 239.010 and is not subject to an applicable exception or declared by Law to be confidential (as determined by the City in its sole and absolute discretion).
- (d) "Personal Information" means (1) any data or information accessible by the Consultant as a result of its business relationship with the City that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, e-mail

address, social security number, or driver's license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) "personal information" as that term is defined in NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.

- (e) "Protected Data" means any Personal Information that is protected or covered by Law or a City policy. Protected Data will not be excluded from coverage under this Agreement merely because it is provided to the Consultant in a manner that commingles the Protected Data with other data that is not Protected Data.
- (f) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 25. SUBCONSULTING AGREEMENTS**

- (a) The Consultant agrees to include in all professional subconsulting agreements, in connection with performance of the terms and obligations imposed under this Agreement, the following:
  - (1) A provision that the Consultant agrees to pay the subconsultant when paid for that portion of the work by the City, that no liability arises on the part of the Consultant to the subconsultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Consultant for said subcontracted work, then the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien.
  - (2) A provision that the subconsultant has no rights against the City and is not a City agent, representative or employee.
  - (3) A provision that the subconsultant agrees to be bound by all the terms and in this Agreement applicable to the Consultant.
- (b) Further, Services specified by this Agreement may not be subcontracted by the Consultant without prior written approval of the City. Approval by the City of the Consultant's request to subcontract, or acceptance of or payment for subcontracted work by the City, shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy and adequacy of the work. The Consultant shall be and remain liable for all damages to the City caused by negligent performance or non-performance of Services under this Agreement by the Consultant's subconsultant or its sub-subconsultant. The compensation due under the "COMPENSATION AND MANNER OF PAYMENT" Section will not be affected by the City's approval of the Consultant's request to subcontract.

## **SECTION 26. VENUE**

All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Consultant agrees that it shall not initiate an action against the City in any other jurisdiction. The Consultant irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement.

## **SECTION 27. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

## **SECTION 28. NOTICES**

- (a) All notices that are required under this Agreement shall be in writing and delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving party at the address below:

City:  
City of Boulder City  
City Engineer  
Attention: Jim Keane  
City Engineer  
401 California Blvd.  
Boulder City, Nevada 89005

Consultant:  
GCW Inc.  
Attention: Bob Murnane  
1555 South Rainbow Boulevard  
Las Vegas, NV 89146

- (b) Such notice will be deemed to have been received by the party to whom it was addressed on the date of delivery if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Either party may change its contact information for purposes of the Agreement by giving written notice to the other party in the manner set forth above.

## **SECTION 29. MODIFICATION**

This Agreement may be modified or amended only by a written instrument signed by both the City and the Consultant with the same formality as this Agreement.

### **SECTION 30. NO THIRD PARTY BENEFICIARIES**

This Agreement is intended only to benefit the parties hereto, their permitted successors and assigns, and Indemnitees. This Agreement shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an Indemnatee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

### **SECTION 31. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the agreement between the City and the Consultant regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.

### **SECTION 32. WAIVER OF CONSEQUENTIAL DAMAGES**

Neither the City nor the Consultant shall not be liable to the other, or any subconsultant, or a third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon delay, loss of use, lost revenues, or lost profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

### **SECTION 33. FISCAL FUNDING**

The Consultant acknowledges that funding of this Agreement is dependent on budget appropriations set each fiscal year. Accordingly, if necessary funds to continue with the specified Services are not allocated by the City, this Agreement shall terminate at the expiration of the appropriated funds without further action by the City and without liability to the Consultant, unless the City terminates this Agreement earlier.

### **SECTION 34. PUBLIC RECORDS**

- (a) The City is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the City's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by Applicable Law to be confidential. The Consultant is advised, and acknowledges, that the Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
- (b) If the Consultant believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the Consultant shall **mark the page or pages that contain such information "CONFIDENTIAL,"** shall provide a summary sheet identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections

exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the Consultant fails to do all of the foregoing, such information shall be deemed to not be confidential.

- (c) If the City receives a public records request that applies to this Agreement (either specifically or otherwise), it will analyze the documents provided in connection with this Agreement to see if the information so marked may legally be withheld from inspection and copying. The City takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that the City determines in its sole and absolute discretion that the City must provide the information because an applicable exception does not apply or the information is not declared by Applicable Law to be confidential.

### **SECTION 35. RECORDS AND AUDITING**

- (a) The Consultant shall maintain, and shall cause its subconsultants to maintain, accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years from the date of the final payment under the Agreement (or longer as required by Law). In addition, the Consultant shall maintain, and shall cause to be maintained, those records that relate to any dispute, litigation, or the settlement of claims arising out of the Consultant's performance under the Services until six (6) years after the date of resolution of such dispute, litigation, or claim (or longer as required by Law). The Consultant shall make such records available, and shall cause its subconsultants to make such records available, to the City and its representatives for inspection, audit, examination, reproduction, and copying at the Consultant's offices at all reasonable times. However, if requested, the Consultant shall furnish copies of said records at its expense, within seven (7) business days of the request. Such records shall include but not be limited to those books, documents and accounting records that represent the Consultant's costs of delivering the Services, including those of any of its subconsultants. These rights also apply to any other governmental entity or agency participating in the funding of the Agreement, or any authorized agents thereof.
- (b) If the Consultant believes any record it is required to furnish to City should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the Consultant shall: provide City written notice in which Consultant identifies each record that contains such confidential or proprietary information, represents in writing that protections exist under Law to preserve the integrity, confidentiality and security of the record, and shall specify with particularity the basis thereof; enter into a non-disclosure agreement acceptable to City; and, furnish the record to City, subject to that non-disclosure agreement.

### **SECTION 36. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort of the City and the Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

### **SECTION 37. CONFLICT OF INTEREST**

- (a) The Consultant represents and warrants that as of the Effective Date it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of work and Services required under this Agreement. If any conflict of interest should nevertheless arise after the Effective Date, the Consultant shall promptly notify the City of the existence of such conflict of interest.
- (b) If the Consultant becomes aware or otherwise believes that it is (or might be) employing a Family Member, the Consultant will promptly provide the City written notice that identifies the name and title of the Family Member, that person's date of hire, and the name of the possibly-related City official or employee.
- (c) If a conflict of interest arises after the Effective Date or Consultant employs a Family Member and any of the foregoing causes the City to violate an ethics Law, the City shall have the right to immediately terminate this Agreement for cause without penalty or further obligation or liability to the Consultant.

### **SECTION 38. TIME OF ESSENCE**

Time is of the essence with respect to the Consultant's obligations under this Agreement. The City recognizes that Consultant's performance must conform to any standard of care applicable to Consultant.

### **SECTION 39. REMEDIES**

All rights and remedies of the City and the Consultant provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to the City and the Consultant at law, in equity, or otherwise.

### **SECTION 40. HEADINGS; EXHIBITS; CROSS REFERENCES**

The 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 references in this Agreement to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Agreement, unless otherwise specified. All Exhibits, and any attachments to an exhibit, are incorporated into and made a part of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes the feminine and masculine.

#### **SECTION 41. CONSTRUCTION OF THE WORD “INCLUDE” AND ITS DERIVATIVES**

When followed by an example, the words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

#### **SECTION 42. ORDER OF PRECEDENCE**

The parties shall attempt to construe the terms and conditions in the various documents comprising this Agreement, in a manner that avoids conflict or inconsistency and in a manner that is supplementary or complementary in nature rather than in conflict. If, however, a conflict or inconsistency between the terms and conditions of this Agreement and the Exhibits attached hereto exists, the terms of the Agreement shall control.

#### **SECTION 43. PERFORMANCE OF ACTS ON BUSINESS DAYS**

Any reference in this Agreement to time of day refers to local time in Nevada. Unless specifically stated to the contrary, all references to days herein refer to calendar days. Any reference herein to a “business day” refers to a day that is not a Friday, Saturday, Sunday or legal holiday for State of Nevada or City governmental offices. If the final date for payment of any amount due or performance of any act required hereunder falls on a Friday, Saturday, Sunday or legal holiday, that payment may be made or act performed on the next business day.

#### **SECTION 44. COMMERCIALLY REASONABLE EFFORTS**

Reference in this Agreement to the “commercially reasonable efforts” of a party means that, with respect to a given goal, the efforts that a reasonable person in the position of that party would use so as to achieve that goal as expeditiously as possible.

#### **SECTION 45. COUNTERPARTS**

The City and the Consultant may execute the Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. The use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

#### **SECTION 46. ATTORNEYS’ FEES**

If the Consultant is a “design professional” as that term is defined in NRS 338.010 and this Agreement is for the provision of Services in connection with a “public work” as that term is defined in NRS 338.010.17, the Prevailing Party in an action to enforce this Agreement is entitled to reasonable attorneys’ fees and costs.

#### **SECTION 47. RELIANCE ON DATA**

In performance of the Services, the Consultant shall be responsible for any misunderstanding or incorrect information in connection with the Services excluding information provided by the City unless (a) such information could have been reasonably verified by Consultant or (b) a reasonably prudent consultant would not have relied on such information.

#### **SECTION 48. ESTIMATES AND PROJECTIONS**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Although Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates for the foregoing reasons, Consultant agrees to perform and provide such opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects consistent with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace and in accordance with accepted industry practice.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

CITY OF BOULDER CITY  
CLARK COUNTY, NEVADA

\_\_\_\_\_  
TAYLOUR TEDDER  
City Manager

\_\_\_\_\_  
Date

ATTEST:


APPROVED AS TO FORM:

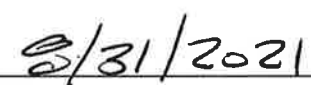
\_\_\_\_\_  
TAMI MCKAY, MMC, CPO  
City Clerk

\_\_\_\_\_  
BRITTANY WALKER, ESQ.  
City Attorney

GCW INC.,

A State of Nevada Corporation.

  
\_\_\_\_\_  
Name: Bob Murnane  
Title: Executive Vice President

  
\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
FOR INDUSTRIAL ROAD REHABILITATION PROJECT  
CANYON ROAD TO YUCCA STREET**

**ATTACHMENT "A"  
SCOPE OF SERVICES**

**INTRODUCTION**

This Attachment A outlines the scope of work for Basic Services to be provided to the CITY by the Consultant for the Industrial Road Rehabilitation Project.

**PROJECT DESCRIPTION**

The City of Boulder City (City) requires pre-construction services, construction management services, post-construction services, and supplemental services to assist with the construction of the project. The primary improvements consist of roadway pavement rehabilitation/replacement between Canyon Drive and Yucca Street, a length of approximately 0.5 mile. The City has contracted separately with Geotechnical Environmental Services to perform materials testing and sampling for this project.

The Consultant shall provide experienced professional, technical, and administrative personnel to perform the duties and responsibilities assigned under the terms of this Agreement.

The Scope of Services is subdivided into four primary tasks: 1.0 Pre-Construction Services, 2.0 Construction Management Services, and 3.0 Post-Construction Services.

The Consultant supplement City staff with a specific scope of services as follows:

1. Provide one part time construction manager responsible for management and staffing of the construction project. Staffing needs will be reviewed and approved by the City as the Improvements progress.
2. Provide one full time inspector qualified for the inspection of the Project. Staffing needs will be reviewed and approved by the City as the Improvements progress.
3. Provide one administrative staff member (if needed) responsible for all clerical and office functions.
4. Provide other staff for management and delivery of services described herein.

**Task 1.0      PRE-CONSTRUCTION SERVICES**

- 1.01 **Construction Document Review** – Perform a review of the final conformed construction documents to gain a thorough understanding of the Improvements, the proposed construction schedule, milestones, traffic control guidelines, and construction conflicts budget.
- 1.02 **Preconstruction Conference** – Organize and conduct the pre-construction conference prior to the start of any field activities. Prepare minutes of the meeting and distribute to all attendees and others as requested by the City.

**Task 2.0 CONSTRUCTION MANAGEMENT SERVICES**

- 2.01 **Construction Administration** – Consultant shall organize and record all construction management activities utilizing a web based CM software or equivalent. Consultant shall track the Contractor's requests for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and permits. Consultant shall forward to the Design Consultant for review any requests for clarification or interpretation, shop drawings, samples, or other submittals and coordinate such requests with various City divisions. Consultant shall review the Design Consultant's comments on shop drawings, samples and other submittals, and coordinate and transmit submittals to the Contractor. Consultant shall maintain the following documents at the job site: correspondence files; contract addenda; copy of the Contract Documents, and progress reports. Consultant shall keep records of the names, addresses, and telephone numbers of the Contractor's and all subcontractor's emergency contact personnel. Consultant shall maintain reports of job site conferences, meetings, and discussions between the City and Contractor.
- 2.02 **Change Order Preparation, Negotiation, and Processing** – Consultant shall establish, implement, and coordinate systems for processing contract change orders; prepare independent cost estimates for contract change orders; negotiate contract change orders with the Contractor; prepare contract change order documents for execution by the Contractor and City.
- 2.03 **Permits** – Consultant shall verify that required permits have been obtained by the Contractor, and that the conditions of permits are adhered to by the Contractor. Such action by Consultant shall not relieve the Contractor of the responsibility to comply with the provisions of the Contract Documents.
- 2.04 **Construction Schedule** – Consultant shall review the Contractor's construction schedule and updates and verify the schedule is prepared in

accordance with the requirements of the Contract Documents. Consultant shall require the Contractor to prepare and submit a recovery schedule if progress falls behind schedule in accordance with the Contract Documents.

- 2.05 **Progress Meetings and Reporting** – Consultant shall moderate weekly progress meetings. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of construction progress. Consultant shall prepare and distribute agenda and meeting notes of these meetings to the City, Contractor and other project participants. In addition, Consultant shall provide brief weekly reports to the City, including the necessary documents, to keep the City informed about key issues and status of the Improvements.
- 2.06 **Progress Payments** – Consultant shall review the pay applications prepared by the contractor and confirm the amount requested reflects the actual work performed by contractor in accordance with the Contract Documents. The Consultant shall forward the contractor's payment application to the City for processing and payment.
- 2.07 **Quality Assurance/Construction Inspection** – Consultant shall monitor the quality of construction. Consultant shall review the work for compliance with the Contract Documents. Consultant shall reject work and transmit to the City and contractor a notice of nonconforming work when it does not conform to the requirements of the Contract Documents. Consultant shall maintain a daily record of events at the jobsite, including but not limited to, the following: contractor and subcontractor's personnel and equipment; visitors to the site observed delays and causes; weather conditions; daily activities and progress; quantities installed; data relative to claims for extras or deductions; material received on site, and test results.
- 2.08 **Reports** – Consultant shall maintain logs of quantities installed, schedule update, financial update, submittal, RFI, non-compliance, correspondence logs, progress photographs, and change order information.
- 2.09 **Photographs & Video** – Consultant shall provide photographic documentation, both still and video, of improvements prior to and during construction. Label and date photographs and maintain log of photographs.
- 2.10 **Contractor's Safety Program** - Consultant shall review the Contractor's safety program for general conformance with the requirements of the specifications.
- 2.11 **Traffic Control and Public Safety** – Consultant shall review and monitor contractor's traffic control for compliance with approved traffic control plans. Consultant shall report deficiencies to the City and contractor.

- 2.14      **Public Relations** – Consultant shall assist the City in notifying and explaining the Improvements to local residents, schools, businesses and others that may be affected. In addition, the Consultant shall assist the City in the preparation of any press releases, official notices, and ground breaking or ribbon cutting ceremonies.
- 2.15      **Coordination with Other Agencies and City Divisions** – Consultant shall coordinate the technical inspection, testing, and work required by outside agencies. This shall include CCRFCD, State of Nevada, NDOT, NDEP, Clark County, utility companies, all affected City divisions and representatives, and adjacent property owner's engineers.
- 2.16      **Design Revisions** – Consultant shall document all design changes approved for use by the contractor.
- 2.17      **Dispute/Conflict Resolution** – Consultant shall make recommendations and implement procedures for reducing the likelihood of disputes and claims. While construction proceeds, Consultant shall review Contract Documents for upcoming work. Consultant shall attempt to identify design conflicts and/or errors and attempt to resolve conflicts in a timely manner. When disputes or claims arise, Consultant shall assist the City in gathering applicable data, reviewing Contractor's documents substantiating disputes or claims, and in resolving construction disputes. Consultant shall make recommendations for Alternate Dispute Resolution methods, as required.
- 2.18      **Safety Briefings** - Consultant shall conduct weekly "tail-gate" safety briefings for City and Consultant personnel.
- 2.19      **QA Material Testing** – The City has retained a third party material testing firm which is separate from this contract. The consultant will monitor and review the progress and testing reports of the third party tester. The QA material testing professional will visit the site as needed to monitor the construction and address any unusual soil conditions, asphalt, aggregate or concrete problems. The QA professional shall also provide test reports and records for review by Consultant and City. Consultant shall provide a monthly testing summary report and a final project report summarizing all test results.
- 2.20      **Contract Compliance** – The consultant set up a tracking mechanism, such as an Excel Spreadsheet, for the contractor and each subcontractor working on the project for all of their compliance elements in LCPtracker including: Certified Payroll, tracking certifications relating to apprenticeships, recording trainee hours, tracking labor compliance, ensuring approval of subcontract and Service Provider Agreements, trucking and owner-

operators, and DBE Goal tracking. This will also assist us in cross referencing to make sure that written notifications were forwarded to the prime contractor for late payrolls. We can assist the crew in developing the Certified Payroll Log to be provided to the City which can be derived from our Excel Spreadsheet tracking mechanism. We will assist the city to check all the subcontractors on the project, check their database and make sure all subcontractors are current. In addition to working with LCPtracker and B2GNow, we will assist the city in conducting field interviews with employees of the subcontractors in verifying that they are being paid prevailing wage as well as verify correct contact information for each subcontractor. For the DBE subcontractors, we can also assist in conducting the Commercially Useful Function (CUF) Interviews. After each assigned project, our team will write a summary report of the conclusion of our findings including any outstanding items that need to be completed for project close-out purposes.

2.21

**Construction Staking** – GCW shall verify project control and add additional project control points in sufficient number to maintain the positional certainties for marking locations of proposed fixed works, N.A.C. 625.775. Specifically, two (2) project benchmarks shall be set on site referenced to the Project Benchmark listed by the project plan set.

Provide one (1) set of rough grade stakes for grading. Stakes will be set in a 100' by 100' grid with cut or fill to finish grade per plan in conjunction with offsets designated by the Contractor at or near back of curb angle points, return points and/or radius points with cut or fill to finish grade per plan.

Provide one (1) set of stakes set at an offset designated by the contractor referenced to the centerline of the waterline. Staking shall include all angle points, points of connection and fire hydrants. Maximum spacing between stakes shall be fifty feet (50').

Provide one (1) set of stakes set at an offset designated by the contractor referenced to the centerline of the sewer line. Staking shall include all angle points, points of connection, clean outs and manholes. Maximum spacing between stakes shall be fifty feet (50').

Provide one (1) set of stakes for final curb and gutter. Stakes will be set at an offset designated by the Contractor at a maximum interval of 50-feet in tangents and 25-feet in curves, with grades to top of curb at all angle points, grade breaks, traffic islands, curb transitions, return points, and radius points. This will include specifically designed intersections throughout the site.

The fee is based upon a maximum of ten (10) site visits for construction staking.

Also, this scope of work is based on one set of stakes per item. Re-staking due to lost stakes will be charged as an extra to the contract.

### **Task 3.0 POST-CONSTRUCTION SERVICES**

- 3.01 **Project Closeout** – Consultant shall assist the City during the testing, start-up, and commissioning of the Project. Consultant shall deliver all project files and documents to the City.
- 3.02 **Final Inspection and Punchlist** – Consultant shall conduct final inspection with Improvements participants. Consultant shall prepare a list of construction deficiencies for resolution by contractor and verify completion of these items. The Consultant shall notify the City of final completion so that the City may issue a Notice of Final Completion. Consultant shall make recommendations to City regarding contractor's final progress payment request.
- 3.03 **Record Drawings** - Consultant shall maintain one set of field contract documents with up-to-date information regarding all addenda, substitutions, clarifications, and change orders. Near the end of construction, Consultant shall transmit corrected set of record drawings to the City for incorporation of changes into the permanent set of documents.
- 3.04 **Final Report** – Consultant shall provide City with final report that includes a summary of the change orders, schedule review, equipment and material used, construction methods, photographs, and recommendations for future changes in plans, specifications, and other City procedures.



**GCW, Inc. Construction Management Fee Estimate**  
**Boulder City Project No 20-1101-STR Formal Bid No FB-XXXX-XX Industrial Road**

	Precon			Construction					Post		
	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Total	Rates	Amount
<b>Labor 2021-2022</b>											
	<i>Month</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>		
	<i>Workdays</i>	<i>21</i>	<i>20</i>	<i>21</i>	<i>20</i>	<i>19</i>	<i>23</i>	<i>21</i>	<i>21</i>		
Project Manager/Contract Administrator	10	10	10	10	10	10	10	10	10	80	\$210.00 \$ 16,800
Senior Surveyor	10	10	10	10	10	10	10	10	10	80	\$155.00 \$ 12,400
Surveyor	10	10	10	10	10	10	10	10	10	80	\$115.00 \$ 9,200
<b>GCW, Inc. Subtotal</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>		<b>\$ 38,400</b>
<b>Subconsultant - CAG</b>											
Construction Manager	8	8	8	8	8	8	8	8	8	64	\$200.00 \$ 12,800
Senior Inspector	80	160	160	160	160	160	160	40	40	960	\$155.00 \$ 148,800
Inspector	0	0	0	0	0	0	0	0	0	0	\$135.00 \$ -
Document Administrator	0	0	0	0	0	0	0	0	0	0	\$95.00 \$ -
Web based CM Software											\$ 5,000
<b>CAG Subtotal</b>	<b>\$14,000.00</b>	<b>\$26,400.00</b>	<b>\$26,400.00</b>	<b>\$26,400.00</b>	<b>\$26,400.00</b>	<b>\$26,400.00</b>	<b>\$26,400.00</b>	<b>\$7,800.00</b>	<b>\$7,800.00</b>		<b>\$ 166,600</b>
<b>Supplemental Services (contingency)</b>											<b>\$ 20,000</b>
<b>Total Direct Labor</b>	<b>\$18,800.00</b>	<b>\$31,200.00</b>	<b>\$31,200.00</b>	<b>\$31,200.00</b>	<b>\$31,200.00</b>	<b>\$31,200.00</b>	<b>\$31,200.00</b>	<b>\$12,600.00</b>	<b>\$12,600.00</b>	<b>1,264</b>	<b>\$ 225,000</b>
COB Staff (\$15k administered internally)											\$ -
Material Testing (\$25K under another contract)											\$ -
<b>Subtotal</b>											\$ -
<b>Total</b>										<b>\$</b>	<b>\$ 225,000</b>

The estimated cost for each portion of work noted above may vary however the total contract shall not exceed \$225,000 without written approval of the City.

## **R7345 Ped. Safety FY22 Funding**

### **SUBJECT:**

For possible action: Resolution No. 7345, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1949 (Interlocal Contract 1311) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$300,000.00 for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR, and amending both the revenues and expenditures of the Fiscal Year 2021-2022 capital budget

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item 7 Staff Report	Cover Memo
Resolution No. 7345	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 21-1949	Cover Memo



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN MCMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 7

## Staff Report

**TO:** Taylour Tedder, City Manager  
**FROM:** Keegan Littrell, P.E., Public Works Director  
**DATE:** September 28, 2021

**SUBJECT:** For possible action: Resolution No. 7345, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1949 (Interlocal Contract 1311) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$300,000.00 for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR, and amending both the revenues and expenditures of the Fiscal Year 2021-2022 capital budget

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7345, Agreement No. 21-1949 (Interlocal Contract 1311) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$300,000.00 for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR, and amending both the revenues and expenditures of the Fiscal Year 2021-2022 capital budget.

### **Overview:**

- The RTC provided funding for third annual Pedestrian Safety Upgrades Program through their FY22 Capital Improvement Plan.
- This project will include improvements to various pedestrian safety projects within Boulder City.

- The Pedestrian Safety Upgrades Program helps maintain and improve transportation system infrastructure.

Background Information: Through the Regional Transportation Commission's (RTC) FY22 Capital Improvement Plan, the City has been allocated funding to conduct the third annual Pedestrian Safety Upgrades program. This program consists of the improvements to various pedestrian safety projects throughout the City. The improvements shall include pedestrian flashers and signals, traffic signal installations, street light upgrades, curb extension, cross walk improvements, bus turnouts, and bike lanes.

Per the terms of the agreements, the City is responsible for the design, inspection, construction, or contract administration of this project utilizing either City staff or consultants contracted by the City. The RTC is providing funding for this project from their Highway Improvement Acquisition Fund. The City will be responsible for maintaining the facilities to protect the improvements at its cost. The project is to be completed to the satisfaction of the RTC prior to the applicable completion date of December 31, 2026. If it becomes necessary to request an increase in provided funding, a written request shall be made to the RTC and a supplement to the agreement may then be executed.

Financial:

Funding Source	
Regional Transportation Commission of Southern Nevada	\$300,000.00
Expenditures	
Pedestrian Safety Upgrades Program 2021-22	\$300,000.00

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. Public Works Department, in partnership with the RTC, ensures compliance with this goal with the Pedestrian Safety Upgrades Program 2021-22.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7345, approving Agreement No. 21-1949 (Interlocal Contract 1311) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$300,000.00 for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR, and amending both the revenues and expenditures of the Fiscal Year 2021-2022 capital budget.

Attachment:

Resolution No. 7345

Agreement Information Form

Agreement No. 21-1949

## **RESOLUTION NO. 7345**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1949 (INTERLOCAL CONTRACT 1311) BETWEEN THE CITY OF BOULDER CITY AND THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA TO PROVIDE PROJECT FUNDING IN THE AMOUNT OF \$300,000.00 FOR THE THIRD ANNUAL PEDESTRIAN SAFETY UPGRADES PROGRAM 2021-22, B.C. PROJECT NO. 21-1138-STR, AND AMENDING BOTH THE REVENUES AND EXPENDITURES OF THE FISCAL YEAR 2021-2022 CAPITAL BUDGET**

**WHEREAS**, Agreement No. 21-1949 (Interlocal Contract 1311) with the Regional Transportation Commission of Southern Nevada (RTC) will provide funding for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR; and

**WHEREAS**, this agreement was approved by the RTC on September 9, 2021; and

**WHEREAS**, the third annual Pedestrian Safety Upgrades will consists of the improvements to various pedestrian safety projects throughout the City and the improvements shall include pedestrian flashers and signals, traffic signal installations, curb extension, cross walk improvements, bus turnouts, and bike lanes; and

**WHEREAS**, utilizing an outside funding source for annual maintenance provides the City with a cost-effective way to maintain and improve transportation system infrastructure; and

**WHEREAS**, funding for this project with come from the RTC's Highway Improvement Acquisition Fund.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No 21-1949 between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide funding for the third annual Pedestrian Safety Upgrades Program 2021-22, B.C. Project No. 21-1138-STR; and

**BE IT FURTHER RESOLVED** that City Council amend both revenues and expenditures in the amount of \$300,000 for the Fiscal Year 2021-22 capital budget.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

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Kiernan McManus, Mayor

**ATTEST:**

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Tami McKay, City Clerk



# Agreement Information Form

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Council Date: September 28, 2021

Resolution/Ordinance #: 7345

Agreement/Amendment No.: 21-1949

Type of Agreement: Interlocal

Description: Pedestrian Safety Upgrades Program RTC Funding Agreement

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due: 300,000

Term Date: December 31, 2026

Department: Public Works

City of BC Contact: Keegan Littrell, P.E., Public Works Director

Project No. 20-1138-STR

Contact Info: Regional Transportation Commission of Southern Nevada  
600 Grand Central Parkway  
Las Vegas, NV 89106  
702-676-1500

Notes/Comments:



**INTERLOCAL CONTRACT  
PEDESTRIAN SAFETY UPGRADES  
FISCAL YEAR 2022 CITY OF BOULDER CITY**

**THIS INTERLOCAL CONTRACT** is made and entered into this 9<sup>TH</sup> day of September 2021, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

**W I T N E S S E T H**

**WHEREAS**, the CITY intends to design and construct safety upgrades at various locations around Boulder City for Fiscal Year 2022, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

**WHEREAS**, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

**WHEREAS**, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the CITY is requesting funds to commence the design and construction for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

**SECTION I: SCOPE OF PROJECT**

This Interlocal Contract applies to improvements which may include pedestrian flashers and signals, traffic signal installations, streetlight upgrades, curb extension, cross walk improvements, bus turnouts, and bike lanes. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

**SECTION II: PROJECT COSTS**

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$300,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:

- a. ENGINEERING not to exceed \$ 30,000.00
  - b. RIGHT-OF-WAY not to exceed \$ 0.00
  - c. CONSTRUCTION not to exceed \$ 270,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

### **SECTION III: GENERAL**

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Interlocal Contract #1311 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021

BY:

DocuSigned by:  
*Debra March*  
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:  
*Marin DuBois*  
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:  
*David Clyde*  
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF BOULDER CITY

BY:

KIERNAN MCMANUS  
Mayor

Attest

TAMI MCKAY  
Acting City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.  
City Attorney



**CITY OF  
BOULDER CITY, NV**  
**PUBLIC WORKS  
DEPARTMENT**  
**ENGINEERING  
DIVISION**

**EXHIBIT A - CITY WIDE  
PEDESTRIAN SAFETY UPGRADES PROGRAM  
FISCAL YEAR 2022  
BOULDER CITY PROJECT NO. 21-1138-STR**

**PROJECT LOCATIONS**

CREATED BY:  
BOULDER CITY GIS  
ISSUE DATE:  
08/05/2021  
FILE NAME:  
Pedestrian Safety FY22.MXD  
SHEET:  
1 OF 1

**R7346 ROW Mapping Funding**

**SUBJECT:**

For possible action: Resolution No. 7346, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$100,000.00 for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
Item 8 Staff Report	Cover Memo
Resolution No. 7346	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 21-1950	Cover Memo



# City Council Meeting September 28, 2021 Item No. 8

BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN MCMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTRELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTRELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

TO: Taylour Tedder, City Manager

FROM: Keegan Littrell, P.E., Public Works Director

DATE: September 28, 2021

SUBJECT: For possible action: Resolution No. 7346, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$100,000.00 for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7346, approving Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$100,000.00 for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget.

## Overview:

- The RTC provided funding for Nevada Way Right-of-Way Mapping from their Highway Improvement Acquisition Fund for Fiscal Year 2021.
- This project is to conduct field locations of improvements, and identification and locating of present right-of-way boundaries in order to make the appropriate dedication and vacations of the right-of-way.

## Staff Report

- The funding amount for this project is \$100,000.00.

Background Information: Public Works staff has identified several streets within the city that either do not have a right-of-way dedicated or it is dedicated improperly. Staff would like to proceed with having a consultant conduct field locations of improvements and identification and locating present right-of-way boundaries. Once that information is compiled, staff will review and determine where revisions should take place resulting in updating legal description to identify the specific areas in order to make the appropriate dedication and vacations of the right-of-way. The streets for this project include Nevada Way, Lodge Road, Avenue I, and Hillside Drive.

Per the terms of the agreements, the City is responsible for the design, inspection, construction, and contract administration of this project. The project is to be completed to the satisfaction of the RTC prior to the applicable completion date of December 31, 2026. If it becomes necessary to request an increase in provided funding, a supplemental interlocal contract will be required.

Financial:

Funding Source	
Regional Transportation Commission of Southern Nevada	\$100,000.00
Expenditures	
Nevada Way Right-of-Way Mapping	\$100,000.00

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. Public Works Department ensures compliance with this goal with the Nevada Way Right-of-Way Mapping project.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7346, approving Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding in the amount of \$100,000.00 for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR, and amending both the funding and expenditures of the Fiscal Year 2021-2022 capital budget.

Attachment:

Resolution No. 7346  
Agreement Information Form  
Agreement No. 21-1950

**RESOLUTION NO. 7346**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1950 (INTERLOCAL CONTRACT 1315) BETWEEN THE CITY OF BOULDER CITY AND THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA TO PROVIDE PROJECT FUNDING IN THE AMOUNT OF \$100,000.00 FOR THE NEVADA WAY RIGHT-OF-WAY MAPPING, B.C. PROJECT NO. 21-1135-COR, AND AMENDING BOTH THE FUNDING AND EXPENDITURES OF THE FISCAL YEAR 2021-2022 CAPITAL BUDGET**

**WHEREAS**, Agreement No. 21-1950 (Interlocal Contract 1315) with the Regional Transportation Commission of Southern Nevada (RTC) will provide funding for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR; and

**WHEREAS**, this agreement was approved by the RTC on September 9<sup>th</sup>, 2021; and

**WHEREAS**, this project is to place symmetrical right-of-way centered on existing improvements by conducting field locations of improvements and identification and locating present right-of-way boundaries to determine where revisions should take place resulting in updating legal description to identify the specific areas of dedication and vacation on Nevada Way, Lodge Road, and Avenue I; and

**WHEREAS**, funding for this project will come from the RTC's Highway Improvement Acquisition Fund for Fiscal Year 2022 in the amount of \$100,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No. 21-1950 (Interlocal Contract 1315) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada to provide project funding for the Nevada Way Right-of-Way Mapping, B.C. Project No. 21-1135-COR; and

**BE IT FURTHER RESOLVED** that City Council amend both revenues and expenditures in the amount of \$100,000.00 for the Fiscal Year 2021-22 capital budget.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk





# Agreement Information Form

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Council Date: September 28, 2021

Resolution/Ordinance #: 7346

Agreement/Amendment No.: 21-1950

Type of Agreement: Interlocal

Description: Funding agreement for the Nevada Way Right-of-Way Mapping project.

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due: \$100,000.00

Term Date: December 31, 2026

Department: Public Works

City of BC Contact: Keegan Littrell, P.E., Public Works Director

Project No. 21-1135-COR

Contact Info: Regional Transportation Commission of Southern Nevada  
600 Grand Central Parkway  
Las Vegas, NV 89106  
702-676-1500

Notes/Comments:

**INTERLOCAL CONTRACT  
NEVADA WAY  
RIGHT-OF-WAY**

**THIS INTERLOCAL CONTRACT** is made and entered into this 9<sup>TH</sup> day of September 2021, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

**W I T N E S S E T H**

**WHEREAS**, the CITY intends to identify and locate right-of-way boundaries on Nevada Way and Lodge Road, Avenue I, Hillside Drive and Claremont Street, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

**WHEREAS**, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

**WHEREAS**, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the CITY is requesting funds to commence the design for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

**SECTION I: SCOPE OF PROJECT**

This Interlocal Contract applies to having a consultant conduct field locations of improvements and identification and locating present ROW boundaries in order to make the appropriate dedication and vacations of the ROW. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

**SECTION II: PROJECT COSTS**

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$100,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
  - a. ENGINEERING not to exceed \$ 0.00
  - b. RIGHT-OF-WAY not to exceed \$ 100,000.00
  - c. CONSTRUCTION not to exceed \$ 0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

### **SECTION III: GENERAL**

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Interlocal Contract #1315 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021

BY:

DocuSigned by:  
*Debra March*  
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:  
*Marin DuBois*  
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:  
*David Clyde*  
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF BOULDER CITY

BY:

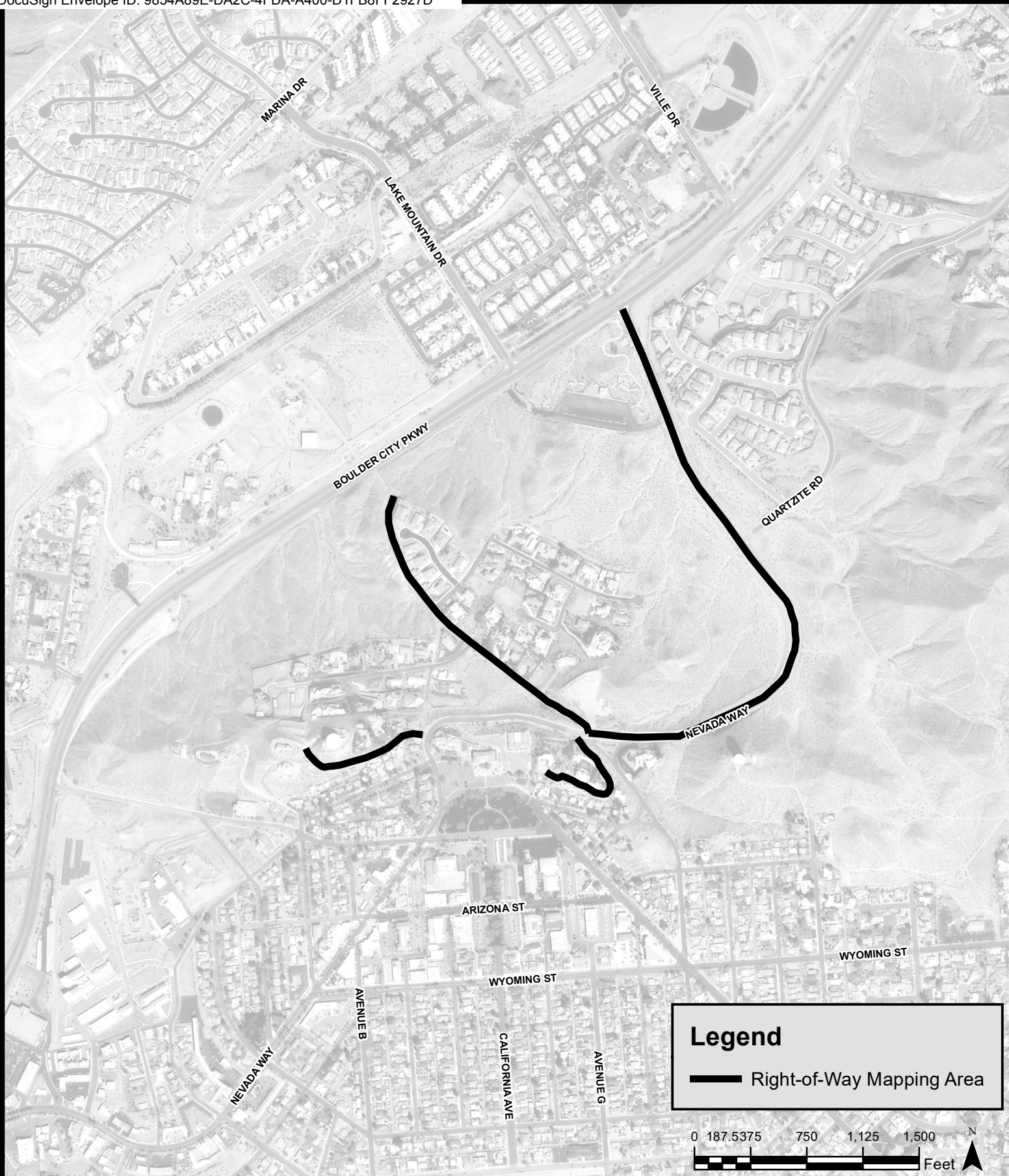
KIERNAN MCMANUS  
Mayor

Attest

TAMI MCKAY  
Acting City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.  
City Attorney



**CITY OF  
BOULDER CITY, NV**  
**PUBLIC WORKS  
DEPARTMENT**  
**ENGINEERING  
DIVISION**

**EXHIBIT A**  
**NEVADA WAY RIGHT-OF-WAY MAPPING**  
**FISCAL YEAR 2022**  
**BOULDER CITY PROJECT NO. 21-1135-COR**

**PROJECT LOCATIONS**

CREATED BY:  
BOULDER CITY GIS

ISSUE DATE:  
08/05/2021

FILE NAME:  
ROW Mapping FY22.MXD

SHEET:  
1 OF 1

## **R7347 Misc Wtr Srv. Final Acceptance**

### **SUBJECT:**

For possible action: Resolution No. 7347, a resolution of the City Council of Boulder City, Nevada, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 9 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No. 7347	Cover Memo



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
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**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
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WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 9 Staff Report

TO: Taylour Tedder, City Manager

FROM: Keegan Littrell, P.E., Public Works Director

DATE: September 28, 2021

**SUBJECT:** For possible action: Resolution No. 7347, a resolution of the City Council of Boulder City, Nevada, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7347, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD.

## **Overview:**

- Funding source for this project is from the City of Boulder City Water Fund.
- On February 23, 2021, City Council approved Resolution No. 7237, awarding a bid for the project to Nayar Underground for \$254,659.75.
- The Notice to Proceed for construction was issued effective April 19, 2021.
- Public Works performed the final inspection on August 23, 2021, and found the project to be complete.

**Background Information:** Each year, the Public Works Department replaces aging and failing plastic water service lines in Boulder City with new copper services. Plastic water service lines installed in the past have a short life span, causing water to be wasted and damage

to streets from leaks. Copper service lines, on the other hand, have a long and reliable history of use for water service lines. There were forty-eight (48) services scheduled for replacement for the Water Service Replacements FY20-21 project.

On February 23, 2021, City Council approved Resolution No. 7237, awarding a bid for the project to Nayar Underground for \$254,659.75. Work for the project began on April 19, 2021. During construction, an additional ten (10) services were added to the contract bringing the contract total for Nayar Underground to \$350,640.60. On August 23, 2021, Public Works conducted the final inspection and found the project to be complete.

Financial:

Funding Sources	
FY 20 Copper Service Replacements	\$400,000.00
Capital Budget Amendment (Resolution No. 7115)	\$563,300.43
FY21 Copper Service Replacements	\$100,000.00
FY22 Copper Service Replacements	\$600,000.00
Total Funding	\$1,663,300.43
Expenditures	
Advertising	\$860.40
Copper Service Replacements to Date	\$770,230.20
Contractor (Nayar Underground)	\$350,640.60
Project Expense to Date	\$1,121,731.20

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. Public Works Department, in partnership with Clark County, ensures compliance with this goal with the Water Service Replacements FY20-21 - Miscellaneous project.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7347, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD.

Attachment:  
Resolution No. 7347



**RESOLUTION NO. 7347**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING FINAL ACCEPTANCE, FINAL PAYMENT, AND RELEASE OF BONDS AND RETENTION FUNDS FOR THE WATER SERVICE REPLACEMENTS FY20-21 - MISCELLANEOUS, B.C. PROJECT NO. 21-1122-WD**

**WHEREAS**, the bid award for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD was approved on February 23, 2021; and

**WHEREAS**, the Notice to Proceed for Nayar Underground was issued effective April 19, 2021; and

**WHEREAS**, the Public Works Department performed the final inspection on August 23, 2021, and found the project complete; and

**WHEREAS**, the final cost for Nayar Underground's contract was \$350,640.60.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Resolution No. 7347, approving final acceptance, final payment, and release of bonds and retention funds for the Water Service Replacements FY20-21 - Miscellaneous, B.C. Project No. 21-1122-WD.

**DATED and APPROVED** this 28<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami McKay, City Clerk

## **R7348 - Authorization to Seek Land Appraisal**

### **SUBJECT:**

For possible action: Resolution No. 7348, a resolution of the City Council of Boulder City, Nevada authorizing City Staff to seek land appraisals as required by City Charter and NRS 268 of approximately 100 acres located approximately 0.6 miles south of Interstate 11 and US 95 Interchange on the west side of US 95 for purposes of solar energy development

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
 Staff Report	Cover Memo
 Resolution 7348	Resolution Letter
 Appraisal Exhibit Map	Exhibit



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



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WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 10 Staff Report

TO: Taylour Tedder, City Manager

FROM: Diane Pelletier, Finance Director

DATE: September 28, 2021

**SUBJECT:** For possible action: Resolution No. 7348, a resolution of the City Council of Boulder City, Nevada authorizing City Staff to seek land appraisals as required by City Charter and NRS 268 of approximately 100 acres located approximately 0.6 miles south of Interstate 11 and US 95 Interchange on the west side of US 95 for purposes of solar energy development

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:**

**Overview:**

- The City has designated approximately 100 acres in the Land Management Process for solar energy development just south of Interstate 11 and west of US 95.
- NRS and City Charter require that the property be appraised before offering the parcel for lease.
- Appraisal costs will be recovered upon the lease of the parcel.
- The average of the two appraisals will be used as the basis to establish the minimum lease amount.

