City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large) ·
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), DAVID W. STEINMAN (Ward 4 – Interim)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

January 21, 2009

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – REVEREND MARY BREDLAU, COMPASSIONCARE HOSPICE
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE SENIOR OF THE QUARTER
8. RECOGNITION OF CHINESE NEW YEAR
9. RECOGNITION OF CITY MANAGER DOUG SELBY FOR DISTINGUISHED SERVICE

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

11. Approval of the Final Minutes by reference of the regular City Council meeting of December 17, 2008

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE - CONSENT

12. Approval of the Community Charter For Union Park, the master planned mixed-use community located at 100 South Grand Central Parkway (APNs 139-34-110-006, 002 and 005) - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

13. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

14. Approval of a Special Event Alcoholic Beverage License for Nevada Gay Rodeo Association, Location: Focus in Southern Nevada, 1140 Almond Tree Lane, Suite 306, Date: January 31, 2009, Type: Special Event General, Event: Fundraising Event to raise money for HIV/Drug Awareness, Responsible Person in Charge: Anthony Clark - Ward 3 (Reese)

15. Approval of a new Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, BRH Gaming LLC, db at BRH Gaming LLC, 235 South Main Street, Bobby R. Harris, Mgr, Mmbr, 100% - Ward 3 (Reese)

16. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Crawford Coin, Inc., db at Green Valley Grocery 44, 251 North Nellis Boulevard, Richard T. Crawford - Ward 3 (Reese)

17. Approval of an increase in the number of slot machines for a Non-restricted Gaming License from 20 to 30 subject to the provisions of the planning and fire codes, Pugdawgs, LLC, dba Legends Casino, 1966 North Rainbow Boulevard, Steven Spickler, Mgr, 100% - Ward 5 (Barlow)

18. Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Apollo Market, 1600 North Jones Boulevard - Ward 5 (Barlow)

19. Approval of a Change of Location for a Burglar Alarm Service License subject to the provisions of the planning and fire codes, Crime Busters of Nevada, Inc., dba ASAP Security, From: 4780 West Harmon Avenue, Suite 4, To: 3170 Polaris Avenue, Suite 4, Jessica Perdichizzi, 50% and John Perdichizzi, 50% - Ward 1 (Tarkanian)

20. Approval of a new Burglar Alarm Service License, Kinsley Enterprises, LLC, dba Kinsley Enterprises, LLC, 2780 Our Road, Gary J. Miller, Mgr, 50% and Cynthia K. Miller, 50% - Pahrump

21. Approval of a Change of Location for an Astrology License and a Psychic Arts and Science License, Kerry Fezza, dba Kerry Fezza, From: 6848 West Charleston Boulevard, To: 7524 Tumbling Street, Kerry Fezza, 100% - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

22. Approval of award of Modification No. 1 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($2,675,225 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

23. Approval of award of Agreement No. 090113-DC, Construction Management Agreement for Rampart Trail Phase I, Rampart Trail Phase II, and Angel Park Trailhead located along Rampart Boulevard from Westcliff Drive to Summerlin Parkway - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($431,762 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Steinman)

24. Approval of award of Contract No. 090107, Prime Design Services Agreement for MLK/Industrial Connector Alternatives Study located along Charleston Boulevard from I-15 to Grand Central Parkway, Bonneville between Martin Luther King Drive and Grand Central Parkway and the proposed South Grand Central Parkway Connector from Discovery Drive to Main Street connector - Department of Public Works - Award recommended to: C A GROUP, INC. ($112,640 - Road and Flood Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

25. Approval of award of Contract No. 090086, Security and Operations Support Services located at the Neonopolis Parking Garage, 450 East Fremont Street - Department of Field Operations - Award recommended to: FREMONT STREET EXPERIENCE PARKING CORPORATION ($220,774 - Municipal Parking Enterprise Fund) - Ward 5 (Barlow)

26. Approval of award of Contract No. 090109, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, INC. ($599,138 - Road and Flood Capital Projects Fund) - All Wards