**Background Information:** Before the sale or lease of any city land, the City is required to obtain an appraisal (see NRS 268.059 and City Charter Section 140 paragraph 1 and 1B). NRS requires that the city obtain two appraisals, using the average of the two appraisals as the minimum acceptable lease rate. City Charter requires one appraisal, with the appraised value being the minimum acceptable lease rate. The City can charge more than the appraised value, but not less.

City Charter requires that the City Council first authorize staff to obtain the required appraisals. The attached City Council Resolution provides that authorization to permit the City Staff to obtain the required appraisals.

What will be Appraised: Staff is seeking authorization to have one location appraised (map of the site is included as a site exhibit to the Resolution):

- Recently the City amended the Land Management Process (“LMP”) Map to include approximately 100 acres into the LMP for development as a solar energy project. The site is located approximately 0.6 miles south of the Interstate 11/US 95 interchange and west of US95. It is bordered on the west by the old US 95 roadbed. The parcel is irregular in shape and abuts the small hill on the north end and the Townsite Solar project at the south end.

Financial: It is anticipated that the site will generate at least \$1,500/acre (or \$150,000/year for 100 acres) in land rents for the development of a solar energy facility. This estimated number is based on the adjacent rent rate for the Townsite Solar project. **However**, this is only an estimate, and the actual lease rate may be higher as determined by the average of the two required appraisals. All costs associated with the appraisals will be recovered upon the execution of the lease.

Boulder City Strategic Plan Goal: Obtaining an appraisal of the parcels is consistent with Goal A: Achieve prudent financial stewardship of the 2025 Strategic Plan.

Department Recommendation: The Finance Department staff respectfully requests that the City Council authorize and direct City Staff to seek appraisals of City land as indicated in Resolution No. 7348 and as shown on the exhibit attached map to the Resolution, consistent with the requirements of Nevada State Law and the City Charter.

Attachment:

Resolution No. 7348

Exhibit Map to Resolution No. 7348

**RESOLUTION NO. 7348**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, AUTHORIZING CITY STAFF TO SEEK LAND APPRAISALS AS REQUIRED BY CITY CHARTER AND NRS 268 OF APPROXIMATELY 100 ACRES LOCATED APPROXIMATELY 0.6 MILES SOUTH OF INTERSTATE 11 AND US 95 INTERCHANGE ON THE WEST SIDE OF US 95 FOR PURPOSES OF SOLAR ENERGY DEVELOPMENT**

**WHEREAS,** the NRS 268.059 and City Charter in Section 140 requires that the City first seek appraisals prior to the lease or sale of any city-owned land; and

**WHEREAS,** the City Charter requires that the City Council first authorize the appraisal process prior to an appraisal being ordered; and

**WHEREAS,** the City of Boulder City, Nevada is seeking to lease City-owned land for the development of approximately 100 acres for a small-scale solar energy facility, to be located immediately adjacent to the Townsite Solar project as shown on the attached exhibit; and

**WHEREAS,** prior to establishing a minimum lease rate, the City first needs to obtain two appraisals; and

**WHEREAS,** City Staff is seeking authorization from the City Council to order said appraisal series for this parcel so that they can prepare the necessary lease offer.

**NOW, THEREFORE, BE IT RESOLVED** that City Council authorizes City Staff to seek appraisals as required under NRS 268.059 and City Charter Section 140 for the lease of associated land on the attached exhibit.

**DATED and APPROVED** this 28th day of September 2021.

---

Kiernan McManus, Mayor

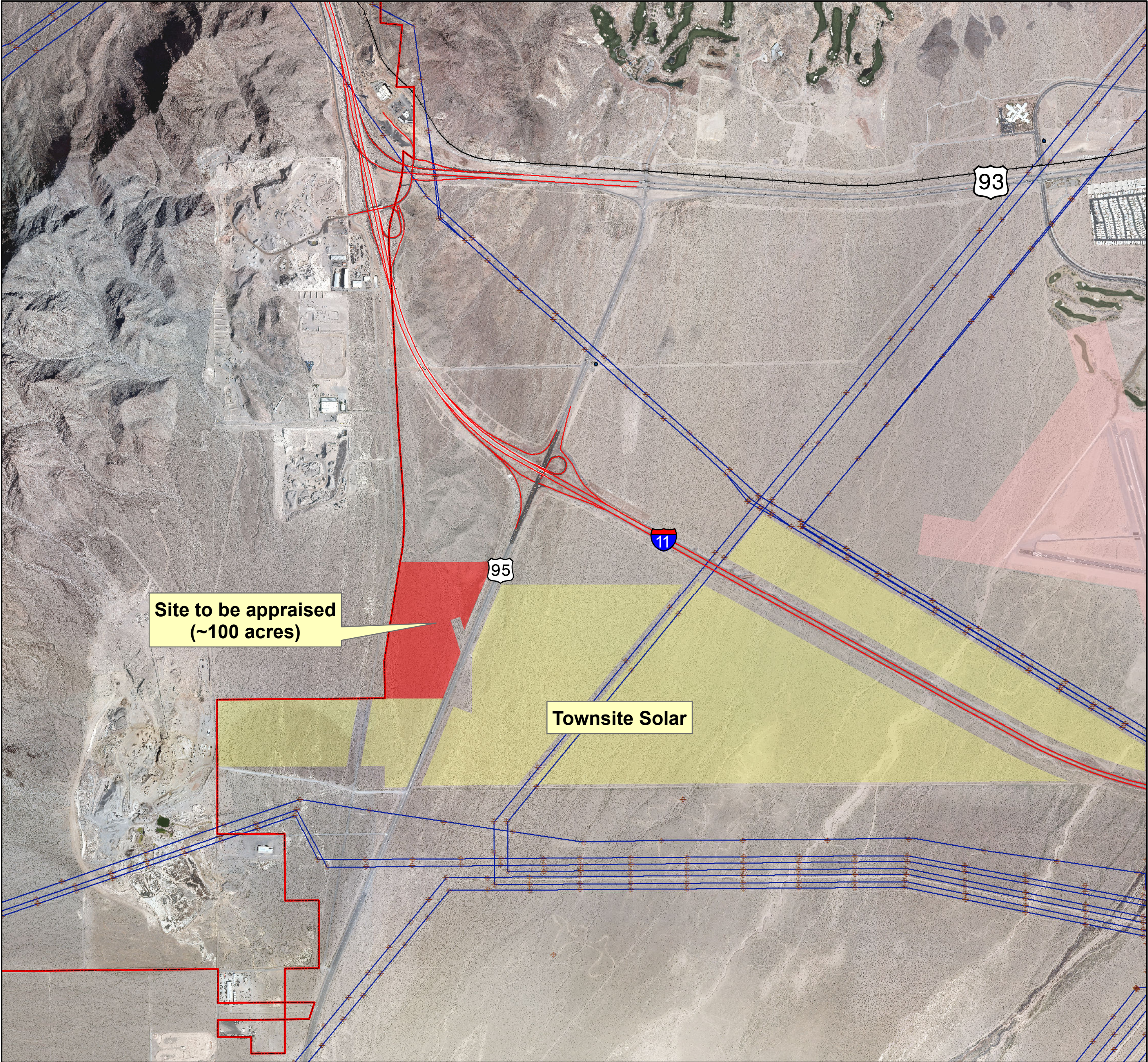
**ATTEST:**

---

Tami McKay, City Clerk  
(Seal)



# Appraisal site: Solar Site



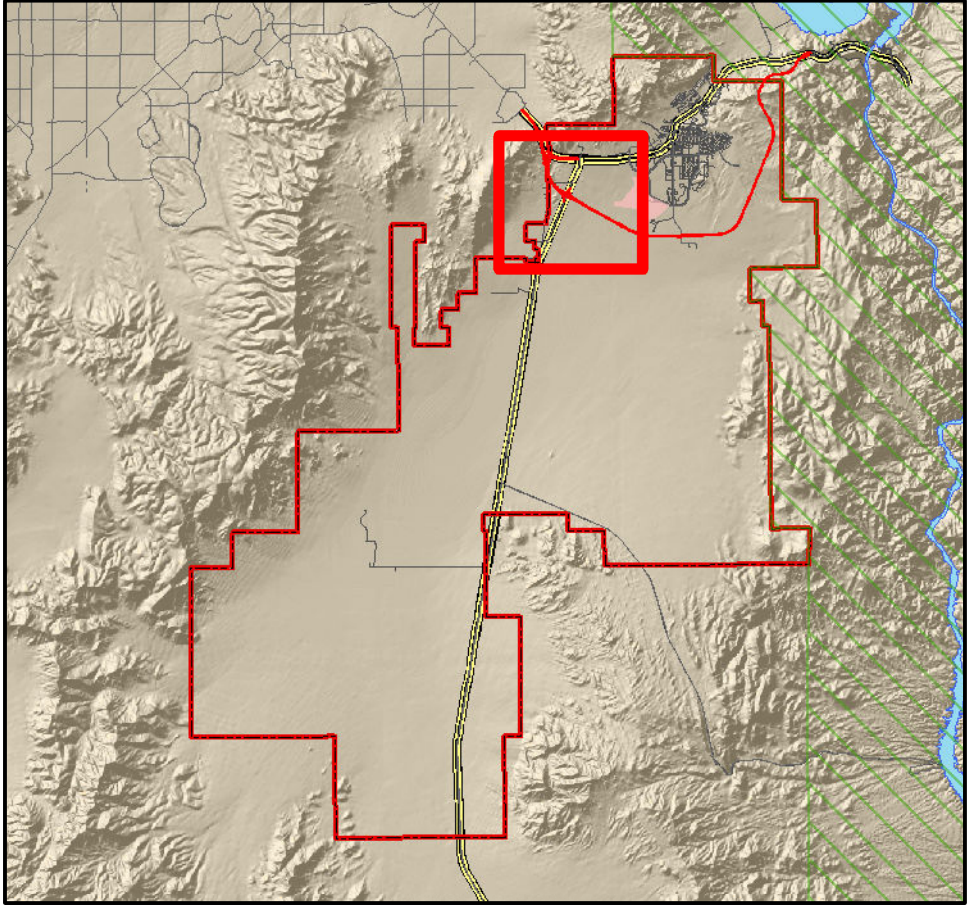
**Legend**

- City Limits
- I-11
- Municipal Airport
- Site to be Appraised
- Solar Lease Areas (existing)
- Lake Mead
- Lake Mead National Recreation Area

N

0 2,500 5,000 Feet

Map created by:  
Brok Armantrout, Manager  
Contracts/Real Estate  
City of Boulder City, Nevada  
Last Revised: September 15, 2021





## **August 2021 Strategic Plan Implementation Action Plan Update**

### **SUBJECT:**

Presentation by Communications Manager Lisa LaPlante regarding the August 2021 Strategic Plan Implementation Action Plan

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item No. 11 Staff Report	Cover Memo
Item No. 11 Action Plan Report	Backup Material
Item No. 11 Presentation	Presentation



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



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WILLIAM GRAY, CFO

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DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting

## 9.28.2021

### Item No. 11

### Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Bryce Boldt, Administrative Services Director

**DATE:** September 28, 2021

**SUBJECT:** Matters pertaining to the Boulder City 2025 Strategic Plan:

Presentation by Lisa LaPlante on the status of the implementation plan

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:**

That the City Council receive the presentation and update of the status of the Boulder City 2025 Strategic Plan.

**Overview:**

- City Council approved the 2025 Boulder City Strategic Plan on December 11, 2018.
- Staff have been reporting out quarterly to the City Council, community progress with plan implementation.
- Tonight will be the tenth PowerPoint presentation update.

**Background Information:** In 2018, Management Partners consulted with the City staff and gathered public input during multiple workshops to develop the 2020-2025 Strategic Plan. Following City Council's approval of the Strategic Plan, staff gathered and began contemplating and contributing to the Implementation Design in February 2019. Goals and Strategies were distilled to action steps with associated timeframes, responsible parties, resources, and measurable success factors. This quarterly presentation provides an update regarding the Implementation Plan.

**Department Recommendation:** The Administrative Services Director respectfully requests that the City Council receive the presentation and updated status of the Boulder City 2025 Strategic Plan.



Boulder City Strategic Plan Goal: All five goals include communications and transparency elements.

Attachments:

- Boulder City 2025 Implementation Action Plan – August 2021 Update
- PowerPoint Presentation

# **Boulder City Strategic Plan**

## **Implementation Action Plan for 2020 to 2025**

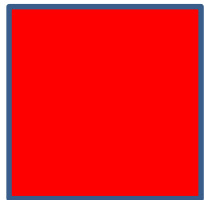
## Implementation Action Plan

Management Partners has developed this Implementation Action Plan to assist Boulder City staff with the phasing and scheduling of goals and strategies in the Strategic Plan. The purpose of this action plan is to enable staff and City leaders to set priorities, timelines and assignments for each of the strategies included in the Strategic Plan. City leaders can use this action plan to keep track of progress and as a tool for reporting progress to the City Council and public.

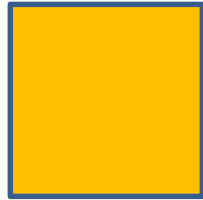
Prudent implementation of most goals and strategies requires “circling back” after the work of completing strategies has begun and fine-tuning the results based on experience.

Color Coding Legend: Please note that in the updates, some of the work is color-coded to show

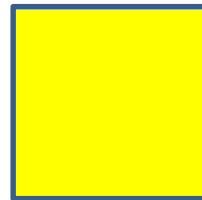
Red: Strategy stopped



Orange: Strategy on hold



Yellow: Strategy in progress



Green: Strategy complete



Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
<b>Goal A: Achieve prudent financial stewardship</b>							
Strategy 1: Balance the budget Action Steps <ul style="list-style-type: none"> <li>Update annually and maintain 5-year financial plan</li> <li>Utilize City financial software to full potential</li> <li>Prepare 5-year expenditure forecast</li> <li>Prepare &amp; adopt annual CIP before operating budget</li> </ul>	<ul style="list-style-type: none"> <li>05.31.19 then ongoing</li> <li>01.01.19 to 02.01.19 then ongoing</li> <li>01.01.19 to 02.28.19 then ongoing</li> <li>07.01.19 to 05.30.20 then ongoing</li> </ul>	Finance Director	All City Department Directors	Yes	Successful achievement of benchmarks and goals, reflecting into clean audit results.	<b>City Council approved a balanced budget on 05.25.21</b>	
Strategy 2: Diversify revenue sources through greater use of grants, self-sustaining funds and leases Action Steps <ul style="list-style-type: none"> <li>Continue to actively pursue all available grants</li> <li>Actively market &amp; sell land around BC golf course</li> <li>Actively market &amp; lease land in urban core</li> <li>Examine and improve revenue streams to promote self-sustaining enterprise funds</li> </ul>	<ul style="list-style-type: none"> <li>05.01.19 to 05.01.20 then ongoing</li> <li>05.01.19 to 12.31.24 then ongoing</li> <li>07.01.21 to 05.30.24 then ongoing</li> <li>07.01.19 to 05.30.24 then ongoing</li> </ul>	Contracts Manager Finance	All City Department Directors	Yes	Increase in revenue streams resulting in less budget constraints.	<b>Stewardship of \$4.2M in CARES Act funds.</b>  <b>Reimbursement of over \$1.2M in COVID expenditures through FEMA.</b>  <b>Council reviewing RFP for Tract 350 for residential infill.</b>  <b>Received \$2500 Grant from SNICC for toddler swim lessons.</b>	<b>Received a grant for Safekey Scholarships from local non-profit Dan Leach Memorial Fund.</b>  <b>Received grants for the Safekey program and Youth Sports program from San Diego Gas &amp; Electric.</b>  <b>Received sponsorship donations for the Youth Sports program from local businesses.</b>
Strategy 3: Ensure budget reserves are 20% of all funds Action Steps <ul style="list-style-type: none"> <li>Monitor to ensure all funds comply with City ordinance on reserve policy</li> </ul>	<ul style="list-style-type: none"> <li>01.01.19 thru 06.30.19 then ongoing</li> </ul>	Budget Manager (previously Chief Accountant) Finance		Yes	Consistent evaluation ensuring ongoing compliance with City ordinance.		

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
Strategy 4: Maintain emergency funds Action Steps <ul style="list-style-type: none"> <li>Fully fund and maintain Emergency Fund as required by ordinance</li> </ul>	<ul style="list-style-type: none"> <li>01.01.19 thru 06.30.19 then ongoing</li> </ul>	Budget Manager (previously Chief Accountant) Finance		Yes	Consistent evaluation ensuring ongoing compliance with City ordinance.		
Strategy 5: Support non-profit and volunteer groups Action Steps <ul style="list-style-type: none"> <li>Calculate and report current value of donated time, materials, and facilities</li> <li>Establish criteria for support</li> <li>Establish benchmarking against other communities</li> </ul>	<ul style="list-style-type: none"> <li>07.01.20 to 06.30.21 then ongoing</li> <li>07.01.19 to 06.30.20 then ongoing</li> <li>07.01.21 to 06.30.22 then ongoing</li> </ul>	Finance Director	Parks and Recreation, Communications, Fire, & Police	Yes	Ongoing review of benchmarks and goals reflecting comparable results with surrounding communities.	<p>Through City Council approval of CARES funds for local non-profits, city was able to support seniors and those seeking rental and utility assistance due to COVID.</p> <p>The city worked with Clark County to provide CDBG funding for Lend a Hand's planned new facility at ABC Park.</p> <p>As part of the City Council FY22 budget approval on 05.25.21, funds were allocated to create two new non-profit gateway signs into the community.</p>	City partnered with the non-profit Damboree Committee and other local non-profits to host the 4th of July Damboree Celebration.

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
Strategy 6: Establish a five-year rolling financial plan Action Steps <ul style="list-style-type: none"> <li>See Strategy 1</li> </ul>	01.01.19 to 05.31.19 then ongoing	Finance Director	All City Departments	Yes	Financial Plan adopted and implemented.		
Strategy 7: Evaluate the value of expenditures for outsourced services Action Steps <ul style="list-style-type: none"> <li>Hire Purchasing Manager</li> <li>Evaluate bringing outsourced services in-house</li> </ul>	01.22.19 Completed 07.01.19 to 06.30.21 then ongoing	Purchasing Manager Finance	All City Departments	Yes	Reduction in expenses creating a measurable improvement in net revenue.	<b>Following issuance of the RFP, the City received 8 proposals for the Golf Course Maintenance Agreement. Secured contract in May.</b>	
Strategy 8: Communicate and share financial successes with the community Action Steps <ul style="list-style-type: none"> <li>Inform Communication Manager of financial success to report</li> </ul>	04.01.19 to 06.01.19 then ongoing	Finance Director	Communications	Yes	Positive feedback on Community forums.	<b>News release, social media and article for publication regarding FY22 budget.</b>	<b>News release and social media on GFOA Distinguished Budget Award in August.</b>
Strategy 9: Adopt and integrate best practices into department's programs and operations Action Steps <ul style="list-style-type: none"> <li>See Strategy 1</li> </ul>	01.01.19 to 05.30.24 then ongoing	Finance Director	All City Departments	Yes	Successful achievement of benchmarks and goals, reflecting into clean audit results.		
Strategy 10: Hire and retain a high-quality staff Action Steps <ul style="list-style-type: none"> <li>Conduct Job Analysis</li> <li>Update Job Specifications</li> <li>Compensation Review</li> </ul>	07.01.20 then ongoing	Finance Director	Personnel	Yes	Highly motivated and engage workforce	<b>Evergreen Solutions was the successful proposal and began collecting data for the study on June 7, 2021. Evergreen is scheduled to meet with the City Council on August 10, 2021 to the study plan.</b>	<b>Evergreen Solutions (ES) met with City Council in August. Council provided direction and ES is currently surveying peer entities regarding total compensation comparatives.</b>



Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
<b>Goal B: Invest in Infrastructure</b>							
Strategy 1: Prioritize Capital Improvement Plan projects to address health and safety while maximizing available funds Action Steps <ul style="list-style-type: none"> <li>Enhance CIP prioritization process</li> <li>Validate priorities annually</li> </ul>	Start: 01.01.19 then ongoing Start: 01.01.19 then ongoing	CIP Coordinator, Public Works	Utilities, Finance, Public Works, Parks, Fire, Police	Yes	Update 2020 CIP	<b>Final adoption of the FY22 CIP was approved at the May 25 City Council Meeting.</b>	CIP Coordinator is in the beginning coordination phases for FY23 CIP development.  CIP Coordinator obtained ClearGov software to enhance the CIP development process
Strategy 2: Maximize the use of outside funding sources for infrastructure Action Steps <ul style="list-style-type: none"> <li>Solicit regional partners for funding (RTC, Flood Control, SNWA)</li> <li>Utilize State lobbyist for potential project funding</li> </ul>	Start: 01.01.19 then ongoing	Public Works Director	Finance, Utilities, Public Works, City Manager, Communications	Yes	Two projects funded - or equipment/supplies received - as a result of efforts to solicit funds	<b>Maximizing the use of outside funding sources for infrastructure is an ongoing action step for Public Works. They work to secure annual maintenance funding along with special project requests. Staff has begun working on annual funding requests with RTC.</b>	<b>Maximizing the use of outside funding sources for infrastructure is an ongoing action step for Public Works. They work to secure annual maintenance funding along with special project requests. Staff has secured FY22 funding requests.</b>
Strategy 3: Prepare and update source documents to guide and inform the Capital Improvement Plan process Action Steps <ul style="list-style-type: none"> <li>Prepare/Update Infrastructure Master Plans and Resource plans</li> <li>Implement in conjunction with Strategy 1</li> </ul>	Start: 07.01.19 then ongoing Start 07.01.19 then ongoing	CIP Coordinator, Public Works	Utilities, Finance, Public Works, Parks, Fire, Police	Yes	Completion of Master Plans and Resource Plans	<b>Continue to utilize Stantec study to formalize a 5-year maintenance plan and prioritize subsequent CIP projects.</b>  <b>Continue to utilize Electric Power Pole Condition and Water/ Sewer Condition assessment to formalize a maintenance plan and prioritize subsequent CIP projects.</b>	<b>Continue to utilize Stantec study to formalize a 5-year maintenance plan and prioritize subsequent CIP projects.</b> Continue to utilize Electric Power Pole Condition and Water/ Sewer Condition assessment to formalize a maintenance plan and prioritize subsequent CIP projects.
Strategy 4: Inventory and prepare a life-cycle cost analysis to guide the efficient replacement or rehabilitation	Start: 01.01.19 End: 01.01.22	City Engineer, Public Works	Utilities, Finance, Public Works	Yes	Completion of Replacement Program and Calendar	<b>Continue to analyze most recent identified CIP needs to determine the next set of studies</b>	<b>Continue to analyze most recent identified CIP needs to determine the next set of studies</b>



Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
of City assets and infrastructure Action Steps <ul style="list-style-type: none"> <li>Complete asset inventory</li> <li>Prepare risk exposure and life cycle cost analyses</li> <li>Develop equipment replacement calendar/program</li> </ul>			Parks, Fire, Police			<b>required to support Strategy 4.</b>  VERF continues to support Strategy 4 with guiding equipment and vehicle replacement for the City.	<b>required to support Strategy 4.</b>  VERF continues to support Strategy 4 with guiding equipment and vehicle replacement for the City. Continue work with Utility Advisory Committee and City Council for budget forecasting for FY23.
Strategy 5: Update the City's Comprehensive Asset Management Plan, including an assessment of current conditions Action Steps <ul style="list-style-type: none"> <li>Update Strategic Asset Management Plan as Strategies 1, 2, 3 and 4 are completed or updated</li> <li>Update Budget Forecasting</li> </ul>	Start: 07.01.20 End: 12.31.22	CIP Coordinator, Public Works	Utilities, Finance, Public Works Parks, Fire, Police	Yes	Update annually with the CIP	<b>Golf Cart Replacement plan for Boulder Creek approved.</b>  Adjusted utility rates with the FY22 budget approval.  Continue work with Utility Advisory Committee and City Council for budget forecasting and to begin planning for FY23.	

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
<b>Goal C: Manage Growth and Development</b>							
Strategy 1: Identify opportunities for new and small-business development that will provide a diverse revenue stream with minimal impact on the quality of life Action Steps <ul style="list-style-type: none"> <li>Foster regional partnerships that diversify our City revenue stream and local economy</li> <li>Identify industries that create synergy with existing local businesses</li> <li>Encourage new and small business development through the creation of a business resource guide and local entrepreneurial innovation center</li> </ul>	Start: 06.01.19 End: 06.01.22	Community Development Director	None	No	Monitor the number of new small businesses started and expanded in Boulder City		<b>Economic Development Director Festekjian has been working with our regional economic development partners to respond to the federal Building Back Better Regional Challenge that will provide resources for infrastructure development, workforce training and support for entrepreneurship. This effort will help encourage new and small business development.</b>
Strategy 2: Create an Economic Development Plan Action Steps <ul style="list-style-type: none"> <li>Work with UNLV, BCEDAC, stakeholders to develop the plan</li> <li>Incorporate measurable, actionable goals in the plan</li> <li>Present plan to City Council for adoption</li> </ul>	Start: 01.15.19 End: 05.30.19	Community Development Director	None	Yes	Completion of the ED Plan Report to City Council each August on community accomplishments identified in the plan		
Strategy 3: Demonstrate adherence to the Controlled Growth Ordinance Action Steps <ul style="list-style-type: none"> <li>Prepare annual report demonstrating compliance for the City Council</li> </ul>	First report 08.13.19 then ongoing	Community Development Director	None	Yes	Submission of annual report each August		

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
<ul style="list-style-type: none"> <li>Educate the community regarding: 1) compliance to the ordinance and 2) benefits of sustainable growth</li> </ul>							
<p>Strategy 4: Determine the best use of available land to advance City goals and priorities</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>Work with Public Works and Utility Departments to identify existing infrastructure capacity</li> <li>Align the City's Land Management Plan with City resources and capacity</li> <li>If needed, present to City Council proposed changes to City's Master Plan that provides alignment</li> </ul>	<p>Start: 06.01.19</p> <p>End: 06.01.22</p>	Community Development Director	Public Works, Utilities	No	City Council Evaluation of the 2021 Land Management Plan (LMP) that shows compliance with the action steps		
<p>Strategy 5: Identify and prioritize areas for residential infill development</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>Work with Public Works and Utility Departments to assess current infrastructure capacity for residential infill development</li> <li>With 2021 LMP, identify city owned properties for residential infill</li> <li>Have Economic Development Coordinator promote identified parcels for targeted residential development</li> </ul>	<p>Start: 02.01.20</p> <p>End: 02.15.21</p>	Community Development Director	Public Works, Utilities, Finance	No	Evaluation of the 2021 Land Management Plan shows compliance with the action steps – implementation of residential marketing campaign	<b>City Council adopted 2021 Land Management Plan (LMP) that focused on infill development.</b>	

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
Strategy 6: Assess the need for mixed-use development within emerging residential areas Action Steps <ul style="list-style-type: none"> <li>Amend the City Code to better accommodate townhome development in Boulder City</li> <li>Evaluate nationwide best practices for successful mixed use development</li> <li>Evaluate and identify potential sites for mixed-use redevelopment and present to City Council for direction including possible zoning</li> <li>Develop a marketing campaign to actively promote those sites for development/redevelopment</li> </ul>	Start: 07.01.20 End: 06.15.21	Community Development Director	Public Works, Utilities	No	Adoption of townhome zoning regulations and implementation of the marketing campaign		
Strategy 7: Promote multi-modal development and connectivity Action Steps <ul style="list-style-type: none"> <li>Continue regional partnerships (e.g. RTC) that identify best practices for multi-modal uses</li> <li>Identify potential public works projects that follow regional and local plans for improved connectivity</li> <li>Amend City's Capital Improvement Plan accordingly</li> </ul>	Start: 07.01.19 End: 06.30.22	Public Works Director	Community Development	No	Monitor RTC ridership- Conduct community survey regarding how residents use mass transit	Public Works is securing annual maintenance funding for multi-modal uses including Bicycle Path Rehabilitations. Staff has begun preparing FY22 funding requests.	Public Works has secured funding from RTC for multi-modal uses including Bicycle Path Rehabilitations FY22 project.
Strategy 8: Create development standards for the business corridors to help acknowledge the City's history Action Steps	Start: 07.01.21 End: 06.30.23	Community Development Director	None	Yes	City Council consideration of new development standards for identified corridors		Worked with Stantec to develop tree and plant list for proposed Title 11 City Code Changes. Seeking public comment in September and October.

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
<ul style="list-style-type: none"> <li>Working with Planning Commission and Historic Preservation Committee, identify businesses with shared history</li> <li>Research applicability of the integration of form based codes in BC</li> <li>Propose to the City Council any proposed changes to Title 11 that would create development standards for identified corridors</li> </ul>							
<p>Strategy 9: Develop a plan to incorporate way-finding and directional signage in business corridors and along thoroughfares</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>Coordinate with outside agencies on a master wayfinding signage program for the City</li> <li>Identify locations for historic storyboards by working with Public Works and the Boulder City Museum and Historical Association</li> <li>Amend Capital Plan to fund implementation</li> </ul>	<p>Start: 07.01.20</p> <p>End: 06.30.22</p>	Community Development Director	Public Works	No	Implementation of wayfinding signage	<p>City Council approved on 05.25.21 as part of the FY22 budget, \$75,000 for the wayfinding study.</p> <p>Also, as part of the FY22 budget approval, the City Council also provided funding for a new gateway community sign.</p>	Staff working on consultant selection to complete this effort within FY22.
<p>Strategy 10: Promote the integration of City resources, including the airport, golf courses, Railroad Pass, Lake Mead, and other regional assets</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>Identify opportunities to bring visitors from Boulder</li> </ul>	<p>Start: 06.01.19</p> <p>End: 06.01.20</p>	Community Development Director	None	No	List of cross promotion marketing plans implemented	<p>Construction of Hemenway Park Expansion/Nature Trail.</p> <p>Hosted College Golf Championships at Boulder Creek.</p>	<p>Collaboration with local businesses and Chamber of Commerce with hosting USA World Softball Championship.</p> <p>Partnering with NV Division of Wildlife on signage for Hemenway Park.</p>

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
City airport, Lake Mead to historic downtown <ul style="list-style-type: none"> <li>Working with local businesses/chamber, develop additional cross promotion opportunities</li> </ul>							
Strategy 11: Designate areas of the Eldorado Dry Lake Bed for preservation Action Steps <ul style="list-style-type: none"> <li>Conduct an evaluation of appropriate recreational uses on the dry lake bed</li> <li>Present findings to the City Council and seek their direction on boundaries for Dry Lake Bed preservation</li> </ul>	Start: 07.01.19 End: 12.31.19	Community Development Director	Parks and Recreation	Yes	Long term preservation of a portion of the dry lake bed		



Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
<b>Goal D: Promote Historic Preservation</b>							
Strategy 1: Develop a mission statement based on state and national standards Action Steps <ul style="list-style-type: none"> <li>Staff to research potential mission statements utilizing state and national resources</li> <li>Present to the HPC committee for consideration</li> <li>Incorporate in Historic Preservation Plan and City code amendments</li> </ul>	Start: 07.01.19 End: 10.30.19	Community Development Director	None	Yes	Mission statement development		
Strategy 2: Develop an Historic Preservation Plan Action Steps <ul style="list-style-type: none"> <li>Create a Historic Preservation and Cultural Affairs division and hire Manager</li> <li>Work with Historic Preservation Committee and Stakeholders to develop the plan that incorporates measurable, actionable goals in the plan</li> <li>Present plan to City Council for adoption</li> </ul>	Start: 07.01.19 End: 06.30.20	Community Development Director	None	No	City adoption of the Historic Preservation Plan Successful implementation of plan action items		<b>City Council on 08.24.21 adopted the Boulder City Historic Preservation Plan with measurable, actionable goals for implementation over a five year period.</b>
Strategy 3: Explore adding new Historic Preservation Districts (e.g., old Airport) Action Steps <ul style="list-style-type: none"> <li>Achieve CLG designation with Nevada SHPO – <b>DONE AUGUST 2019</b></li> <li>Work with stakeholders, property owners, HPC to</li> </ul>	Start: 02.15.19 End: 06.30.21	Community Development Director	None	No	Evaluation of the number of districts presented to the City Council for consideration	<b>Draft Historic Preservation Plan makes recommendations on the creation and process for new historic districts. After final Historic Preservation review, draft plan will be presented to the City Council in Fall 2021.</b>	



Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
identify potential districts <ul style="list-style-type: none"> <li>• Use Grant monies to survey properties in proposed districts</li> <li>• Present proposed districts to City Council for consideration</li> </ul>							
Strategy 4: Amend existing codes to achieve historic preservation goals Action Steps <ul style="list-style-type: none"> <li>• Complete Historic Preservation Plan</li> <li>• Research nationwide best practices for historic preservation districts</li> <li>• Working with Historic Preservation Committee, Property Owners and Stakeholders, present recommend changes to City code</li> </ul>	Start: 07.01.19 End: 06.30.21	Community Development Director	None	No	Amendment to the Historic Preservation Code	Ad Hoc Committee has held four meetings since its creation by the City Council in 2020. Staff is preparing for two open houses in June to answer public questions regarding the draft plan.	
Strategy 5: Identify financial incentives to promote historic preservation Action Steps <ul style="list-style-type: none"> <li>• Develop a new RDA grant that encourages renovation of historically significant buildings in the district</li> <li>• Explore other potential incentives that promote historic preservation</li> <li>• Present alternatives to City Council for consideration</li> </ul>	Start: 07.01.19 End: 06.30.20	Community Development Director	None	No	Benchmark grants provided through new RDA program	As part of FY22 budget, City Council approved \$100,000 for a new grant program to incentivize homeowners to restore homes following the Secretary of Interior's design guidelines.	

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
Strategy 6: Promote economic development through historic preservation Action Steps <ul style="list-style-type: none"> <li>• Prepare a white paper on economic development benefits of historic districts</li> <li>• Develop a marketing campaign that highlights BC unique historic assets</li> </ul>	Start: 07.01.19 End: 06.30.22	Community Development Director	Communications Manager	No	Benchmark assess value of historic district properties to monitor increases		
Strategy 7: Develop an educational campaign about the many historic artifacts in Boulder City Action Steps <ul style="list-style-type: none"> <li>• Have Historic and Cultural Affairs position reach out to community to identify existing historic artifacts</li> <li>• Develop the educational campaign</li> <li>• Promote to the community to educate citizens on existing resources</li> <li>• Explore opportunities for collection and display of resources in the community either through physical (e.g. museum) or electronic means</li> </ul>	Start: 07.01.22 End: 06.30.24	Community Development Director	None	No	Development of a historic artifact inventory  <b>STRATEGY PLACED ON HOLD IN 2019</b>		
Strategy 8: Identify historic buildings to repurpose and reuse as appropriate for a given area Action Steps <ul style="list-style-type: none"> <li>• Complete Stantec Study that evaluates City needs</li> </ul>	Start: 01.05.19 End: 01.05.24	Community Development Director	Public Works	Yes	Track the number of historic buildings that have been repurposed – Track the RDA \$	As part of the approved FY22 budget, the City Council approved the use of approximately \$450,000 to conduct a study, apply for grant funding and restore	CCCHP application will be provided by SHPO this fall with an application deadline of early 2022. Staff working on hiring consultant for Historic Structure Report and Treatment Plan. Plan to be

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available?	Success Factors	May 2021	August 2021
for City owned historic buildings <ul style="list-style-type: none"> <li>• Research successful examples of adaptive reuse of historic buildings</li> <li>• Prepare RFI's to solicit interest in adaptive reuse of City owned historic buildings</li> <li>• Promote City's new RDA Grant program to encourage reuse of public and privately owned historic buildings</li> </ul>					used to reinvest in historic buildings	the historic water filtration plant.	completed prior to CCCHP grant application submittal for historic water filtration plant project.

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
Goal E: Sustain a High Level of Public Safety Services	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK	FIRE RED PD BLUE COURT BLACK
<b>Strategy 1: Recruit and retain highly trained public safety staff</b> <b>Action Steps</b> <ul style="list-style-type: none"> <li>(1) Develop/fund positional recruitment programs that target potential candidates, simplifies testing and background procedures, thereby expediting the hiring process.</li> <li>(2) Update job descriptions to ensure reflection of current position expectations and duties.</li> <li>(3) Establish a training program that encourages learning, ensure skill proficiency, and promotes career development.</li> </ul>	(1) Start: 07.01.20 End: 06.30.21 (2) Start: 02.01.19 End: 06.30.19 (3) Start: 07.01.19 End: 12.31.20 (1) Start: 07.01.19 End: 09.01.20 (2) Start: 05.01.19 End: 12.31.25 (3) then ongoing	(1) Fire Chief (2) Fire Chief (3) Fire Chief  (1) Police Chief  (2) Police CDR  (3) Police Chief	(1) Personnel (2) Personnel  (1) Personnel  (2) Personnel	(1) No (2) Yes (3) Yes  (1) Yes  (2) Yes  (3) Yes	(1) Establish/maintain an 80% Candidate satisfaction survey program. (2) Completed project on/or before the end of FY19. (3) Identify programs designed to promote career development, core components, create a training calendar, and successfully fulfill all annually required fire & EMS training requirements. (1) Deploy Recruitment Teams to regional employment events, colleges, etc., and see appropriate applicant responses. (1) Single application process incorporating all requirements-HR, PD, POST (1) Reduce testing, hiring process by 50% to max 3 months (2) Accomplish a comprehensive update of all current positions, archive obsolete-annually (2) Establish an annual proves to update online job	(3) The fire department now has an annual training plan that meets or exceeds national standards. The plan directs all training during the year to help ensure all members maintain a high level of training and competency.	(1) The fire department continues to increase the training level and proficiency of the members of the department. So far in 2021, eight firefighters have been sent to hazmat technician training and two to rope rescue technician training. This will continue in 2022 and 2023 to ensure the department has a highly training response force.  (1) The most recent fire cadet academy was given a post-graduation survey and the department scored a 100% satisfaction rating.  (1) Our recruitment personnel have completed several recruiting videos that have been posted to social media  (3) All of our training programs, police and procedures have been updated to meet the revised training requirements imposed by the last legislative session.  (3) All personnel are on track to meet all of the training requirements

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
					descriptions listing yearly (3) All training programs and requirements meet or exceed current POST and industry standards. (3) All personnel meet or exceed positional training requirements		
<b>Strategy 2: Ensure adequate staffing</b> <b>Action Steps</b> <ul style="list-style-type: none"> <li>(1) Develop comprehensive staffing plan based on expectations and recognized standards.</li> <li>(2) Provide funding to hire and achieve established staffing plan.</li> </ul>	(1) Start: 05.25.20 End: 06.30.21 (2) Start: 05.25.20 End: 06.30.21  (1) Start: 01.01.19 then ongoing  (2) 07.01.19 then ongoing	(1) Fire Chief (2) Fire Chief  (1) Police Chief	(1) None (2) Council, City Manager & Finance (1) CM, Personnel  (2) Council City Manager & Finance	(1) TBD (2) TBD  (1) Yes  (2) TBD	Utilizing established response expectations establish and fund a staffing model that maintains a high level of public safety services.  (1) Ensure staffing meets recognized standards, expectations, legal requirements and workload norms. (1) Ensure personnel are working within the duties of their job descriptions (2) Appropriate funding sources/resources are identified and engaged to meet/sustain approved staffing plan(s) on established timelines	(1) The fire department is in the process of testing and/or recruiting for a captain that will oversee the training department and a fire analyst. These positions were frozen in last year's budget and will help the training and EMS programs to move forward significantly. The department is still working to identify how to better meet the fire inspection needs for the city.  (2) The fire department is continuing to work on the community risk assessment, standard of cover, and future staffing needs. This will be presented to city council upon completion.  (1) The Police Department recently promoted several employees to fill middle- and upper-level openings.	(1) The fire department successfully recruited, tested, and hired two highly qualified people to serve in the administration. This includes a captain that will oversee training and safety and a fire analyst.  (2) The fire department completed the 2021 Community Risk Assessment. This critical document identifies the specific risks with Boulder City and allow the department to better prepare for incidents.

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
<b>Strategy 3: Define and disseminate standards to ensure a high level of public safety services</b> <b>Action Steps</b> <ul style="list-style-type: none"> <li>• (1) Establish policy and/or standards that maintain a high level of public safety services.</li> <li>• (2) Establish public education programs that promote the importance of providing a high level of public safety services.</li> <li>• (3) Adopt life safety codes and standards that protect the health, safety, and welfare of the citizens and visitors of Boulder City.</li> <li>• (4) Ensure the following categories are incorporated into the emergency management program: training, plan development and implementation, and drills.</li> </ul>	<b>(1) Start: 07.01.20 End: 06.30.21</b> <b>(2) Start: 07.01.20 End: 06.30.22</b> <b>(3) Start: 06.28.20 then ongoing</b> <b>(4) Start: 03.15.2020 then ongoing</b>	<b>(1) Fire Chief</b> <b>(2) Division Chief</b> <b>(3) Fire Chief</b> <b>(4) Fire Chief</b>	<b>(1) None</b> <b>(2) None</b> <b>(3) Community Development</b> <b>(4) None</b>	<b>(1) Yes</b>  <b>(2) No</b> <b>(3) Yes</b>  <b>(4) Yes</b>	<b>(1) Create and annually evaluate response and Standards of Cover policy that will ensure a high level of public safety services.</b> <b>(2) Prepare and conduct 20 public safety education events annually.</b> <b>(3) As defined by the International Code Council and local code officials, adopt recognized codes that will protect the citizens, visitors, and public safety personnel who serve and protect the community.</b> <b>(4) Annually review/revise the all-hazard emergency operations plan to ensure proper training, plan development, implementation drills requirements are being fulfilled.</b>	<b>(1) The fire department has updated or rewritten approximately 50% of the policies, procedures, and guiding documents.</b>  <b>(2) The fire prevention program has been moved into the newly created community risk reduction program. This all hazard prevention program will better meet the risk reduction needs of the city.</b>	<b>(1) The fire department has adopted a new, 20-class incident command course that is being given to all the captains and chief officers. This will also be offered to all acting captains and will increase safety on all emergency scenes.</b>  <b>(2) The fire department has updated or rewritten approximately 60% of the policies, procedures, and guiding documents.</b>  <b>(3) The fire department adopted the 2018 International Fire Codes and regional amendments.</b>
	<b>(1) 01.01.19 then ongoing</b>	<b>(1) Police Chief</b>	<b>(2) Communications Manager</b>	<b>(1) Yes</b>			
	<b>(2) Start: 01.01.20 End: 01.01.21</b>	<b>(2) Police CDR</b>		<b>(2) Yes</b>			
	<b>(3) 01.01.19 then ongoing</b>	<b>(3) Police Chief</b>	<b>(3) Council, City Manager, City Attorney, City Clerk</b>	<b>(3) Yes</b>			
	<b>(4) Start: 02.01.19 then ongoing</b>	<b>(4) Police Chief</b>	<b>(4) City Manager, Fire</b>	<b>(4) Yes</b>	<b>(1) Annual review process in-place to ensure all policies, general orders and SOPs are in-line with legal requires, POST and industry standards.</b>		

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
					<p>(2) Ongoing programs are updated and are efficiently and effectively reaching targeted audiences.</p> <p>(3) City ordinances falling to the Police Department for enforcement are legally sufficient, meet court standards and are relevant.</p> <p>(4) Same as 4 above</p>		
<p>Strategy 4: Support a unified approach to police, fire, courts, and code enforcement</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>(1) Deconflict policies/procedures to minimize inefficiencies and/or operational/administrative conflicts while ensuring proper separation, impartiality, and objectivity between departments.</li> </ul>	<p>(1) Start: 05.01.20 End: ongoing</p> <p>(1) Start: 01.01.20 then ongoing</p>	<p>(1) Fire Chief</p> <p>(1) Police Chief</p>	<p>(1) None</p> <p>(1) City Manager, City Attorney, Court</p>	<p>(1) Yes</p> <p>(1) Yes</p>	<p>(1) Create a working group and annually evaluate policies/procedures that will improve the interagency efficiencies associated with public safety.</p> <p>(1) Working Group/processes established that can accomplish appropriate policy decisions.</p> <p>(1) Protocols established for reviews permitted under separation of powers requirements.</p>		<p>(1) The fire department participates in the Southern Nevada Fire Officers (SNFO) group. This group includes deputy fire chiefs for each of the regional fire departments that work to ensure consistency in emergency response.</p>
<p>Strategy 5: Identify and embrace the latest technology to improve effectiveness and efficiency of public safety services</p>	<p>(1) Start: 01.01.19 then ongoing</p> <p>(2) 07.01.19 then ongoing</p>	<p>(1) Fire Chief</p> <p>(2) Fire Chief</p>	<p>(1) None</p> <p>(2) Code Enforcement, Courts &amp; CA</p>	<p>(1) No</p> <p>(2) No</p>	<p>(1) During the annual budget process, recommend technology upgrades that will advance the</p>		<p>(1) The fire department is in the process of purchasing updated self-contained breathing apparatus for use in</p>

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
<b>Action Steps</b> <ul style="list-style-type: none"> <li>(1) Research and recommend the purchase of technologically advanced public safety equipment and software.</li> <li>(2) Develop an interagency technology, strategy and oversight public safety centric management group to deconflict technology issues while developing and managing long-range integrated plans.</li> </ul>	(1) Start: 01.01.19 then ongoing (2) Start: 10.01.19 then ongoing	(1) Police CDR (2) Police CDR	(1) IT, Finance (2) IT, Finance, Fire, City Attorney, Courts	(1) TBD (2) Yes	level of public safety services provided. (2) Establish/update annually a five-year interagency technology plan. (1) Technology is up-to-date, relevant, efficient and effective (2) Comprehensive management group established with appropriate personnel		firefighting and other unsafe atmospheres. The new equipment is state of the art and will help provide a safer work environment for the firefighters.  (1) The Police Department started the process of updating outdated and obsolete critical micro-wave communications system that is essential for our public safety radio system.  (1) A recent review by the US Department of Justice has found our in-vehicle mobile computer system (the receiving end of the CAD system for managing calls and events) is outdated and does not meet current DOJ standards. We have started the process to update the obsolete equipment.
<b>Strategy 6: Communicate and celebrate the low crime rate and other service excellence</b> <b>Action Steps</b> <ul style="list-style-type: none"> <li>(1) Through established media resources and Council reports, promote the ongoing achievements associated with established public safety success measures.</li> </ul>	(1) Start: 03.01.20 then ongoing (1) Start: 02.01.19 then ongoing (1) Start: 01.01.20 End: 12.31.20	(1) Fire Chief (1) Judge (1) Police CDR	(1) Communications Manager 1) Communications Manager	(1) Yes (1) Yes (1)TBD	(1) Provide two public safety updates per quarter. (1) Communicate to the community the effectiveness of the Breaking the Cycle Court and other Alternative Sentencing Programs used by the Municipal Court	(1) The fire department has leveraged the data from the new record management system to better track and improve the response time performance from the time a person calls 911 until the fire department is on scene; a collaborative effort between the fire department and the police	(1) The fire department is giving the annual fire department report on September 14th. This presentation will brief the City Council and the community on the department's accomplishments during the past year as well as the response performance.



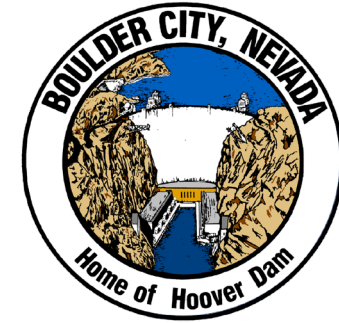
Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
					<p>which are designed to reduce recidivism.</p> <p>(1) Appropriate information is disseminated in a timely, efficient and effective manner reaching the intended audience.</p>	<p><b>department communication center.</b></p> <p>1) Shared images and stories of recent BTC Graduates on social media; plans for summer gatherings with BTC Graduates are in the works.</p> <p>(1) News releases on Local Control, mask updates.</p>	<p>(1) PD provided the 2020 crime statistics in an oral report to Council. Boulder City has retained its position as the lowest crime rate in the state.</p>
<p>Strategy 7: Promote inter-agency support and collaboration</p> <p>Action Steps</p> <ul style="list-style-type: none"> <li>(1) Identify and create cooperative agreements associated with the execution of established emergency response policies.</li> <li>(2) Develop coordinated process to maintain appropriate participation and representation on regional governing boards, task forces, operations, and planning groups.</li> </ul>	<p>(1) Start: 07.01.19 then ongoing</p> <p>(2) 02.01.19 then ongoing</p> <p>(1) Start: 01.01.19 then ongoing</p> <p>(2) Start: 01.01.19 then ongoing</p>	<p>(1) Fire Chief</p> <p>(2) Fire Chief</p> <p>(1) Police Chief</p> <p>(2) Police Chief</p>	<p>(1) Yes</p> <p>(2) None</p> <p>(1) Varies</p>	<p>(1) Yes</p> <p>(2) Yes</p> <p>(1) Yes</p> <p>(2) Yes</p>	<p>(1) Review, revise, and/or develop necessary emergency response policies on an annual basis.</p> <p>(2) Evaluate and assign representation as deemed necessary on an annual basis.</p> <p>(1) MOUs/contracts/agreements and other related protocols are up to date with established appropriate review and update timetables</p> <p>(2) Police Department has appropriate representation and participation.</p>		<p>(1) The fire department meets on a regular basis with the police commander and the police communication center manager to discuss and collaborate on the 9-1-1 dispatch procedures.</p> <p>(2) The fire department is part of the regional Urban Area Security Initiative (UASI), the Local Emergency Planning Committee (LEPC), and regional fire chief group.</p> <p>(1) PD recently engaged with other regional agencies in a regional mutual aid assistance Interlocal agreement</p> <p>(2) PD continues with representation on the regional HIDTA board, the El Dorado Valley Training Board, The Regional communications SNAC Board, the regional Law Enforcement Coordinating</p>

Goal and Strategies	Anticipated Date to Begin/Anticipated Date to End	Lead Staff Person (include title and department)	Other Departments Involved	Budget/ Resources Available? (Yes/No)	Success Factors	May 2021	August 2021
							Committee comprised of the leadership of Federal, State and local law enforcement agencies. The police chief has been reappointed by Gov Sisolak to the NV Police Officers Standards and Training Commission as a POST Commissioner.

# CITY OF BOULDER CITY

STRATEGIC PLAN 2020 TO 2025:

IMPLEMENTATION PLAN - SEPTEMBER 28, 2021



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# VISION STATEMENT

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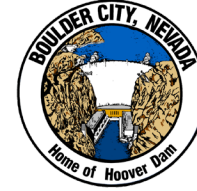


- The City of Boulder City is committed to preserving its status as a small town, with a small-town charm, historical heritage and unique identity, while proactively addressing our needs and enhancing our quality of life.

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# MISSION STATEMENT

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- The City of Boulder City's mission is to deliver outstanding services to enhance the quality of life within our community, our economic vitality, and the safety of those who reside, work in, visit, or travel through our community.

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# CORE VALUES






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- Accessible, Caring and Responsible Customer Service
- Fiscal Responsibility
- Integrity
- Professional Excellence
- Transparent Communication
- Openness to Innovation and Technology



# GOALS

- Achieve Prudent Financial Stewardship – 10 Strategies  
55%
- Invest in Infrastructure – 5 Strategies  
55%
- Manage Growth and Development – 11 Strategies  
55%
- Promote Historic Preservation – 8 Strategies  
55%
- Sustain a High Level of Public Safety Services – 7 Strategies  
55%

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# ACHIEVE PRUDENT FINANCIAL STEWARDSHIP

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- Strategy 2: Tract 350 RFP; Safekey & Youth Program Grants
- Strategy 5: Damboree Committee & Other NPOs
- Strategy 10: Evergreen Solutions received Council Direction



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# INVEST IN INFRASTRUCTURE

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- Strategy 4: VERN guides equipment & vehicle replacement
- Strategy 5: Budget forecasting for FY23 with City Council and the Utility Advisory Committee

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# MANAGE GROWTH AND DEVELOPMENT

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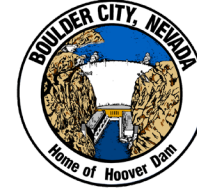


- Strategy 1: Federal Build Back Better Regional Challenge that will provide resources to the region
- Strategy 8: Securing funds for multi-modal uses, Bike Paths
- Strategy 8: Title 11 City Code Proposed Changes

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# PROMOTE HISTORIC PRESERVATION

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- Strategy 3: Recommendations on new historic districts
- Strategy 4: Ad Hoc Committee meetings to continue in Fall
- Strategy 6: Ad Hoc Committee meetings to continue in Fall
- Strategy 8: Steps for grants for water filtration plant project

# SUSTAIN A HIGH LEVEL OF PUBLIC SAFETY SERVICES

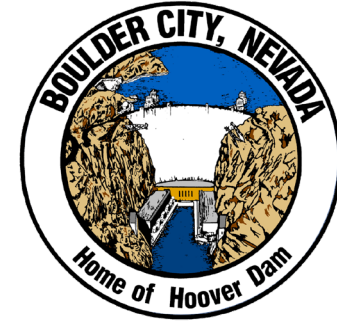


- Strategy 1: FD - Fire Cadet Academy survey: 100%
- Strategy 1: PD - Recruiting videos completed and shared
- Strategy 5: FD - Self-contained breathing apparatus
- Strategy 5: PD – Updating communications equipment

# CITY OF BOULDER CITY

STRATEGIC PLAN 2020 TO 2025:

IMPLEMENTATION PLAN – SEPTEMBER 28, 2021



[www.bcnv.org/stratplan](http://www.bcnv.org/stratplan)

Questions?

**B1907 - Land Sale on Claremont**

**SUBJECT:**

For possible action: Consideration of Bill No. 1907, an ordinance of the City of Boulder City, Nevada approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
📎 Staff Report	Cover Memo
📎 Bill No 1907	Ordinance
📎 Agreement No 21-1943	Exhibit
📎 Agreement Information Form	Backup Material
📎 Tract 355 Map	Backup Material
📎 City prepared location map	Backup Material



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**UTILITIES DIRECTOR (ACTING):**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 12 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Diane Pelletier, Finance Director

**DATE:** September 28, 2021

**SUBJECT:** For Possible Action: Consideration of Bill No. 1907, an ordinance of the City of Boulder City approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** It is requested that the City Council consider Bill No. 1907, which approves land sales Agreement No. 21-1943 between the City and Mark Wells for land adjacent to 383 Claremont Street.

## **Overview:**

- Mark Wells filed a request to purchase approximately 3650 square feet of land adjacent to his parcel at 383 Claremont Street
- City Council authorized the appraisal to be conducted under Resolution No. 7211 on January 12, 2021
- The average of the two appraisals for the requested purchase is \$36,300
- City prepared Tract 355 to sell to Mr. Wells and incorporated into the Sales Agreement

**Background Information:** Mark Wells, who owns a vacant lot located at 383 Claremont Street, filed a request with the City to purchase a triangular-shaped piece of property from the city immediately adjacent to his parcel on the east side. The City Council considered the initial

request and authorized the appraisal of the requested land to be purchased under Resolution No. 7211 at the regular meeting held on January 12, 2021.

As required by Nevada Revised Statutes, the City then ordered two appraisals. State Law requires that the minimum acceptable sales price be the average of the two appraisals. Approximately 8 weeks later, the two appraisals came back. The average sales price of the two appraisals came in at \$36,500 (\$14,600 and \$58,000 were the two appraisal values). Mr. Wells was notified of the sales price, and the City then ordered a formal survey of the parcel to be sold, the creation of a legal description, and preparation of the Tract Map – all necessary steps to be completed prior to the approval of the land sales agreement.

The Community Development Department and Public Works Department worked with Radig Engineering to develop the Tract Map. Preparation of the map included the abandonment of an existing easement and relocating the easement to the proposed east side of the new tract.

Agreement No. 21-1943 has been prepared with the sales price of \$36,500 for 3,660.98 square feet of land. Upon approval of the sales agreement, the City will prepare a quitclaim deed and record both documents with the County Recorder. The final sales price includes the cost of the two appraisals, the cost of the tract map preparation, and recording costs.

Financial: The City will receive the following at closing:

<b>Payment</b>	<b>Capital Improvement Fund</b>	<b>Land Development Fund</b>	<b>Total</b>
Land Sales Price	\$35,770	\$730	\$36,500
Appraisals <sup>1</sup>		4,000	4,000
Parcel Map <sup>1</sup>		4,800	4,800
Real Estate Transfer Tax <sup>2</sup>		186	186
<b>TOTAL</b>	<b>\$35,770</b>	<b>\$9,716</b>	<b>\$45,486</b>

Notes:

1. Appraisals and Parcel Map payments are reimbursements to the Land Development Fund
2. This will be paid to the County upon the recording of the Sales Contract and Quit Claim Deed. The Land Development Fund holds the money until it is paid.

Boulder City Strategic Plan Goal: The request is consistent with Goal C: Manage Growth and Development



Other: Claremont Street currently ends as a cul-de-sac. The cul-de-sac improvements are temporary and not dedicated as a formal right-of-way. Long-term, it is planned that the street will eventually be extended and either directly or indirectly be connected with Nevada Way as part of a future residential development. Timing for the release of City land for development has not been discussed nor determined.

The parcel being purchased is bordered on the east side by a small hill. Across the rear of the lot adjacent to the city parcel to be purchased is the sanitary sewer line for this side of Claremont.

The lot being purchased will be combined with the existing lot, creating a total lot size of 19,336 square feet. The minimum lot size for this zoning district (R1-15) is 15,000 square feet. The new lot width will be 160 feet (required minimum lot width is 100 feet). The new lot size dimensions will not be so large as to allow for a future lot split due to insufficient square footage and lot width. In comparison, the average lot size for homes on the north side of Claremont is 27,000 square feet, with the smallest being 20,701 square feet, and the average lot width is 194.5 feet, with the smallest being at 155 feet wide. The new lot size dimensions, while large for the minimum standards for the R1-15 zoning district, will be the smallest home lot for this side of the street and be average for lot width.

Department Recommendation: The Finance Department recommends that the City Council consider Bill No. 1907, approving land sales Agreement No. 21-1943 between the City and Mark Wells for approximately 3,660 square feet of land immediately adjacent to 383 Claremont Street.

Attachment:

Bill No. 1907

Agreement No. 21-1943

Agreement Information Form

Tract 355 Map

Staff Prepared Location Map

Introduced by: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BOULDER CITY APPROVING AGREEMENT NO. 21-1943, A LAND SALES AGREEMENT BETWEEN THE CITY OF BOULDER CITY AND MARK WELLS FOR APPROXIMATELY 3,661 SQUARE FEET OF LAND, ALSO KNOWN AS TRACT 355, IMMEDIATELY ADJACENT TO 383 CLAREMONT STREET

The City Council of Boulder City do ordain:

Section 1. That Boulder City, Nevada does by this Ordinance hereby approve Agreement No. 21-1943 by and between Mark Wells, and the City of Boulder City for the purchase of approximately 3,660.87 square feet of land immediately adjacent to 383 Claremont Street.

Section 2. The City Council finds that the land sale is in the best interest of the City and the real property is a parcel that, as a result of its size, is too small to establish an economically viable use by anyone other than Mark Wells who owns real property adjacent to the real property.

Section 3. VALIDITY. Each section and each provision or requirement of any section of this ordinance shall be considered separable and the invalidity of any portion shall not affect the validity or enforceability of any other portion.

Section 4. PUBLICATION. The City Clerk shall cause this Ordinance to be published in summary on Friday, the \_\_\_\_\_ day of \_\_\_\_\_ 2021, in the *Las Vegas Review Journal*, a daily newspaper, published in Las Vegas, Nevada.

Section 5. EFFECTIVE. This Ordinance shall become effective, after its approval and publication, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
Kiernan McManus, Mayor

\_\_\_\_\_  
Tami McKay, City Clerk

The foregoing Ordinance was first proposed and read by title to the City Council on the 14th day of September, 2021, which was a regular meeting; thereafter, on the 28th day of September 2021, a regular meeting was held and the proposed Ordinance was adopted by the following vote:

VOTING AYE:

VOTING NAY:

ABSENT:

APPROVED:

ATTEST:

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Kiernan McManus, Mayor

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Tami McKay, City Clerk

**LAND PURCHASE AND SALE AGREEMENT**  
**Boulder City Agreement No. 21-1943**

The parties make this agreement this \_\_\_\_th day of \_\_\_\_\_, 2021. This Agreement supersedes and replaces all obligations made in any prior contract to purchase or agreement for sale entered into by the parties.

1. **Parties:** The City of Boulder City, Nevada, a Nevada municipal corporation, the "SELLER," and Mark Wells, the "BUYER." The BUYER agrees to buy the premises described in paragraph 2 on the terms set forth below.
2. **Description of the Premises:** The premises consist of vacant land containing approximately 3,660.87 square feet, more or less, described as:

LEGAL DESCRIPTION  
TRACT 355

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, IN TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6-B, BLOCK 1, AS PER FILE 111, PAGE 83 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE SOUTH 6°52'00" EAST 136.19 FEET TO A POINT ON A CURVE CONCAVE THE SOUTH HAVING A RADIUS OF 45.00 FEET (RADIAL BEARINGS NORTH 5°38'59" EAST AND NORTH 34°29'45" WEST); THENCE SOUTHWESTERLY 31.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°08'44" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 35.00 FEET (RADIAL BEARINGS SOUTH 34°29'45" EAST AND SOUTH 2°51'10" WEST); THENCE SOUTHWESTERLY 22.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°20'55" TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 810.00 FEET (RADIAL BEARINGS SOUTH 2°51'10" WEST AND SOUTH 2°57'07" WEST); THENCE WESTERLY 1.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°05'57" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CLAREMONT STREET; THENCE NORTH 13°48'17" EAST 153.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,660.87 SQUARE FEET OR 0.08 ACRES MORE OF LESS.

Prepared by:  
Richard A. Ariotti, Nevada P.L.S. No. 7953  
Acting as Agent for:

E.G. Radig, Inc.  
1577 Foothill Drive #1  
Boulder City, NV 89005  
Phone: (702) 293-3330  
Fax: (702) 293-61535

3. **Purchase Price:** The purchase price for the premises is Thirty-Six Thousand Three Hundred Dollars (\$36,300) plus all costs related to closing. The purchase price and all costs related to closing shall be paid in its entirety in cash at the time of closing the sale.
4. **Performance:** Closing shall take place at Boulder City Hall within thirty (30) days from the effective date of this Agreement. On closing the SELLER shall deliver the deed conveying Seller's right, title, and interest in the Property to the Buyer, at which time the BUYER shall pay the entire purchase price plus all costs related to closing.
5. **Title:** The SELLER shall convey the premises by a good and sufficient quitclaim deed running to the BUYER, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:
  - a. Federal, state, and local laws, ordinances, bylaws, rules, and regulations regulating the use of land, including building codes, zoning bylaws, health, and environmental laws;
  - b. Utility easements as more fully set forth herein; and
6. **Acceptance of Deed:** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance. The BUYER shall also have the right to accept the Premises in the then-current condition and to pay the purchase price without reduction of price. Acceptance of a deed by the BUYER shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement. Notwithstanding the foregoing, all reservations of rights of the SELLER shall survive delivery of the deed.
7. **Utility Easements:** The SELLER and the BUYER acknowledge the existence or need for water, sewer, electric, drainage, gas, cable television, and telephone

utilities and easements therefore on and under the property or adjacent properties and agree as follows:

- a. All such utilities and easements shall remain in place, and maintenance shall continue to be the responsibility of the present owners thereof. The BUYER agrees and covenants to grant all necessary easements to the SELLER as determined by the SELLER or any other utility needing easements on the property.
- b. In the event that BUYER desires to relocate, remove or eliminate such utilities or easements, approval of the present owners thereof must be obtained and the cost of such relocation, removal, or elimination shall be borne by the BUYER.

**8. CONDITIONS TO BE SATISFIED WITHIN 180 DAYS OF PURCHASE BY BUYER:**

BUYER at his expense, shall, within one hundred eighty days (180 days), combine this parcel with the adjacent parcel, known as assessors parcel 186-04-701-005, along with the creation of the necessary subdivision amendment map, and any required rezoning and master plan amendments to ensure the entire revised parcel shares the same zoning and master plan designations. This provision shall survive delivery of the deed.

**9. Reservation of Rights:**

- a. SELLER reserves all of the mineral and water rights in the Property, including all water, oil, gas, and any other minerals on, in, and under the Property.
- b. The quitclaim deed to be issued to BUYER shall contain a reservation and exception of the aforesaid water and mineral rights.
- c. The city, however, shall not have the right of surface entry with respect to the aforesaid water and mineral rights.

**10. Warranties, Representations, and Exclusions:**

- a. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement.
- b. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement.
- c. BUYER has been afforded by the SELLER the opportunity to enter on the property and make or cause to be made engineering tests, percolating studies, and any other desired evaluations of the Property.
- d. BUYER acknowledges and agrees that the quality, character, and condition of the property, surface, and subterranean, is satisfactory for the uses contemplated by BUYER under this Agreement.

- e. BUYER further acknowledges and agrees that the SELLER makes no guaranty, warranty, or representation, express or implied, as to the quality, character, or condition of the Property, surface or subterranean, for any use contemplated by this Agreement or for any other use.
- f. BUYER may, at its own expense, obtain a Phase I environmental audit conducted by a qualified investigator and investigate the feasibility of developing the property. If the Phase I environmental audit is not satisfactory to BUYER, then BUYER shall have the option, prior to closing, to cancel this Agreement. This audit and feasibility study must be completed prior to closing.

#### **11. Construction of Agreement:**

- a. This Agreement may be executed in counterparts.
- b. Signatures transmitted by facsimile shall have the effect of original signatures.
- c. This Agreement shall be construed as a Nevada contract, interpreted in accordance with the laws of the state of Nevada.
- d. BUYER agrees to comply with applicable laws, regulations, and requirements relating to the property.
- e. The relationship of the parties hereto is restricted to the SELLER and the BUYER. Nothing contained herein shall be construed as creating any rights or benefits for any third party, or a relationship of principal and agent, employer and employee, principal and broker, partners, donor, and donee, or any relationship whatsoever except that of SELLER and BUYER.
- f. This Agreement shall not be effective or binding until it has been approved by the City Council by ordinance and properly executed in accordance therewith.
- g. This Agreement sets forth the entire agreement between the parties.
- h. This Agreement is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors, and assigns.
- i. This Agreement may be canceled, modified, or amended only by a written agreement executed by both the SELLER and the BUYER.
- j. If two or more persons are named as BUYER, their obligations are joint and several.
- k. Captions and paragraph headings are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties.
- l. Neither party to this Agreement shall be construed as the drafter thereof.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at Boulder City, Nevada, on the day and year first above written.

MARK WELLS, BUYER

THE CITY OF BOULDER CITY, SELLER

By: \_\_\_\_\_  
Mark Wells, Trustee

By: \_\_\_\_\_  
Diane Pelletier, Real Estate Officer

ATTEST:

\_\_\_\_\_  
Tami McKay, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brittany Walker, Esq., City Attorney

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Diane Pelletier, known to be the Real Estate Officer of Boulder City, Nevada, a municipal corporation of Nevada, who executed the foregoing instrument on behalf of said Municipality as Seller, and upon oath did depose and say that she is the Real Estate Officer of Boulder City, Nevada, a municipal corporation, as above designated; that she is acquainted with the seal of the municipality and that the seal affixed to the instrument is the corporate seal of said municipal corporation; that the signatures to the instrument were made by the officers of the municipality as indicated after the signatures; and that she, on behalf of the municipality, executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, the undersigned, a Notary Public in and for the County \_\_\_\_\_, State of \_\_\_\_\_, Mark Wells, known to me to be the person described in and who executed the foregoing instrument as Buyer; who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

WHEN RECORDED MAIL TO:

City of Boulder City  
ATTN: Finance Department  
401 California Avenue  
Boulder City, Nevada 89005



# Agreement Information Form

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Council Date: 9/28/21

Resolution/Ordinance #: B1903

Agreement/Amendment No.: 21-1943

Type of Agreement: Sale

Description: Sell approx 3661 sq ft to Mark Wells adjacent to 383 Claremont Street

Effective Date: 9/28/21

Insurance: No When:

Options: No

Notes:

Payment Due: 45,486

Term Date:

Department: Finance

City of BC Contact: Brok Armantrout

Project No.

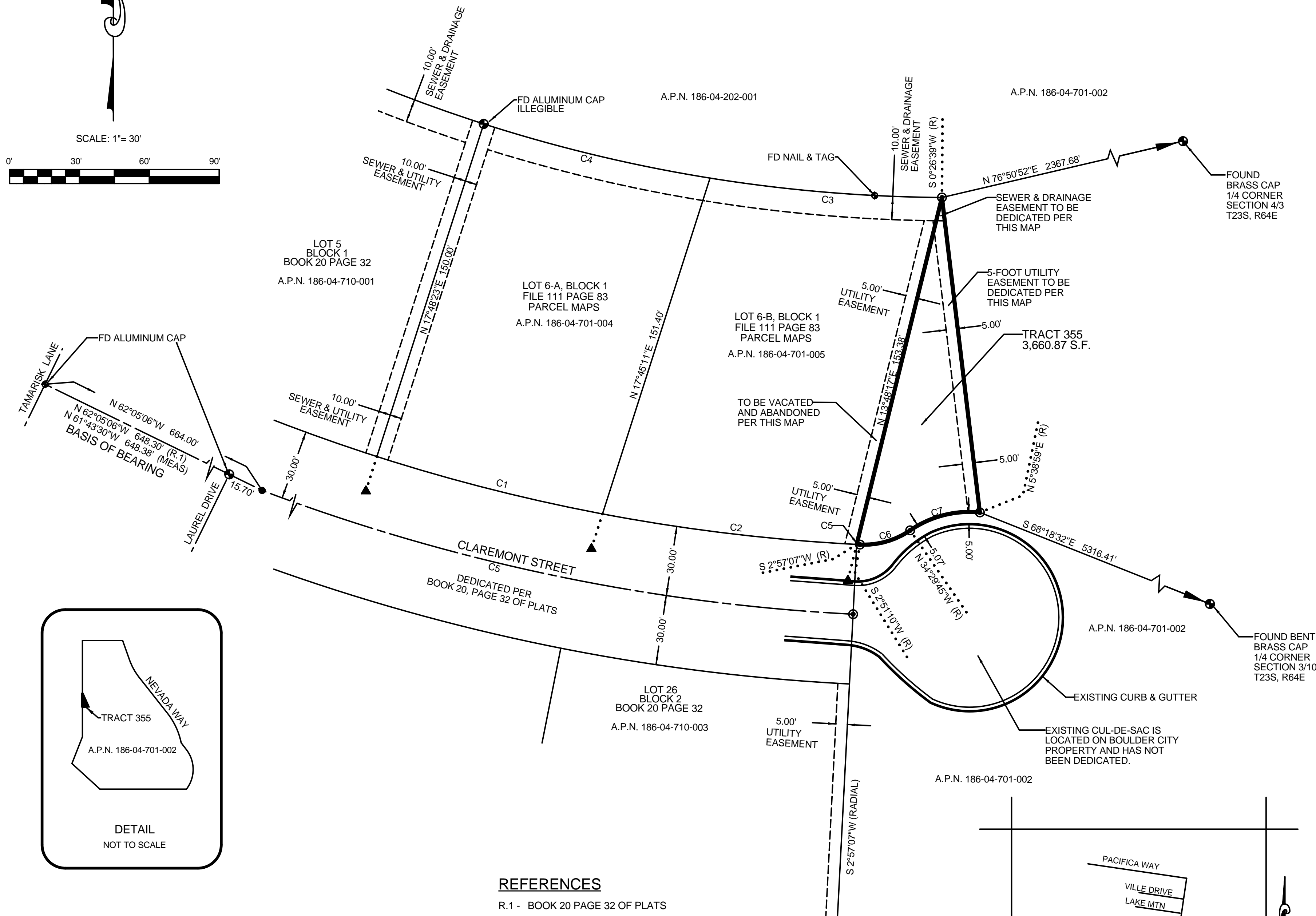
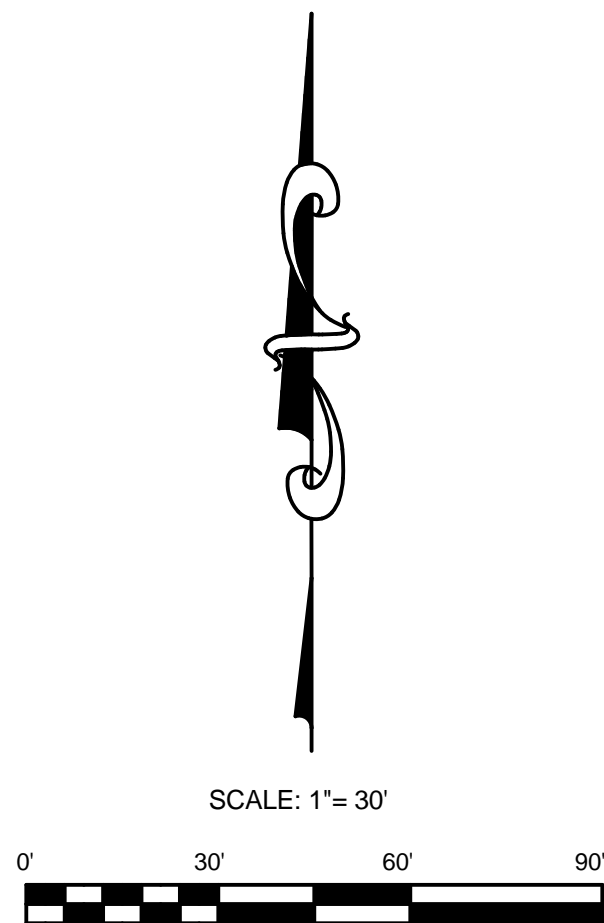
Contact Info: Mark Wells, 28411 Quiet Hill Ln, Trabuco Canyon, CA 92679

Notes/Comments: Selling Tract 355 to be combined with 383 Claremont Parcel for residential development

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	7°04'28"	810.00	100.01	50.07	99.95	N 75°43'51"W
2	7°46'48"	810.00	109.99	55.08	109.90	S 83°09'29"E
3	8°40'52"	660.00	100.00	50.10	99.90	S 85°12'55"E
4	8°40'52"	660.00	100.00	50.10	99.90	S 76°32'03"E
5	0°05'57"	810.00	1.40	0.70	1.40	N 87°05'52"W
6	37°20'55"	35.00	22.81	11.83	22.41	S 74°10'42"W
7	40°08'44"	45.00	31.53	16.44	30.89	S 75°34'37"W

### LEGEND

- FOUND AS NOTED
- ⊙ SET ALUMINUM CAP PLS 7953
- ▲ FOUND CURB CUT ON P/L EXTENDED
- FOUND ALUMINUM CAP PLS 7953
- NOTHING FOUND OR SET
- PROPERTY LINE
- CENTERLINE STREET
- APN ASSESSOR'S PARCEL NUMBER
- NDOT NEVADA DEPARTMENT OF TRANSPORTATION
- R/W RIGHT-OF-WAY
- (C) CALCULATED
- (R) RADIAL BEARING
- (R#) REFERENCE # FOR RECORDED INFORMATION



### REFERENCES

- R.1 - BOOK 20 PAGE 32 OF PLATS
- R.2 - FILE 111 PAGE 15 OF SURVEYS
- R.3 - FILE 111 PAGE 83 OF SURVEYS

### BASIS OF BEARING

NORTH 61°43'30" WEST FOR THE CENTERLINE OF CLAREMONT STREET 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 (NAD83); SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

# PARCEL MAP

TRACT 355  
LOCATED IN THE  
THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4)  
OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M  
CITY OF BOULDER CITY  
COUNTY OF CLARK ----- STATE OF NEVADA

### SURVEYOR'S CERTIFICATE

- I, RICHARD A. ARIOTTI, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF THE CITY OF BOULDER CITY.
  - THE LANDS SURVEYED LIE WITHIN THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. THE SURVEY WAS COMPLETED ON
  - THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
  - THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

RICHARD A. ARIOTTI  
PROFESSIONAL LAND SURVEYOR  
NEVADA CERTIFICATE NO. 7953

### OWNER'S CERTIFICATE & DEDICATION

THE CITY OF BOULDER CITY DOES HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN AND DOES HEREBY OFFER AND DEDICATE ALL EASEMENTS AS INDICATED AND OUTLINED HEREON FOR THE USE OF THE PUBLIC, AND TO THE PREPARATION AND RECORDATION OF THIS MAP.

\_\_\_\_\_  
KIERNAN MCMANUS  
MAYOR

\_\_\_\_\_  
DATE

### ACKNOWLEDGEMENT

STATE OF NEVADA  
COUNTY OF CLARK

SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
APPEARED BEFORE ME, KIERNAN MCMANUS,  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE, OR THE ENTITY UPON BEHALF OF WHICH HE ACTED EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
DATE

NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

MY COMMISSION EXPIRES \_\_\_\_\_

### CITY CLERK CERTIFICATE

I, TAMI MCKAY, CITY CLERK OF BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION, FORMED UNDER THE LAWS OF THE STATE OF NEVADA, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THE CITY COUNCIL OF BOULDER CITY, CLARK COUNTY, NEVADA DID APPROVE THIS PARCEL MAP FOR TRACT 355 AND DID ACCEPT ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

TAMI MCKAY  
CITY CLERK

### CITY COUNCIL APPROVAL

APPROVED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE CITY COUNCIL OF BOULDER CITY, NEVADA, COUNTY OF CLARK.

\_\_\_\_\_  
KIERNAN MCMANUS  
MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TAMI MCKAY  
CITY CLERK

\_\_\_\_\_  
DATE

### COMMUNITY DEVELOPMENT DIRECTOR'S CERTIFICATE

I, MICHAEL MAYS, DIRECTOR OF COMMUNITY DEVELOPMENT FOR BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT ALL OF THE PROVISIONS OF THE PLANNING AND ZONING ACT OF THE STATE OF NEVADA, ITS CODE, AND ANY APPLICABLE LOCAL ORDINANCES HAVE BEEN FOLLOWED. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY APPROVE THE PARCEL MAP FOR THE PURPOSES OF LAND DIVISION ACCORDING TO N.R.S. 278.050 THROUGH 278.560 INCLUSIVE.

\_\_\_\_\_  
MICHAEL MAYS  
DIRECTOR OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
DATE

PM-21-190

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE  
EXAMINED AND MAY BE DETERMINED BY REFERENCE  
TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX.  
N.R.S. 278.5695

### CITY ENGINEER'S CERTIFICATE

I, JIM KEANE, CITY ENGINEER OF BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION HAVE EXAMINED THIS PARCEL MAP. THIS MAP IS TECHNICALLY CORRECT FOR THE PURPOSES OF LAND DIVISION PER N.R.S. 278.477.

\_\_\_\_\_  
JIM KEANE  
CITY ENGINEER, CITY OF BOULDER CITY  
NEVADA CERTIFICATE NO. 018200

\_\_\_\_\_  
DATE

PARCEL MAP TRACT 355 LOCATED IN THE THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M CITY OF BOULDER CITY COUNTY OF CLARK ----- STATE OF NEVADA	
SCALE: 1"=30'	FOR: CITY OF BOULDER CITY
DATE: JULY 7, 2021	DRAWN BY: RAA
E.G. RADIG, INC. 1577 FOOTHILL DR. #1 BOULDER CITY, NEVADA (702) 293-3330 89005	
DWG#471009 PM1-3 SHEET 1 OF 1	JOB NO. 471.009

NO. \_\_\_\_\_  
FILED AT THE REQUEST OF  
E.G. RADIG, INC.  
DATE \_\_\_\_\_ AT \_\_\_\_\_ M.  
FILE \_\_\_\_\_ PAGE \_\_\_\_\_  
OF PARCEL MAPS  
OFFICIAL RECORDS  
BOOK NO. \_\_\_\_\_  
CLARK COUNTY RECORDER  
DEBBIE CONWAY  
FEE \_\_\_\_\_ DEPUTY \_\_\_\_\_



# 383 Claremont Street Land Purchase Exhibit



**Legend**

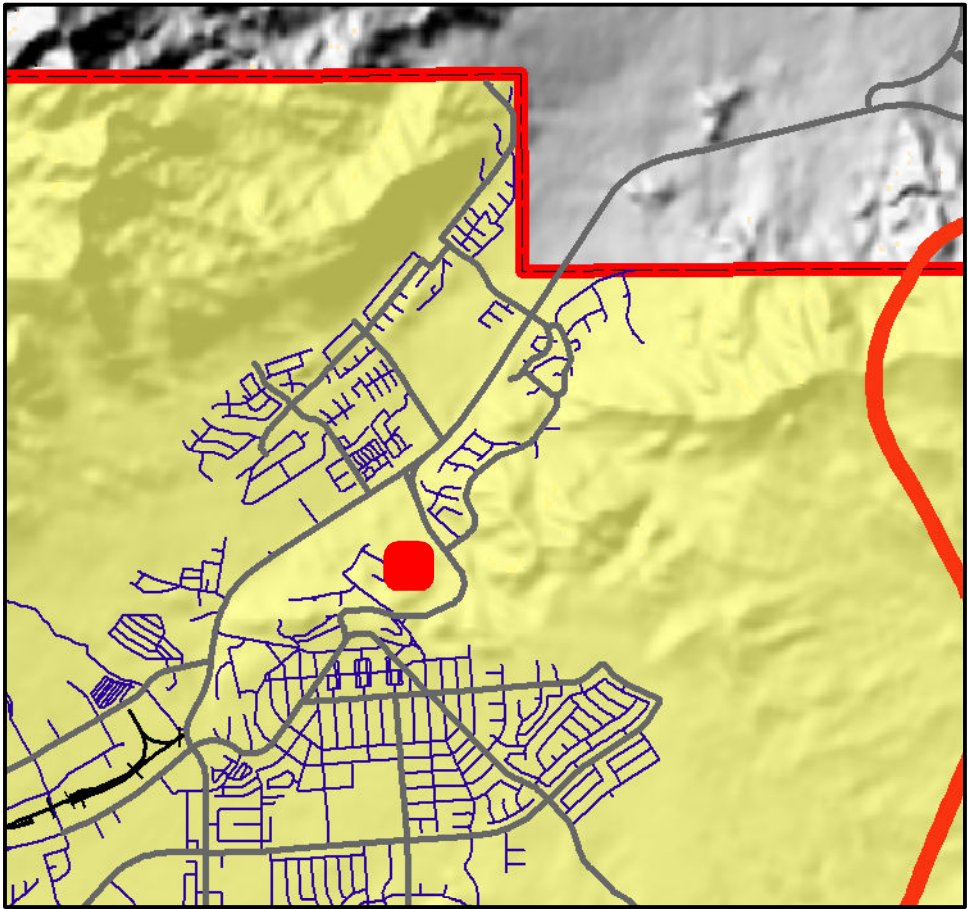
- Land to be Purchased
- City Limits
- Parcel Boundaries
- Transmission Lines

**CITY** Property Ownership

0 50 100 Feet

Map prepared by:  
Brok Armantrout  
Contracts/Real Estate Manager  
City of Boulder City, Nevada

Version: 1.0  
Reprint Date: 7/24/2021





**R7349 EMS Subscription Program**

**SUBJECT:**

For possible action: Resolution No. 7349, a resolution of the City Council of Boulder City, Nevada approving the creation of an emergency medical services subscription program

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
☐ Item 13 Staff Report R7349	Cover Memo
☐ R7349	Resolution Letter
☐ Boulder City Cares Membership Agreement	Backup Material
☐ Boulder City Cares Membership Terms and Conditions	Backup Material



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 13 Staff Report

TO: Taylour Tedder, City Manager

FROM: Will Gray, Fire Chief

DATE: September 28, 2021

SUBJECT: For possible action: Resolution No. 7349, a resolution of the City Council of Boulder City, Nevada approving the creation of the emergency medical services subscription program, Boulder City Cares, for emergency medical services transport provided by the Boulder City Fire Department

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7349, a resolution of the City Council of Boulder City, Nevada approving the creation of the emergency medical services subscription program, Boulder City Cares, for emergency medical services transport provided by the Boulder City Fire Department.

## Overview:

- The Boulder City Fire Department currently provides emergency medical services to the City of Boulder City
- The fire department also provides the patient transport to area hospitals during 911 calls for service
- The transports result in fees being charged to the patient in accordance with Resolution No. 7281
- This program would offer subscribers an opportunity to eliminate up to two (2) medically necessary emergency transports for covered members in a 12 month period.

Background Information: The Boulder City Fire Department provides emergency medical services to the residents and visitors to Boulder City. This includes emergency medical transport to area hospitals. Each transport results in fees that range from \$275.00 for a non-

emergent transport to \$1,200.00 for an advanced life support level II transport. There is an additional fee for the mileage attached to this. At the conclusion of a transport, the fire department submits the response to Iris Medical, the department's contract medical biller. Iris Medical submits the bill to the patient's insurance company (Medicaid, Medicare, Tricare (veterans), or private insurance). The insurance then typically forwards a explanation of benefits showing the patient's share of the bill to them. The city's medical billing company follows up with a invoice to the patient. The EMS Subscription program, Boulder City Cares, is designed to offer a plan to eliminate the patient's co-pay or deductible for up to two (2) medically necessary emergency transports per year.

The subscription plan is designed to cost \$75.00 for an individual and \$125.00 for a family of up to five people living in the same household. If the family within the same household is larger than five, the cost is \$10.00 per person for each additional family member within that home. This will cover the deductible or co-pay for up to two (2) medically necessary emergency transports by the Boulder City Fire Department to an area hospital.

The subscription fees from all subscriptions are pooled together and used to cover the waived portion of the patient's eligible co-pay or deductible under the program. This allows the city to continue to cover the patient's out-of-pocket cost for the transport without burdening the patient. The insurance portion of the bill is still collected.

This program would be administered by IRIS Medical for a percentage of the fee for each person.

The program is modeled after the successful LifeLift Program used by Henderson Fire Department. The LifeLift program has been successful and sees an 85% renewal rate by users.

Financial: None

Boulder City Strategic Plan Goal: Goal A – Sustain a High Level of Public Safety Services.

Department Recommendation: The Fire Department respectfully request that the City Council approve Resolution No. 7349, a resolution of the City Council of Boulder City, Nevada approving the creation of the emergency medical services subscription program, Boulder City Cares, for emergency medical services transport provided by the Boulder City Fire Department.

Attachment:

Boulder City Cares Membership Agreement  
Boulder City Cares Membership Terms and Conditions  
Resolution No. 7349



**RESOLUTION NO. 7349**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA APPROVING THE CREATION OF AN EMERGENCY MEDICAL SERVICES SUBSCRIPTION PROGRAM, BOULDER CITY CARES, FOR EMERGENCY MEDICAL TRANSPORT PROVIDED BY THE BOULDER CITY FIRE DEPARTMENT**

**WHEREAS,** the fire department charges fees associated with emergency medical services transports in accordance with Resolution No. 7281; and

**WHEREAS,** the patient that is transported is required to pay all fees not covered by insurance such as their deductible and co-pay; and

**WHEREAS,** the emergency medical services subscription program, Boulder City Care, would establish an annual subscription program; and

**WHEREAS,** annually the cost of the subscription program will be \$75.00 for an individual and \$125.00 for a family up to five (5) additional members who reside in the same household. Any additional member within the same household above five people is \$10.00 per person annually.