LEISURE SERVICES - CONSENT

27. Approval of the annual Nevada Law Foundation (NLF) Expanding Legal Services to the Disadvantaged grant monies for the Senior Citizens Law Project (SCLP) to provide legal services to senior citizens 60 years of age and older throughout Clark County ($75,000 Special Revenue Fund-No Match Required) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

28. Approval of an allocation of $5,980,000 in HOME/Low Income Housing Trust Funds (LIHTF) to Nevada H.A.N.D., Inc. for Westcliff Pines Senior Apartments, 8203 and 8238 Silver Sky Drive; Community Development Programs Center of Nevada for Monroe and H Apartments, 1320 H Street and Monroe and I Apartments, 908 West Monroe Avenue; and Habitat for Humanity for Vegas Heights Redevelopment, 1317 Hart Avenue, 916, 940 and 988 Miller Avenue, 1412 Lawry Avenue, 1445 and 1448 Balzar Avenue - Wards 2 and 5 (Wolfson and Barlow)

29. Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance located at 621 North Bruce Street. PROPERTY OWNER: Edna Scott - Ward 5 (Barlow)

30. Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance located at 1127 Barnard Drive. PROPERTY OWNER: Krayton Stephens - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

31. Approval of Second Supplemental Interlocal Contract LAS09W08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reduce funding for the construction of the Oakey Drain, Birch Street to Cahlan Drive ($7,667,420 - CCRFCD) - Ward 1 (Tarkanian)

32. Approval of an Interlocal Agreement with the Las Vegas Valley Water District (LVVWD) for reimbursement through the Southern Nevada Public Lands Management Act (SNPLMA) for the Las Vegas Springs Preserve Phase II, Trails and Historic Railroad Cottages project located at the intersection of Meadows Lane and Valley View Boulevard ($12,100,000 - SNPLMA funds) - Ward 1 (Tarkanian)

33. Approval of the Cedar Trail Maintenance grant application submitted November 24, 2008 to the Nevada Division of State Parks for funding from the Federal Highway Administration Recreational Trails Program in the amount of $58,000 for the Cedar Trail project located along the Cedar Drainage facility between Pecos Road and the Las Vegas Wash Trail - Ward 3 (Reese)

34. Approval of Ninth Supplemental Interlocal Contract 435i between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada to extend the project completion date for the construction of roadway improvements for Martin L. King Boulevard, Palomino Lane to Carey Avenue - Ward 5 (Barlow)

35. Approval of Fourth Supplemental Interlocal Contract 516d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date and approve a revised authorization to proceed with construction of roadway improvements for the Jones Boulevard, Elkhorn Road to Horse Drive project ($7,325,000 - RTC) - Ward 6 (Ross)

36. Approval of Third Supplemental Interlocal Contract 439c between the City of Las Vegas and the Region Transportation Commission of Southern Nevada (RTC) to extend the date of completion and approve a revised authorization to proceed for construction of the US-95/Horse Drive Interchange, Teepee Lane to Brent Lane - Ward 6 (Ross)

37. Approval of Second Supplemental Interlocal Contract 535b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project, extend the date of completion and approve a revised authorization to proceed with roadway improvements for Martin L. King Boulevard/Industrial Road, Wyoming Avenue to Palomino Lane ($2,000,000 - RTC) - Ward 5 (Barlow)

38. Approval of Third Supplemental Interlocal Contract No. 475c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Question 10 funded project - Martin L. King Boulevard, Palomino Lane to Carey Avenue - Ward 5 (Barlow)

39. Approval of an easement from the City of Las Vegas to the Las Vegas Valley Water District for portions of the Southwest Quarter of the Southeast Quarter of Section 31, Township 20 South, Range 61 East, Mount Diablo Meridian, with regard to the Oakey-Meadows Storm Drain project, APN 139-31-801-016 - Ward 1 (Tarkanian)

40. Approval of a Cooperative Agreement between the City of Las Vegas and the Nevada Department of Transportation for the construction of a median island on Valley View Boulevard north of Sahara Avenue ($4,750 - Non-Signal Intersection Improvements Fund) - Ward 1 (Tarkanian)