**WHEREAS,** the emergency medical service subscription program is designed to cover the patient's deductible and/or co-pay portion of ambulance fees up to two (2) medically necessary transports per year, per covered member.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of Boulder City approve the creation of an emergency medical services subscription program, Boulder City Cares, for emergency medical transport provided by the Boulder City Fire Department.

**DATED and APPROVED** this 28th day of September 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami J. McKay, City Clerk



## Boulder City Cares Ambulance Membership Program Agreement

This Boulder City Cares Ambulance Membership Program Agreement ("Agreement") is between the City of Boulder City, a municipal corporation and political subdivision of the State of Nevada, on behalf of its Fire Department (the "City") and <<insert Primary Member's full legal name>>, a natural person, (the "Primary Member") residing at <<insert Primary Member's residence address>>, individually a "Party" and collectively the "Parties".

1. Not Insurance. Primary Member understands that City's ambulance membership program, referred to as the BCFD Boulder City Cares Ambulance Membership Program, (the "Program") is a voluntary membership program, that CITY IS NOT AN INSURANCE PROVIDER, that THIS AGREEMENT IS NOT AN INSURANCE POLICY and that THIS AGREEMENT IS NOT A SUBSTITUTE FOR HEALTH INSURANCE.
2. Eligibility Certification. Primary Member certifies, as of the Effective Date, that she/he permanently resides in the United States of America (USA), is 18 years of age or older, does not have any outstanding bill due and owing for ground ambulance services provided by City through the Boulder City Fire Department (BCFD), is not covered by Medicaid and has not added any person as an Additional Member (defined below) who is covered by Medicaid or is covered by Nevada Check Up or another Children's Health Insurance Program. If any of the Primary Member's certifications is false or if (after the Effective Date) Primary Member no longer lawfully permanently resides in the USA, then no Covered Member (defined below) may receive Program benefits and the membership will be deemed to have expired and the membership fee forfeited. The Primary Member and any Additional Members are referred to as "Covered Members."
3. One-Year Membership; Effective Date of Membership; Agreement Termination. This Agreement is effective on the date City signs this Agreement. Primary Member's membership in the Program is valid from the effective date of membership and expires automatically on the last day of the same month of the following year. For example, if the effective date is January 19, 2020, the membership will expire on January 31, 2021 at 11:59:59 pm Pacific time. The membership is effective after all of the following events occur (on the date the last of these events occurs): (a) Primary Member submits a complete application for Program membership through the on-line portal; (b) Primary Member signs this Agreement; (c) that application is processed; and (d) full payment of the membership fee is received by City. City will provide electronic confirmation of the effective date of Primary Member's membership. This Agreement shall terminate on the date Primary Member's membership expires pursuant to this Section 2 or Section 3 or is cancelled by City pursuant to Section 4 or Section 8. Upon Agreement termination, no Covered Member may receive any Program benefits.



4. Cancellation of Program and Membership. City reserves the right to stop operating the Program, cancel the Primary Member's membership and refund a prorated portion of the Primary Member's membership fee based upon the unexpired membership period if, in the opinion of the City's City Manager, the operation of this Program is no longer in the best interest of City. City will notify Primary Member at least thirty (30) days before canceling Primary Member's membership and identify the date the cancellation is effective.
5. Membership Fees and Plans. Program membership fees are non-transferrable and, except as provided in Section 4, non-refundable. There are three membership plans, and Primary Member has selected the "<<insert 'Individual' OR 'Family' OR 'Family Plus'>>" Plan:
  - (A) Individual Plan. The annual membership fee is \$75, and Primary Member is the only person included in the membership. A Primary Member may only identify one residential location as his/her residence; and, if Primary Member resides in a multi-unit or apartment building, the residence is limited to the unit or apartment actually occupied by Primary Member.
  - (B) Family Plan. The annual membership fee is \$125. Primary Member and up to four (4) additional natural persons who lawfully permanently reside in the same residence as the Primary Member (each such person, other than the Primary Member, is referred to as an "Additional Member") are included in the membership.
  - (C) Family Plus Plan. The annual membership fee is \$125 for the Primary Member and four Additional Members and \$10 for each Additional Member above those five people. Primary Member, four Additional Members and an unlimited number of Additional Members (for an additional \$10 for each Additional Member) are included in the membership.
6. Additional Members. Primary Member shall not add any person as an Additional Member who is covered by Medicaid or by Nevada Check Up or another Children's Health Insurance Program. If Primary Member wishes to remove one or more Additional Members during the membership period, Primary Member's membership plan will remain the same and City will not refund any portion of the membership fee. If Primary Member wishes to add one or more Additional Members during the membership period, the following apply:
  - (A) Change from Individual Plan to Family Plan or Family Plus Plan. If Primary Member selects the Individual Plan and during the membership period wishes to add one or more Additional Members, Primary Member must request that



his/her membership be converted to the Family Plan or Family Plus Plan, as applicable, and pay the additional amount due for the membership fee. City will not pro-rate the additional amount due. For example, if Primary Member wishes to add two Additional Members, Primary Member must pay \$50, which is the additional amount due to change the membership to a Family Plan. The change is not effective and Program benefits are not available to any of those Additional Members until after Primary Member provides all required information for each person, pays the additional amount due, the requested change is processed and the update is reflected in the Primary Member's membership account.

- (B) Change from Family Plan to Family Plus Plan. If Primary Member selects the Family Plan (or an Individual Plan is converted to a Family Plan) and during the membership period wishes to add one or more Additional Members that would cause the membership to include more than four Additional Members, Primary Member must request that his/her membership be converted to the Family Plus Plan and pay the additional amount due for the membership fee. City will not pro-rate the additional amount due. For example, if Primary Member wishes to add three Additional Members and thereby have a total of seven Additional Members, Primary Member must pay \$30, which is the additional amount due to add three people to a Family Plus Plan. The change is not effective and Program benefits are not available to any of those Additional Members until after Primary Member provides all required information for each person, pays the additional amount due, the requested change is processed and the update is reflected in the Primary Member's membership account.
7. Updating Membership Information. If Primary Member moves to a different residence or would like to make another update to his/her information, the Primary Member must make the change via the on-line portal or by calling the toll-free telephone number provided by City.
8. Financial Responsibility; Payments from Insurer. The Covered Member is financially responsible for the full cost of the ground ambulance transport provided by BCFD and that obligation survives termination of this Agreement. However, if the conditions in Section 9(A) or Section 9(B), as applicable, are met, City will waive certain cost-sharing amounts or discount the amount owed in accordance with Section 9(A) or Section 9(B), as applicable. With respect to all ground ambulance transportation, the destination shall be governed by BCFD's existing medical protocols. The Covered Member will be responsible for all costs incurred in connection with transportation to locations not covered by the Program. If a Covered Member's health insurer sends the payment for City's ambulance services to that Covered Member or another person on that Covered Member's behalf instead of City, that Covered Member must immediately remit to City the amount of that payment. If City does not receive the amount of that payment within



15 days of City's request, City may cancel Primary Member's membership with five (5) days prior notice and will identify the date the cancellation is effective in that notice. City will then bill the Covered Member for the full cost of City's ambulance services.

9. Program Benefits. Program benefits are not available for a Covered Member until the membership is effective, and no Program benefits are available for a Covered Member after the membership expires. Subject to compliance with the terms and conditions in this Agreement, Program benefits for each Covered Member include:
- (A) Co-Payment Waived If Insurance. If the Covered Member transported has health insurance coverage at the time of the ambulance transport, then City will waive that Covered Member's insurance co-payment for up to two (2) ground ambulance transports per membership year if all of the following conditions are met: (1) BCFD is dispatched through the 9-1-1 system; (2) BCFD transports that Covered Member; (3) the ground ambulance transport is Medically Necessary; (4) BCFD transports that Covered Member from a location inside the City of Boulder City's corporate boundaries to a local hospital in City of Boulder City, unincorporated Clark County within the Las Vegas Valley, City of Las Vegas or City of Henderson; (5) that Covered Member provides health insurance information in a timely and complete manner; (6) the Covered Member does not receive a financial settlement or judgment that covers the ambulance transport; and (7) workers' compensation does not cover the cost of the ambulance transport.
  - (B) 20% Reduction of City's Ground Ambulance Charges If No Insurance. If the Covered Member transported either does not have health insurance coverage at the time of the ambulance transport or does have health insurance and fails to provide his/her health insurance information to City in a timely and complete manner, then City will provide a twenty percent (20%) discount on that Covered Member's transport bill for up to two (2) ground ambulance transports per membership year if all of the following conditions are met: (1) BCFD is dispatched through the 9-1-1 system; (2) BCFD transports that Covered Member; (3) the ground ambulance transport is Medically Necessary; (4) BCFD transports that Covered Member from a location inside the City of Boulder City's corporate boundaries to a local hospital in City of Boulder City, unincorporated Clark County within the Las Vegas Valley, City of Las Vegas or City of Henderson; (5) that Covered Member provides health insurance information in a timely and complete manner; (6) the Covered Member does not receive a financial settlement or judgment that covers the ambulance transport; and (7) workers' compensation does not cover the cost of the ambulance transport.



- (C) Adult and Pediatric First Aid/CPR/AED Class and Certification. Once every two years and only when the membership is effective, a Covered Member may take an Adult and Pediatric First Aid/CPR/AED class offered by City at one of its recreation centers and, after successful completion of the course, receive a digital certificate for Adult and Pediatric First Aid/CPR/AED valid for two years.
- (D) Stop the Bleed Course. Once every two years and only when the membership is effective, a Covered Member may take a “Stop the Bleed” course offered by City, in conjunction with the U.S. Department of Homeland Security, at one of City’s recreation centers.

The City reserves the right to modify the content of a class, to add a minimum age requirement for a Covered Member to take a class and to establish policies concerning a class, such as requiring a Covered Member to leave a class if his/her behavior is unsafe or disruptive.

- 10. Medically Necessary Services. Primary Member acknowledges and agrees that one condition for a Covered Member to receive the Program benefits described in Section 9(A) or Section 9(B) is that the Covered Member’s use of City’s ambulance services is Medically Necessary. “Medically Necessary” means the patient’s condition is such that use of any method of transportation, other than a ground ambulance, is contraindicated and could not be used without endangering the patient’s health. If it is determined that a Covered Member’s use of City’s ambulance services was not Medically Necessary, that Covered Member will be responsible for the full cost of City’s ambulance services.
- 11. BCFD Ground Ambulance Services. As set forth in Section 9(A) and Section 9(B), Program benefits under those sections are not available for medical incidents that occur outside the City’s corporate boundaries, the Program benefits do not cover air ambulance services or any ground ambulance services provided by someone other than BCFD, such as Community Ambulance, Clark County or another ground ambulance provider who provides transport instead of BCFD as a result of being dispatched through the 9-1-1 system. Moreover, City does not have any reciprocity agreements with any other cities or agencies regarding the Program benefits,
- 12. Authorization to Release Information and Assignment of Benefits. Primary Member understands that the Program membership is not an insurance plan, and that City will bill for its services and receive payments from a Covered Member’s insurer or third party (such as Medicare, Blue Cross, etc.). Primary Member, on behalf of Primary Member and each Additional Member, hereby (a) authorizes release to City, the Centers for Medicare Services or another third party of a Covered Member’s medical information or other documentation, as City determines is necessary to file a claim with



such an insurer or third party for City's ambulance services; (b) assigns all benefits otherwise payable to a Covered Member to City; (c) authorizes all benefits to be made directly payable to City; (d) requests that payment or authorized Medicare benefits be made on that Covered Member's behalf to City for any ambulance service provided to Covered Member by BCFD; and (e) agrees to timely sign and deliver to City such authorizations and to timely provide such other documentation (such as a physician's certification that the transport was Medically Necessary) City requests to facilitate any of the foregoing.

13. No Change in City's Obligation. Neither the Program nor this Agreement imposes an additional duty on City or BCFD to provide individual or special ambulance services to a Covered Member. Primary Member understands and acknowledges that this Agreement does not create a special duty, change any general duty or alter the priority BCFD establishes for a response to a request for service.
14. Notices. All notices required by this Agreement shall be in writing and shall delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving Party at the address below:

City:

City of Boulder City  
Attn: Fire Chief  
1101 Elm St  
Boulder City, NV 89005

Primary Member:

As identified in the preamble of this Agreement

Such notice will be deemed to have been received by the Party to whom it was addressed on the date of delivery (or attempted delivery) if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Neither Party shall refuse delivery of any notice hereunder. Either Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15. Waiver. No performance obligation in this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such performance obligation or breach. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other 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. No waiver of a breach of this Agreement shall constitute a waiver of or excuse any different or subsequent breach

16. Assignment. Primary Member shall not assign, transfer, convey or otherwise dispose of this Agreement or his/her right, title, or interest in or to the same, or any part thereof, without prior written consent of City and any attempted assignment in violation hereof shall be void.
17. Severability. If any provision in this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain that invalid or unenforceable provision. 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.
18. Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the Program and supersedes all prior or contemporaneous understandings, promises, negotiations, representations or agreements, whether oral or written, relating to the subject matter.
19. Amendment. This Agreement may be modified or amended only by a written instrument signed by both Parties with the same formality as this Agreement. However, upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that City believes in good faith will adversely impact City's ability to operate the Program, City may unilaterally amend this Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Primary Member, and that amendment shall be effective thirty (30) days after receipt.
20. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.
21. Venue. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Primary Member agrees that s/he shall not on behalf of herself/himself or an Additional Member, and no Additional Members shall, initiate an action against City in any other jurisdiction concerning this Agreement. Primary Member irrevocably agrees to submit, and to cause each Additional Member to submit, to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement.





22. Headings; Cross References. The section and subsection headings 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 references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning
23. Interpretation. Each Party acknowledges that the Party carefully reviewed this Agreement, that each had the opportunity to consult an attorney, and that each fully understands its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
24. Electronic Means. The Parties agree to Primary Member submitting his/her application by electronic means and to the Parties signing this Agreement with electronic signatures.

City:  
CITY OF BOULDER CITY, NEVADA

Primary Member:

By: \_\_\_\_\_  
William Gray  
Fire Chief

By: \_\_\_\_\_  
<<insert Primary Member's full name>>



## **BCFD Boulder City Cares Ambulance Membership Program**

### **OVERVIEW**

The BCFD Boulder City Cares Ambulance Membership Program is a voluntary membership program offered by the City of Boulder City.

**Subject to compliance with Program terms and conditions, the following Program benefits are available to each Covered Member:**

- **Co-Payment Waived If Insurance:** If the Covered Member transported has health insurance coverage at the time of the ambulance transport, then the City will waive that Covered Member's insurance co-payment for up to two (2) ground ambulance transports per membership year if all of the following conditions are met: (1) the Boulder City Fire Department (BCFD) is dispatched through the 9-1-1 system; (2) BCFD transports that Covered Member; (3) the ground ambulance transport is Medically Necessary; (4) BCFD transports that Covered Member from a location inside the City of Boulder City's corporate boundaries to a local hospital in City of Boulder City, unincorporated Clark County within the Las Vegas Valley, City of Las Vegas or City of Henderson; (5) that Covered Member provides health insurance information in a timely and complete manner; (6) the Covered Member does not receive a financial settlement or judgment that covers the ambulance transport; and (7) workers' compensation does not cover the cost of the ambulance transport.
- **20% Reduction of Ground Ambulance Charges If No Insurance:** If the Covered Member transported either does not have health insurance coverage at the time of the ambulance transport or does have health insurance and fails to provide his/her health insurance information to City in a timely and complete manner, then the City will provide a twenty percent (20%) discount on that Covered Member's transport bill for up to two (2) ground ambulance transports per membership year if all of the following conditions are met: (1) the Boulder City Fire Department (BCFD) is dispatched through the 9-1-1 system; (2) BCFD transports that Covered Member; (3) the ground ambulance transport is Medically Necessary; (4) BCFD transports that Covered Member from a location inside the City of Boulder City's corporate boundaries to a local hospital in City of Boulder City, unincorporated Clark County within the Las Vegas Valley, City of Las Vegas or City of Henderson; (5) that Covered Member provides health insurance information in a timely and complete manner; (6) the Covered Member does not receive a financial settlement or judgment that covers the ambulance transport; and (7) workers' compensation does not cover the cost of the ambulance transport.



- **Adult and Pediatric BLS/CPR/AED Class and Certification:**<sup>1</sup> Once every two years and only when the membership is effective, a Covered Member may take an Adult and Pediatric Basic Life Support (BLS) - CPR/AED class offered by the BCFD at a designated City location and, after successful completion of the course, receive a digital certificate for Adult and Pediatric BLS/CPR/AED that is valid for two years. This certification will meet the educational requirements of the Southern Nevada Health District Office of EMS & Trauma System for initial and renewal certifications of BLS/CPR/AED.
  - **Stop the Bleed Course:**<sup>1</sup> Once every two years and only when the membership is effective, a Covered Member may take a “Stop the Bleed” course offered by the City, in conjunction with the U.S. Department of Homeland Security, at a designated City location.
- <sup>1</sup> The City reserves the right to modify the content of a class, to add a minimum age requirement for a Covered Member to take a class and to establish policies concerning a class, such as requiring a Covered Member to leave a class if his/her behavior is unsafe or disruptive.

## **MEMBERSHIP**

Program membership is available to any person lawfully permanently residing in the United States who lives in, works in or visits the City of Boulder City, but the Primary Member (defined below) must be a natural person, must be 18 years of age or older, must lawfully permanently reside in the United States, cannot be covered by Medicaid and is the only person who may enroll in the Program and update membership information (such as adding and removing Additional Members (defined below) and updating the residence address). Three membership plans are available as follows:

- **Individual Plan:** The annual membership fee is \$75. The person who validly enrolls in the Program (referred to as the “Primary Member”) is the only person included in the membership. The Primary Member may only identify one residential location as his/her residence.
- **Family Plan:** The annual membership fee is \$125. The Primary Member and up to four (4) additional natural persons who lawfully permanently reside in the same residence as the Primary Member (each such person, other than the Primary Member, is referred to as an “Additional Member”) are included in the membership.
- **Family Plus Plan:** The annual membership fee is \$125 for the Primary Member and four Additional Members and \$10 for each Additional Member above those five people. The Primary Member, four Additional Members and an unlimited number of Additional Members (for an additional \$10 for each additional member) are included in the membership.



Medicaid payments are accepted as payment in full, so program membership is not necessary. Therefore, the program is unavailable to persons covered by Medicaid. This means a person covered by Medicaid cannot sign up as the Primary Member for this program, and a Primary Member cannot add any person covered by Medicaid as an Additional Member. A Primary Member also cannot add any person covered by Nevada Check Up or another Children's Health Insurance Program as an Additional Member.

The membership is valid from the effective date of membership and will expire automatically on the last day of the same month of the following year. For example, if the effective date of subscription is January 19, 2020 the subscription will expire on January 31, 2021 at 11:59:59pm Pacific time. No Program benefits are available to a Covered Member after the subscription expires. The Primary Member and any Additional Members are referred to as "Covered Members."

Program benefits are not available for a Covered Member until the membership is effective. The membership is effective as of the date that the Primary Member submits a complete application through the on-line portal, the Primary Member agrees to the Program terms and conditions by electronically signing the then-current Boulder City CARES Ambulance Membership Program Agreement, that application is processed, and full payment is received by the City.

Program benefits are available only to a Covered Member for medically necessary emergency ground ambulance transportation by BCFD from anywhere in the of City of Boulder City to a local hospital in City of Boulder City, unincorporated Clark County within the Las Vegas Valley, City of Las Vegas or City of Henderson (*e.g.*, Dignity, Henderson, Sunrise, Desert Springs, Valley, UMC, etc.). **Non-emergency transports or transfers, such as those to a doctor's office, to home, or from one hospital to another, and any provided by someone other than BCFD, such as Community Ambulance, are not covered.**

Program benefits are not available for medical incidents that occur outside the City's corporate boundaries, and the City does not have any reciprocity agreements with any other cities or agencies.

### **APPLICATIONS AND BILLING**

To enroll in the Program, an applicant must submit a complete application via the on-line portal and must pay the Program membership fee through that on-line portal (NEED UPDATED ONLINE ACCESS) or in person at City Hall. Applications will be processed Monday through Friday, from 7:30am to 5:30pm, and not at all on City recognized holidays. If signing up during non-business hours, the application will be processed the next business day.



Subscription applications and payments may also be made in person at the City of Boulder City city hall, but the applicant must still submit the application via the on-line portal. The Cashier is available to process payments, is located on the first floor of City Hall and is open Monday through Thursday, 07:30 am to 5:30 pm, except on City-recognized holidays:

City of Boulder City  
City Hall  
Cashier  
401 California Ave  
Boulder City, NV 89005

Once an application is processed and payment is received, receipt and proof of membership for all Covered Members will be sent electronically to the email address of the Primary Member. Primary Members without an email address will receive a receipt and proof of membership for all Covered Members via the US Postal Service.

As part of the application, the applicant must provide his/her full legal name, date of birth, address, telephone number and health insurance information (if any), and the full legal name, date of birth and health insurance information (if any) for each Additional Member.

If the Primary Member moves to a different residence, wishes to add or remove an Additional Member or would like to make another update to his/her membership information, the Primary Member must make the change via the on-line portal or by calling the telephone number provided by the city. A change to add an Additional Member is not effective and Program benefits are not available to any Additional Member(s) added until after the Primary Member provides all required information for each person, pays any additional amount due, the requested change is processed, and the update is reflected in the Primary Member's membership account.

A notice to renew Program membership will be emailed approximately 90 days prior to the membership expiration date. Primary Members without an email address will receive notification via the US Postal Service. If the Primary Member does not receive a notice at least two weeks before the membership expires, please contact the BCFD Boulder City Cares Ambulance Membership Program at [BCFD-EMS@bcnv.org](mailto:BCFD-EMS@bcnv.org).

To renew a membership, the Primary Member must submit a complete application through the on-line portal, agree to the Program terms and conditions by electronically signing the then-current Boulder City Cares Ambulance Membership Program Agreement and submit full payment of the membership fee to the City. If the Primary Member renews his/her membership before it lapses, the membership will be valid from the effective date of membership renewal and will expire automatically on the last day of the same month in the following year. Otherwise, a membership renewed after expiration is valid from the effective



date of membership renewal and expires automatically on the last day of the same month in the following year. The effective date of membership renewal occurs after all of the following events occur (on the date the last of these events occurs): the Primary Member submits a complete renewal application, the Primary Member agrees to the Program terms and conditions by electronically signing the then-current Boulder City Cares Ambulance Membership Program Agreement, the renewal application is processed, and full payment is received by the City.

Program membership fees are non-transferrable and non-refundable.

Program terms and conditions, benefits and fees are subject to change at the time of membership renewal at the City's discretion.

### **PAYMENT FOR EMERGENCY MEDICAL TRANSPORTATION**

The Program is not an insurance policy. When BCFD provides emergency transportation to a Covered Member, the City will bill either his/her health insurance plan or the Covered Member if he/she does not have insurance at the time of the incident.

Payment of the membership fee constitutes the Covered Member's authorization for the City to charge, to the extent available, all health insurance, Medicare, and other coverage for emergency medical transportation.

If the Covered Member's health insurance pays the City's bill for services, the City will write off the amount the Covered Member is responsible for paying as a co-payment.

If a Covered Member has health insurance at the time of the incident but refuses to provide the information or does not provide it in a timely or complete manner, the Covered Member will receive a twenty percent (20%) reduction on the bill and will be responsible for one-hundred percent (100%) of the adjusted balance even if the Covered Member later provides that health insurance information.

If the Covered Member's health insurer sends the payment for the City's services to the Covered Member or another person on the Covered Member's behalf instead of the City, the Program member must immediately remit to the City the amount of that payment.

The Covered Member must notify the City if the incident involves workers' compensation or was caused by a third-party and if the Covered Member is represented by an attorney in connection with the incident.

If a Covered Member receives a financial settlement or judgment that covers the ambulance transport or if workers' compensation covers the City's services, the Program benefits that



reduce the City's bill are not available to the Covered Member and the total amount billed by the City is due and owed to the City by the Covered Member.

### **CITY EMPLOYEES**

If a full-time City employee wishes to enroll as a Primary Member and have the membership fee deducted from his/her paycheck, the above Program terms and conditions are modified as follows:

- a. Instead of paying the membership fee upfront for the annual membership, the City employee may have the fee divided by 26 and deducted from his/her bi-weekly paycheck.
- b. The City employee must also provide his/her employee identification number on a membership application.
- c. The membership is effective as of the date that the Primary Member submits a complete application through the on-line portal, the Primary Member agrees to the Program terms and conditions by signing the then-current Boulder City CARES Ambulance Membership Program Agreement, that application is processed, and the first payment of the membership fee is deducted from the City employee's paycheck.
- d. If the City employee's employment is terminated before the entire annual membership fee is deducted for his/her membership, the City will deduct the balance due from his/her last paycheck.

## **R7350 Assistance to Firefighter Grant - SCBA**

### **SUBJECT:**

For possible action: Matters pertaining to the acceptance of the Fiscal Year 2020 Assistance to Firefighters Grant funding:

A. Resolution No. 7350, a resolution of the City Council of Boulder City, Nevada accepting the Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$147,952.38 for the purchase of new self-contained breathing apparatus for the Fire Department from the Federal Emergency Management Agency

B. Resolution No. 7351, a resolution of the City Council of Boulder City, Nevada approving the First Amendment to Purchase Agreement No. 21-1951 between the City of Boulder City, for the purchase of twenty-two self-contained breathing apparatus and associated accessories for a total amount of \$176,735.14

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
❑ Item 14 Staff Report R7350 & R7351	Cover Memo
❑ R7350	Resolution Letter
❑ EMW-2020-FG-12542 - Award Package	Backup Material
❑ R7351	Resolution Letter
❑ 1st Amendment to SCBA Purchase Agreement No. 21-1951	Backup Material





**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 14 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Will Gray, Fire Chief

**DATE:** September 28, 2021

**SUBJECT:** For possible action: Matters pertaining to the acceptance of the Fiscal Year 2020 Assistance to Firefighters Grant funding:

A. Resolution No. 7350, a resolution of the City Council of Boulder City, Nevada accepting the Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$147,952.38 for the purchase of new self-contained breathing apparatus for the Fire Department from the Federal Emergency Management Agency

B. Resolution No. 7351, a resolution of the City Council of Boulder City, Nevada approving the First Amendment to Purchase Agreement No. 21-1951 between the City of Boulder City, for the purchase of twenty-two self-contained breathing apparatus and associated accessories for a total amount of \$176,735.14

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

## **Action Requested:**

A. That the City Council approve Resolution No. 7350 accepting the Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$147,952.38 for the purchase of new self-contained breathing apparatus for the fire department and amend the Capital Improvement Plan budget for revenues and expenses.

B. That the City Council approve Resolution No. 7351 to the First Amendment to Purchase Agreement No. 21-1951 between the City of Boulder City, Nevada for the purchase of twenty-two self-contained breathing apparatus and associated accessories.

## Overview:

- The fire department uses self-contained breathing apparatus in all environments that have a hazardous atmosphere to include house fires, vehicle fires, hazardous material incidents, and low oxygen environments
- The current SCBA cache has twelve SCBA manufactured in 2003, two manufactured in 2004, and six manufactured in 2011
- The Assistance to Firefighters Grant requires a contribution of non-Federal funds equal to or greater than a 5% match from the City of Boulder City. The federal government share is \$147,952.38. The required match from Boulder City is \$7,397.62.

## Background Information:

The fire department is required to wear self-contained breathing apparatus (SCBAs) whenever operating in hazardous environments or oxygen-deprived environments. This includes fire suppression events, hazardous materials releases, and confined spaces with limited oxygen. The National Fire Protection Association and Occupational Safety and Health Administration (OSHA) provide guidelines for SCBA use in these situations.

The current SCBAs were manufactured between 2003 and 2011. The majority were manufactured in 2003 and are beginning to become unserviceable. At least two SCBAs are no longer used and two have been moved to training-only status.

The fire department conducted testing on the two most common manufacturers of SCBA during the spring of 2021. These two manufacturers were Scott and MSA. A process was developed to test the air packs in a variety of work-related functions to ensure they were of sufficient quality and would function as needed. This process involved every member of the fire department that uses them and had pre-determined scoring sheets that members filled out. Quotes were received from both at the conclusion of the initial scoring process and were included in the final scoring of the SCBAs. The lowest bid was the highest-scoring and the preferred SCBA by the members.

This project was originally funded through the FY 2021 Capital Improvement Plan (CIP). The fire department applied for the FY2020 Assistance to Firefighters Grant through FEMA to fund this project several months prior to FY 2021. However, it did not look like the department would be successful early in the award process and the pricing of the equipment was set to increase significantly in July 2021. We had obtained a quote for the equipment in June 2021 that was honored once the CIP funding was available in July and before the increases were added. The decision was made to order the equipment on July 7<sup>th</sup>. The department paired down the order from twenty-two SCBAs and associated accessories to eighteen SCBAs and associated accessories to be able to purchase additional related equipment at the lower price.

The FEMA AFG award was formally made on September 2, 2021. This original grant request was made for twenty-two SCBAs, forty-four SCBA bottles, fifty SCBA masks, and

one Mask Fit Tester. The grant awarded funding for twenty-two SCBAs, forty-four bottles, and thirty-four SCBA masks, but did not allow for the additional sixteen SCBA masks and the Mask Fit Tester due to other national projects scoring higher.

The fire department is requesting an amendment to the original agreement with L.N. Curtis and Sons Inc. for \$149,915.14 to \$176,735.14. This additional funding will fund the 4 additional SCBAs and associated accessories as well as the associated equipment not funded by the grant. At the completion of this purchase, the city will be refunded \$147,952.38 of the total project cost from FEMA.

Financial: This project was previously approved in the FY 2021 CIP. The amendment to the L.N. Curtis and Sons Inc. agreement would increase the total project cost to \$176,735.14. The AVG Grant will reimburse the city \$147,952.38 for the equipment purchased at the completion of the project.

Boulder City Strategic Plan Goal: Goal E – Sustain a High Level of Public Safety Services Objective 5 – Identify and embrace the latest technology to improve effectiveness and efficiency of public safety services.

Department Recommendation: The Fire Department respectfully request that the City Council approve Resolution No. 7350 accepting the Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$147,952.38 for the purchase of new self-contained breathing apparatus for the fire department and amend the Capital Improvement Plan budget for revenues and expenses.

It is also respectfully recommended that the City Council approve Resolution No. 7351 to the First Amendment to Purchase Agreement 21-1951 between the City of Boulder City, Nevada for the purchase of twenty-two self-contained breathing apparatus and associated accessories for a total cost of \$176,735.14.

Attachment:

FEMA Assistance to Firefighters Grant Award Letter dated 8/27/2021

First Amendment to Purchase Agreement 21-1951 – SCBA Purchase Agreement with L.N. Curtis and Sons Inc.

Resolution No. 7350

Resolution No. 7351

**RESOLUTION NO. 7350**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA ACCEPTING THE FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$147,952.38 FOR THE PURCHASE OF NEW SELF-CONTAINED BREATHING APPARATUS FOR THE FIRE DEPARTMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

**WHEREAS,** the Federal Emergency Management Agency (FEMA) has a grant program to provide assistance to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

**WHEREAS,** the city of Boulder City is a recipient of the Assistance to Firefighters Grant Program and has been awarded a total amount of \$155,350.00 for the purchase of 22 new self-contained breathing apparatus and associated equipment; and

**WHEREAS,** the grant pays \$147,952.38 of the \$155,350.00 total; and

**WHEREAS,** the grant requires a contribution of non-Federal funds equal to or greater than 5% from the city of Boulder City of \$7,397.62 of the \$155,350.00 total, and which funds have been allocated from the Capital Improvement Fund.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of Boulder City approves Resolution No. 7350, accepting a grant award Fiscal Year 2020 Assistance to Firefighters Grant Funding from FEMA in the amount of \$147,952.38; and

**BE IT FURTHER RESOLVED,** that the appropriate staff is hereby authorized to accept and appropriate the grant funds on behalf of the City of Boulder City.

**DATED and APPROVED** this 28th day of September 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami J. McKay, City Clerk

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 08/27/2021



Greg Chesser  
BOULDER CITY, CITY OF  
401 CALIFORNIA  
BOULDER CITY, NV 89005

EMW-2020-FG-12542

Dear Greg Chesser,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$147,952.38 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$7,397.62 for a total approved budget of \$155,350.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a stylized flourish at the end.

Christopher Logan  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant

**Recipient:** BOULDER CITY, CITY OF

**DUNS number:** 060893757

**Award number:** EMW-2020-FG-12542

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$155,350.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$147,952.38
Non-federal	\$7,397.62
Total	\$155,350.00
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

### Approved request details:

## Personal Protective Equipment (PPE)

### Face Pieces (not associated with SCBA requests)

#### DESCRIPTION

We are requesting these additional face pieces so that each of our full time (21) and reserve members (25) will have their own custom fit face piece.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$250.00	\$3,000.00	Equipment

#### CHANGE FROM APPLICATION

**Quantity** from 32 to 12

#### JUSTIFICATION

This reduction is because the number of Face Pieces requested exceeded the number of personnel necessitating Face Pieces in your department.

### SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

#### DESCRIPTION

We are requesting twenty-two (22) complete 2018 compliant SCBAs equipped with buddy breathing capability. We are requesting one face piece and two bottles with each SCBA pack. The 44 SCBA bottles will be forty-five minute bottles.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	22	\$6,925.00	\$152,350.00	Equipment

## Equipment



# FIT Tester

DESCRIPTION

Quantifit Respiratory Fit Test System (includes fit test machine, case, keyboard, power supply, fit track software and fit test adapter)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 1 to 0  
**Price** from \$8,640.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

# Agreement Articles

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant

**Recipient:** BOULDER CITY, CITY OF

**DUNS number:** 060893757

**Award number:** EMW-2020-FG-12542

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the 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. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients 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 4****Activities Conducted Abroad**

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

<b>Article 5</b>	<p><b>Age Discrimination Act of 1975</b></p> <p>Recipients 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, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<b>Article 6</b>	<p><b>Americans with Disabilities Act of 1990</b></p> <p>Recipients 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. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<b>Article 7</b>	<p><b>Best Practices for Collection and Use of Personally Identifiable Information</b></p> <p>Recipients who collect personally identifiable information (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 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at <a href="http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf">http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf</a> and Privacy Template at <a href="https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf">https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf</a> as useful resources respectively.</p>
<b>Article 8</b>	<p><b>Civil Rights Act of 1964 – Title VI</b></p> <p>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 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.</p>

**Article 9****Civil Rights Act of 1968**

Recipients 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 recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 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 10****Copyright**

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

**Article 11****Debarment and Suspension**

Recipients 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 12****Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient 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. §§ 8101-8106).

**Article 13****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 recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.



<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 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.
<b>Article 15</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 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.
<b>Article 16</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
<b>Article 17</b>	<b>Federal Debt Status</b> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
<b>Article 18</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
<b>Article 19</b>	<b>Fly America Act of 1974</b> Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

<b>Article 20</b>	<b>Hotel and Motel Fire Safety Act of 1990</b> In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
<b>Article 21</b>	<b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b> Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 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: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a> .
<b>Article 22</b>	<b>Lobbying Prohibitions</b> Recipients must comply with 31 U.S.C. § 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.
<b>Article 23</b>	<b>National Environmental Policy Act</b> Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require 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.
<b>Article 24</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> 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. Recipients 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 participations of faith-based organizations in individual DHS programs.

<b>Article 25</b>	<b>Non-Supplanting Requirement</b> Recipients 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.
<b>Article 26</b>	<b>Notice of Funding Opportunity Requirements</b> All 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 recipients must comply with any such requirements set forth in the program NOFO.
<b>Article 27</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients 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. § 401.14.
<b>Article 28</b>	<b>Procurement of Recovered Materials</b> States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 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.
<b>Article 29</b>	<b>Rehabilitation Act of 1973</b> Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 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.
<b>Article 30</b>	<b>Reporting of Matters Related to Recipient Integrity and Performance</b> If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

<b>Article 31</b>	<b>Reporting Subawards and Executive Compensation</b> Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
<b>Article 32</b>	<b>SAFECOM</b> Recipients 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.
<b>Article 33</b>	<b>Terrorist Financing</b> Recipients 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.
<b>Article 34</b>	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b> Recipients 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. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
<b>Article 35</b>	<b>Universal Identifier and System of Award Management</b> Recipients 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.
<b>Article 36</b>	<b>USA PATRIOT Act of 2001</b> Recipients 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), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
<b>Article 37</b>	<b>Use of DHS Seal, Logo and Flags</b> Recipients 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 38****Whistleblower Protection Act**

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

**Article 39****Acceptance of Post Award Changes**

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

**Article 40****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41****Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA 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. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

## Obligating document

<b>1. Agreement No.</b> EMW-2020-FG-12542	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 880084978	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX00641N2021T		
<b>6. Recipient Name and Address</b> BOULDER CITY, CITY OF 401 CALIFORNIA BOULDER CITY, NV 89005		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Greg Chesser		<b>9a. Phone No.</b> 7025899643	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grants Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b>  08/27/2021	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 09/03/2021 to 09/02/2023 <b>Budget Period</b> 09/03/2021 to 09/02/2023		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data (ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$147,952.38	\$147,952.38	\$7,397.62
Totals			\$0.00	\$147,952.38	\$147,952.38	\$7,397.62
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/27/2021



**RESOLUTION NO. 7351**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA APPROVING THE FIRST AMENDMENT TO PURCHASE AGREEMENT NO. 21-1951 BETWEEN THE CITY OF BOULDER CITY, FOR THE PURCHASE OF 22 SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED ACCESSORIES FOR A TOTAL AMOUNT OF \$176,735.14**

**WHEREAS,** On July 14, 2021, the city entered into an original agreement with L.N. Curtis and Sons Inc. for the purchase of 18 MSA G1 4500 Self-Contained Breathing Apparatus and associated accessories in the amount of \$149,915.14; and

**WHEREAS,** Boulder City Fire Department was subsequently awarded funding from the Fiscal Year 2020 Assistance to Firefighters Grant and desires to purchase four additional MSA G1 4500 Self-Contained Breathing Apparatus and associated accessories in the amount of \$26,820.00; and

**WHEREAS,** The City desires to amend the Original Agreement to increase the number of Self-Contained Breathing Apparatus and associated accessories to 22 and increasing the overall dollar value of the original agreement to \$176,735.14.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of Boulder City approves Resolution No. 7351, the First Amendment to Purchase Agreement No. 21-1951 between the City of Boulder City, for the purchase of twenty-two self-contained breathing apparatus and associated accessories for a total amount of \$176,735.14.

**DATED and APPROVED** this 28th day of September 2021.

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Kiernan McManus, Mayor

**ATTEST:**

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Tami J. McKay, City Clerk

## FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to the Purchase Agreement (the "First Amendment") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between the City of Boulder City, a Nevada municipal corporation (the "City") and L.N. Curtis & Sons Inc., a California corporation (the "Provider").

### RECITALS

WHEREAS, on July 14, 2021, the City and Provider entered into an Agreement (the "Original Agreement") wherein the City would purchase 18 G1 4500 Self Contained Breathing Apparatus (SCBA) devices and various accessories. The overall dollar value of the Original Agreement was One Hundred Forty-Nine Thousand Nine Hundred Fifteen dollars and Fourteen cents (\$149,915.14). A copy of the original Agreement is attached hereto as "Exhibit A" (11 pages); and

WHEREAS, now, the City and Provider desire to amend the Original Agreement to include the purchase of 4 additional G1 4500 Self Contained Breathing Apparatus and accessories for an additional Twenty-Six Thousand Eight Hundred Twenty dollars (\$26,820.00), increasing the overall value of the Original Agreement to One Hundred Seventy-Six Thousand Seven Hundred Thirty-Five dollars Fourteen cents (\$176,735.14). A copy of the new Quotation dated September 7, 2021, is attached hereto as "Exhibit B" (2 pages); and

WHEREAS, the City desires to have the Provider provide its products to the City and agrees to such performance, upon the terms and conditions described in this Agreement; and

WHEREAS, This Agreement is exempt from all applicable competitive bidding requirements pursuant to NRS 332.115(3)(a), *Personal Safety Equipment of Emergency Responders*; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. Add the new "Quotation" (2 pages), to Exhibit A "Quote" in the Original Agreement.
2. Replace the paragraph 2.1 in the Original Agreement with:

"The City shall pay the Provider a sum not to exceed One Hundred Seventy-Six Thousand Seven Hundred Thirty-Five dollars Fourteen cents (\$176,735.14). For the Products (the "Contract Price"), which amount shall be paid pursuant to this Section 2".

3. In all other respects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.


4. The use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of Boulder City,  
a Nevada municipal corporation

L.N. Curtis & Sons Inc.  
a California corporation

By: \_\_\_\_\_  
Taylour Tedder, City Manager

By:  \_\_\_\_\_  
Jeffrey R. Curtis, Vice President

Attest:

By: \_\_\_\_\_  
Tami McKay, MMC, CPO, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Brittany Walker, City Attorney

Exhibit A

Original Agreement

[Please see attached pages.]

## **PURCHASE AGREEMENT**

This Purchase Agreement (this "Agreement") is executed on July 14, 2021 the ("Effective Date") by and between the City of Boulder City, a Nevada municipal corporation (the "City") and L.N. Curtis & Sons Inc., a California corporation (the "Provider").

### **RECITALS**

A. The City desires to enter into a Purchase Agreement for the purchase of 18 G1 4500 Self Contained Breathing Apparatus (SCBA) devices and various accessories to be used by the Boulder City Fire Department, located at 1101 Elm Street, Boulder City, Nevada, 89005 (the "Products").

B. The Provider is qualified and experienced in providing the products.

C. The City desires to have the Provider provide its products to the City and agrees to such performance, upon the terms and conditions described in this Agreement.

D. This Agreement is exempt from all applicable competitive bidding requirements pursuant to NRS 332.115(3)(a), *Personal Safety Equipment of Emergency Responders*.

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

### **SECTION ONE RESPONSIBILITY OF PROVIDER**

In addition to any other obligations of the Provider under this Agreement, the Provider has the following responsibilities:

1.1. Under this Agreement, Provider shall provide the Products as described in the Curtis quotation dated July 6, 2021 (the "Quote"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference. To the extent that any term of the Quote is inconsistent with, or conflicts with, this Agreement, the terms of this Agreement shall govern.

1.2. The Provider shall perform and deliver all obligations of the Provider set forth in this Agreement and including without limitation those obligations set forth in the Quote.

1.3. The Provider shall be responsible for the quality, and timely delivery of all Products furnished by the Provider and by any of the principals, officers, employees and agents of the Provider under this Agreement.

1.4. The Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

1.5. The Provider, and its agents and employees will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time in performing the Project.

1.7. The Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable legal requirements to be obtained and maintained by the Provider with respect to the Product, and/or the business and operations of the Provider.

1.8. The Provider shall treat all information relating to the Products and all information supplied to the Provider by the City as confidential and proprietary information of the City and shall not permit its release by the Provider's employees or agents or to other parties or make any public announcement or release thereof without the City's prior written authorization. The Provider shall also require its agents and employees to comply with this requirement.

## **SECTION TWO PAYMENT TERMS**

2.1. The City shall pay the Provider a sum not to exceed One Hundred Forty-Nine Thousand Nine Hundred Fifteen Dollars and Fourteen Cents (\$149,915.14) for the Products (the "Contract Price"), which amount shall be paid pursuant to this Section 2.

2.2. Payment to the Provider shall be made within thirty (30) days after the City receives an invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains all of the information requested by the City.