RESOLUTIONS - CONSENT

41. R-4-2009 - Approval of a Resolution repealing Resolution R-70-2008 and calling for a public hearing on the authorization of a lease-purchase agreement to finance the acquisition, improvement and equipment of a new City Hall project in an amount not to exceed $267,000,000 - Ward 3 (Reese)

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

42. ABEYANCE ITEM - Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 1006 East Oakey Blvd. PROPERTY OWNER: GREGORY J. LOGAN - Ward 3 (Reese)

ADMINISTRATIVE - DISCUSSION

43. Discussion and possible action regarding the employment agreement with Elizabeth N. Fretwell as City Manager ($180,000 + benefits - General Fund)

BUSINESS DEVELOPMENT - DISCUSSION

44. Discussion and possible action regarding a Consent To Assignment and Assumption of Disposition and Development Agreement for the Second Amendment To Disposition and Development Agreement by and between Alpha Omega Strategies, Inc., a Nevada corporation, and Alpha Omega Strategies, LLC, a Nevada limited liability company for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 5 and 6 and Council Item 45]

45. Discussion and possible action regarding the Third Amended and Restated Disposition and Development Agreement among the City of Las Vegas (City), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a public body, and Alpha Omega Strategies, LLC, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 5 and 6 and Council Item 44]

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

46. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2008

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

47. Discussion and possible action regarding Temporary Approval a Change of Business Name and a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: BD West Coast Products, LLC, dba Arco AM/PM Mini Market 5060, W. Fillmore Wood Jr., Mmbr, VP, Robert R. Motley, Mmbr, VP, and Robert A. Shepard, Mmbr, VP, To: Kamar Brothers Decatur LV, LLC, dba Kamar's Decatur, 1625 South Decatur Boulevard, Cristy L. Kamar, Managing Mmbr, 100% jointly with spouse and Wagih W. Kamar, Managing Mmbr, 100% jointly with spouse - Ward 1 (Tarkanian)

48. Discussion and possible action regarding Temporary Approval of a Massage Establishment License, Massage Pro, Inc., dba Massage Pro, 5300 West Sahara Avenue, Suite 101, Mark Fisher, Pres, 100% - Ward 1 (Tarkanian)

49. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Wedding Chapel License subject to the provisions of the fire codes, All Seasons Wedding Chapel, LLC, dba All Seasons Wedding Chapel, 1040 East Sahara Avenue, Suite 104, Michael S. Grill, Mmbr, 100% - Ward 3 (Reese)

50. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes, Deepa Enterprises LLC, dba Bollywood Grill, 6840 West Sahara Avenue, Sujatha Mocherla, Managing Mmbr, 100% - Ward 1 (Tarkanian)

51. Discussion and possible action regarding an Appeal of a Work Card Denial for Laura Jones, Smith's Food & Drug Center 370, 3160 North Rainbow Boulevard - Ward 5 (Barlow)

52. Discussion and possible action regarding an Appeal of a Work Card Denial for Kevin Landino, Marche Bacchus, 2620 Regatta Drive, Suite 106 - Ward 4 (Steinman)

53. Discussion and possible action regarding an Appeal of a Work Card Denial for Edward Lyftogt, 7 Eleven Food Store #13702, 1101 East Bonanza Road - Ward 5 (Barlow)

54. Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License, Jennifer Le, dba Jen's Salon de Beaute, 9090 Alta Drive, Jennifer K. Le, Owner 100% - Ward 2 (Wolfson)

LEISURE SERVICES - DISCUSSION

55. Discussion and possible action to name the park site located at Sandhill Road and Owens Avenue - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

56. Discussion and possible action to enter into an Interlocal Agreement between Clark County and the City of Las Vegas to utilize development services by one public agency for a development project spanning both jurisdictions at the northeast corner of Alexander Road and Vegas Vista Trail (APNs 137-01-501-001, 137-01-701-005, 137-01-801-009 and 010) - Ward 4 (Steinman)