2.3. No additional compensation shall be paid to the Provider for changes in the Provider's responsibilities without the prior written authorization of the City to proceed with such changes.

2.4. No additional compensation shall be paid to the Provider for additional costs or delay due to the negligence or intentional acts of the Provider or any of its officers, employees, or agents.

### **SECTION THREE REPRESENTATIONS AND WARRANTIES**

3.1. The Provider hereby represents and warrants for the benefit of the City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of the City's reliance thereon, as follows:

A. The Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada, and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of the Provider will not result in a breach of any instrument to which the Provider is a party or by which the Provider is bound or of any judgment, decree or order of any court or governmental body or any legal requirement applicable to the Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Products contemplated hereunder, by the persons executing, delivering and performing the same on behalf of the Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Products contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of the Provider, enforceable in accordance with their respective terms.

3.2. The representations and warranties made by the Provider herein shall survive the completion of the Product delivery and the termination or expiration of the Agreement.

## **SECTION FOUR TERM AND TERMINATION**

4.1. The term of this Agreement is until products are delivered to and accepted by the City of Boulder City.

4.2. The City may terminate this Agreement at any time without cause upon sixty days notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of Products provided by the Provider to the City up through and including the date of termination.

4.3. The City may, upon written notice to the Provider, terminate this Agreement immediately "for cause" upon any willful or intentional misconduct, fraud, or misrepresentation by the Provider, or any breach of this Agreement, which the Provider fails to remedy within five (5) days after written notice thereof to the Provider.

## **SECTION FIVE INDEMNIFICATION**

5.1. Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

5.2. Provider will indemnify and defend City against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But Provider's obligations under this Section will not apply if the infringement or violation is caused by City's modification to Providers-provided software, equipment or Services; products; functional or other specifications that were provided by or requested by City; or City's continued use of infringing Services after Provider provides reasonable notice to City of the infringement. For any third party claim that Provider receives, or to minimize the potential for a claim, Provider may, at its sole option, either:

- A. procure the right for City to continue using the Product;
- B. replace or modify the Product with comparable Products;
- C. terminate the procurement of product.



5.3. This Section 5 shall survive the completion of the Product delivery and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

## **SECTION SIX NOTICES**

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including without limitation, delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Boulder City  
Attention: Paul Sikora, Purchasing Manager  
401 California Ave.  
Boulder City, NV 89005  
Email: [psikora@bcnv.org](mailto:psikora@bcnv.org)  
Phone: 702-293-9246

To Provider: L.N. Curtis & Sons Inc.  
Attn: Jeffrey R. Curtis, Vice President  
Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
Email: [dbria@lncurtis.com](mailto:dbria@lncurtis.com)  
Phone: 510-839-5111

## **SECTION SEVEN MISCELLANEOUS**

7.1. Nevada and City Law. The laws of the State of Nevada and the Boulder City Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

7.2. Assignment. Following written notice to the City, Provider may assign the Agreement, in whole or in part, without the City's prior written consent.

7.3. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

7.4. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

7.5. Partial Invalidity. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms and provisions of this Agreement not held invalid, void or unenforceable, shall continue in full force and effect.

7.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, including fees charged by the City Attorney's Office. This Section 8.6 shall survive the completion of the Product delivery until the applicable statutes of limitation expire.

7.7. Entire Agreement. This Agreement and Exhibit A shall constitute the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

7.8. Controlling Agreement. Notwithstanding anything to the contrary, no provision in the exhibits to this Agreement shall negate, modify or supersede any of the provisions of this Agreement. To the extent any of the terms of the exhibits to this Agreement conflict with this Agreement, the terms and provisions of this Agreement shall govern and control.

7.9. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

7.10. Ownership of documents. All identifications, specifications, reports, records or other like documents given, prepared or assembled by the Provider that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable legal requirements.

7.11. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

7.12. No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the

provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

7.13. Public Records. Pursuant to Chapter 239 of the Nevada Revised Statutes, documents provided to the City may be a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Provider, its subcontractors, principals or agents, for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Provider its subcontractors, principals or agents, Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorneys fees related to such public records request. This section shall survive the expiration or earlier termination of this Agreement.

7.14. Electronic Signatures. For purposes of this Agreement, use of facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

CITY OF BOULDER CITY,  
a Nevada municipal corporation




Michael Mays, Acting City Manager

L.N. CURTIS & SONS Inc.  
a California corporation



By: \_\_\_\_\_  
Jeffrey R. Curtis, Vice President

Attest:



Tami McKay, MMC, CPO, Acting City Clerk

Approved as to Form:

E-SIGNED by Brittany Walker  
on 2021-07-14 15:15:37 GMT

Brittany Walker, City Attorney

## **Exhibit A**

Curtis Quote  
(See following page)

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
 sales@lncurtis.com  
 DUNS#: 00-922-4163

# CURTIS

LOWEST PRICE GUARANTEE

Pacific North Division  
 6720 Sierra Court, Suite C  
 Dublin, CA 94568  
 www.LNCurtis.com  
 Quotation No. 194131

## Quotation

<b>CUSTOMER:</b>	<b>SHIP TO:</b>	<b>QUOTATION NO.</b>	<b>ISSUED DATE</b>	<b>EXPIRATION DATE</b>
Boulder City Fire Department Nevada 401 California Avenue Boulder City NV 89005	Boulder City Fire Department Nevada 1101 ELM ST BOULDER CITY NV 89005	194131	06/23/2021	07/23/2021
		<b>SALESPERSON</b> Dan Bria dbria@lncurtis.com 775-721-7678	<b>CUSTOMER SERVICE REP</b> Dan Bria dbria@lncurtis.com 775-721-7678	

<b>REQUISITION NO.</b>	<b>REQUESTING PARTY</b>	<b>CUSTOMER NO.</b>	<b>TERMS</b>	<b>OFFER CLASS</b>
	GREGORY CHESSER	C30376	Net 30	FR
<b>F.O.B.</b>	<b>SHIP VIA</b>	<b>DELIVERY REQ. BY</b>		
DEST	Standard Shipping			

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	18	EA	G1 4500 SCBA MSA CUSTOM	G1 4500# FIRE SERVICE SCBA, AS BELOW: -G1 SCBA 4500 PSI -QUICK CONNECT REMOTE CONNECTION -SERVICABLE TUNNEL WITH CHEST STRAP -METAL CYLINDER BAND -ADJUSTABLE SWIVELING LUMBAR PAD WITH SOLID BUCKLE -SOLID REGULATOR COVER LEFT SHOULDER -CONTINUOUS REGULATOR HOSE (REGULATOR INCLUDED) -EXTENDABLE II BUDDY BREATHING -SPEAKER MODULE LEFT CHEST -PASS RIGHT SHOULDER WITH TELEMETRY -RECHARGEABLE BATTERY A-G1FS444MD2C2LCR with pull straps (10153940-SP) 3" longer	\$4,995.00	\$89,910.00
2	36	EA	10175708 MSA	45min 4500# G1 scba low profile cylinder, with air, with quick connect remote connection	\$855.00	\$30,780.00

PJ: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[calculus@lncurtis.com](mailto:calculus@lncurtis.com)  
 DUNS#: 00-922-4163

# CURTIS

10000 E. 49TH AVE. DENVER, CO 80231

Pacific North Division  
 6723 Sierra Court, Suite C  
 Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 104131

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	50	EA	10156459 MSA	Medium G1 facepiece with medium nosecup, includes: * 4-point adjustable cloth head harness * Fixed push-to-connect regulator connection * ATO number: a-g1fp-fm1m401  This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.	\$239.00	\$11,950.00
4	1	EA	10158365 MSA	G1 scba charging station kit	\$505.00	\$505.00
5	6	EA	10148741-SP MSA	Battery pack, G1, rechargeable	\$261.50	\$1,569.00
6	2	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling	\$395.00	\$790.00
7	2	EA	96-347-1SS BLUE SPARTAN	CGA 347 Male X MSA Female to Connect to MSA Adapter	\$80.00	\$160.00
8	2	EA	96-347-1SS-MSAQC-CW BLUE SPARTAN	Copper Washer	\$3.07	\$6.14
9	1	EA	9519-4000 OHD	Quantifit Resp Fit Test System- Includes: Quantifit Unit, Roller Case, Keyboard, Power Supply, Fit Track Software, USB Cable, And Triple Tube.	\$7,895.00	\$7,895.00
10	1	EA	9513-0130 OHD	Fit Test Adapter	\$325.00	\$325.00
11	1	EA	10144231-SP MSA	Kit, Filter Adapter Assy, G1, Facepiece	\$80.00	\$80.00
12	1	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect	\$3,695.00	\$3,695.00
13	2	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection	\$1,125.00	\$2,250.00

Small Business  
 CAGE Code: 5E720  
 DUNS Number: 009224163  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350

This pricing remains firm until 07/23/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
sales@lncurtis.com  
DUNS#: 00-922-4183

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
www.LNCurtis.com  
Quotation No. 184131

Subtotal	\$149,915.14
Tax Total	\$0.00
Transportation	\$0.00
<b>Total</b>	<b>\$149,915.14</b>

*Anna Davis* 07-06-21

Exhibit B

New Quotation

[Please see attached pages.]



Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Quotation No. 200896

## Quotation

<b>CUSTOMER:</b>	<b>SHIP TO:</b>	<b>QUOTATION NO.</b>	<b>ISSUED DATE</b>	<b>EXPIRATION DATE</b>
Boulder City Fire Department Nevada 401 California Avenue Boulder City NV 89005	Boulder City Fire Department Nevada 1101 ELM ST BOULDER CITY NV 89005	200896	09/07/2021	10/07/2021
		<b>SALESPERSON</b>	<b>CUSTOMER SERVICE REP</b>	
		Dan Bria <a href="mailto:dbria@lncurtis.com">dbria@lncurtis.com</a> 775-721-7678	Dan Bria <a href="mailto:dbria@lncurtis.com">dbria@lncurtis.com</a> 775-721-7678	

<b>REQUISITION NO.</b>	<b>REQUESTING PARTY</b>	<b>CUSTOMER NO.</b>	<b>TERMS</b>	<b>OFFER CLASS</b>
	WILL GRAY	C30376	Net 30	FR
<b>F.O.B.</b>	<b>SHIP VIA</b>	<b>DELIVERY REQ. BY</b>		
DEST	Standard Shipping			

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	G1 4500 SCBA MSA CUSTOM	G1 4500# FIRE SERVICE SCBA, AS BELOW; -G1 SCBA 4500 PSI -QUICK CONNECT REMOTE CONNECTION -SERVICABLE TUNNEL WITH CHEST STRAP -METAL CYLINDER BAND -ADJUSTABLE SWIVELING LUMBAR PAD WITH SOLID BUCKLE -SOLID REGULATOR COVER LEFT SHOULDER -CONTINUOUS REGULATOR HOSE (REGULATOR INCLUDED) -EXTENDAIR II BUDDY BREATHER -SPEAKER MODULE LEFT CHEST -PASS RIGHT SHOULDER WITH TELEMETRY -RECHARGEABLE BATTERY A-G1FS444MD2C2LCR with pull straps (10153940-SP) 3" longer	\$4,995.00	\$19,980.00
2	8	EA	10175708 MSA	45min 4500# G1 scba low profile cylinder, with air, with quick connect remote connection	\$855.00	\$6,840.00

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Quotation No. 200896

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Small Business  
CAGE Code: 5E720  
DUNS Number: 009224163  
SIC Code: 5099  
Federal Tax ID: 94-1214350

This pricing remains firm until 10/07/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

<b>Subtotal</b>	<b>\$26,820.00</b>
<b>Tax Total</b>	<b>\$0.00</b>
<b>Transportation</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$26,820.00</b>

[View Terms of Sale and Return Policy](#)

## **R/C Q-Scale review**

### **SUBJECT:**

For possible action: Discussion and annual review of Lease Agreement No. 00-674A between the City of Boulder City and R/C Quarter-Scale Association of America and possible staff directive

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
▣ R/C Q Scale Staff Report	Cover Memo
▣ Agreement No. 20-674A	Cover Memo
▣ R/C Q Scale Documents	Cover Memo



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No.15 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Roger Hall, Director Parks and Recreation

**DATE:** September 28, 2021

**SUBJECT:** For possible action: Discussion and annual review of Lease Agreement No. 00-674A between the City of Boulder City and R/C Quarter-Scale Association of America and possible staff directive

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council consider the annual review of Lease Agreement No. 00-674A and provide any staff directive.

## **Overview:**

- Agreement initially entered into on October 17, 2000
- Agreement provides for radio-controlled quarter-scale race car operations only
- Amendment provides for human-operated midget car operations on the race track(s) under certain conditions
- Amendment executed 11/2019
- Any revenues derived for subleasing the site for midget car racing (or other permitted functions) are to be split 50/50 with the City
- Required conditional permit amendment to permit midget car racing has been granted by the Planning Commission at their June 2019 meeting
- Section twenty six of agreement No. 00-674A requires the lessor to provide a review of the agreement at a public Council meeting and information to verify compliance with the terms of the agreement calendar years 2020 and 2021

**Background Information:** Section twenty-six of agreement No 00-674A provides for an annual review of this agreement at a public meeting no

later than one hundred twenty days (120 days) prior to the anniversary date of this amendment 11/2019 for calendar years 2020 and 2021.

The following information is needed to verify compliance with the terms of agreement No. 00-674A:

- a) Report on the legal status of the non-profit entity-provided
- b) Income/Expense Statement of the non-profit entity for the prior twelve (12) month period-provided
- c) The schedule of events held over the prior twelve (12) month period-provided
- d) Proof of insurance, including any additional coverage that may have been required for the events held during the twelve (12) month period-provided

Boulder City Strategic Plan Goal: Goal A- Achieve Prudent Financial Stewardship

Department Recommendation: The Parks and Recreation Department Staff respectfully requests that City Council receive the report and provide staff directive.

Attachment:

Agreement No. 00-674A

Non -profit Document

Schedule of Events

Profit/Loss Statement

Insurance



# MEMORANDUM

To: Finance Director D.P.  
Deputy City Clerk  
City Attorney's Office  
Mayor/City Manager  
City Clerk

October 10, 2019

From: Brok Armantrout, Contracts/Real Estate Manager

Subject: Lease Agreement with:  
R/C Quarter-Scale Association of America

For: Lease of Land for quarter-scale race cars - amended

Enclosed is the amended lease agreement between the City of Boulder City and R/C Quarter-Scale Association of America for final coordination and signatures. Lease No. 00-674A.

The amendment provides for additional land uses, including the racing of human-occupied vehicles, sometimes called Midget cars or Flat cars. The amendment also specifies that all revenues must stay at the property for O/M, and the charge applied to outside groups cannot exceed those costs. Additional insurance provisions are included, as are other minor changes to the agreement. The lease does not provide a lease payment to the City (free use of City land by a non-profit entity).

This was previously reviewed for legal sufficiency by the City Attorney. This document was approved by the City Council at their regular meeting held on October 8, 2019, and amended on the floor by Motion. The City Attorney has re-reviewed the document for legal sufficiency after the inclusion of the floor amendment.

Please let me know if you have any questions or concerns.

Sincerely,

Brok Armantrout  
Contracts/Real Estate Manager

**R/C QUARTER-SCALE OF AMERICA LEASE AGREEMENT**

THIS LEASE AGREEMENT (Lease) is made and entered into as of the 10th day of October 2019, by and between the CITY OF BOULDER CITY, NEVADA, a municipal corporation established under the laws of the State of Nevada ("Lessor"), and R/C QUARTER-SCALE ASSOCIATION OF AMERICA, a domestic non-profit corporation ("Lessee").

WHEREAS, Lessee has submitted a proposed lease agreement to the Lessor to provide, construct, operate, manage and supervise a radio-controlled car racing complex and coordinate, conduct and supervise events thereon; and

WHEREAS, Lessor desires to enter into a lease agreement with Lessee to provide, construct, operate, manage and supervise a radio-controlled car racing complex course and coordinate conduct and supervise events thereon.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions, privileges and obligations herein set forth, the parties mutually agree as follows:

**SECTION ONE**

**DEMISE, USE, AND DESCRIPTION OF PREMISES**

A. Lessor hereby leases for the purpose of maintaining and operating a radio-controlled car racing complex ("Quarter-Scale Auto Racing Association").

B. The lessor is subject to the regulations and controls as provided in this Lease.

C. Other uses of the property, such as but not limited to racing radio controlled quarter-scale cars, quarter midget car racing (human occupied), and similar activities, are permitted upon receipt of the proper conditional use permit from the City of Boulder City Planning Commission. Use of aerial vehicles (i.e., drones, radio-controlled model airplanes and similar aerial vehicles) is strictly prohibited at this site.

D. Lessee shall maintain its nonprofit status as active at all times throughout the term of this Lease. All users of the property shall be non-profit entities as reviewed and approved by the Lessor's Special Event Committee and City Attorney. Lessee is not permitted to sublease or otherwise allow the leasehold to be used by for-profit entities or any other person or entity not previously approved by the Lessor.

E. This Lease is specific to a parcel of real property ("Premises") located in the City of Boulder City, County of Clark, State of Nevada, and more particularly described in the schedule attached hereto as Exhibit "A" and as shown on the plat map attached hereto as Exhibit "B", both of which are made a part hereof.

## **SECTION TWO**

### **TERM**

The term of this Lease shall be for five (5) years commencing on July 1, 2019 and ending on June 30, 2024 subject to its termination prior thereto in accordance with the provisions of SECTION TWENTY TWO hereof.

## **SECTION THREE**

### **RENEWAL OF LEASE**

This Lease may be extended and renewed by Lessee for additional one (1) year periods automatically without prior notice to Lessor, unless Lessor informs Lessee in writing by certified mail of its intention not to renew or extend the Lease at least thirty (30) days prior to the end of the existing lease term.

## **SECTION FOUR**

### **RENT**

In consideration of Lessee maintaining, supervising and operating the Premises in accordance with the terms of this Lease, Lessee shall be relieved of and shall have no obligation to pay any monetary rent to the Lessor. In the event the site is permitted to be used by outside groups for events, Lessor shall only charge a sufficient amount to cover the continued maintenance and operation of the facility and shall not profit from the use of the facility by any group or entity. Lessee shall provide an annual accounting of its operations to the Lessor and Lessor shall have access to Lessee's books and records to establish compliance with this section.

## **SECTION FIVE**

### **CONSTRUCTION OF IMPROVEMENTS**

5.1 Improvements; Approval of Plans. Lessee shall submit all concept and construction plans for the Premises and related facilities which Lessee intends to construct on the Premises to Lessor for review and approval (collectively, the "Improvements").

5.2 Construction Plans: Lessee shall follow the City's development process and shall be subject to the standard fees as outlined in the City Code and Resolutions adopted by City Council. All construction drawings, excluding drafts thereof, shall be



wet stamped by a professional engineer licensed in the State of Nevada.

## **SECTION SIX**

### **MAINTENANCE AND REPAIR**

All fencing, grading, landscaping, roadways, lighting parking lots and track surface, structures or other improvements constructed by Lessee or pre-existing upon the Premises shall be maintained, repaired, and renewed in accordance with the directions, instructions and requirements as communicated by and determined in the sole and absolute discretion of the Director of the Public Works Department.

## **SECTION SEVEN**

### **TITLE TO IMPROVEMENTS**

Upon termination or expiration of this Lease by either party for any reason, the Lessee shall surrender the Premises and all structures or improvements thereon to the Lessor at Lessor's option, and the title and ownership, legal and beneficial, of all fencing, grading, landscaping, roadways, parking lots and track surfaces, structures and other improvements on the Premises, regardless of the party constructing or providing same, shall pass and belong to Lessor with no further payments or consideration of any kind due or payable to Lessee or any other person except as may be provided in Section Four hereof. In the event that Lessor does not exercise its option, Lessee agrees to remove all improvements and restore the Premises to their original condition to the extent feasible.

## **SECTION EIGHT**

### **OPERATION OF RADIO CONTROLLED CAR RACING COMPLEX**

8.1 Lessee shall operate the Premises and related facilities in strict compliance and accordance with the policies, rules, regulations, directions and controls, whether in writing or orally, as communicated, issued or promulgated by the Director of the Parks and Recreation Department of Lessor, and said Director's decision and determination as to such matters shall be conclusive and final. The Lessee shall locate speakers and lights to eliminate negative effects. All operations shall be approved by the Parks and Recreation Director.

8.2 For those events that include human occupied vehicles:

A. Lessee shall have on-site, fire department approved, two (2) Nevada

Licensed Emergency Medical Technicians, and an ambulance. This applies to all practices where more than one car is on the track, and for all races. Said EMT's and ambulance shall be on-site no later than thirty (30) minutes prior to and extending to thirty (30) minutes after conclusion of all applicable practice sessions and races.

B. Prior to any use of the facility by a human occupied vehicle, the facility shall be reviewed and certified to meet the minimum safety standards as required by the insuring entity. Said report and certification by the insuring entity shall be provided to the Lessor. Lessor shall have the right to require additional certification for safety of the track by the user's national organization for that sport prior to approval of any human occupied vehicle race.

## **SECTION NINE**

### **SCHEDULE OF SPECIAL EVENTS**

An initial schedule of all race days, times and operating hours and other events at the radio-controlled car racing complex shall be presented for prior approval of the Director of the Parks and Recreation Department. The Lessee shall obtain a Special Events Permit from the Parks and Recreation Director for all events at the Premises.

## **SECTION TEN**

### **LESSEE'S PERSONNEL AND NOTIFICATIONS TO LESSOR**

Lessee agrees to staff facilities of the radio-controlled car racing complex with competent and orderly individuals as required, who will present a neat, orderly adult appearance and accord courtesies and competent treatment and services to all guests, patrons and invitees. Lessee shall at all times provide and keep current in writing the telephone numbers of persons or representatives of Lessee, who are responsible to and can act for the Lessee in all matters involving operations and events at the Radio-controlled car racing complex. Such persons or representatives shall be available and reachable 24 hours per day.

## **SECTION ELEVEN**

### **ANNOYING, UNLAWFUL OR DANGEROUS ACTIVITIES**

Lessee shall neither use nor occupy, including its employees or representatives, nor permit anyone, to use or occupy the demised premises or any part thereof for any annoying, unlawful, disreputable or hazardous purpose or activity, or conduct or permit any activity or conduct constituting a nuisance or annoyance of any kind. Lessee shall immediately take all steps necessary to remove, halt, cease or cause the cessation of such activity on its discovery by Lessee or upon notification of its existence by the

Director of the Parks and Recreation Department.

## **SECTION TWELVE**

### **CLEAN-UP**

The Lessee shall provide general clean-up of the Premises immediately after every event placing all trash and refuse in appropriate containers and at all times maintain the demised premises free of weeds and debris. The area to be cleaned up shall include the parking lot, the pedestrian path and the adjacent desert area.

## **SECTION THIRTEEN**

### **UTILITIES**

Lessee shall pay before delinquency all charges for and expenses incurred in providing water, electricity, telephone service and trash removed from the Premises.

## **SECTION FOURTEEN**

### **INSURANCE**

**14.1 Property Insurance.** Lessee shall maintain "all risk" fire and extended coverage insurance (including vandalism and malicious mischief insurance and earthquake and flood insurance if commercially available at reasonable cost) on the Improvements, with a limit of, or in an amount reasonably equivalent to, the probable maximum loss from an insured casualty, less the cost of excavations, foundation, footings and underground tanks, conduits, pipes, pilings and other underground items. Except as otherwise provided, payments for losses shall be made to a third party escrow or construction control account which is reasonably and mutually acceptable to Lessor and Lessee, and shall be disbursed from such account to Lessee and Lessee's contractors to pay for the restoration of the Improvements. Lessee shall evidence the insurance coverage required by this Section by delivering to Lessor, thirty (30) days after the effective date of this contract, and thereafter from time to time upon request by Lessor, certificates issued by the insurance companies, if any, underwriting such risks.

**14.2.1 Liability Insurance – to be in place at all times.** Lessee shall also insure against property damage and public liability arising by reason of occurrences on or about the Premises by maintaining a policy or policies of commercial general liability insurance, including contractual liability coverage insuring against the tort liabilities assumed under this Lease, on an "Aegis claims-first-made" basis, with a primary liability limit of not less than One Million Dollars (\$1,000,000), and a combined primary and excess coverage limit of not less than Two Million Dollars (\$2,000,000). The City of

Boulder City SHALL be listed as additional insured.

**14.2.2 Liability Insurance – to be in place when Human-occupied race vehicles are in use.** Lessee shall also insure against property damage and public liability arising by reason of occurrences on or about the Premises by maintaining a policy or policies of commercial general liability insurance, including contractual liability coverage insuring against the tort liabilities assumed under this Lease, on an "Aegis claims-first-made" basis, with a primary liability limit of not less than One Million Dollars (\$1,000,000), and a combined primary and excess coverage limit of not less than Five Million Dollars (\$5,000,000). The City of Boulder City SHALL be named as additional insured.

**14.3 Worker's Compensation.** Lessee shall maintain (at its sole cost and expense) workers' compensation and employers' liability insurance covering all of its employees as required by the laws of the State of Nevada. Lessee shall have the right to self-insure with respect to such required coverage to the extent permitted by applicable law.

**14.4 Policy Requirements.** Except for workers' compensation insurance, all insurance policies required to be maintained by Lessee hereunder shall be with responsible insurance companies, authorized to do business in the State of Nevada if required by law, and, except for workers' compensation policies, shall provide for cancellation only upon thirty (30) days prior written notice to Lessee or Lessee's affiliates; Lessee agrees to promptly provide Lessor copies of any such cancellation notices received by Lessee or Lessee's affiliates. Except for workers' compensation insurance, Lessee shall, at the expiration of any such policy, furnish Lessor with renewals or "binders" thereof or certificates evidencing the same, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand as additional rent, together with interest in the per annum amount equal to two percent (2%) in excess of the Reference Rate of Interest, but in no event in excess of the maximum interest rate permitted by law. With respect to workers' compensation insurance, Lessee shall furnish Lessor with reasonable evidence that Lessee has complied with its obligations under this Lease.

## **SECTION FIFTEEN**

### **LICENSES AND PERMITS**

The Lessee shall obtain and procure at its sole expense such local, state or federal permits or licenses as may be required to conduct its business or activities under this Lease and furnish copies of such permits and licenses to the Director of Parks and Recreation.

## SECTION SIXTEEN

### LIABILITY AND INDEMNIFICATION.

**16.1 Lessee Indemnity.** Lessor shall not be liable to Lessee or Lessee's successors, assigns, managers, members, employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property to the extent caused by or arising as a result of the negligence or misconduct of Lessee, its employees or agents, patrons, race participants, or of any other person (other than City or City's employees or agents) entering upon the Leased Premises under express or implied invitation of Lessee, as well as for any such damage or injury to the extent caused by or arising as a result of Lessee's breach of this Lease. Lessee agrees to indemnify, defend and hold City and City's successors, assigns, agents, employees and representatives harmless from any liability, loss, claim, damage, cost or expense suffered or incurred by City to the extent caused by or arising as a result of the negligence or misconduct of Lessee, its employees or agents, patrons, race participants, or of any other person (other than City or City's employees or agents) entering upon the Leased Premises under express or implied invitation of Lessee, as well as any such damage or injury to the extent caused by or arising as a result of Lessee's breach of this Lease.

**16.2 Notice of Indemnity.** City shall provide Lessee notice of any claim of liability for which City may seek indemnification pursuant to Section 16.1 within ten (10) business days of becoming aware of such claim and Lessee shall thereupon defend such claim by counsel of its own choosing, at Lessee's expense. City shall cooperate fully in all respects with Lessee in any such defense at Lessee's expense, including, without limitation, by making available to Lessee all pertinent information under the control of City. City may, at City's expense, participate in such matter with counsel of City's own choosing.

**16.3 Survival.** The provisions of this Section 16 shall survive the termination of this Lease.

## SECTION SEVENTEEN

### DAMAGE BY FIRE OR OTHER CASUALTY.

**17.1 Restoration and Material Damage to Improvements.** In the event any substantial portion of the Improvements shall be damaged or destroyed in whole or in part by fire or any other casualty, Lessee shall, at Lessee's sole option either: (1) proceed diligently to repair or rebuild the Improvements to a value, condition, quality and character substantially similar to that which existed immediately prior to such damage; or (ii) terminate this Lease pursuant to Section 22, provided, however, that Lessee shall comply with its obligations regarding removal of Lessee's Personal Property.

**17.2 Use of Insurance Proceeds.** Use of any insurance proceeds shall be at Lessee's discretion. In the event that Lessee make the good faith determination that the Facilities are incapable of being rebuilt, repaired, and/or restored to permit operation on a commercially feasible basis, and Lessee exercises the right to terminate this Lease as set forth in Section 22, all casualty insurance proceeds received by Lessee shall be applied by Lessee in the following order of priorities:

- (i) First, demolition and/or removal of the Improvements; and
- (ii) Second, to Lessee and/or its lenders as required by any financing documents.

**17.3 Additional Cost of Restoration.** If Lessee decides to rebuild the Improvements, and if the insurance proceeds received by or for the account of Lessee shall be insufficient to pay the entire cost of such repairs and restoration, then Lessee shall supply the amount of any such deficiency and shall apply the same to the payment of the cost of such repair and restoration. Under no circumstances shall City be obligated to make any payment or contribution towards the cost of any repairs or restoration.

## **SECTION EIGHTEEN**

### **LIENS**

Lessee shall, within thirty (30) days after written notice from Lessor to Lessee of the existence of a mechanic's lien for labor or materials, furnished to Lessee in the repair or improvement of the Demised Premises, cause said lien to be bonded or discharged and shall otherwise defend, save and hold Lessor fully and completely harmless on the account thereof.

## **SECTION NINETEEN**

### **DEFAULT OR BREACH**

If Lessee shall fail to perform or comply with any of the conditions or terms of this Lease and if the nonconformance shall continue (1) for a period of 24 hours if public safety is involved or (2) 7 days if an administrative or non-safety item is involved, after written notice by Lessor; then Lessor may terminate this Lease, and Lessee shall immediately surrender the demised premises, and, in particular, this Lease is automatically terminated in the event that Lessee's insurance is terminated for any reason.

## **SECTION TWENTY**

### **WAIVERS**

The failure of Lessor to insist on a strict performance of any of the terms and

conditions hereof shall not be deemed a waiver of the rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

## **SECTION TWENTY-ONE**

### **ASSIGNMENT AND SUBLETTING.**

**Assignment and Subletting.** Lessee shall not assign this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises without the prior written consent of City Manager or City Manager's designee.

## **SECTION TWENTY-TWO**

### **TERMINATION**

The Lessor or Lessee may terminate this agreement upon ninety (90) days written notice to the other party. In the event of any termination, all conditions spelled out herein shall apply.

## **SECTION TWENTY-THREE**

### **NOTICE**

All notices to be given with respect to this Lease shall be in writing and to the following persons unless changed by either party in writing:

TO THE LESSOR:

CITY MANAGER  
City of Boulder City  
401 California Avenue  
Boulder City, NV 89005

With copy to:

CITY ATTORNEY  
City of Boulder City  
401 California Avenue  
Boulder City, NV 89005

TO THE LESSEE:

Robert Leydecker, President  
R/C Quarter-Scale Association of America  
1141 Paradise Vista  
Henderson, NV 89002

Mailing Address:  
P.O. Box 91705  
Henderson, NV 89009

## **SECTION TWENTY-FOUR**

### **DISPUTE RESOLUTION.**

If any controversy or claim between the Parties arises out of this Lease and if the Parties are unable to resolve such controversy or claim by direct negotiations within sixty (60) days after such controversy or claim arises, the Parties shall promptly mediate any such disagreement or dispute. Mediation shall be initiated by either party serving the other a written notice of election to mediate pursuant to this provision. The mediator will be mutually selected by the Parties, by selecting from a list of six individuals (three candidates proposed by each party). If the Parties are unable to resolve such disagreement or dispute through mediation within forty-five (45) days after the first written notice of an election to mediate, then such disagreement or dispute upon the written request of either Party, shall be resolved by binding arbitration under the Nevada Uniform Arbitration Act, NRS 38.206 - .248, inclusive (the "NUAA"). Neither Party shall initiate arbitration until after the conclusion of the mediation process or the expiration of the forty-five (45) day period referenced in the prior sentence. Notwithstanding the foregoing, if the resolution of any controversy or claim requires the participation of a third party who is not required and who declines to participate in an arbitration proceeding, the Parties shall not be required to proceed with an arbitration of such controversy or claim.

All disputes will be resolved by a single neutral arbitrator ("Arbitrator") under the rules of the NUAA. In the event of a conflict between the terms and conditions of this Section 24 and the terms and conditions of the NUAA, the terms and conditions of this Section 24 shall control. The Arbitrator will be mutually selected by the Parties, by selecting from a list of six individuals (three candidates proposed by each party), with the individuals identified being former judges or practicing attorneys having a minimum of fifteen (15) years' experience in commercial litigation. If the Parties cannot agree on an Arbitrator within 7 days, then the Parties shall obtain a list of seven (7) arbitrators from the Eighth



Judicial District Court Alternative Dispute Resolution Office. The Parties will alternately strike names from the list. Lessee will strike first. In the event the Parties are unable to agree upon an Arbitrator, the last name remaining on the list will be the Arbitrator selected to resolve the dispute. Upon selection, the Arbitrator shall set an appropriate time, date and place for the arbitration, after conferring with the parties.

If City gives Lessee notice of a claimed Event of Default pursuant to Section 19 of this Lease, and if Lessee in good faith elects to dispute such claimed Event of Default pursuant to the provisions of this Section 24, then any cure period provided in Section 19 as to such claimed Event of Default shall be tolled during the resolution of such dispute hereunder; provided, however, that the following claimed Events of Default shall not be subject to tolling pursuant to this paragraph: Lessee's non-payment of rent pursuant to this Lease; Lessee's failure to keep in force and effect all insurance policies required of Lessee under this Lease; Lessee's failure to keep in effect all business licenses required of Lessee to perform the Permitted Use; Lessee's failure to keep in force and in effect any and all conditional use permits required of Lessee to perform the additional listed uses; and Lessee's failure to timely expunge or bond over any liens.

**Specific Agreement to Arbitration Provisions.** By initialing below, Lessor and Lessee each grant and confirm their specific authorization to submit disputes arising under this Lease to arbitration upon, and subject to the terms and conditions of, this Section 24. Lessor and Lessee each specifically acknowledge that such Party has thoroughly reviewed this Section 24 with counsel of its choosing, and each of Lessor and Lessee voluntarily grant such Party's specific authorization to these arbitration provisions through this paragraph, which serves to confirm that such Party has affirmatively agreed to the arbitration provisions set forth in this Section 24. For the purpose of clarity, each Party has affirmatively agreed to the arbitration provisions set forth in this Section 24, and each Party intends that this paragraph, and the specific acknowledgements below, satisfy the requirements of NRS 597.995(1).

Lessor's Acknowledgement:

Lessee's Acknowledgement:

A.N.

B.L.

## SECTION TWENTY-FIVE

### TAX LIABILITY

During the term of this Agreement, in the event that Clark County assesses a taxable value to the Land as a result of this Agreement, Lessee shall be responsible for such tax liability and to

pay the taxes assessed by Clark County, and Lessee hereby agrees to defend, protect, indemnify, and hold Lessor harmless from and against such tax liabilities.

## SECTION TWENTY-SIX

### ANNUAL REVIEW

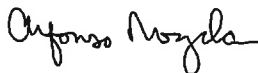
During the initial term of this Agreement, the Lessor shall provide to the City Council for review at a public meeting no later than one hundred twenty (120) days prior to the anniversary date of this amendment for calendar years 2020 and 2021, the following information to verify compliance with the terms of this agreement:

- a) Report on the legal status of the non-profit entity
- b) Income/Expense Statement of the non-profit entity for the prior twelve (12) month period
- c) The schedule of events held over the prior twelve (12) month period
- d) Proof of insurance, including any additional coverage that may have been required for the events held during the twelve (12) month period

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

LESSOR

CITY OF BOULDER CITY, NEVADA



Alfonso Noyola, City Manager

LESSEE

R/C QUARTER-SCALE ASSOCIATION OF AMERICA

E-SIGNED by Bob Leydecker  
on 2019-10-14 23:47:55 GMT

Robert Leydecker, President

ATTEST:



Lorene Krumm, City Clerk

APPROVED AS TO FORM:



Steven Morris, City Attorney

**Exhibit A**

**LEGAL DESCRIPTION OF PREMISES**

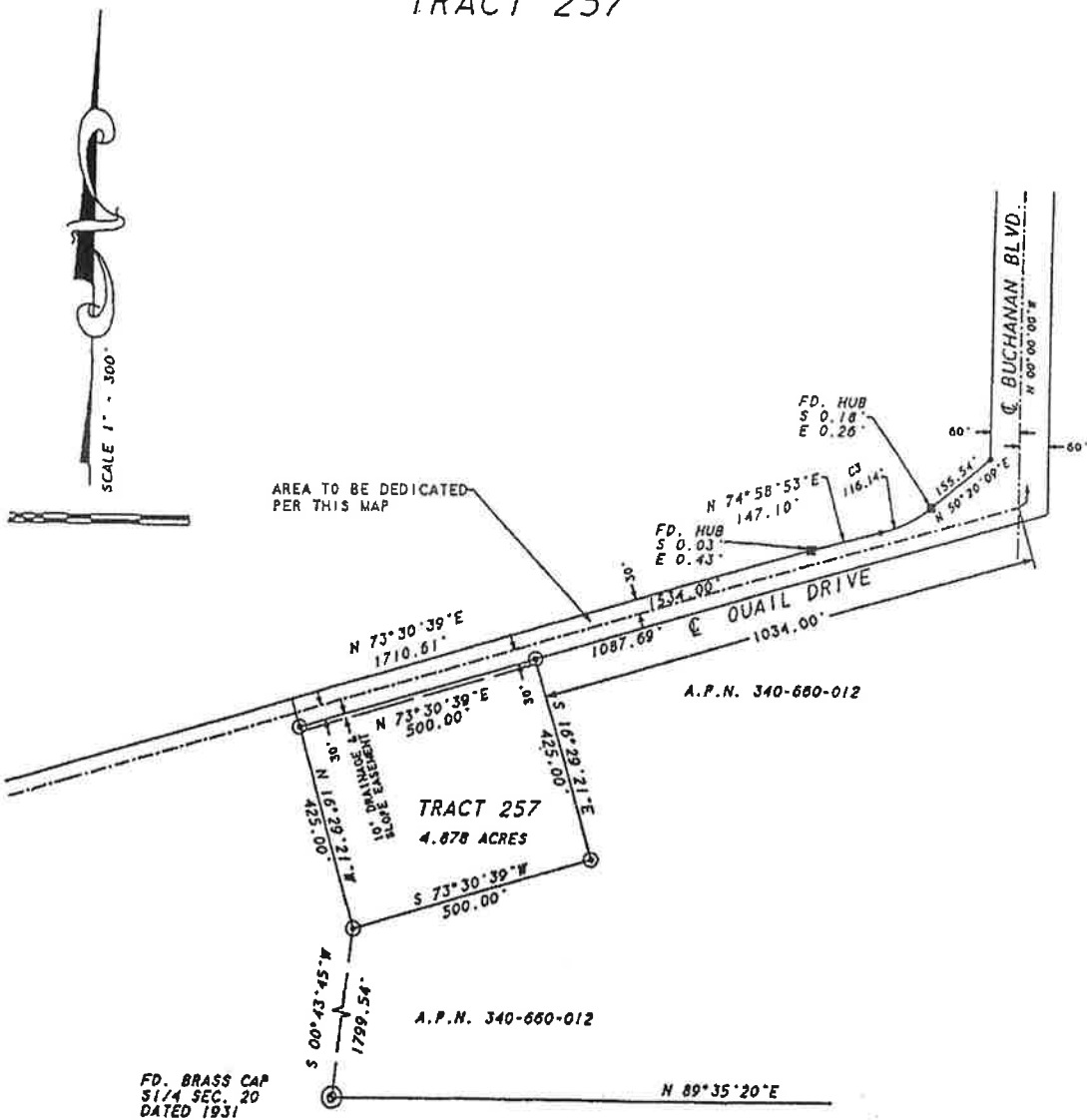
THAT PORTION OF THE NW1/4 SE1/4 QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 20; THENCE N00°43'45"E 1799.54 FEET TO THE POINT OF BEGINNING; THENCE N16°29'21"W 425.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF QUAIL DRIVE; THENCE N73°30'39"E 500.00 FEET ALONG SAID RIGHT-OF-WAY; THENCE S16°29'21"E 425.00 FEET; THENCE S73°30'39"W 500.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.878 ACRES

Exhibit B

TRACT 257





BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

# Annual or Amended List and State Business License Application



ANNUAL



AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

R/C QUARTER SCALE ASSOCIATION OF AMERICA

NAME OF ENTITY

NV19791010921

Entity or Nevada Business  
Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

**IMPORTANT:** Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

☐ Corporation  
☐ This corporation is publicly traded, the Central Index Key number is:

☒ Nonprofit Corporation (see nonprofit sections below)

☐ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership

☐ Business Trust

☐ Corporation Sole

Filed in the Office of	Business Number
<i>Barbara K. Cegavske</i>	C6165-1979
Secretary of State	Filing Number
State Of Nevada	20190272038
	Filed On
	11/06/2019 18:30:50 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

## CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

☐ 001 - Governmental Entity

☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

**For nonprofit entities formed under NRS chapter 80:** entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.  
Exemption Code 002

**For nonprofit entities formed under NRS Chapter 81:** entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

☐ Unit-owners' Association

☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

**For nonprofit entities formed under NRS Chapter 82 and 80:** Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☒ No - no additional form is required

☐ Yes - the "Charitable Solicitation Registration Statement" is required.

☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**\*\*Failure to include the required statement form will result in rejection of the filing and could result in late fees.\*\***





BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

## Annual or Amended List and State Business License Application - Continued

### Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE DIRECTOR:

ROBERT LEYDECKER

Name

USA

Country

741 SANDY DR.

Address

HENDERSON

City

NV

State

89002

Zip/Postal Code

CORPORATION, INDICATE THE SECRETARY:

WILLIAM LEYDECKER

Name

USA

Country

1723 PANDORA

Address

LAS VEGAS

City

NV

State

89123

Zip/Postal Code

CORPORATION, INDICATE THE PRESIDENT:

ROBERT LEYDECKER

Name

USA

Country

741 SANDY DR.

Address

HENDERSON

City

NV

State

89002

Zip/Postal Code

CORPORATION, INDICATE THE TREASURER:

CASEY WHISENAND

Name

USA

Country

611 BACKBONE MT DR.

Address

HENDERSON

City

NV

State

89012

Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** Robert Leydecker

Signature of Officer, Manager, Managing Member,  
General Partner, Managing Partner, Trustee,  
Subscriber, Member, Owner of Business,  
Partner or Authorized Signer

UNSIGNED

President

Title

11/06/2019

Date

FORM WILL BE RETURNED IF

2019-2020 RC Quarter Scale Association of America (NON HUMAN)

Race Schedule (revised 7/6/20)

2019

Oct 18 Points Race (cancelled)

Nov 16 Points Race

2020

Jan 11 Test and Tune

Feb 7 Points Race

Feb 8 Points Race

Feb 29 Local Practice, fun day

Mar 28 Local Practice, fun day phase 1 (10 or less people)

April 18 Points Race (canceled)

April 19 Points Race (canceled)

May 02 Local Practice, fun day phase 1 (10 or less people)

June 06 Local Practice, fun day phase 2

July 11 Local Practice, fun day

## RC Quarter Scale Association Of America

## Profit &amp; Loss

June 30, 2019 through July 1, 2020

	Jun 30, '19 - Jul 1, 20
Ordinary Income/Expense	
Income	
Program Income	
Entrance Fees	3,015.45
Total Program Income	3,015.45
Special Events Income	1,440.00
Total Income	4,455.45
Gross Profit	4,455.45
Expense	
Bank charges	50.00
Facilities and Equipment	
Equip Rental and Maintenance	1,918.57
Property Insurance	1,999.16
Utilities	1,692.06
Total Facilities and Equipment	5,609.79
Operations	
Postage, Mailing Service	55.00
Supplies	36.61
Total Operations	91.61
Tax & License	900.40
Total Expense	6,651.80
Net Ordinary Income	-2,196.35
Net Income	-2,196.35



# RC Quarter Scale Association Of America

## Balance Sheet

As of July 1, 2020

	Jul 1, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wells Fargo 1757	41.86
Wells Fargo 6188	642.59
Total Checking/Savings	684.45
Total Current Assets	684.45
<b>TOTAL ASSETS</b>	<b>684.45</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Karen Leydecker	4,079.59
Loan from Robert Leydecker	1,100.00
Total Other Current Liabilities	5,179.59
Total Current Liabilities	5,179.59
Total Liabilities	5,179.59
Equity	
Opening Balance Equity	3,021.45
Unrestricted Net Assets	-8,259.89
Net Income	743.30
Total Equity	-4,495.14
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>684.45</b>





RCQUART-01

MWILLIAMS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (702) 304-7800	<b>FAX (A/C, No):</b> (702) 386-7970
<b>INSURED</b>  R C Quarter Scale Association of America P.O. Box 91705 Henderson, NV 89009	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Mesa Underwriters Specialty	
	<b>INSURER B:</b> Ohio Security Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		MP0002009002019	7/23/2020	7/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Property</b>			BFS60008941	7/1/2020	7/1/2021	<b>Building</b> 198,682
B	<b>Property</b>			BFS60008941	7/1/2020	7/1/2021	<b>Deductible</b> 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Subject to policy terms, conditions, limitations and exclusions.

Certificate holder is included as additional insured with respect to general liability as requested per written contract per the attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

City of Boulder City  
City Hall  
401 California Ave.  
Boulder City, NV 89005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Quarterly City Manager Leave Report

### SUBJECT:

Quarterly Report of City Manager Taylour Tedder's Annual Leave Per Employment Agreement

### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Description		Type
📎	Item 16 Staff Report	Cover Memo
📎	Leave Report	Cover Memo





BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 16 Staff Report

TO: Mayor and City Council Members

FROM: Taylour Tedder, City Manager

DATE: September 28, 2021

SUBJECT: Quarterly Report of City Manager Taylour Tedder's Annual Leave Per Employment Agreement

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council receive the City Manager's quarterly leave report.

## Overview:

- In the City Manager's employment agreement, it states a report from the Manager must be submitted quarterly detailing the number of hours of vacation time taken year-to-date.
- 5 hours of leave have been taken as of the week ending 9/16/2021.

## Background Information:

Per the City Manager's employment agreement, "Employee shall report the use of any paid vacation on a quarterly basis by requesting an agenda item for the first City Council meeting scheduled in March, June, September, and December of each year. The agenda shall include a report from the Manager detailing the number of hours of vacation time taken for the year to date. Employee's compliance with these reporting requirements may be considered by the City Council during any performance evaluations of the Employee."

Future reports will show paid vacation taken broken out by quarter and the cumulative amount utilized year-to-date. As of the week ending 9/16/2021, 5 hours of leave have been taken.

Financial: None

Recommendation: Receive the City Manager's quarterly leave report.

Employee: TEDDER, TAYLOUR R

	Maximum Allowed	Earned	Taken	To Be Taken	Currently Available
<a href="#">ANNUAL (H)</a>	120.00	140.00	<a href="#">0.00</a>	0	140.00
<a href="#">SICK (H)</a>					
<a href="#">FLOATING (H)</a>	10.00	10.00	<a href="#">0.00</a>	5.00	5.00

**City Managers Report**

**SUBJECT:**

- A. Claims Paid, August 2021
- B. Financial Report, August 2021

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Staff Report - Claims Paid	Cover Memo
<input type="checkbox"/>	Claims Paid Report	Backup Material
<input type="checkbox"/>	Staff Report - Financial Report	Cover Memo
<input type="checkbox"/>	Financial Report	Backup Material



BOULDER CITY  
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MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
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CITY MANAGER:  
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WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 17A Staff Report

TO: Taylour Tedder, City Manager

FROM: Diane Pelletier, Finance Director

DATE: September 28, 2021

SUBJECT: City Manager's Report  
Claims Paid Report

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: Provide City Council a list of Claims paid and voided.

Overview: Attached is the Claims Paid Report. All checks were written on Nevada State Bank.

Background Information: I hereby certify that the attached Claims Paid Report meets the following requirements:

- a) That the funds were available;
- b) That the items or services were duly authorized by the proper official and have been received or rendered in accordance with the purchasing agreement; and
- c) That the claim is accurate in amount and properly charged against the treasury.

Financial: Informational only.

Boulder City Strategic Plan Goal: Goal #1, Achieve Prudent Financial Stewardship.

Department Recommendation: The Finance Department respectfully requests that the City Council receive this report.

Attachment: Claims Paid Report.



**Claims Paid Report**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223718	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	119158	10500	5611		4.99
600223719	08/04/2021	EFT	1218	ALTEC INDUSTRIES	11688658	61650	5303		59.08
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	111M34W63PD1	10500	5610		143.49
600223721	08/04/2021	EFT	1200	AUTO SPECIALISTS BOULDER CITY INC	H356974	22493	5303		15.00
600223722	08/04/2021	EFT	3819	AUTOZONE STORES LLC	5724506602	22493	5303		34.18
600223723	08/04/2021	EFT	3823	AZTECA SYSTEMS HOLDINGS LLC	INV4015	60460	5510		15,000.00
600223724	08/04/2021	EFT	2194	BOULDER CITY FIREFIGHTERS ASSOCIATION	072921	10	2030		315.00
600223725	08/04/2021	EFT	1131	BOULDER CITY MAGAZINE LLC	5786	10760	5503		137.50
600223726	08/04/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	072921	25	2030		30.00
600223727	08/04/2021	EFT	3004	BOULDER CITY PROFESSIONAL FIREFIGHTERS ASSO(BCPFA)	072921	10	2030		900.00
600223728	08/04/2021	EFT	3713	BRADY COMPANIES LLC	6929687	10700	5607		396.80
600223729	08/04/2021	EFT	1074	BRENDA LEE PIERFELICE	7072058	10500	5104		75.00
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981119018	10500	5303		50.81
600223731	08/04/2021	EFT	1341	CDW GOVERNMENT INC	G795362	10500	5603		1,170.70
600223732	08/04/2021	EFT	2063	CENTURYLINK	JUL 2021 665	10500	5502		1,765.32
600223733	08/04/2021	EFT	2063	CENTURYLINK	JUL 2021 147	10500	5502		127.44
600223734	08/04/2021	EFT	2063	CENTURYLINK	AUGUST 2021 953	54830	5502		294.01
600223735	08/04/2021	EFT	2042	CLARK COUNTY INFO TECH DEPT	90260221	22493	5611		1,768.92
600223736	08/04/2021	EFT	2042	CLARK COUNTY INFO TECH DEPT	90260222	10520	5502		30,661.28
600223737	08/04/2021	EFT	2042	CLARK COUNTY INFO TECH DEPT	90260414	10520	5104		207.00
600223738	08/04/2021	EFT	2325	COOPER ROOFING AND SOLAR LLC	CS2034	10620	5301		680.00
600223739	08/04/2021	EFT	2501	DANA KEPNER CO INC	2022373800	62670	5302		16,350.00
600223740	08/04/2021	EFT	3489	DATAPROSE LLC	3P53435	60685	5507		1,041.25
600223741	08/04/2021	EFT	3805	EATON CORPORATION	57219738	61650	5301		6,692.00
600223742	08/04/2021	EFT	2457	ENERGETIC LAWN CARE INC DBA ENERGETIC LANDSCAPES	44433	54830	5305		300.00
600223743	08/04/2021	EFT	1052	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	94074632	10435	5510		27,500.00
600223744	08/04/2021	EFT	1022	EWING IRRIGATION PRODUCTS INC	14794986	10615	5305		1,809.55
600223745	08/04/2021	EFT	3609	FERGUSON US HOLDINGS INC	0959714	62670	5302		2,499.75
600223746	08/04/2021	EFT	2467	FUN EXPRESS LLC	71074182701	10712	5602		482.18
600223747	08/04/2021	EFT	906	GRAINGER INC	9972455399	10620	5603		(98.64)
600223748	08/04/2021	EFT	1448	GREEN VALLEY TURF EQUIPMENT CORP	504265	10615	5605		230.39
600223749	08/04/2021	EFT	1051	HAAKER EQUIPMENT COMPANY	N00547	45900	5903	V2204	61,972.00
600223750	08/04/2021	EFT	1313	JOHNSTONE SUPPLY OF HENDERSON	38855003437001	10620	5302		225.88
600223751	08/04/2021	EFT	2851	KENNETH J. BEAULIEU	11321	40490	5605	M4902	1,150.00
600223752	08/04/2021	EFT	3712	BOULDER CITY REVIEW	I0001155024	10400	5503		106.00
600223753	08/04/2021	EFT	975	D & D MARKETING GROUP	353535	10750	5607		380.12
600223754	08/04/2021	EFT	1266	MC CANDLESS INTERNATIONAL	X10080092901	10610	5302		517.95
600223755	08/04/2021	EFT	2078	MOBILE MINI INC	9011116514	10750	5402		61.60
600223756	08/04/2021	EFT	3331	MUNICIPAL CODE CORPORATION	00361199	10420	5102		405.19
600223757	08/04/2021	EFT	3200	PAR ELECTRICAL CONTRACTORS INC.	93837	61900	5905	E1909	23,386.80
600223758	08/04/2021	EFT	1506	PARAGON BUILDING PRODUCTS	1145363IN	62670	5302		252.00
600223759	08/04/2021	EFT	1211	PRINTY ESQ MICHAEL P	072121	10490	5102		260.00
600223760	08/04/2021	EFT	3284	DOWNSTREAM AVIATION LP	86756	54830	5306		13,995.00
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	62670	5507		439.28
600223762	08/04/2021	EFT	1263	REBEL OIL CO INC	2041269IN	10610	5604		109.85
600223763	08/04/2021	EFT	3299	REGAL PACIFIC CONTRACTING & COMPLIANCE INC.	151073	54830	5306		5,562.50
600223764	08/04/2021	EFT	1254	SILVER STATE GLASS & MIRROR CO, INC	30478	10620	5301		1,370.00
600223765	08/04/2021	EFT	929	SIMPSON NORTON CORPORATION	411007700	10615	5302		140.00
600223766	08/04/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500113515	60685	5303		338.80
600223767	08/04/2021	EFT	3789	STAPLES, INC	3482944781	10520	5610		20.10
600223768	08/04/2021	EFT	861	STASIK CONSULTING SVC/SCS	202179	10510	5101		1,368.95
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	80	2023		4,417.27
600223770	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021 PERS	10	2023		622.14
600223771	08/04/2021	EFT	3164	T38FAX, INCORPORATED	140061	10435	5102		29.16
600223772	08/04/2021	EFT	1468	THATCHER COMPANY OF NEVADA INC	5069259	63675	5601		1,374.10
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435711	10700	5614		151.62
600223774	08/04/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	072921	63	2029		7.00
600223775	08/04/2021	EFT	999	URBAN JUNGLE CONTRACTORS LTD.	2329	30900	5905	R2106	33,780.00
600223776	08/04/2021	EFT	3289	US FUELING SOLUTIONS	23841	54830	5306		189.47
600223777	08/04/2021	EFT	3325	V UNIFORMS LLC	6232	10500	5614		186.00
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	80	2020		150.00
600223779	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579506	25	2020		200.00
600223780	08/04/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	579509	63	2020		68.25
600223781	08/04/2021	EFT	2203	VC3 INC	63839	10450	5102		750.00
600223782	08/04/2021	EFT	1035	WAXIE'S ENTERPRISES INC.	80149446	10700	5607		80.97
600223783	08/04/2021	PRINTED	3162	AAROWHEAD SECURITY INC.	301010289	10500	5102		2,550.00
600223784	08/04/2021	PRINTED	3263	HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.	015976283	10800	5102		527.76
600223785	08/04/2021	PRINTED	924	AT&T MOBILITY	287259982285x072121	10400	5502		43.43
600223786	08/04/2021	PRINTED	924	AT&T MOBILITY	287289003768x072121	10500	5502		2,578.42
600223787	08/04/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	280476	40530	5605	Z5037	224.92
600223788	08/04/2021	PRINTED	2387	SCHULTZ FAMILY ENTERPRISES LLC	JULY 2021 AC	10530	5611		11.00
600223789	08/04/2021	PRINTED	1520	CAPITAL WESTWARD SYSTEMS & CONTROLS	INV13072	62670	5603		151.20
600223790	08/04/2021	PRINTED	1432	CINTAS CORPORATION NO. 3	5070450331	10530	5611		726.30
600223791	08/04/2021	PRINTED	2042	CLARK COUNTY RECORDER	080221	61047	4714		126.00
600223792	08/04/2021	PRINTED	2042	CLARK COUNTY TREASURER	18610501002 FY22	10460	5508		381.98
600223793	08/04/2021	PRINTED	2042	CLARK COUNTY TREASURER	18608502022 FY22	10460	5508		463.44
600223794	08/04/2021	PRINTED	3143	CORE & MAIN LP	O250998	62670	5302		3,380.65
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	62670	5502		51.39
600223796	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JUL AUG 2021 MCT	10490	5502		26.93
600223797	08/04/2021	PRINTED	782	E-Z GO DIV OF TEXTRON	92666647	10760	5303		509.87
600223798	08/04/2021	PRINTED	2081	FEDERAL EXPRESS CORP	744550656	46850	5506		5.71
600223799	08/04/2021	PRINTED	2060	FLIGHT LIGHT INC	0078311IN	54830	5301		1,740.02
600223800	08/04/2021	PRINTED	1429	FORD COUNTRY	1403429	10500	5303		249.03
600223801	08/04/2021	PRINTED	1447	CHARLES ROWLETT	19083	10500	5303		44.00
600223802	08/04/2021	PRINTED	1231	HELENA CHEMICAL COMPANY	63764387	10615	5305		1,950.00
600223803	08/04/2021	PRINTED	1421	HENDERSON CHEVROLET CORP	913002	10500	5303		98.07
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A337336	10530	5611		219.60
600223805	08/04/2021	PRINTED	1403	HOPKINS BILL	071621	10500	5301		616.00
600223806	08/04/2021	PRINTED	946	IMPACT SAND & GRAVEL	19967	62670	5302		237.88
600223807	08/04/2021	PRINTED	3426	MEDICAL MANAGEMENT SERVICES INC	Jun 2021	10510	5102		1,540.85
600223808	08/04/2021	PRINTED	2156	JACKSON-HIRSH INC	1047988	10700	5610		134.81
600223809	08/04/2021	PRINTED	2343	JUMPER MAN PARTY RENTALS	2107151219277651	40700	5605	Z7117	479.98
600223810	08/04/2021	PRINTED	3023	LAS VEGAS TACTICAL LLC	173852	10500	5614		171.23

**Claims Paid Report**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223811	08/04/2021	PRINTED	1518	LESLIE'S POOL SUPPLIES INC	0300105012430	10740	5601		1,257.83
600223812	08/04/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	1636	30900	5905	G2107	638.78
600223813	08/04/2021	PRINTED	3706	MATTHEW BENDER & COMPANY INC.	26260875	10490	5508		159.43
600223814	08/04/2021	PRINTED	3111	NATIONAL TESTING NETWORK, INC.	8760	10450	5512		500.00
600223815	08/04/2021	PRINTED	2965	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.	955706945	10450	5102		71.50
600223816	08/04/2021	PRINTED	1208	OFFICE DEPOT INC	182727135001	60685	5610		94.49
600223817	08/04/2021	PRINTED	5000	Arden, Linda	56113	10044	4451		36.00
600223818	08/04/2021	PRINTED	5000	ASHLEY JESSICA SCHOTT	21TR760/1245	10	2009		120.00
600223819	08/04/2021	PRINTED	5000	Beine, Karen	55958.	10044	4451		28.00
600223820	08/04/2021	PRINTED	5000	BRYANT SOLOMAN	21CR178/1247	10	2009		570.00
600223821	08/04/2021	PRINTED	5000	Challenger Sports Corp	56315	10044	4460		375.00
600223822	08/04/2021	PRINTED	5000	DARIO SANDOVAL JR.	21CR152/1246	10	2009		640.00
600223823	08/04/2021	PRINTED	5000	Gardner, Samantha	55574	10	2010		50.00
600223824	08/04/2021	PRINTED	5000	Greene, Sandra	56323	10	2010		100.00
600223825	08/04/2021	PRINTED	5000	Hawkins, Jan	55946/55949	10044	4451		28.00
600223826	08/04/2021	PRINTED	5000	Hixon, Jenna	56318	10	2010		50.00
600223827	08/04/2021	PRINTED	5000	Houser, Darrell	56396	10	2010		50.00
600223828	08/04/2021	PRINTED	5000	In Color Brand LLC	55637	10	2010		200.00
600223829	08/04/2021	PRINTED	5000	KAITLIN STOECKER	21CR179/1248	10	2009		990.00
600223830	08/04/2021	PRINTED	5000	LANI GAY KREIGH	21CR175/1249	10	2009		300.00
600223831	08/04/2021	PRINTED	5000	Leavitt, Jennifer	56398	10	2010		50.00
600223832	08/04/2021	PRINTED	5000	MARIETTA & HAYES RENTAL PROPERTY	92119	61	1203		133.79
600223833	08/04/2021	PRINTED	5000	Mayfield, Frances	56160	10044	4451		16.00
600223834	08/04/2021	PRINTED	5000	Murphy, Misha	56325	10044	4453		40.00
600223835	08/04/2021	PRINTED	5000	Olsen, Eileen	56157	10044	4451		36.00
600223836	08/04/2021	PRINTED	5000	Salgado, Mickie	56112	10	2010		100.00
600223837	08/04/2021	PRINTED	5000	Sanna, Amy	56280	10044	4453		40.00
600223838	08/04/2021	PRINTED	5000	SIMPSON, NAOMI	92118	61	1203		81.00
600223839	08/04/2021	PRINTED	5000	Smith, Nicole	56197	10	2010		50.00
600223840	08/04/2021	PRINTED	5000	St. Pierre, Erica	56148	10	2010		50.00
600223841	08/04/2021	PRINTED	5000	SUMMIT LINE CONSTRUCTION	92120	62	1203		125.31
600223842	08/04/2021	PRINTED	5000	Thomas Healing	07272021	40500	5605	Z5042	1,500.00
600223843	08/04/2021	PRINTED	5000	Umrani, Arabia	55882	10044	4460		50.00
600223844	08/04/2021	PRINTED	5000	Whitmeyer, Andrea	56324	10	2010		50.00
600223845	08/04/2021	PRINTED	5000	Wood, Curtis	56111	10	2010		50.00
600223846	08/04/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	072921	26	2030		80.00
600223847	08/04/2021	PRINTED	2157	ROADSAFE TRAFFIC SYSTEMS INC	135785	10610	5603		5,825.00
600223848	08/04/2021	PRINTED	2326	SENIOR CENTER OF BOULDER CITY INC	FY22 ANNUAL GRANT	10730	5103	CD006	219,104.11
600223849	08/04/2021	PRINTED	1157	SIERRA SPRINGS	14585566 071421	10400	5611		6.00
600223850	08/04/2021	PRINTED	1157	SIERRA SPRINGS	15323280 071521	10410	5610		48.88
600223851	08/04/2021	PRINTED	1157	SIERRA SPRINGS	15866937 072121	10430	5611		51.87
600223852	08/04/2021	PRINTED	991	SUPREME COURT OF NEVADA-ADMIN OFFICE OF THE COURTS	257	22492	5103		9,500.00
600223853	08/04/2021	PRINTED	991	STATE COLLECTIONS AND DISBURSEMENT UNIT (SCADU)	072921	54	2033		70.85
600223854	08/04/2021	PRINTED	991	STATE OF NEVADA	Reciprocity 38777	10500	5509		200.00
600223855	08/04/2021	PRINTED	2409	ARIZONA MACHINERY	P31788	10615	5302		261.98
600223856	08/04/2021	PRINTED	1471	TYLER TECHNOLOGIES INC	045347310	10435	5102		7,856.00
600223857	08/04/2021	PRINTED	2077	A COMPANY INC	11412231565	61900	5905	E1909	326.55
600223858	08/04/2021	PRINTED	3827	VARSITY BRANDS HOLDINGS CO., INC	913257953	10722	5602		315.89
600223859	08/04/2021	PRINTED	2564	WESTSIDE BUILDING MATERIAL LAS VEGAS, INC.	2036498000	30900	5905	G2107	174.11
600223860	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118561	61655	5301		26.96
600223861	08/04/2021	EFT	1053	ADVANTAGE CIVIL DESIGN GROUP LLP	5183	10625	5102		1,323.00
600223862	08/04/2021	EFT	1218	ALTEC INDUSTRIES	50798991	61650	5303		1,550.90
600223863	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1X3RKN4LMK7V	10716	5602		36.96
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	63675	5203		249.00
600223865	08/04/2021	EFT	3003	ASSURED DOCUMENT DESTRUCTION, INC.	355806	10420	5103		147.00
600223866	08/04/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922131554	61900	5905	E1909	7,619.00
600223867	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981115433	10500	5303		80.03
600223868	08/04/2021	EFT	3113	CITY ELECTRIC SUPPLY	HEN107015	61650	5301		5,289.75
600223869	08/04/2021	EFT	1046	GRISWOLD INDUSTRIES	825137	62670	5302		20,500.30
600223870	08/04/2021	EFT	3314	CSG CONSULTANTS INC	37117	10800	5102		46,617.50
600223871	08/04/2021	EFT	3314	CSG CONSULTANTS INC	37758	10800	5102		16,870.00
600223872	08/04/2021	EFT	2807	FENNEMORE CRAIG, P.C	1078681	62900	5905	UW171	7,141.64
600223873	08/04/2021	EFT	1122	FISHER & PHILLIPS LLP	1535077	10450	5102		273.00
600223874	08/04/2021	EFT	1051	HAAKER EQUIPMENT COMPANY	D20250	63675	5302		876.00
600223875	08/04/2021	EFT	1311	JOHN HALL HOWARD JR	20CR237	10490	5102		450.00
600223876	08/04/2021	EFT	1105	KIMLEY HORN AND ASSOCIATES INC	19136663	54830	5104		27,500.00
600223877	08/04/2021	EFT	3712	LAS VEGAS REVIEW JOURNAL, INC	I0001149138	10420	5101		59.00
600223878	08/04/2021	EFT	3018	LGA ARCHITECTURE	384200014	30900	5905	C2005	27,225.00
600223879	08/04/2021	EFT	3794	NAYAR UNDERGROUND LLC	PAYAPP5	61900	5905	UE182	232,648.68
600223880	08/04/2021	EFT	3200	PAR ELECTRICAL CONTRACTORS INC.	93512	61900	5905	E1909	23,620.60
600223881	08/04/2021	EFT	1263	REBEL OIL CO INC	038914RDM	10610	5604		86.94
600223882	08/04/2021	EFT	3402	SCHUETZE, NCGAHA, TURNER AND FERRIS	21CR90	10490	5102		100.00
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	61650	5614		343.95
600223884	08/04/2021	PRINTED	2084	ARC HEALTH & WELLNESS CENTERS LLC	2088517	10500	5102		525.00
600223885	08/04/2021	PRINTED	924	AT&T MOBILITY	287259982285x062121	10400	5502		43.43
600223886	08/04/2021	PRINTED	3714	BAILEY KENNEDY LLP	40387	43460	5103		3,275.50
600223887	08/04/2021	PRINTED	1294	CENTENNIAL CONCRETE CORP	7807	61650	5301		2,830.00
600223888	08/04/2021	PRINTED	2443	CG&B ENTERPRISES INC	21093	30900	5905	C2109	42,051.86
600223889	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A326374	10620	5302		41.99
600223890	08/04/2021	PRINTED	946	IMPACT SAND & GRAVEL	15894	62670	5302		190.59
600223891	08/04/2021	PRINTED	1157	DS SERVICES OF AMERICA, INC.	15323280 061721	10410	5610		49.84
600223892	08/04/2021	PRINTED	1157	SIERRA SPRINGS	1458556661621	10400	5611		44.91
600223893	08/04/2021	PRINTED	836	STANLEY CONVERGENT SECURITY	6001339631	54830	5202		292.79
600223894	08/04/2021	PRINTED	991	ST OF NV DEPT OF PUBLIC SAFETY	57088	10450	5102		65.50
600223895	08/04/2021	PRINTED	991	ST OF NV DEPT OF PUBLIC SAFETY	57199	10450	5102		322.00
600223896	08/04/2021	PRINTED	991	DEPT OF AGRI-ANIMAL DISEASE & FOOD	25127 072921	10530	5102		35.00
600223897	08/04/2021	PRINTED	991	STATE OF NEVADA	18678	10800	5508		20.00
600223898	08/04/2021	PRINTED	952	LUBAWY & ASSOC	11895	46850	5103		2,000.00
600223899	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TL	10610	5302		122.09
600223900	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DP	10430	5508		295.00
600223901	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LL	10465	5611		81.28
600223902	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BB	10450	5610		39.99
600223903	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KB	10410	5610		138.54

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223904	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MN	63675	5502		225.00
600223905	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BA	60685	5401		329.37
600223906	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TS	10500	5509		183.88
600223907	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 PR	10500	5509		17.30
600223908	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MD	10500	5303		300.00
600223909	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TH	10500	5509		184.82
600223910	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 VA	10500	5303		60.00
600223911	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 HC	10500	5611		19.14
600223912	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 AJ	10500	5509		320.34
600223913	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GP	45900	5903	V2204	305.84
600223914	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MM	10800	5506		23.85
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10500	5303		210.00
600223916	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KL	10722	5602		56.64
600223917	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LG	54830	5508		730.00
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	30900	5905	G2107	7.18
600223919	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DB	61655	5301		39.96
600223920	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MP	61650	5303		20.00
600223921	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 NW	10510	5610		64.99
600223922	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 SM	10510	5603		444.00
600223924	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 JR	10510	5603		449.99
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	40490	5605	M4902	180.00
600223926	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 RH POOL	40700	5605	Z7117	40.00
600223927	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 RH	10700	5605		60.00
600223928	08/16/2021	PRINTED	980	BOULDER CITY HOSPITAL INC	Vaccine campaign 1	10410	5616		10,000.00
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		214.32
600223930	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 AB	45900	5903	V2105	7.00
600223931	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 EC	10620	5301		26.99
600223932	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BK	30900	5905	G2107	579.54
600223933	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 JL	10500	5303		9.78
600223934	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LO	10440	5610		35.50
600223935	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BW	10440	5610		9.45
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	30900	5905	G2107	217.86
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DS	10620	5302		176.64
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5611		27.84
600224001	08/18/2021	EFT	2244	CLYDE CALDWELL	2805	40700	5605	Z7136	708.00
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119356	62670	5302		499.58
600224003	08/18/2021	EFT	1218	ALTEC INDUSTRIES	50812367	61650	5303		1,141.73
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1DRCD6QYDTYI	10800	5610		84.38
600224005	08/18/2021	EFT	1464	AMERICAN PAVEMENT PRESERVATION LLC	15576	30900	5905	C2103	46,108.44
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	63675	5203		249.00
600224007	08/18/2021	EFT	3003	ASSURED DOCUMENT DESTRUCTION, INC.	359977	10420	5103		147.00
600224008	08/18/2021	EFT	3382	AUTOMATION-X CORPORATION	INV308449	10615	5603		3,827.42
600224009	08/18/2021	EFT	3155	WINNER MOTORCYCLES LLC	28844	10500	5303		187.42
600224010	08/18/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922491830	61650	5301		235.64
600224011	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021	64044	4441		(18,088.04)
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	63675	5204		158.61
600224013	08/18/2021	EFT	2194	BOULDER CITY FIREFIGHTERS ASSOCIATION	081221	10	2030		315.00
600224014	08/18/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	081221	25	2030		30.00
600224015	08/18/2021	EFT	3004	BOULDER CITY PROFESSIONAL FIREFIGHTERS ASSO(BCPFA)	081221	10	2030		900.00
600224016	08/18/2021	EFT	3482	CAROLLO ENGINEERS, INC	FB12592	62670	5102		15,685.61
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119775	10500	5303		301.48
600224018	08/18/2021	EFT	1341	CDW GOVERNMENT INC	H547396	10500	5603		791.19
600224019	08/18/2021	EFT	994	CITY OF HENDERSON	MSC5035881	10500	5103		22,394.75
600224020	08/18/2021	EFT	2042	CLARK COUNTY INFO TECH DEPT	90260220	10520	5502		10,023.88
600224021	08/18/2021	EFT	1021	L N CURTIS & SONS	INV499675	10510	5603		784.75
600224022	08/18/2021	EFT	2196	DALE'S SINCLAIR INC	1233 FY21	10500	5303		84.83
600224023	08/18/2021	EFT	3489	DATAPROSE LLC	DP2102496	60685	5507		5,083.93
600224024	08/18/2021	EFT	1245	DELL MARKETING L.P.	10509583803	60685	5603		1,576.72
600224025	08/18/2021	EFT	1095	DLT SOLUTIONS LLC	S1530738	10625	5510		2,465.10
600224026	08/18/2021	EFT	1511	THE ABY MFG GROUP INC	0159909IN	10510	5603		234.50
600224027	08/18/2021	EFT	1022	EWING IRRIGATION PRODUCTS INC	14949027	10615	5305		431.21
600224028	08/18/2021	EFT	3609	FERGUSON US HOLDINGS INC	0964345	10615	5305		117.94
600224029	08/18/2021	EFT	2940	FIRST ADVANTAGE OCCUPATIONAL HEALTH SVC CORP	2517802107	10450	5102		392.88
600224030	08/18/2021	EFT	1122	FISHER & PHILLIPS LLP	1546830	10450	5102		642.00
600224031	08/18/2021	EFT	2932	GCW, INC.	109908	63900	5905	S2101	400.00
600224032	08/18/2021	EFT	2474	GEOTECHNICAL & ENVIRONMENTAL SERVICES INC	58952	61900	5905	E1901	3,520.00
600224033	08/18/2021	EFT	906	GRAINGER INC	9010618842	10615	5605		38.88
600224034	08/18/2021	EFT	1448	GREEN VALLEY TURF EQUIPMENT CORP	506545	10615	5603		181.98
600224035	08/18/2021	EFT	3170	HORROCKS ENGINEERS, INC.	63070	61900	5905	UE182	28,660.00
600224036	08/18/2021	EFT	2279	HUGHES FIRE EQUIPMENT INC	566179	10510	5303		83.06
600224037	08/18/2021	EFT	3691	JAMS, INC	5814936	62900	5905	UW171	5,000.00
600224038	08/18/2021	EFT	3480	KEEGAN LITRELL	92407	10600	5509		29.90
600224039	08/18/2021	EFT	2086	LAS VEGAS CONVENTION AUTHORITY	Jul 2021	10	2006		24,726.15
600224040	08/18/2021	EFT	3712	LAS VEGAS REVIEW JOURNAL, INC	10001156331	10400	5503		215.52
600224041	08/18/2021	EFT	975	D & D MARKETING GROUP	355260	10750	5607		474.82
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1118640	10510	5611		33.25
600224043	08/18/2021	EFT	3682	LOOMIS ARMORED US, LLC	12857322	10430	5102		691.57
600224044	08/18/2021	EFT	3794	NAYAR UNDERGROUND LLC	PAYAPP2 211122WD	62900	5905	W2006	174,556.32
600224045	08/18/2021	EFT	3487	SPORTSENGINE INC	12133	10450	5102		277.50
600224046	08/18/2021	EFT	3200	PAR ELECTRICAL CONTRACTORS INC.	142107086	61900	5905	E2001	235,182.00
600224047	08/18/2021	EFT	3284	DOWNSTREAM AVIATION LP	87294	54830	5306		1,330.50
600224048	08/18/2021	EFT	1263	REBEL OIL CO INC	7040243IN	10	1402		14,365.32
600224049	08/18/2021	EFT	3299	REGAL PACIFIC CONTRACTING & COMPLIANCE INC.	151081	54830	5306		1,543.75
600224050	08/18/2021	EFT	2132	ROYAL REFRIGERATION INC	111942	10750	5508		295.00
600224051	08/18/2021	EFT	2124	SATELLITE TRACKING OF PEOPLE LLC	STPINV00091600	10490	5102		1,548.36
600224052	08/18/2021	EFT	794	SCHAPER GOLF CORPORATION	JULY 2021 MERCH/TAX	10760	2018		6,024.25
600224053	08/18/2021	EFT	3402	SCHUETZE, NCGAHA, TURNER AND FERRIS	21CR000958N	10490	5102		360.00
600224054	08/18/2021	EFT	1193	SILVER STATE ENERGY ASSOCIATION	01314	61650	5504		760,525.00
600224055	08/18/2021	EFT	929	SIMPSON NORTON CORPORATION	159319000	10615	5302		53.65
600224056	08/18/2021	EFT	2418	SITEONE LANDSCAPE SUPPLY-	110501417001	49900	5905	R2107	23,438.38
600224057	08/18/2021	EFT	2483	SOLOMON CORP	350374	61650	5904		8,292.00
600224058	08/18/2021	EFT	1284	SOUTHERN NEVADA GOLF ASSOCIATION	18756	10750	5508		1,560.00
600224059	08/18/2021	EFT	1411	SOUTHERN NEVADA WATER AUTHORITY	07210012	62670	5505		103,127.00

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600224060	08/18/2021	EFT	1411	SOUTHERN NEVADA WATER AUTHORITY	07210007	62670	5505		387,476.30
600224061	08/18/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500115461	61650	5303		450.04
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483947530	10520	5610		15.28
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202109	10510	5101		154.00
600224064	08/18/2021	EFT	2159	TARGET CONSTRUCTION INC	APP3	30900	5905	C2009	170,327.96
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	80	2025		2,300.00
600224066	08/18/2021	EFT	1468	THATCHER COMPANY OF NEVADA INC	5069883	63675	5601		1,691.20
600224067	08/18/2021	EFT	1324	RALPH'S AMERICAN CAR DBA	19230	61650	5303		28.50
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512441348	10700	5614		124.98
600224069	08/18/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	081221	63	2029		7.00
600224070	08/18/2021	EFT	3289	US FUELING SOLUTIONS	23859	54830	5306		44.15
600224071	08/18/2021	EFT	3781	USIC HOLDINGS, INC	455558	61900	5905	E1909	1,462.00
600224072	08/18/2021	EFT	3201	VALLEY COLLECTION SERVICE, LLC	4998	22493	5611		799.70
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	80	2020		150.00
600224074	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588296	25	2020		200.00
600224075	08/18/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	588297	63	2020		68.25
600224076	08/18/2021	EFT	2203	VC3 INC	64204	10435	5102		34,577.31
600224077	08/18/2021	EFT	2971	CAPITAL SOUTH PROJECTS LLC	129094	10760	5610		863.93
600224078	08/18/2021	EFT	1035	WAXIE'S ENTERPRISES INC.	80211987	10700	5607		639.09
600224079	08/18/2021	EFT	2494	WEX BANK DBA WRIGHT EXPRESS FSC INC	73125689	10500	5604		1,269.17
600224080	08/18/2021	PRINTED	3832	AIR VACUUM CORPORATION	14947GSA	30900	5905	F2104	2,831.55
600224081	08/18/2021	PRINTED	2094	ALBERTSONS / SAFEWAY	00806062	40700	5605	Z7117	54.91
600224082	08/18/2021	PRINTED	3675	AMERICAN FUTURE SYSTEMS INC.	A27355140	10500	5508		119.00
600224083	08/18/2021	PRINTED	3613	ARNETT INDUSTRIES LLC	INV87263	61650	5301		1,295.94
600224084	08/18/2021	PRINTED	924	AT&T MOBILITY	287286233851x072121	10510	5502		946.92
600224085	08/18/2021	PRINTED	3714	BAILEY KENNEDY LLP	40475	43460	5103		1,575.00
600224086	08/18/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	282077	40530	5605	Z5037	57.88
600224087	08/18/2021	PRINTED	2387	SCHULTZ FAMILY ENTERPRISES LLC	870433	10700	5605		8.00
600224088	08/18/2021	PRINTED	2216	BOULDER TOWNSHIP CONSTABLES OFFICE	072621	10440	5102		20.00
600224089	08/18/2021	PRINTED	2216	BOULDER TOWNSHIP CONSTABLES OFFICE	080221	10440	5102		42.00
600224090	08/18/2021	PRINTED	883	CALLAWAY GOLF / TOP FLIGHT CORP	932837303	10750	5606		2,625.00
600224091	08/18/2021	PRINTED	1520	CAPITAL WESTWARD SYSTEMS & CONTROLS	INV13159	63675	5603		2,667.12
600224092	08/18/2021	PRINTED	3589	CASCATA LLC	BC Day 090121	40700	5605	Z7117	17,280.00
600224093	08/18/2021	PRINTED	2443	CG&B ENTERPRISES INC	210904	30900	5905	C2109	8,526.15
600224094	08/18/2021	PRINTED	3829	CI TECHNOLOGIES INC	3657	10500	5510		15,600.00
600224095	08/18/2021	PRINTED	2042	CLARK COUNTY DEPT OF FINANCE	Jul 2021	10	2006		5,634.18
600224096	08/18/2021	PRINTED	2042	CLARK COUNTY TREASURER	1252	10	2006		1,133.00
600224097	08/18/2021	PRINTED	2042	CLARK COUNTY TREASURER	Jul2021	10	2006		2,842.95
600224098	08/18/2021	PRINTED	2089	CLARK COUNTY SCHOOL DISTRICT	Jul 2021	10	2006		9,095.29
600224099	08/18/2021	PRINTED	1125	COX COMMUNICATIONS INC	AUG 2021 NET/PHONES	10700	5502		286.04
600224100	08/18/2021	PRINTED	1125	COX COMMUNICATIONS INC	AUG 2021 MGC	10760	5508		185.95
600224101	08/18/2021	PRINTED	2767	DANIEL MICHAEL J	92406	10500	5303		23.38
600224102	08/18/2021	PRINTED	2506	DIELCO CRANE SERVICE INC	218181	61900	5905	E1909	8,129.63
600224103	08/18/2021	PRINTED	1514	DIRECTV	064850034x210810	10700	5603		442.02
600224104	08/18/2021	PRINTED	3416	DOOLEY ENTERPRISES INC	61032	10500	5612		9,042.80
600224105	08/18/2021	PRINTED	782	E-Z GO DIV OF TEXTRON	92686913	10760	5303		364.97
600224106	08/18/2021	PRINTED	2081	FEDERAL EXPRESS CORP	745322311	10430	5506		7.20
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1404798	10500	5303		131.39
600224108	08/18/2021	PRINTED	3671	HEAVEN CAN WAIT ANIMAL SOCIETY	1928528	10530	5102		994.00
600224109	08/18/2021	PRINTED	1231	HELENA CHEMICAL COMPANY	63764621	10615	5305		1,100.00
600224110	08/18/2021	PRINTED	3722	HELIIX LABORATORIES INC	22224	63675	5302		13,200.00
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A337387	10620	5301		6.99
600224112	08/18/2021	PRINTED	3253	INTRINSIC INTERVENTIONS	13776	40490	5605	M4901	1,505.25
600224113	08/18/2021	PRINTED	3268	ION WAVE TECHNOLOGIES, INC.	10224 FY22	10430	5508		3,300.00
600224114	08/18/2021	PRINTED	2988	KAMINSKY, SULLENBERGER & ASSOCIATES, INC.	20211912	10500	5509		350.00
600224115	08/18/2021	PRINTED	3818	KARL STORZ ENDOSCOPY-AMERICA INC	95485993	10510	5611		206.75
600224116	08/18/2021	PRINTED	935	IMAGE CRAFT LLC	75117	54830	5605		2,310.00
600224117	08/18/2021	PRINTED	3834	LARRY A GOLAY	28572	10620	5301		118.00
600224118	08/18/2021	PRINTED	1518	LESLIE'S POOL SUPPLIES INC	0300105012730	10740	5601		577.90
600224119	08/18/2021	PRINTED	1221	LEXISNEXIS RISK DATA MANAGEMENT INC	124978420210731	10500	5510		100.00
600224120	08/18/2021	PRINTED	3473	LISA LAPLANTE	92408	10465	5509		50.03
600224121	08/18/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	02045	30900	5905	G2107	274.82
600224122	08/18/2021	PRINTED	1402	MC INTOSH COMMUNICATIONS INC	220971	10500	5303		517.38
600224123	08/18/2021	PRINTED	3799	CURBELO INC	3058	10610	5102		192.47
600224124	08/18/2021	VOID	3852	NIGEL WALTON	92447	10510	5603		295.00
600224125	08/18/2021	PRINTED	2965	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.	955712538	10450	5102		71.50
600224126	08/18/2021	PRINTED	1208	OFFICE DEPOT INC	184950487003	10750	5610		671.96
600224127	08/18/2021	PRINTED	5000	Akana, Olga	56600	10	2010		100.00
600224128	08/18/2021	PRINTED	5000	Baker, Chad	56809	10	2010		50.00
600224129	08/18/2021	PRINTED	5000	Bart Hyde	2108007	61650	5514		525.00
600224130	08/18/2021	PRINTED	5000	Carlson, Connie	56651	10044	4456		50.00
600224131	08/18/2021	PRINTED	5000	CATAMOUNT PROPERTIES 2018 LLC	92505	61	1203		139.60
600224132	08/18/2021	PRINTED	5000	Coffman, Taylor	56822	10	2010		50.00
600224133	08/18/2021	PRINTED	5000	Donald Irvin Sanders	21CR115/1255	10	2009		1,780.00
600224134	08/18/2021	PRINTED	5000	Doug Scheppmann	2108002	61650	5514		625.00
600224135	08/18/2021	PRINTED	5000	Dove, Heidi	56767	10	2010		250.00
600224136	08/18/2021	PRINTED	5000	Easter, Curtiss	56823	10	2010		50.00
600224137	08/18/2021	PRINTED	5000	Envision Response Inc.	56554	10	2010		200.00
600224138	08/18/2021	PRINTED	5000	Erik Dejong	2108010	61650	5514		1,000.00
600224139	08/18/2021	PRINTED	5000	Giannola, Louis	56601	10	2010		50.00
600224140	08/18/2021	PRINTED	5000	Jack, Patricia	56802	10	2010		50.00
600224141	08/18/2021	PRINTED	5000	James Vivone	2108006	61650	5514		385.00
600224142	08/18/2021	PRINTED	5000	Jamy Lien	2108003	61650	5514		500.00
600224143	08/18/2021	PRINTED	5000	KAYLEE PAIGE WILSON	21TR1150/1254	10	2009		525.00
600224144	08/18/2021	PRINTED	5000	KROENER, BEVERLY	92507	61	1203		305.76
600224145	08/18/2021	PRINTED	5000	Las Vegas Track Club	56768	10	2010		200.00
600224146	08/18/2021	PRINTED	5000	LEXICON GOVERNMENT SERVICES	92506	61	1203		152.46
600224147	08/18/2021	PRINTED	5000	Moore, Judy	56568	10044	4451		36.00
600224148	08/18/2021	PRINTED	5000	Rail Explorers	56486	10	2010		50.00
600224149	08/18/2021	PRINTED	5000	Robert Lewis	2108009	61650	5514		312.50
600224150	08/18/2021	PRINTED	5000	Robert Lewis	2108008	61650	5514		375.00
600224151	08/18/2021	PRINTED	5000	Samons, Melissa	56560	10044	4459		45.00
600224152	08/18/2021	PRINTED	5000	Sampson, Roger	56627/56628	10044	4412		180.00

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600224153	08/18/2021	PRINTED	5000	Santana, Maria	56808	10044	4453		30.00
600224154	08/18/2021	PRINTED	5000	SCHMIDT, SAVANNAH	92508	61	1203		6.54
600224155	08/18/2021	PRINTED	5000	STATE OF NEVADA	92279	61	1203		792.32
600224156	08/18/2021	PRINTED	5000	STATE OF NEVADA	92280	61	1203		552.63
600224157	08/18/2021	PRINTED	5000	STATE OF NEVADA	92499	61	1203		150.00
600224158	08/18/2021	PRINTED	5000	STATE OF NEVADA	92500	61	1203		300.00
600224159	08/18/2021	PRINTED	5000	STATE OF NEVADA	92501	61	1203		175.00
600224160	08/18/2021	PRINTED	5000	STATE OF NEVADA	92502	61	1203		125.00
600224161	08/18/2021	PRINTED	5000	STATE OF NEVADA	92503	61	1203		200.00
600224162	08/18/2021	PRINTED	5000	STATE OF NEVADA	92504	61	1203		350.00
600224163	08/18/2021	PRINTED	5000	Tagliere, Tasia	56599	10	2010		50.00
600224164	08/18/2021	PRINTED	5000	Teena Pickens	2108001	61650	5514		350.00
600224165	08/18/2021	PRINTED	5000	Tom Woodring	2108004	61650	5514		625.00
600224166	08/18/2021	PRINTED	5000	TRAYNOR, JAMES & ELLEN	92278	61	1203		64.57
600224167	08/18/2021	PRINTED	5000	Vallerie McCoy	2108005	61650	5514		175.00
600224168	08/18/2021	PRINTED	5000	Walker, Kathy	56567	10044	4451		36.00
600224169	08/18/2021	PRINTED	5000	Welch, Jennifer	56584	10044	4456		206.00
600224170	08/18/2021	PRINTED	5000	Welch, Jennifer	56659	10044	4456		1,736.00
600224171	08/18/2021	PRINTED	5000	Werly, Shauna	56806	10	2010		50.00
600224172	08/18/2021	PRINTED	5000	Winlow, Whitney	55112	10044	4451		100.00
600224173	08/18/2021	PRINTED	2039	OREILLY AUTOMOTIVE STORES INC	4748314257	10510	5303		6.20
600224174	08/18/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	081221	26	2030		56.29
600224175	08/18/2021	PRINTED	3142	POWER MONITORS, INC.	M10037368	61650	5904		29,225.80
600224176	08/18/2021	PRINTED	3851	SKLAR WILLIAMS PLLC	121887	10440	5102		11,064.00
600224177	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 TEEN	10700	5609		25.80
600224178	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 FIRE	10510	5609		65.12
600224179	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 GRG	10610	5609		25.80
600224180	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 SHOPS	10610	5609		25.80
600224181	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 REC	10700	5609		30.39
600224182	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 BBQ	10700	5609		28.74
600224183	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 POOL 6979	10740	5609		363.14
600224184	08/18/2021	PRINTED	2088	SOUTHWEST GAS CORP	JULY 2021 POOL 6980	10740	5609		160.00
600224185	08/18/2021	PRINTED	3727	SOUTHWEST LAWN SHAPING	21656	10615	5102		1,980.00
600224186	08/18/2021	PRINTED	1157	SIERRA SPRINGS	16631205 073021	54830	5611		21.43
600224187	08/18/2021	PRINTED	836	STANLEY CONVERGENT SECURITY	6001445286	54830	5202		292.79
600224188	08/18/2021	PRINTED	991	OFFICE OF CONTROLLER	1253	10	2006		17,988.00
600224189	08/18/2021	PRINTED	991	STATE OF NEVADA DEPT OF TAXATION	Jul 2021	10	2006		18,972.13
600224190	08/18/2021	PRINTED	991	STATE OF NEVADA SECRETARY OF STATE	08102021	10520	5103		80.00
600224191	08/18/2021	PRINTED	991	STATE OF NEVADA SECRETARY OF STATE	08102021 -1	10520	5103		80.00
600224192	08/18/2021	PRINTED	991	ST OF NV DEPT OF PUBLIC SAFETY	57459	10450	5102		80.50
600224193	08/18/2021	PRINTED	2409	ARIZONA MACHINERY	P31907	10615	5302		120.56
600224194	08/18/2021	PRINTED	3112	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.	40921012408	30900	5905	G2007	19,322.00
600224195	08/18/2021	PRINTED	3703	CHRISTOPHER PALMER	1429	62670	5603		1,100.00
600224196	08/18/2021	PRINTED	3697	THE LAMPO GROUP, LLC	INV211382	40490	5605	M4901	100.00
600224197	08/18/2021	PRINTED	2414	THOMSON REUTERS - WEST CORP	844787691	10440	5508		327.25
600224198	08/18/2021	PRINTED	2500	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	8065602021071	22493	5611		75.00
600224199	08/18/2021	PRINTED	2500	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	514712021071	10500	5103		75.00
600224200	08/18/2021	PRINTED	2232	VERIZON WIRELESS SERVICES LLC	9885028238	10500	5502		76.02
600224201	08/18/2021	PRINTED	3366	VISA U.S.A INC.	21050013046A	10800	5102		38,000.00
600224202	08/18/2021	PRINTED	2293	WEST WALTER	92448	40510	5605	Z5127	168.46
600224203	08/18/2021	PRINTED	917	WESTERN AREA POWER ADMINISTRATION	1000770	61650	5301		3,972.00
600224204	08/18/2021	PRINTED	2782	WOOLSEY JEANNETTE	92556	10500	5509		213.50
600224205	08/18/2021	PRINTED	976	WESTERN ELECTRICITY COORDINATING	WR27888	61650	5508		125.00
600224206	08/18/2021	PRINTED	818	XEROX CORPORATION	014027331	22493	5611		24.58
600224207	08/18/2021	PRINTED	3850	ZEVCO MEDICAL LLC	21007	10510	5605		952.44
600224208	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GC	10510	5509		1,633.50
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	60640	5028		856.78
600224210	08/24/2021	EFT	3854	TAYLOUR TEDDER	92754	10410	5509		115.50
600224211	08/25/2021	EFT	3677	DICKINSON WRIGHT PLLC	1603483	54830	5102		39,197.24
600224212	08/25/2021	EFT	1159	ENERSPECT MEDICAL SOLUTIONS LLC	1579	10510	5611		164.00
600224213	08/25/2021	PRINTED	1083	CUSTOM FIBERGLASS	30200318	30900	5905	C2106	25,000.00
600224214	08/25/2021	PRINTED	993	LAS VEGAS, CITY OF	361097	10490	5102		3,685.00
600224215	08/25/2021	PRINTED	794	SCHAPER GOLF CORPORATION	2021 JR GOLF	10044	4488		2,031.50
600224216	08/26/2021	PRINTED	3602	NORTH WIND RESOURCE CONSULTING LLC	30000000066340	10800	5102		309.00
600224217	08/26/2021	PRINTED	2832	RESIDENTIAL FIRE PROTECTION	FB151901	10620	5302		800.00
600224218	08/30/2021	EFT	2194	BOULDER CITY FIREFIGHTERS ASSOCIATION	082621	10	2030		315.00
600224219	08/30/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	082621	25	2030		30.00
600224220	08/30/2021	EFT	3004	BOULDER CITY PROFESSIONAL FIREFIGHTERS ASSO(BCPFA)	082621	10	2030		900.00
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	80	2027		65.76
600224222	08/30/2021	EFT	2651	SIERRA HEALTH & LIFE INS CO INC	212200001536	26	2025		393.22
600224223	08/30/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep2021	63	2031		178.52
600224224	08/30/2021	EFT	2652	UHS PREMIUM BILLING	737837639397	26	2025		57.28
600224225	08/30/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	082621	63	2029		7.00
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	80	2020		150.00
600224227	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596081	25	2020		200.00
600224228	08/30/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	596084	63	2020		68.25
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	80	2027		5.97
600224230	08/30/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	082621	26	2030		40.00
600224231	08/30/2021	PRINTED	2588	PRE-PAID LEGAL SERVICES, INC.	081521	54	2033		15.95
600224232	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	80	2027		31.38
600224233	08/30/2021	PRINTED	991	NEVADA STATE TREASURER	082621	54	2034		2.00
600224234	08/30/2021	PRINTED	1318	WESTERN INSURANCE SPECIALTIES INC	Sep 2021	61	2027		180.56
600224235	08/30/2021	PRINTED	3690	GREGORY CHESSER	92832	10510	5508		193.00
600224236	08/30/2021	PRINTED	2378	MCKAY TAMI	92833	10420	5611		20.20
600224237	08/30/2021	PRINTED	1318	WESTERN INSURANCE SPECIALTIES INC	Sep 2021	60	2027		31.16
600224238	08/30/2021	PRINTED	1318	WESTERN INSURANCE SPECIALTIES INC	Sep 2021	22	2027		4.22
600224239	08/30/2021	PRINTED	1318	WESTERN INSURANCE SPECIALTIES INC	Sep 2021	10	2027		1,491.70
600224240	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	60	2027		79.75
600224241	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	54	2027		42.89
600224242	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	26	2027		27.84
600224243	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	25	2027		72.84
600224244	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	22	2027		10.46
600224245	08/30/2021	PRINTED	1013	STANDARD INSURANCE COMPANY	Sep 2021	10	2027		1,271.87

# Claims Paid Report

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600224231	08/30/2021	PRINTED	2588	PRE-PAID LEGAL SERVICES, INC.	081521	10	2033		98.65
600224230	08/30/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	082621	25	2030		120.00
600224230	08/30/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	082621	10	2030		880.00
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	62	2027		35.76
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	61	2027		694.44
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	60	2027		123.34
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	25	2027		105.76
600224229	08/30/2021	PRINTED	1117	COLONIAL SUPPLEMENTAL INSURANCE	31980808-0802021	10	2027		3,195.10
600224228	08/30/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	596084	62	2020		126.75
600224228	08/30/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	596084	61	2020		50.00
600224228	08/30/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	596084	10	2020		731.00
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	63	2020		497.27
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	62	2020		1,023.49
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	61	2020		792.50
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	60	2020		1,487.50
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	54	2020		100.00
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	25	2020		100.00
600224226	08/30/2021	EFT	2034	VANTAGE TRANSFER AGENTS	596064	10	2020		21,976.43
600224225	08/30/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	082621	62	2029		13.00
600224225	08/30/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	082621	60	2029		22.50
600224225	08/30/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	082621	10	2029		22.50
600224224	08/30/2021	EFT	2652	UHS PREMIUM BILLING	737837639397	25	2025		132.33
600224224	08/30/2021	EFT	2652	UHS PREMIUM BILLING	737837639397	10	2025		1,056.07
600224223	08/30/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep2021	62	2031		429.48
600224223	08/30/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep2021	61	2031		830.23
600224223	08/30/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep2021	60	2031		219.00
600224223	08/30/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep2021	10	2031		2,120.77
600224222	08/30/2021	EFT	2651	SIERRA HEALTH & LIFE INS CO INC	212200001536	25	2025		1,858.80
600224222	08/30/2021	EFT	2651	SIERRA HEALTH & LIFE INS CO INC	212200001536	10	2025		10,411.63
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	60	2027		190.82
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	54	2027		90.64
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	26	2027		51.08
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	25	2027		147.45
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	22	2027		40.19
600224221	08/30/2021	EFT	2028	LIFE INSURANCE COMPANY OF NORTH AMERICA	Aug 2021	10	2027		3,448.78
600224219	08/30/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	082621	10	2030		150.00
600224215	08/25/2021	PRINTED	794	SCHAPER GOLF CORPORATION	2021 JR GOLF	10044	4487		3,011.55
600224211	08/25/2021	EFT	3677	DICKINSON WRIGHT PLLC	1603484	54830	5102		23,325.35
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10800	5028		244.79
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10700	5028		550.78
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10600	5028		856.77
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10510	5028		611.98
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10500	5028		1,101.56
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10490	5028		550.78
600224209	08/24/2021	PRINTED	991	STATE OF NEVADA - PUBLIC EMPLOYEES	080221	10460	5028		1,346.35
600224208	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GC	10510	5603		359.98
600224208	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GC	10510	5603		179.99
600224208	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GC	10510	5603		(42.28)
600224206	08/18/2021	PRINTED	818	XEROX CORPORATION	014027331	10490	5611		24.58
600224174	08/18/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	081221	25	2030		103.71
600224174	08/18/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	081221	10	2030		880.00
600224152	08/18/2021	PRINTED	5000	Sampson, Roger	56627/56628	10044	4460		240.00
600224126	08/18/2021	PRINTED	1208	OFFICE DEPOT INC	184950487001	10750	5610		483.91
600224126	08/18/2021	PRINTED	1208	OFFICE DEPOT INC	184950487002	10750	5610		263.88
600224126	08/18/2021	PRINTED	1208	OFFICE DEPOT INC	182727135002	60685	5610		13.52
600224123	08/18/2021	PRINTED	3799	CURBELO INC	3125	10610	5102		589.97
600224122	08/18/2021	PRINTED	1402	MC INTOSH COMMUNICATIONS INC	696061	10500	5303		560.00
600224122	08/18/2021	PRINTED	1402	MC INTOSH COMMUNICATIONS INC	696042	10500	5303		560.00
600224122	08/18/2021	PRINTED	1402	MC INTOSH COMMUNICATIONS INC	696047	10500	5303		560.00
600224122	08/18/2021	PRINTED	1402	MC INTOSH COMMUNICATIONS INC	696054	10500	5303		560.00
600224121	08/18/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	02045	10620	5603		189.05
600224121	08/18/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	24017	30900	5905	G2107	68.10
600224121	08/18/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	24476	30900	5905	G2107	87.20
600224121	08/18/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	02031	30900	5905	G2107	456.55
600224114	08/18/2021	PRINTED	2988	KAMINSKY, SULLENBERGER & ASSOCIATES, INC.	20211914	10500	5509		1,050.00
600224113	08/18/2021	PRINTED	3268	ION WAVE TECHNOLOGIES, INC.	10224 FY21	10430	5508		1,100.00
600224112	08/18/2021	PRINTED	3253	INTRINSIC INTERVENTIONS	13776	10490	5104		1,505.25
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B319052	10620	5301		25.98
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A340222	10620	5301		44.14
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B320603	10620	5301		81.43
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A340419	10615	5605		71.39
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A340327	10615	5605		2.98
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A334268	10530	5611		219.60
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B317620	10500	5611		33.99
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B320960	10510	5605		69.99
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A339635	10510	5605		12.87
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A339397	63675	5302		35.92
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A339012	10750	5605		47.53
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B320112	10750	5605		45.62
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A337216	10700	5605		81.98
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B319876	10700	5605		26.99
600224111	08/18/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B319265	10760	5605		11.49
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1404609	10500	5303		82.02
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	CM1400665	10500	5303		(105.86)
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1404611	61650	5303		20.00
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1404611	10615	5303		40.00
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1404611	10610	5604		76.56
600224107	08/18/2021	PRINTED	1429	FORD COUNTRY	1400665	10500	5303		105.86
600224105	08/18/2021	PRINTED	782	E-Z GO DIV OF TEXTRON	92675104	10760	5303		963.82
600224103	08/18/2021	PRINTED	1514	DIRECTV	064850034x210810	10750	5508		375.80
600224099	08/18/2021	PRINTED	1125	COX COMMUNICATIONS INC	AUG 2021 NET/PHONES	10435	5104		4,792.00
600224093	08/18/2021	PRINTED	2443	CG&B ENTERPRISES INC	2110601	62670	5302		4,591.00
600224086	08/18/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	282737	40530	5605	Z5037	128.88

**Claims Paid Report**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600224086	08/18/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	282911	10530	5102		466.03
600224078	08/18/2021	EFT	1035	WAXIE'S ENTERPRISES INC.	80211987	10700	5603		90.99
600224078	08/18/2021	EFT	1035	WAXIE'S ENTERPRISES INC.	80195646	10700	5607		796.03
600224078	08/18/2021	EFT	1035	WAXIE'S ENTERPRISES INC.	80201229	10700	5607		582.84
600224077	08/18/2021	EFT	2971	CAPITAL SOUTH PROJECTS LLC	129094	10750	5610		863.93
600224076	08/18/2021	EFT	2203	VC3 INC	64257	10450	5102		750.00
600224076	08/18/2021	EFT	2203	VC3 INC	64093	10430	5510		165.44
600224076	08/18/2021	EFT	2203	VC3 INC	64093	10450	5508		165.44
600224075	08/18/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	588297	62	2020		126.75
600224075	08/18/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	588297	61	2020		50.00
600224075	08/18/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	588297	10	2020		731.00
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	63	2020		497.27
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	62	2020		1,023.49
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	61	2020		492.50
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	60	2020		1,494.64
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	54	2020		100.00
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	25	2020		100.00
600224073	08/18/2021	EFT	2034	VANTAGE TRANSFER AGENTS	588292	10	2020		21,358.23
600224069	08/18/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	081221	62	2029		13.00
600224069	08/18/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	081221	60	2029		22.50
600224069	08/18/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	081221	10	2029		22.50
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512441346	60685	5614		58.82
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438492	60685	5614		58.82
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438494	10700	5614		124.98
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	63675	5614		77.11
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	63675	5603		36.87
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	62670	5614		96.24
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	62670	5603		36.86
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	61650	5614		303.63
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	61650	5603		36.87
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10620	5614		113.59
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10620	5603		36.86
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10615	5614		129.06
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10615	5605		36.86
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10610	5614		104.78
600224068	08/18/2021	EFT	774	UNIFIRST CORPORATION	3512438469	10610	5603		36.86
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	63	2025		3,220.00
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	62	2025		7,130.00
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	61	2025		10,350.00
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	60	2025		11,943.39
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	54	2025		3,507.50
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	22	2025		1,150.00
600224065	08/18/2021	EFT	2062	TEAMSTERS UNION LOCAL #14	Sep 2021	10	2025		125,999.11
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202187	10510	5101		154.00
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202190	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202191	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202192	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202193	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202194	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202195	10510	5101		329.45
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202114	10510	5101		231.00
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202189	10510	5101		477.95
600224063	08/18/2021	EFT	861	STASIK CONSULTING SVC/SCS	202188	10510	5101		329.45
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483947530	10500	5610		15.28
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483808133	10490	5610		(9.98)
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483013374	10490	5610		68.98
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483808134	10490	5610		12.27
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483808132	10625	5610		167.44
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858784	10625	5610		29.60
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483879504	10718	5610		88.34
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483879504	10700	5610		23.85
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483947531	10430	5610		58.05
600224062	08/18/2021	EFT	3789	STAPLES, INC	3483591945	10712	5602		(8.09)
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858780	10712	5602		8.09
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858779	10712	5602		8.09
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858783	10712	5602		8.79
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858782	10712	5602		9.79
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858781	10712	5602		9.49
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858775	10712	5602		8.69
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858776	10712	5602		8.09
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858777	10712	5602		8.09
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482858778	10712	5602		8.49
600224062	08/18/2021	EFT	3789	STAPLES, INC	3482435126	10460	5610		410.10
600224061	08/18/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500115854	63675	5303		730.40
600224056	08/18/2021	EFT	2418	SITEONE LANDSCAPE SUPPLY-	111542534001	10615	5305		1,795.34
600224055	08/18/2021	EFT	929	SIMPSON NORTON CORPORATION	159355700	10615	5302		45.96
600224052	08/18/2021	EFT	794	SCHAPER GOLF CORPORATION	JULY 2021 MERCH/TAX	10750	2018		9,872.89
600224052	08/18/2021	EFT	794	SCHAPER GOLF CORPORATION	JULY 2021 MERCH/TAX	10	2005		1,425.70
600224049	08/18/2021	EFT	3299	REGAL PACIFIC CONTRACTING & COMPLIANCE INC.	151080	54830	5306		886.50
600224048	08/18/2021	EFT	1263	REBEL OIL CO INC	70403181N	10	1402		11,381.34
600224046	08/18/2021	EFT	3200	PAR ELECTRICAL CONTRACTORS INC.	94433	61900	5905	E1909	30,356.10
600224044	08/18/2021	EFT	3794	NAYAR UNDERGROUND LLC	PAYAPP6	61900	5905	UE182	245,573.60
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1122221	10510	5611		33.25
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1120490	10510	5611		16.73
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1117411	10510	5611		5,505.12
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1117467	10510	5611		9.68
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1118529	10510	5611		445.40
600224042	08/18/2021	EFT	1032	LIFE ASSIST INC	1120333	10510	5611		926.20
600224035	08/18/2021	EFT	3170	HORROCKS ENGINEERS, INC.	63088	30900	5905	C2108	6,754.50
600224035	08/18/2021	EFT	3170	HORROCKS ENGINEERS, INC.	63073	30900	5905	C2103	12,960.00
600224034	08/18/2021	EFT	1448	GREEN VALLEY TURF EQUIPMENT CORP	506547	10615	5605		258.82
600224034	08/18/2021	EFT	1448	GREEN VALLEY TURF EQUIPMENT CORP	505112	10615	5603		879.98
600224033	08/18/2021	EFT	906	GRAINGER INC	9969252965	62670	5302		41.24

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600224032	08/18/2021	EFT	2474	GEOTECHNICAL & ENVIRONMENTAL SERVICES INC	59015	61900	5905	UE182	1,206.25
600224032	08/18/2021	EFT	2474	GEOTECHNICAL & ENVIRONMENTAL SERVICES INC	58954	61900	5905	E2103	1,960.00
600224032	08/18/2021	EFT	2474	GEOTECHNICAL & ENVIRONMENTAL SERVICES INC	58953	61900	5905	E2102	2,480.00
600224032	08/18/2021	EFT	2474	GEOTECHNICAL & ENVIRONMENTAL SERVICES INC	58951	61900	5905	E1902	3,520.00
600224030	08/18/2021	EFT	1122	FISHER & PHILLIPS LLP	1546835	10450	5102		1,326.00
600224027	08/18/2021	EFT	1022	EWING IRRIGATION PRODUCTS INC	14850551	10615	5305		855.35
600224022	08/18/2021	EFT	2196	DALE'S SINCLAIR INC	1233 FY22	10500	5303		59.88
600224021	08/18/2021	EFT	1021	L N CURTIS & SONS	INV497876	10510	5603		4,047.75
600224021	08/18/2021	EFT	1021	L N CURTIS & SONS	INV500401	10510	5603		1,708.93
600224018	08/18/2021	EFT	1341	CDW GOVERNMENT INC	H413218	10500	5612		5,657.66
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119738	10500	5303		17.12
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119393	61650	5303		527.48
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119393	10510	5303		49.32
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981120086	61650	5303		233.14
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119322	10615	5303		25.17
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119670	61650	5303		11.19
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119811	10610	5303		24.39
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119229	10620	5303		33.01
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981118782	10500	5303		150.74
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981118907	10500	5303		75.58
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119303	10500	5303		53.89
600224017	08/18/2021	EFT	1268	CARQUEST AUTO PARTS	14981119315	10500	5303		50.35
600224014	08/18/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	081221	10	2030		150.00
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	62670	5204		158.61
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	61650	5204		390.27
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10760	5204		356.18
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10700	5204		317.22
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10620	5204		244.20
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10615	5204		640.03
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10610	5204		640.03
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021.	10530	5204		158.61
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021 CREEK	10750	5204		552.76
600224012	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021 AIRPORT	54830	5204		222.49
600224011	08/18/2021	EFT	2033	BOULDER CITY DISPOSAL INC	JULY 2021	64680	5204		90,511.76
600224010	08/18/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922571749	61900	5905	E1909	3,093.41
600224010	08/18/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922571750	61900	5905	E1909	2,374.55
600224010	08/18/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922586486	61900	5905	E1909	(1,247.74)
600224010	08/18/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922562574	61900	5905	E1909	2,350.62
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	52860	5203		70.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10760	5203		63.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10740	5203		147.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10700	5203		203.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10620	5203		1,962.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10530	5203		100.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	10510	5203		21.00
600224006	08/18/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202107	63675	5203		42.00
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	16TDG9FNCTGP	10500	5611		418.82
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	16TDG9FNCTGP	10500	5610		148.62
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	16TDG9FNCTGP	10500	5303		56.00
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1K7WML76C9YH	10520	5610		38.50
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1KVRXYXPJX7K	10710	5602		15.90
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1WY3NW6LDJ9Q	60685	5603		439.98
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1G64Q3RRDNGL	63675	5302		381.58
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1K7WML76DJH9	10710	5602		31.80
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1DRCD6QYCGJ1	10700	5610		177.48
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1313FRL79WTD	10712	5602		35.46
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	14C49VXYF4VT	10450	5610		114.57
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11R3RCVLDWLY	10430	5610		82.67
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	14C49VXYDGL7	10460	5611		92.48
600224004	08/18/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1313FRL7C6TY	10430	5610		35.51
600224003	08/18/2021	EFT	1218	ALTEC INDUSTRIES	50811844	61650	5303		1,141.73
600224003	08/18/2021	EFT	1218	ALTEC INDUSTRIES	50809405	61650	5303		621.00
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119373	10700	5607		7.59
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119064	10620	5301		10.63
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119155	10620	5301		25.58
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119371	10615	5605		68.97
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119322	61650	5904		4.56
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119248	10610	5301		21.99
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119364	10610	5301		40.00
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119285	10740	5301		5.99
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119272	10700	5607		19.98
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119220	10700	5605		24.99
600224002	08/18/2021	EFT	1280	ACE SHOPPER STOPPER	119245	63675	5302		24.96
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5102		300.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5611		9.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5611		52.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5611		9.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		200.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		51.08
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		248.96
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		295.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5610		65.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		51.08
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		51.08
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		51.08
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		177.96
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		157.96
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		295.00
600223938	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 TM	10400	5509		295.00
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DS	30900	5905	G2107	291.96
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DS	30900	5905	G2107	200.00



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	2,599.96
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5509		649.99
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5302		114.87
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	111.82
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5302		219.50
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	629.98
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	234.89
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	41.37
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5603		468.25
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	1,159.95
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	30900	5905	G2107	25.99
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5603		475.94
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5603		145.00
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5603		181.96
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	54830	5307		80.51
600223937	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 D5	10620	5603		549.23
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	10620	5302		171.45
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	30900	5905	G2107	2,625.26
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	30900	5905	G2107	40.06
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	10620	5302		59.99
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	30900	5905	G2107	27.19
600223936	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KH	30900	5905	G2107	119.21
600223931	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 EC	10620	5603		1,123.98
600223930	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 AB	45900	5903	V2104	7.00
600223930	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 AB	10615	5603		6.00
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		63.47
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		39.98
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		58.98
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		104.91
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		1,540.97
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5904		1,077.03
600223929	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MMARTIN	61650	5301		53.01
600223926	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 RH POOL	10740	5605		8.26
600223926	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 RH POOL	40700	5605	Z7117	192.00
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	10490	5509		375.00
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	40490	5605	M4902	24.95
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	22493	5611		24.00
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	10490	5508		175.00
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	10490	5508		115.00
600223925	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 CG	40490	5605	M4902	60.00
600223924	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 JR	10510	5605		71.85
600223924	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 JR	10510	5603		199.00
600223924	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 JR	40510	5605	Z5127	82.34
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	30900	5905	G2107	(495.51)
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	30900	5905	G2107	457.19
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	30900	5905	G2107	101.38
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	30900	5905	G2107	495.51
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		31.07
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		11.57
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		49.72
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		7.78
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		9.99
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		408.90
600223918	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BF	61655	5301		155.87
600223917	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LG	54830	5508		468.00
600223917	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LG	54830	5306		205.00
600223917	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LG	54830	5508		95.00
600223916	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KL	10722	5602		249.99
600223916	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KL	10720	5605		215.88
600223916	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KL	10720	5605		9.95
600223916	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KL	10722	5509		454.96
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	63675	5303		115.19
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10615	5303		115.19
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10610	5303		28.70
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10610	5303		231.98
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10500	5303		205.00
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10510	5303		79.37
600223915	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 DD	10500	5303		105.86
600223913	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GP	45900	5903	V2103	330.00
600223913	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 GP	45900	5903	V2103	175.00
600223912	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 AJ	10500	5509		320.34
600223911	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 HC	10500	5610		395.00
600223911	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 HC	10500	5508		100.00
600223910	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 VA	10500	5303		96.26
600223910	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 VA	10500	5303		146.30
600223910	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 VA	10500	5303		99.99
600223908	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MD	10500	5303		80.00
600223907	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 PR	10500	5611		65.46
600223905	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BA	10430	5603		399.17
600223905	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BA	60685	5401		409.50
600223905	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BA	10430	5509		299.88
600223904	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MN	62670	5509		225.00
600223904	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 MN	62670	5509		59.00
600223903	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KB	10410	5509		51.08
600223903	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KB	10410	5509		157.96
600223903	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KB	10410	5509		295.00
600223903	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 KB	10410	5611		20.24
600223902	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BB	10450	5512		170.00
600223902	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BB	10450	5512		350.00
600223902	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 BB	10450	5506		19.70
600223901	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LL	10465	5611		37.93
600223901	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LL	10465	5508		7.20
600223901	08/14/2021	MANUAL	3698	BANKCARD CENTER	JULY 2021 LL	10465	5508		240.00

**Claims Paid Report**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223898	08/04/2021	PRINTED	952	LUBAWY & ASSOC	11898	46850	5103		2,500.00
600223898	08/04/2021	PRINTED	952	LUBAWY & ASSOC	11897	46850	5103		3,500.00
600223898	08/04/2021	PRINTED	952	LUBAWY & ASSOC	11896	46850	5103		4,000.00
600223887	08/04/2021	PRINTED	1294	CENTENNIAL CONCRETE CORP	7808	61650	5301		4,435.00
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	63675	5614		113.97
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	62670	5614		112.95
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	10620	5614		116.75
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	10615	5614		158.89
600223883	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512410734	10610	5614		142.76
600223877	08/04/2021	EFT	3712	LAS VEGAS REVIEW JOURNAL, INC	10001153482	10400	5503		696.19
600223873	08/04/2021	EFT	1122	FISHER & PHILLIPS LLP	1535078	10450	5102		7,853.00
600223873	08/04/2021	EFT	1122	FISHER & PHILLIPS LLP	1535081	10450	5102		4,203.00
600223872	08/04/2021	EFT	2807	FENNEMORE CRAIG, P.C	1078681	61650	5102		138.36
600223871	08/04/2021	EFT	3314	CSG CONSULTANTS INC	37759	10800	5102		27,772.50
600223868	08/04/2021	EFT	3113	CITY ELECTRIC SUPPLY	HEN107041	61655	5301		12,696.90
600223867	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981115368	61650	5303		(33.90)
600223866	08/04/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922270132	61900	5905	E1909	368.27
600223866	08/04/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922297832	61650	5301		5,088.24
600223866	08/04/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922044795CM	61900	5905	E1909	(1,247.74)
600223866	08/04/2021	EFT	1386	BORDER STATES INDUSTRIES, INC.	922044795	61900	5905	E1909	1,402.13
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	54830	5203		-
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	52860	5203		-
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10760	5203		42.00
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10750	5203		-
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10740	5203		35.00
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10700	5203		54.00
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10620	5203		639.00
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10530	5203		25.00
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10510	5203		-
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10500	5203		-
600223864	08/04/2021	EFT	2139	ANDERSON PEST CONTROL, LLC	202106	10490	5203		-
600223863	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1RRN313N3JR9	10712	5602		(13.03)
600223863	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	13HHG941GPDM	10712	5602		(15.89)
600223861	08/04/2021	EFT	1053	ADVANTAGE CIVIL DESIGN GROUP LLP	5182	10625	5102		2,457.00
600223861	08/04/2021	EFT	1053	ADVANTAGE CIVIL DESIGN GROUP LLP	5185	30900	5905	C2009	4,378.50
600223860	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118174	10740	5301		41.97
600223860	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118551	10700	5607		9.18
600223860	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118495	10700	5607		9.59
600223860	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118552	61650	5904		56.30
600223859	08/04/2021	PRINTED	2564	WESTSIDE BUILDING MATERIAL LAS VEGAS, INC.	2036498700	30900	5905	G2107	73.93
600223846	08/04/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	072921	25	2030		80.00
600223846	08/04/2021	PRINTED	2058	POLICE PROTECTIVE ASSOCIATION	072921	10	2030		880.00
600223821	08/04/2021	PRINTED	5000	Challenger Sports Corp	56315	10	2010		100.00
600223812	08/04/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	2292	30900	5905	G2107	356.20
600223812	08/04/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	2675	30900	5905	G2107	580.19
600223812	08/04/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	1965	30900	5905	G2107	286.81
600223812	08/04/2021	PRINTED	1109	LOWES HOME IMPROVEMENT WAREHOUSE	24981	30900	5905	G2107	447.03
600223807	08/04/2021	PRINTED	3426	MEDICAL MANAGEMENT SERVICES INC	Apr 2021	10510	5102		1,983.28
600223806	08/04/2021	PRINTED	946	IMPACT SAND & GRAVEL	19966	52860	5305		160.46
600223806	08/04/2021	PRINTED	946	IMPACT SAND & GRAVEL	19966	10610	5301		167.72
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B318461	10620	5301		40.30
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A338033	52860	5301		22.47
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B319283	10615	5605		14.99
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A336910	10615	5305		5.18
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A336897	10615	5305		20.61
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B318438	10620	5301		24.97
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A335258	10620	5301		13.49
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A336888	10620	5301		15.28
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	A335120	10530	5611		11.07
600223804	08/04/2021	PRINTED	1274	HOME HARDWARE & VARIETY	B317818	10620	5301		29.36
600223802	08/04/2021	PRINTED	1231	HELENA CHEMICAL COMPANY	63764425	10615	5601		1,850.00
600223802	08/04/2021	PRINTED	1231	HELENA CHEMICAL COMPANY	63764416	10615	5601		2,934.40
600223801	08/04/2021	PRINTED	1447	CHARLES ROWLETT	19017	10700	5303		193.37
600223801	08/04/2021	PRINTED	1447	CHARLES ROWLETT	19003	10700	5303		69.95
600223801	08/04/2021	PRINTED	1447	CHARLES ROWLETT	18995	10700	5303		39.23
600223801	08/04/2021	PRINTED	1447	CHARLES ROWLETT	19021	10700	5303		69.95
600223800	08/04/2021	PRINTED	1429	FORD COUNTRY	1402693	10615	5303		472.52
600223800	08/04/2021	PRINTED	1429	FORD COUNTRY	1403204	10620	5303		114.40
600223797	08/04/2021	PRINTED	782	E-Z GO DIV OF TEXTRON	92666685	10750	5303		539.94
600223797	08/04/2021	PRINTED	782	E-Z GO DIV OF TEXTRON	92656945	10760	5303		118.58
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	61650	5502		309.91
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	60685	5502		310.14
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	60640	5502		67.06
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	54830	5502		232.45
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10800	5502		257.69
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10760	5502		173.24
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10750	5502		193.91
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10740	5502		182.23
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10726	5502		39.82
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10722	5502		39.82
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10718	5502		39.81
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10600	5502		983.26
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10530	5502		119.45
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10510	5502		460.12
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10500	5502		1,288.06
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10490	5502		455.12
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10470	5502		33.53
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10465	5502		33.53
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10460	5502		115.58
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10450	5502		100.58
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10440	5502		67.06
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10430	5502		301.83
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10420	5502		134.11

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10410	5502		108.58
600223795	08/04/2021	PRINTED	1125	COX COMMUNICATIONS INC	JULY 2021 PHONES	10400	5502		105.58
600223790	08/04/2021	PRINTED	1432	CINTAS CORPORATION NO. 3	5069320847	10500	5611		276.43
600223788	08/04/2021	PRINTED	2387	SCHULTZ FAMILY ENTERPRISES LLC	JULY 2021 PD	10500	5611		71.50
600223787	08/04/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	280613	40530	5605	Z5037	278.77
600223787	08/04/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	281030	40530	5605	Z5037	302.45
600223787	08/04/2021	PRINTED	1317	BOULDER CITY ANIMAL HOSPITAL	280302	40530	5605	Z5037	447.84
600223780	08/04/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	579509	62	2020		126.75
600223780	08/04/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	579509	61	2020		50.00
600223780	08/04/2021	EFT	2034	VANTAGEPOINT TRANSFER AGENTS	579509	10	2020		731.00
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	63	2020		497.27
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	62	2020		1,023.49
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	61	2020		492.50
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	60	2020		1,437.50
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	54	2020		100.00
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	25	2020		100.00
600223778	08/04/2021	EFT	2034	VANTAGE TRANSFER AGENTS	579491	10	2020		19,873.77
600223774	08/04/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	072921	62	2029		13.00
600223774	08/04/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	072921	60	2029		22.50
600223774	08/04/2021	EFT	2056	UNITED WAY OF SOUTHERN NEVADA	072921	10	2029		22.50
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435709	60685	5614		58.82
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	63675	5614		77.11
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	63675	5603		36.87
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	62670	5614		72.31
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	62670	5603		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	61650	5614		303.63
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	61650	5603		36.87
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10620	5614		113.59
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10620	5603		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10615	5614		129.06
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10615	5605		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10610	5614		104.78
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512435686	10610	5603		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432956	60685	5614		58.82
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432958	10700	5614		124.98
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	63675	5614		77.11
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	63675	5603		36.87
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	62670	5614		294.53
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	62670	5603		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	61650	5614		364.38
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	61650	5603		36.87
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10620	5614		111.22
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10620	5603		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10615	5614		162.76
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10615	5605		36.86
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10610	5614		104.78
600223773	08/04/2021	EFT	774	UNIFIRST CORPORATION	3512432933	10610	5603		36.86
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	63	2023		7,711.08
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	62	2023		17,893.36
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	61	2023		32,593.48
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	60	2023		33,129.94
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	54	2023		7,930.56
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	26	2023		7,052.39
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	25	2023		13,403.16
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	22	2023		3,697.64
600223769	08/04/2021	EFT	991	STATE OF NEVADA - PERS ADMIN FUND	Jul2021PERS	10	2023		490,510.73
600223767	08/04/2021	EFT	3789	STAPLES, INC	3482944781	10500	5610		245.50
600223767	08/04/2021	EFT	3789	STAPLES, INC	3482739005	10430	5610		102.62
600223767	08/04/2021	EFT	3789	STAPLES, INC	3482739004	10430	5610		20.37
600223767	08/04/2021	EFT	3789	STAPLES, INC	3482435125	10700	5610		4.54
600223767	08/04/2021	EFT	3789	STAPLES, INC	3481936853	40490	5605	M4902	17.05
600223766	08/04/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500113515	10740	5303		338.80
600223766	08/04/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500113515	10610	5303		338.80
600223766	08/04/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500113514	61650	5303		180.00
600223766	08/04/2021	EFT	3432	SOUTHERN TIRE MART LLC	7500113517	10500	5303		350.00
600223765	08/04/2021	EFT	929	SIMPSON NORTON CORPORATION	159271600	10615	5302		164.87
600223763	08/04/2021	EFT	3299	REGAL PACIFIC CONTRACTING & COMPLIANCE INC.	151074	54830	5306		1,543.75
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	61650	5507		439.28
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	60685	5507		581.90
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	60460	5507		151.17
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	54830	5507		302.34
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10800	5507		302.34
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10740	5507		302.34
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10700	5507		593.29
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10625	5507		593.29
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10615	5507		439.28
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10610	5507		439.25
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10600	5507		290.95
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10530	5507		290.95
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10510	5507		884.24
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10500	5507		1,186.58
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10460	5507		151.17
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10450	5507		884.24
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10440	5507		884.24
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10430	5507		1,175.19
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10420	5507		593.29
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10410	5507		302.34
600223761	08/04/2021	EFT	3012	RAY A MORGAN COMPANY INC	3375698	10400	5507		79.00
600223760	08/04/2021	EFT	3284	DOWNSTREAM AVIATION LP	86564	54830	5306		7.98
600223759	08/04/2021	EFT	1211	PRINTY ESQ MICHAEL P	071521	10490	5102		660.00
600223757	08/04/2021	EFT	3200	PAR ELECTRICAL CONTRACTORS INC.	93108	61900	5905	E1909	24,509.40
600223755	08/04/2021	EFT	2078	MOBILE MINI INC	9011116513	10750	5402		61.60
600223747	08/04/2021	EFT	906	GRAINGER INC	9960855816	63675	5302		428.05

**Claims Paid Report**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	INVOICE	ORG	OBJECT	PROJECT	AMOUNT
600223747	08/04/2021	EFT	906	GRAINGER INC	9951518183	63675	5302		118.74
600223739	08/04/2021	EFT	2501	DANA KEPNER CO INC	2022371600	63675	5302		254.00
600223738	08/04/2021	EFT	2325	COOPER ROOFING AND SOLAR LLC	160963	10620	5301		965.00
600223731	08/04/2021	EFT	1341	CDW GOVERNMENT INC	G824414	10400	5603		2,137.96
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118838	10500	5303		150.74
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118905	10610	5303		25.44
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118785	63675	5303		(22.00)
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	07192021	10615	5303		3.49
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118258	63675	5303		43.38
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118402	63675	5303		271.84
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118797	10615	5303		48.74
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981119013	10615	5303		3.14
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981119021	10615	5303		10.49
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118801	10615	5303		4.89
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118819	10615	5303		24.81
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118783	63675	5303		164.80
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118388	10760	5303		79.66
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117998	61650	5303		71.34
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117998	10615	5303		31.12
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117906	10510	5303		95.68
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118441	63675	5303		24.66
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118441	10615	5303		24.66
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117648	60685	5303		116.57
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117704	10510	5303		65.69
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981117647	10510	5303		118.52
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118264	10615	5303		7.91
600223730	08/04/2021	EFT	1268	CARQUEST AUTO PARTS	14981118442	10615	5303		3.14
600223726	08/04/2021	EFT	2328	BOULDER CITY POLICE SUPERVISORS ASSOCIATION	072921	10	2030		150.00
600223725	08/04/2021	EFT	1131	BOULDER CITY MAGAZINE LLC	5786	10750	5503		137.50
600223722	08/04/2021	EFT	3819	AUTOZONE STORES LLC	5724507158	10700	5303		28.09
600223721	08/04/2021	EFT	1200	AUTO SPECIALISTS BOULDER CITY INC	H356977	22493	5303		15.00
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1CTKGYYQ37LG	10500	5610		255.03
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1YNLMYCT1JVM	10510	5603		897.69
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11G3FLRD7VFF	10510	5603		145.96
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11KQ7GJM3DLL	10510	5603		403.47
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1YNLMYCT3DM7	10620	5301		225.36
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	111M34W636WF	10490	5610		32.86
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1WFP69XP11TP	10712	5602		929.43
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	19X4N46X364X	10520	5614		429.08
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	16VG799P1613	10716	5602		56.88
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11G3FLRD7PDM	10610	5301		310.76
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11G3XVH61FL3	10400	5611		163.98
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1YNLMYCT3GFN	10420	5611		105.32
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	16GGG3TV1VD4	10430	5610		7.80
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1CMRK1NK1KFT	10460	5611		101.36
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	111M34W61VWQ	10740	5610		38.46
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	111M34W61VWQ	10740	5605		130.15
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11WV67X6417J	10435	5603		322.82
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	11WV67X6417J	10465	5603		44.18
600223720	08/04/2021	EFT	3177	AMAZON CAPITAL SERVICES, INC.	1K1767LD3T4J	10740	5605		64.76
600223718	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	118809	10610	5301		11.74
600223718	08/04/2021	EFT	1280	ACE SHOPPER STOPPER	119051	10615	5605		19.99
									<b>5,063,844.26</b>



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITRELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 28, 2021 Item No. 17B Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Diane Pelletier, Finance Director

**DATE:** September 28, 2021

**SUBJECT:** City Manager's Report  
Financial Report (Unaudited)

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** Provide City Council with monthly unaudited financial reports.

**Overview:** Attached is financial information (unaudited) for the City by fund and a summary of cash and investments.

**Background Information:** None.

**Financial:** Informational only.

**Boulder City Strategic Plan Goal:** Goal #1, Achieve Prudent Financial Stewardship.

**Department Recommendation:** The Finance Department respectfully requests that the City Council receive this report.

**Attachment:** Financial Report (Unaudited)

**ATTACHMENT**  
**CITY OF BOULDER CITY, NEVADA**  
**Financial Report (Unaudited)**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

**Prepared by Finance Department**

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# CITY OF BOULDER CITY

## General Fund

For the 2 Months Ended August 31, 2021 (17% of year complete)

REVENUES	BUDGET	YEAR TO DATE	PERCENT OF BUDGET
Property Taxes	\$ 2,129,685	\$ 75,672	4%
Licenses and Permits	1,526,000	277,799	18%
Consolidated Sales Tax	11,730,976	-	0%
Intergovernmental Revenues **	921,473	1,094,226	119%
Charges for Services	4,162,700	736,985	18%
Fines and Forfeitures	433,000	72,394	17%
Rents and Royalties	13,710,946	4,400,282	32%
Miscellaneous ***	255,300	(26,503)	-10%
<b>Total Revenues</b>	<b>34,870,080</b>	<b>6,630,855</b>	<b>19%</b>
<b>EXPENDITURES</b>			
City Council	179,216	35,542	20%
City Manager	306,708	46,913	15%
City Clerk	562,795	49,888	9%
Finance	1,284,620	148,447	12%
Information Systems	887,033	290,266	33%
City Attorney	395,171	37,451	9%
Personnel	665,549	55,558	8%
Central Services	162,487	17,648	11%
Communications	287,016	35,249	12%
Municipal Court	926,325	113,609	12%
Police	7,236,142	904,720	13%
Fire	5,632,121	740,085	13%
Public Safety Communications	1,243,754	206,823	17%
Animal Control	450,138	61,050	14%
Public Works	5,901,352	754,394	13%
Recreation	6,479,013	922,922	14%
Community Development and Grants	1,863,646	388,842	21%
Capital	887,762	-	0%
Transfers	5,632,976	5,632,976	100%
Contingency	1,000,000	-	0%
<b>Total Expenditures</b>	<b>41,983,824</b>	<b>10,442,381</b>	<b>25%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(7,113,744)</b>	<b>(3,811,526)</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>25,282,184</b>	<b>25,282,184</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 18,168,440</b>	<b>\$ 21,470,658</b>	

\* Includes capital outlay costs, when applicable.

\*\* In accordance with generally accepted accounting principals, grant funding which has not been earned is reported as an unearned revenue liability.

\*\*\* Year to date balance is negative due to accrual adjustments, which are expected to fluctuate.

**CITY OF BOULDER CITY**  
**Residential Construction Tax, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Residential Construction Tax	\$ 40,000	\$ 12,000	30%
<b>Total Revenues</b>	<b>40,000</b>	<b>12,000</b>	<b>30%</b>
<b>EXPENDITURES</b>			
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	
Revenues Over (Under) Expenditures	40,000	12,000	
Estimated Fund Balance at June 30, 2021 *	133,988	133,988	
Estimated Ending Fund Balance *	<b>\$ 173,988</b>	<b>\$ 145,988</b>	

\* Includes capital outlay costs, when applicable.



**CITY OF BOULDER CITY**  
**Municipal Court, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Fines and Forfeitures	\$ 142,000	\$ 28,149	20%
<b>Total Revenues</b>	<b>142,000</b>	<b>28,149</b>	<b>20%</b>
<b>EXPENDITURES</b>			
Salaries, Wages and Employee Benefits	143,860	19,682	14%
Services and Supplies	214,300	16,686	8%
Capital	80,000	-	0%
<b>Total Expenditures</b>	<b>438,160</b>	<b>36,368</b>	<b>8%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(296,160)</b>	<b>(8,219)</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>481,976</b>	<b>522,442</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 185,816</b>	<b>\$ 514,223</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**More Cops and Crime Prevention, Special Revenue Funds**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
More Cops Tax	\$ 800,000	\$ -	0%
Crime Prevention Tax	200,000	-	0%
<b>Total Revenues</b>	<b>1,000,000</b>	<b>-</b>	<b>0%</b>
<b>EXPENDITURES</b>			
Salaries, Wages and Employee Benefits	1,015,158	99,456	10%
Services and Supplies	22,600	5,860	26%
<b>Total Expenditures</b>	<b>1,037,758</b>	<b>105,315</b>	<b>10%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(37,758)</b>	<b>(105,315)</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>505,855</b>	<b>505,855</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 468,097</b>	<b>\$ 400,540</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**Acquisitions and Improvements, Capital Projects Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Taxes	\$ 70,000	\$ -	0%
Intergovernmental	100,000	540,097	540%
Transfers	4,600,000	4,600,000	100%
<b>Total Revenues</b>	<b>4,770,000</b>	<b>5,140,097</b>	<b>108%</b>
<b>EXPENDITURES</b>			
CIP Projects **	9,493,523	155,280	2%
Retainage adjustment on CIP Projects	-	(41,105)	
Transfers	195,003	195,003	100%
<b>Total Expenditures</b>	<b>9,688,526</b>	<b>309,178</b>	<b>3%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(4,918,526)</b>	<b>4,830,919</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,513,319</b>	<b>2,513,319</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ (7,005,207)</b>	<b>\$ 2,744,238</b>	

\* Includes capital outlay costs, when applicable.

\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.

**CITY OF BOULDER CITY**  
**Multipurpose, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
State Funds	\$ 30,000	\$ 7,500	25%
Miscellaneous	25,600	28,732	112%
<b>Total Revenues</b>	<b>55,600</b>	<b>36,232</b>	<b>65%</b>
<b>EXPENDITURES</b>			
Community Gardens	8,917	-	0%
Court Programs	84,789	3,101	4%
Police	134,769	6,822	5%
Fire	3,077	251	8%
Animal Control	35,514	3,848	11%
Recreation	25,000	20,265	81%
<b>Total Expenditures</b>	<b>292,066</b>	<b>34,287</b>	<b>12%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(236,466)</b>	<b>1,945</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,181,023</b>	<b>2,181,023</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 1,918,957</b>	<b>\$ 2,154,236</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**Compensated Absences, Special Revenue Fund**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 198,541	\$ 60,721	31%
Transfers	400,000	400,000	100%
<b>Total Revenues</b>	<b>598,541</b>	<b>460,721</b>	<b>77%</b>
<b>EXPENDITURES</b>			
Employee Benefits	2,500,000	-	0%
<b>Total Expenditures</b>	<b>2,500,000</b>	<b>-</b>	<b>0%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(1,901,459)</b>	<b>460,721</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,076,122</b>	<b>2,076,122</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 174,663</b>	<b>\$ 2,536,843</b>	
* Includes capital outlay costs, when applicable.			
<b>Fund balance ceiling equals total liability</b>			
<b>FY 2020 CAFR Liability</b>		<b>\$ 3,610,172</b>	

**CITY OF BOULDER CITY**  
**Extraordinary Maintenance, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 198,541	\$ 60,721	31%
Transfers	250,000	250,000	100%
<b>Total Revenues</b>	<b>448,541</b>	<b>310,721</b>	<b>69%</b>
<b>EXPENDITURES</b>			
Services and Supplies	2,200,000	-	0%
<b>Total Expenditures</b>	<b>2,200,000</b>	<b>-</b>	<b>0%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(1,751,459)</b>	<b>310,721</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,740,774</b>	<b>2,740,774</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 989,315</b>	<b>\$ 3,051,495</b>	

\* Includes capital outlay costs, when applicable.

**Fund balance ceiling 5% of total Governmental Assets**

<b>FY 2020 CAFR Total Governmental Capital Assets</b>	<b>\$ 202,580,881</b>
<b>5% of total capital assets</b>	<b>\$ 10,129,044</b>

**CITY OF BOULDER CITY**  
**Risk Management, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 198,541	\$ 60,721	31%
Charges for Services	-	4,471	
Transfers	887,976	887,976	100%
<b>Total Revenues</b>	<b>1,086,517</b>	<b>953,169</b>	<b>88%</b>
<b>EXPENDITURES</b>			
Services and Supplies	2,387,976	372,426	16%
<b>Total Expenditures</b>	<b>2,387,976</b>	<b>372,426</b>	<b>16%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(1,301,459)</b>	<b>580,742</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>1,540,142</b>	<b>1,540,142</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 238,683</b>	<b>\$ 2,120,884</b>	

\* Includes capital outlay costs, when applicable.

**Fund balance ceiling 10% of prior year General Fund expenditures**

<b>FY 2020 CAFR Total General Fund Expenditures</b>	<b>\$ 29,428,735</b>
<b>10% of total expenditures</b>	<b>\$ 2,942,874</b>

**CITY OF BOULDER CITY**  
**Capital Improvement, Special Revenue Fund**  
**(Requires Voter Approval)**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 3,609,830	\$ 1,158,390	32%
<b>Total Revenues</b>	<b>3,609,830</b>	<b>1,158,390</b>	<b>32%</b>
<b>EXPENDITURES</b>			
Transfers	2,750,000	2,750,000	100%
<b>Total Expenditures</b>	<b>2,750,000</b>	<b>2,750,000</b>	<b>100%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>859,830</b>	<b>(1,591,610)</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>15,182,101</b>	<b>15,182,101</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 16,041,931</b>	<b>\$ 13,590,491</b>	

\* Includes capital outlay costs, when applicable.



**CITY OF BOULDER CITY**  
**Vehicle Equipment Replacement, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 198,541	\$ 60,721	31%
Transfers	495,000	495,000	100%
<b>Total Revenues</b>	<b>693,541</b>	<b>555,721</b>	<b>80%</b>
<b>EXPENDITURES</b>			
Capital	338,052	62,797	19%
<b>Total Expenditures</b>	<b>338,052</b>	<b>62,797</b>	<b>19%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>355,489</b>	<b>492,925</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,197,420</b>	<b>2,197,420</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 2,552,909</b>	<b>\$ 2,690,345</b>	

\* Includes capital outlay costs, when applicable.

**Fund balance ceiling 5% of total Governmental Assets**

<b>FY 2020 CAFR Total Governmental Capital Assets</b>	<b>\$ 202,580,881</b>
<b>5% of total capital assets</b>	<b>\$ 10,129,044</b>

**CITY OF BOULDER CITY**  
**Land Improvement, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
<b>Total Revenues</b>	-	-	
<b>EXPENDITURES</b>			
Services and Supplies	25,000	202	1%
<b>Total Expenditures</b>	<b>25,000</b>	<b>202</b>	<b>1%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(25,000)</b>	<b>(202)</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>160,015</b>	<b>160,015</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 135,015</b>	<b>\$ 159,813</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**Revenue Stabilization, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Rents and Royalties	\$ 198,541	\$ 60,721	31%
<b>Total Revenues</b>	<b>198,541</b>	<b>60,721</b>	<b>31%</b>
<b>EXPENDITURES</b>			
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	
Revenues Over (Under) Expenditures	198,541	60,721	
Estimated Fund Balance at June 30, 2021 *	2,638,844	2,638,844	
Estimated Ending Fund Balance *	<b>\$ 2,837,385</b>	<b>\$ 2,699,565</b>	

\* Includes capital outlay costs, when applicable.

**Fund balance ceiling 10% of prior year General Fund expenditures**

<b>FY 2020 CAFR Total General Fund Expenditures</b>	<b>\$ 29,428,735</b>
<b>10% of total expenditures</b>	<b>\$ 2,942,874</b>

**CITY OF BOULDER CITY**  
**Golf Course Improvement, Special Revenue Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Municipal GC Surcharge Fee	\$ 100,000	\$ 21,020	21%
Boulder Creek GC Surcharge Fee	100,000	16,227	16%
Transfers	195,003	195,003	100%
<b>Total Revenues</b>	<b>395,003</b>	<b>232,250</b>	<b>59%</b>
<b>EXPENDITURES</b>			
Capital	141,562	23,438	17%
<b>Total Expenditures</b>	<b>141,562</b>	<b>23,438</b>	<b>17%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>253,441</b>	<b>208,812</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>653,309</b>	<b>653,309</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 906,750</b>	<b>\$ 862,121</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**Redevelopment District #1, Special Revenue Fund**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Property Taxes	\$ 984,820	\$ 94,161	10%
<b>Total Revenues</b>	<b>984,820</b>	<b>94,161</b>	<b>10%</b>
<b>EXPENDITURES</b>			
Salaries, Wages and Employee Benefits	188,214	33,221	18%
Services and Supplies	383,382	44	0%
Capital	1,000,000	-	0%
<b>Total Expenditures</b>	<b>1,571,596</b>	<b>33,264</b>	<b>2%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(586,776)</b>	<b>60,897</b>	
<b>Estimated Fund Balance at June 30, 2021 *</b>	<b>2,946,037</b>	<b>2,946,037</b>	
<b>Estimated Ending Fund Balance *</b>	<b>\$ 2,359,261</b>	<b>\$ 3,006,934</b>	

\* Includes capital outlay costs, when applicable.

**CITY OF BOULDER CITY**  
**Cemetery, Enterprise Fund**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Sale of Lots	\$ 90,000	\$ 10,862	12%
Other Charges for Services	53,000	12,355	23%
Miscellaneous **	14,000	(969)	-7%
<b>Total Revenues</b>	<b>157,000</b>	<b>22,248</b>	<b>14%</b>
<b>EXPENSES</b>			
Cemetery Operations	150,405	7,920	5%
Depreciation	16,000	-	0%
<b>Total Expenses</b>	<b>166,405</b>	<b>7,920</b>	<b>5%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(9,405)</b>	<b>14,328</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>1,127,038</b>	<b>1,127,038</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 1,103,633</b>	<b>\$ 1,142,335</b>	

\* Includes the value of capital assets.

\*\*\* Year to date balance is negative due to accrual adjustments, which are expected to fluctuate.

**CITY OF BOULDER CITY**  
**Aviation, Enterprise Fund**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Non-business Licenses and Permits	\$ 5,000	\$ 1,000	20%
Intergovernmental	1,560,263	-	0%
Rents and Royalties	477,582	162,824	34%
Miscellaneous	6,000	1,425	24%
<b>Total Revenues</b>	<b>2,048,845</b>	<b>165,249</b>	<b>8%</b>
<b>EXPENSES</b>			
Airport Operations	1,012,247	120,516	12%
Depreciation	1,000,000	-	0%
Capital	2,009,180	-	0%
<b>Total Expenses</b>	<b>4,021,427</b>	<b>120,516</b>	<b>3%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(1,972,582)</b>	<b>44,733</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>22,576,943</b>	<b>22,576,943</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 20,598,361</b>	<b>\$ 22,620,251</b>	

\* Includes the value of capital assets.

**CITY OF BOULDER CITY**  
**Utility, Enterprise Fund - Administration**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Miscellaneous	\$ -	\$ 475	
Transfers	3,227,820	537,970	17%
<b>Total Revenues</b>	<b>3,227,820</b>	<b>538,445</b>	<b>17%</b>
<b>EXPENSES</b>			
Utility Administration Operations	3,227,820	703,649	22%
Capital **	17,477	-	0%
<b>Total Expenses</b>	<b>3,245,297</b>	<b>703,649</b>	<b>22%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(17,477)</b>	<b>(165,204)</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>7,337,658</b>	<b>7,337,658</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 7,320,181</b>	<b>\$ 7,172,454</b>	

\* Includes the value of capital assets.

\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.



**CITY OF BOULDER CITY**  
**Utility, Enterprise Fund - Electric**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Electric Charges and Fees	\$ 16,397,200	\$ 2,181,688	13%
Miscellaneous	-	16,211	
Transfers	600,000	600,000	100%
<b>Total Revenues</b>	<b>16,997,200</b>	<b>2,797,899</b>	<b>16%</b>
<b>EXPENSES</b>			
Electric Operations	9,700,559	1,072,501	11%
Depreciation	1,100,000	-	0%
Capital **	7,348,453	617,367	8%
Retainage adjustment on CIP Projects	-	(206,882)	
Transfers	1,839,858	306,643	17%
<b>Total Expenses</b>	<b>19,988,870</b>	<b>1,789,630</b>	<b>9%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(2,991,670)</b>	<b>1,008,269</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>36,825,376</b>	<b>36,825,376</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 33,233,706</b>	<b>\$ 37,233,645</b>	

\* Includes the value of capital assets.

\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.

**CITY OF BOULDER CITY**  
**Utility, Enterprise Fund - Water**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Intergovernmental Revenues **	\$ 800,000	\$ (187,195)	-23%
Water Charges and Fees	9,899,800	1,429,728	14%
Transfers	850,000	850,000	100%
<b>Total Revenues</b>	<b>11,549,800</b>	<b>2,092,533</b>	<b>18%</b>
<b>EXPENSES</b>			
Water Operations	6,275,711	641,513	10%
Depreciation	2,950,000	-	0%
Capital ***	2,578,460	179,556	7%
Retainage adjustment on CIP Projects	-	(282,107)	
Debt Service	4,556,951	-	0%
Transfers	968,346	161,391	17%
<b>Total Expenses</b>	<b>17,329,468</b>	<b>700,353</b>	<b>4%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(5,779,668)</b>	<b>1,392,180</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>28,662,039</b>	<b>28,662,039</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 22,882,371</b>	<b>\$ 30,054,219</b>	

\* Includes the value of capital assets.

\*\* Year-to-date balance is negative due to amounts related to May and June being adjusted and included in receivables/revenue at June 30, 2021.

\*\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.

**CITY OF BOULDER CITY**  
**Utility, Enterprise Fund - Wastewater**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Wastewater Charges and Fees	\$ 2,040,000	\$ 266,720	13%
Transfers	300,000	300,000	100%
<b>Total Revenues</b>	<b>2,340,000</b>	<b>566,720</b>	<b>24%</b>
<b>EXPENSES</b>			
Wastewater Operations	891,592	75,855	9%
Depreciation	601,000	-	0%
Capital **	2,016,950	400	0%
Transfers	322,781	53,797	17%
<b>Total Expenses</b>	<b>3,832,323</b>	<b>130,052</b>	<b>3%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(1,492,323)</b>	<b>436,668</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>14,400,747</b>	<b>14,400,747</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 12,908,424</b>	<b>\$ 14,837,415</b>	

\* Includes the value of capital assets.

\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.

**CITY OF BOULDER CITY**  
**Utility, Enterprise Fund - Landfill**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Refuse Charges and Fees	\$ 1,600,900	\$ 151,211	9%
Miscellaneous **	-	(1)	
<b>Total Revenues</b>	<b>1,600,900</b>	<b>151,210</b>	<b>9%</b>
<b>EXPENSES</b>			
Landfill and Refuse Collection Operations	1,173,000	90,512	8%
Depreciation	20,000	-	0%
Capital ***	621,285	-	0%
Transfers	96,835	16,139	17%
<b>Total Expenses</b>	<b>1,911,120</b>	<b>106,651</b>	<b>6%</b>
<b>Revenues Over (Under) Expenses</b>	<b>(310,220)</b>	<b>44,560</b>	
<b>Estimated Net Position at June 30, 2021 *</b>	<b>3,859,168</b>	<b>3,859,168</b>	
<b>Estimated Ending Net Position *</b>	<b>\$ 3,548,948</b>	<b>\$ 3,903,728</b>	

\* Includes the value of capital assets.

\*\* Year to date balance is negative due to accrual adjustments, which are expected to fluctuate.

\*\*\* The budget amount does not agree to the reports prepared by Public Works, because fiscal year 2021 balances have not been finalized and ending balances, including encumbrances, have not yet been updated for fiscal year 2022.

**CITY OF BOULDER CITY**  
**Municipal Golf Course Operations**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Green Fees	\$ 920,000	\$ 205,252	22%
Range Balls	13,800	3,704	27%
Membership Fees	-	19,050	
Merchant Sales	5,000	1,000	20%
Restaurant Lease	12,000	4,321	36%
<b>Total Revenues</b>	<b>950,800</b>	<b>233,327</b>	<b>25%</b>
<b>EXPENDITURES</b>			
Professional	281,040	40,860	15%
Technical	655,575	105,537	16%
Monitoring Security Services	2,148	358	17%
Pest Control	1,000	63	6%
Solid Wastes Services	5,000	356	7%
Maintenance Facilities	2,240	-	0%
Maintenance Equipment	8,000	-	0%
Maintenance Vehicles	44,000	2,065	5%
Maintenance Grounds	13,600	-	0%
Communications	9,500	173	2%
Advertising Marketing	18,000	713	4%
Pubs Subs Dues Fees	14,000	3,955	28%
Equipment	1,221	-	0%
Fuel	500	-	0%
General	1,000	87	9%
Golf Course	4,000	-	0%
Janitorial	3,500	-	0%
Office Supplies	3,150	864	27%
Utility Services	395,000	95,266	24%
<b>Total Expenditures</b>	<b>1,462,474</b>	<b>250,298</b>	<b>17%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>\$ (511,674)</b>	<b>\$ (16,971)</b>	

**CITY OF BOULDER CITY**  
**Boulder Creek Golf Course Operations**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>REVENUES</b>	<b>BUDGET</b>	<b>YEAR TO DATE</b>	<b>PERCENT OF BUDGET</b>
Green Fees	\$ 1,500,000	\$ 242,537	16%
Merchant Sales	10,000	1,503	15%
Pavilion Rent	9,000	3,300	37%
Membership Fees	75,000	44,935	60%
Restaurant Lease	30,000	7,623	25%
Golf Lessons	4,000	1,713	43%
Disc Golf	-	885	
<b>Total Revenues</b>	<b>1,628,000</b>	<b>302,495</b>	<b>19%</b>
<b>EXPENDITURES</b>			
Professional	487,286	74,256	15%
Other Professional Services	3,000	-	0%
Technical	967,287	159,659	17%
Monitoring Security Services	2,400	458	19%
Pest Control	1,000	-	0%
Solid Waste Services	6,500	553	9%
Maintenance Facilities	13,200	-	0%
Maintenance Equipment	35,000	-	0%
Maintenance Vehicles	52,000	540	1%
Storage Rent	2,400	246	10%
Communications	12,200	194	2%
Advertising Marketing	20,000	713	4%
Postage and Shipping	700	-	0%
Pubs Subs Dues Fees	50,000	7,678	15%
Travel and Training	180	-	0%
Golf Course Merchandise	5,000	-	0%
Equipment	8,100	-	0%
General	7,550	93	1%
Golf Course	10,000	-	0%
Janitorial	7,000	1,288	18%
Office Supplies	7,000	2,284	33%
Utility Services	460,000	114,427	25%
<b>Total Expenditures</b>	<b>2,157,803</b>	<b>362,389</b>	<b>17%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>\$ (529,803)</b>	<b>\$ (59,893)</b>	

**CITY OF BOULDER CITY**  
**Summary of Cash, Cash Equivalents and Investments**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

<b>CASH, CASH EQUIVALENTS AND INVESTMENTS</b>	<b>BALANCE</b>
Wells Fargo Brokerage	\$ 19,979,345
Nevada State Bank Sweep	50,380,514
Nevada State Bank Operating	134,279
State of Nevada Local Government Investment Pool	65,794,256
	<b>\$ 136,288,394</b>
<hr/>	
<b>INVESTMENT INCOME</b>	
Wells Fargo Brokerage	\$ 14,439
Nevada State Bank Sweep	424
Local Government Investment Pool	8,537
	<b>\$ 23,400</b>

**CITY OF BOULDER CITY**  
**Cash, Cash Equivalents and Investments by Fund**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>FUND</b>	<b>TOTAL</b>	<b>RESTRICTED</b>	<b>DESIGNATED</b>	<b>UNEARNED</b>	<b>AVAILABLE</b>	
<b>General</b>	\$ 30,247,002	\$ -	\$ 5,744,996	\$ 11,527,967	\$ 12,974,039	
<b>Residential Construction Tax</b>	146,299	146,299	-	-	-	
<b>Municipal Court</b>	467,249	423,617	43,632	-	-	
<b>More Cops and Crimes Prevention</b>	613,545	405,993	207,552	-	-	
<b>Acquisitions and Improvements</b>	9,494,182	7,213,791	2,000,000	-	280,391	***
<b>Multipurpose</b>	2,217,311	849,826	1,367,486	-	-	
<b>Compensated Absence</b>	2,458,215	2,458,215	-	-	-	
<b>Extraordinary Maintenance</b>	3,026,618	2,237,651	788,967	-	-	
<b>Risk Management</b>	2,489,047	2,489,047	-	-	-	
<b>Capital Improvement</b>	13,141,918	13,141,918	-	-	-	
<b>Vehicle Equipment Replacement</b>	2,665,268	2,665,268	-	-	-	
<b>Land Improvement</b>	147,868	147,868	-	-	-	
<b>Revenue Stabilization</b>	2,674,642	2,674,642	-	-	-	
<b>Golf Course Improvement</b>	862,374	862,374	-	-	-	
<b>Redevelopment District #1</b>	3,010,144	2,895,825	114,319	-	-	
<b>Cemetery</b>	987,089	401,128	-	-	585,961	**
<b>Aviation</b>	2,771,844	-	452,449	32,742	2,286,653	**
<b>Utility</b>	59,318,711	3,187,231	16,457,488	-	39,673,993	**
<b>Total</b>	<b>136,739,327</b>	<b>\$ 42,200,693</b>	<b>\$ 27,176,888</b>	<b>\$ 11,560,709</b>	<b>\$ 55,801,037</b>	
<b>Bank Balance</b>	<b>136,288,394</b>					
<b>Difference *</b>	<b>\$ 450,933</b>					

\* Difference between General Ledger and Bank is due to deposits in transit and outstanding checks.

\*\* Amounts are available only for use in the applicable fund.

\*\*\* Available for reallocation within this fund.



**CITY OF BOULDER CITY**  
**Designated and Restricted Cash, Cash Equivalents and Investments**  
**For the 2 Months Ended August 31, 2021 (17% of year complete)**

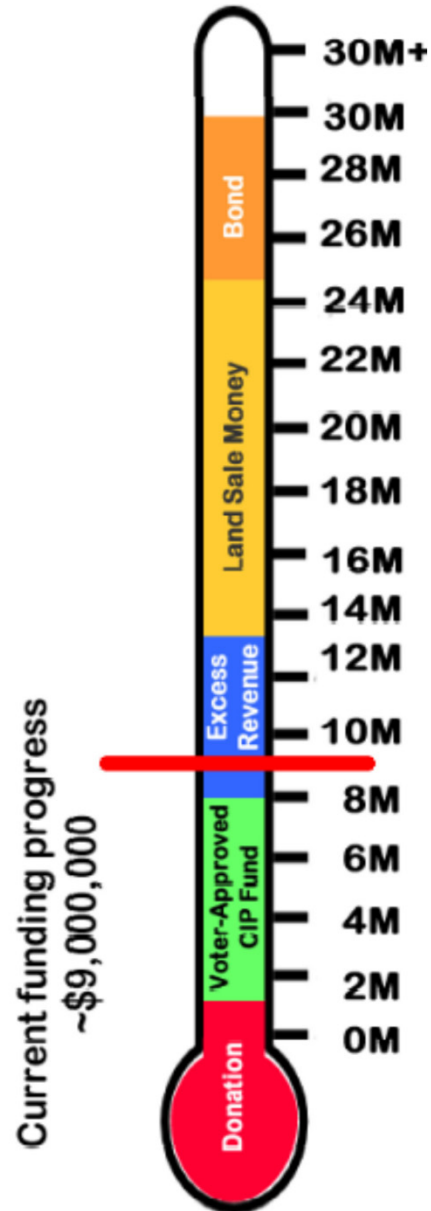
<b>DESIGNATION/RESTRICTION</b>	<b>FUND</b>	<b>BALANCE</b>
Operating Reserve	General	\$ 5,744,996
Operating Reserve	Municipal Court	43,632
Operating Reserve	More Cops and Crimes Prevention	207,552
Emergency Capital Reserve	Acquisitions and Improvements	2,000,000
Swimming Pool Reserve	Multipurpose	1,367,486
Swimming Pool Reserve	Extraordinary Maintenance	788,967
Swimming Pool Reserve	Capital Improvement	7,000,000
Operating Reserve	Redevelopment District #1	114,319
Restricted for Specific Fund Purpose	Various	31,612,334
	<b>Total Governmental Funds</b>	<b>48,879,285</b>
Perpetual Care	Cemetery	401,128
Emergency Capital Reserve	Aviation	250,000
Operating Reserve	Aviation	202,449
	Utility	
Emergency Capital Reserve	Administration	5,000,000
Rate Stabilization Reserve	Administration	3,000,000
RDA Utility Reserve	Administration	942,630
Customer Deposits	Electric	167,921
Operating Reserve	Electric	2,528,083
Bond Reserve	Water	2,326,922
Customer Deposits	Water	18,175
Operating Reserve	Water	2,038,811
Operating Reserve	Wastewater	363,075
Landfill Closure	Landfill	1,551,267
Landfill Construction Fees Reserve	Landfill	1,449,868
Operating Reserve	Landfill	257,967
	<b>Total Enterprise Funds</b>	<b>20,498,296</b>
	<b>Total Designated and Restricted</b>	<b>\$ 69,377,581</b>

**CITY OF BOULDER CITY**  
**Utility Fund Cash, Cash Equivalents and Investments**  
For the 2 Months Ended August 31, 2021 (17% of year complete)

<b>UTILITY FUND</b>	<b>TOTAL</b>	<b>RESTRICTED AND/OR DESIGNATED</b>	<b>AVAILABLE</b>
Administration	\$ 9,080,487	\$ 8,942,630	\$ 137,857
Electric	19,634,668	2,696,004	16,938,665
Water	20,173,005	4,383,908	15,789,097
Wastewater	5,585,704	363,075	5,222,629
Landfill	4,844,847	3,259,102	1,585,745
<b>Total</b>	<b>\$ 59,318,711</b>	<b>\$ 19,644,719</b>	<b>\$ 39,673,993</b>

## Swimming Pool Funding

For the 2 Months Ended August 31, 2021 (17% of year complete)



**Prepared by Public Works**

Draft as of 9/20/2021

Munis PROJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET FISCAL YEAR END	TOTAL APPROVED BUDGET	PREVIOUSLY EXPENDED	REVISED BUDGET FY 22	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
C1908	RTC Pavement Maintenance 2019	2019	250,000	154,880	95,120	0	0	95,120
C2003	SLURRY SEAL FY19-20	2020	700,000	649,265	50,735	0	0	50,735
C2004	STREET RECON FY 19-20	2020	1,500,000	98,917	1,401,083	0	56,398	1,344,685
C2005	RTC RAILROAD MUSEUM ROAD	2020	500,000	120,356	379,644	10,669	108,675	260,300
C2006	PEDESTRIAN SAFETY UPGRAD 19-20	2020	210,000	197,794	12,206	0	0	12,206
C2007	ADA UPGRADES PROGRAM FY19-20 R	2020	250,000	247,257	2,743	0	0	2,743
C2008	BIKEPATH REHABILITATION RTC	2020	400,000	383,556	16,444	0	0	16,444
C2009	HEMENWAY SYSTEM PHASE IIB	2020	5,202,802	357,371	4,845,431	170,328	4,664,377	10,726
C2010	INTERSECTION IMPROVE RTC NV WA	2020	200,000	138,172	61,828	0	43,647	18,181
C2011	RTC Bike Path - Hemenway	2020	250,000	2,411	247,589	0	23,430	224,159
C2103	Slurry Seal FY 21	2021	1,262,400	211,148	1,051,252	59,068	854,186	137,998
C2104	R.T.C. Street Recon FY21	2021	1,000,000	0	1,000,000	0	176,240	823,760
C2106	Pedestrian Safety Upgrade FY21	2021	300,000	189,736	110,264	0	12,985	97,279
C2107	ADA Upgrades Program FY21	2021	250,000	241,844	8,156	0	76	8,080
C2108	Bikepath Rehabilitation FY21	2021	400,000	122,480	277,521	6,754	96,755	174,012
C2109	CC HP Sheep Habitat	2021	302,600	166,342	136,258	8,526	22,871	104,861
C2110	PH 2 - BC Parkway Complete Streets	2021	750,000	0	750,000	0	0	750,000
E1409	HEMENWAY SYSTEM PHASE 2	2010	935,500	461,719	473,781	0	148,448	325,333
E1703	BC PARKWAY-RTC	2019	16,945,000	16,802,531	142,469	0	0	142,469
PW162	RIVER MT LOOP TRAIL SEG 2	2019	377,690	4,880	372,810	0	6,540	366,270
							Outside funding	4,965,361
F2101	Replace Cardiac Monitors	2021	150,000	148,311	1,689	0	0	1,689
F2102	Replace Auto Extraction Equipment	2021	50,000	0	50,000	0	49,274	726
F2104	Fire Station Air -Vac Diesel Exhaust	2021	56,754	21,877	34,877	2,832	24,708	7,337
G1903	AQUATIC & CULTURAL CENTER DESG	2019	200,000	0	200,000	0	0	200,000
G1907	FLEET REPLACEMENT- PUBLIC WORKS	2019	520,000	515,580	4,420	0	0	4,420
G1909	BOULDER CREEK EQUIPMENT LEASE	2019	420,000	390,813	29,187	0	18,990	10,197
G1914	BOULDER CREEK PAVILLION IMPRV	2019	150,000	62,347	87,653	0	0	87,653
G2001	City Shops Renovation/Expansio	2020	100,000	46,668	53,332	0	8,000	45,332
G2002	City Shops Main Bldg Renovatio	2020	200,000	54,012	145,988	0	8,880	137,108
G2003	HVAC REPLACEMENT	2020	484,000	77,276	406,724	0	20,000	386,724
G2004	Video Security System All Faci	2020	250,000	51,054	198,946	0	7,442	191,504
G2005	Sidewalk Hazard Repair	2020	50,000	23,848	26,152	0	0	26,152
G2006	School Zone Crosswalk Renovati	2020	30,000	0	30,000	0	0	30,000
G2007	Street Light Conversion to LED	2020	100,000	65,831	34,169	19,322	12,015	2,832
G2101	Streetscape Rehabilitation	2021	50,000	0	50,000	0	0	50,000
G2102	City Facility Parking Lot Renovation	2021	200,000	0	200,000	0	0	200,000
G2105	Design Cottage 3 ABC Park	2021	100,000	73,880	26,120	0	25,790	330
G2106	City Hall ADA Access Improvements	2021	35,000	7,400	27,600	0	0	27,600
G2107	Council Chamber Remodel	2021	120,000	0	120,000	14,328	39,064	66,608
G2201	City Shops Covered Parking	2021	60,000	0	60,000	0	0	60,000
G2202	Public Safety Dispatch Microwave Rep	2022	155,000	0	155,000	0	0	155

Draft as of 9/20/2021

MUNIS PROJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET FISCAL YEAR END	TOTAL APPROVED BUDGET PRIOR TO FYE 22	CIP FUNDS APPROVED FOR FYE 22	TOTAL APPROVED BUDGET AS OF FYE 22	PREVIOUSLY EXPENDED	REVISED BUDGET FY 22	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
U1901	CITY SHOP UTIL ADM BLDG REFURB	2019	100,000	0	100,000	82,523	17,477	0	2,500	14,977
	Total 60900 UT CAPITAL PROJECTS						17,477	0	2,500	14,977
	Total 60 UTILITY ADMIN FUND						17,477	0	2,500	14,977
E1901	FEEDER 63 TO SUBSTATION 3 TIE	2019	400,000	0	400,000	153,817	246,183	3,520	0	242,663
E1902	FEEDER 53 REPLACEMENT	2019	500,000	0	500,000	336,954	163,046	12,224	0	150,822
E1905	FEEDER 64-TEMPLE ROCK REROUTE	2019	150,000	0	150,000	55,869	94,131	0	0	94,131
E1907	SUBSTATION IMPROVEMENTS	2019	70,000	0	70,000	43,586	26,414	0	0	26,414
E1909	4KV OVERHEAD LINE INSULATOR, T	2019	3,590,000	0	3,590,000	3,083,593	506,407	95,266	390,015	21,126
E2001	BC TAP TO BUCHANAN OVERHEAD LI	2020	9,800,000	0	9,800,000	3,154,088	6,645,912	235,182	6,403,922	6,808
E2009	Capital Equipment Purchase	2020	836,232	0	836,232	648,987	187,245	0	0	187,245
E2010	Claremont Conversion	2020	500,000	0	500,000	170,834	329,166	0	19,963	309,203
E2011	Substation 5 Reclosure Replace	2020	90,000	0	90,000	91,555	(1,555)	0	0	(1,555)
E2101	San Felipe - Mendota Feeder	2021	500,000	1,400,000	1,900,000	0	1,900,000	0	315,668	1,584,332
E2102	Circuit 45-61-62 Tie	2021	1,100,000	0	1,100,000	10,640	1,089,360	2,480	0	1,086,880
E2103	Circuit 63-64 Tie	2021	100,000	300,000	400,000	6,400	393,600	1,960	0	391,640
E2105	Pole Replacement Program	2021	450,000	450,000	900,000	129,653	770,347	0	1	770,346
E2201	Feeder 14-24 Tie Replacement	2022	0	400,000	400,000	0	400,000	0	0	400,000
E2202	Red Mountain Distribution Line	2022	0	1,200,000	1,200,000	0	1,200,000	0	0	1,200,000
UE161	BC TAP TRANSFORMER/BKR	2016	2,720,000	0	2,720,000	2,420,808	299,192	0	0	299,192
UE182	Feeder Arizona St	2018	2,056,555	0	2,056,555	1,099,614	956,941	275,439	674,676	6,826
UE183	METER REPLACEMENT	2018	1,000,000	0	1,000,000	947,843	52,157	0	51,682	475
	Total 61900 ELECT FUND CAPITAL						15,258,545	626,071	7,855,927	6,776,548
	Total 61 ELECTRIC FUND						15,258,545	626,071	7,855,927	6,776,548
UW171	WATER LINE TO ELDORADO VALLEY	2017	2,400,000	0	2,400,000	2,002,145	397,855	5,000	69,614	323,241
W2006	Copper Service Replacement	2020	1,063,300	600,000	1,663,300	838,445	824,855	174,556	120,349	529,950
W2008	Eldorado Valley Line PRV Desig	2020	250,000	0	250,000	0	250,000	0	0	250,000
W2009	ACCESS AND SECURITY IMPROV RES	2020	50,000	0	50,000	0	50,000	0	0	50,000
W2101	Rebuild Pressure Reducing Valve	2021	100,000	0	100,000	96,030	3,970	0	0	3,970
W2102	Install PRV on "A" Line to National Par	2021	250,000	0	250,000	0	250,000	0	0	250,000
W2103	Reservoir Improvements	2021	80,000	559,600	639,600	0	639,600	0	0	639,600
W2104	Replace 8" Butterfly Valves	2021	80,000	200,000	280,000	12,479	267,521	0	0	267,521
W2201	Water Meter Replacements	2022	0	75,000	75,000	0	75,000	0	0	75,000
	Total 62900 WF CAPITAL PROJECTS						2,758,801	179,556	189,963	2,389,282
	Total 62 WATER FUND						2,758,801	179,556	189,963	2,389,282
S1901	SANITARY SEWER REHABILITATION	2019	100,000	0	100,000	46,070	53,930	0	0	53,930
S2004	WWTP Headworks Upgrade	2020	400,000	0	400,000	17,960	382,040	0	234,540	147,500
S2101	Evaluate Hemenway Valley Sewer	2021	100,000	0	100,000	81,587	18,413	400	8,013	10,000
S2102	Sewage Lift Station Mobile Eme	2021	120,000	0	120,000	109,016	10,984	0	39	10,945
S2103	Rehabilitate Sanitary Sewer Ma	2021	120,000	750,000	870,000	5,440	864,560	0	0	864,560
S2201	Lift Station No 1 Improvements	2022	0	100,000	100,000	0	100,000	0	0	100,000
S2202	Chlorine Contact Chamber	2022	0	100,000	100,000	0	100,000	0	0	100,000
S2203	Concrete Line Aeration Basins	2022	0	200,000	200,000	0	200,000	0	0	200,000
	Total 63900 WWATER FUND CAPITAL						1,729,927	400	242,592	1,486,935
	Total 63 WASTEWATER FUND						1,729,927	400	242,592	1,486,935
UL151	LANDFILL EXPANSION	2016	562,000	0	562,000	365,999	196,000	0	104,902	91,098
UL201	Landfill Expansion Phasing Pla	2020	60,000	0	60,000	0	60,000	0	0	60,000
UL202	Perimeter Fencing/Road Design	2020	460,000	0	460,000	16,335	443,665	0	12,628	431,037
	Total 64900 LANDFILL FUND CAPITAL						699,665	0	117,530	582,135
	Total 64 LANDFILL FUND						699,665	0	117,530	582,135
	Revenue Total						0	0	0	0
	Expense Total						20,464,415	806,027	8,408,512	11,249,877
	Grand Total						20,464,415	806,027	8,408,512	11,249,877
	Projects closed in FY22									
								0	0	0
	Projects closed for reallocation in FY22									
						60 Utility Admin	0	0		0
						61 Electric	0			
						62 Water	0	0		0
						63 Wastewater	0	0		0
							0	0		0
						Grand Total Actual	20,464,415	806,027		11,249,877

City of Boulder City's Capital Projects in Other Funds  
Year to Date as of 8/31/2021

Draft as of 9/20/2021

MUNIS PROJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET FISCAL YEAR END	TOTAL APPROVED BUDGET PRIOR TO FYE 22	CIP FUNDS APPROVED FOR FYE 22	TOTAL APPROVED BUDGET AS OF FYE 22	PREVIOUSLY EXPENDED	REVISED BUDGET FY 22	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
A2101	Tower Siting Study	2021	219,130	0	219,130	0	219,130	0	0	219,130
A2102	Tower Environmental Assessment	2021	165,050	0	165,050	0	165,050	0	0	165,050
A2201	Air Traffic Control Tower	2022	0	700,000	700,000	0	700,000	0	0	700,000
A2202	Fuel Farm	2022	0	925,000	925,000	0	925,000	0	0	925,000
	Total 54900 AIRPORT CAPITAL PROJECTS						2,009,180	0	0	2,009,180
	Total 54 AIRPORT FUND						2,009,180	0	0	2,009,180
H2101	PH 1 - BC Parkway Complete Street	2021	300,000	0	300,000	0	300,000	0	33,000	267,000
H2201	Water Filtration Plant Preservation	2022	0	300,000	300,000	0	300,000	0	0	300,000
H2202	Wayfinding Signage Study	2022	0	75,000	75,000	0	75,000	0	0	75,000
H2203	Railroad Museum Linear Park Plan	2022	0	200,000	200,000	0	200,000	0	0	200,000
H2204	Water Filtration Plant Historic Structure Study	2022	0	125,000	125,000	0	125,000	0	0	125,000
	Total 80900 RDA CAPITAL						1,000,000	0	33,000	967,000
	Total 80 REDEVELOPMENT DISTRICT FUND						1,000,000	0	33,000	967,000
R2016	Muni Golf Cottonwood Tree Removal	2020	140,000	0	140,000	0	140,000	0	0	140,000
R2107	Annual Pressure Relief Valve Replacement	2021	25,000	0	25,000	0	25,000	23,438	0	1,562
	Total 48900 & 49900 GOLF CAPITAL PROJECTS						165,000	23,438	0	141,562
	Total 48 & 49 Combined GOLF FUND						165,000	23,438	0	141,562
MC221	Parking Lot Improvements	2022	0	80,000	80,000	0	80,000	0	0	80,000
	Total 22492 MCT ADMIN ASSESSMENT						80,000	0	0	80,000
	Total 22 MUNI CT ASSESSED FEES						80,000	0	0	80,000