BOARDS & COMMISSIONS - DISCUSSION

57. ABEYANCE ITEM - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – William McCurdy, Term Expires 1-4-2009

58. PARK & RECREATION ADVISORY COMMISSION – Adroushan (Andy) Armenian, Term Expiration 2-5-2009; William McCurdy, Term Expiration 2-20-2009

59. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

60. Bill No. 2008-58 – Annexation No. ANX-30397 – Property location: On the southeast corner of Florine Avenue and Tomsik Street; Petitioned by: Daniel Shannon; Acreage: 1.42 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

61. Bill No. 2008-59 – Updates remedies and procedures pertaining to enforcement of the City's rights in drainage easements. Sponsored by: Councilman Steven D. Ross

62. Bill No. 2008-61 – Establishes electric utility service, rather than water service, as the basis for requiring a property to subscribe to mandatory solid waste collection service. Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

63. Bill No. 2009-1 – Revises the composition of the Records Management Committee, and adopts the most recent version of the minimum records retention schedules for local governments in Nevada. Proposed by: Beverly K. Bridges, City Clerk

64. Bill No. 2009-2 – Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of personal computers, laptop computers, and other similar computer devices on a non-consignment basis. Sponsored by: Councilman Steven D. Ross

65. Bill No. 2009-3 – Amends the Downtown Centennial Plan to update the list of uses permitted within the district known as "18b The Las Vegas Arts District." Sponsored by: Councilman Gary Reese

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

66. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

67. RQR-32084 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: NICHOLAS J. NOWICKI, LTD. - OWNER: VALLEY HEALTH SYSTEM, LLC - Request for a Required Review of an approved Site Development Plan Review (SDR-3054) FOR A PROPOSED TEMPORARY PARKING LOT AND FOR A WAIVER OF INTERNAL PARKING LOT STANDARDS on 2.42 acres at the northwest corner of Tonopah Drive and Valerie Street (APNs 139-33-302-026 through 032), PD (Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

68. SDR-31744 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: LIED ANIMAL SHELTER - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR AN EXISTING 1,400 SQUARE-FOOT VETERINARY SCHOOL, AN EXISTING 1,900 SQUARE-FOOT OFFICE, AN EXISTING 4,116 SQUARE-FOOT CAT FACILITY AND A PROPOSED 2,800 SQUARE-FOOT SPAY/NEUTER CLINIC on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

69. SUP-28810 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF SALE ESTABLISHMENT WITHIN AN EXISTING GENERAL RETAIL ESTABLISHMENT (CONVENIENCE STORE) at 2981 East Charleston Boulevard (APN 139-36-415-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (4-0 vote) recommends DENIAL. Staff recommends APPROVAL

70. SUP-29529 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN - Request for a Special Use Permit FOR A PROPOSED 40-FOOT HIGH 10.5-FOOT BY 36-FOOT OFF-PREMISE SIGN (DIGITAL BILLBOARD) at 591 North Eastern Avenue (APN 139-35-501-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

71. RQR-30402 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GEORGE LOPEZ - Request for a Required One Year Review of AN EXISTING BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at 2222 West Bonanza Road (APN 139-29-704-026), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL

72. MSH-29429 - ABEYANCE ITEM - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Master Plan of Streets and Highways TO WIDEN LAS VEGAS BOULEVARD BETWEEN 4TH STREET AND SAHARA AVENUE FROM A 100-FOOT RIGHT-OF-WAY TO A 120-FOOT RIGHT-OF-WAY, Ward 3 (Reese). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

73. MSH-29859 - ABEYANCE ITEM - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to Amend the Master Plan of Streets and Highways FOR A PROPOSED 82-FOOT WIDE COLLECTOR TO SERVE AS AN EAST AND WEST CONNECTION BETWEEN VETERAN'S MEMORIAL PARKWAY AND MARYLAND PARKWAY NORTH OF HARRIS AVENUE AND ADD VETERAN'S MEMORIAL DRIVE AS AN 80-FOOT COLLECTOR BETWEEN BONANZA ROAD AND THE PROPOSED NEW COLLECTOR STREET, Ward 5 (Barlow). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

74. ZON-31439 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: USA - Request for a Rezoning FROM: U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] AND U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) ZONE TO: C-V (CIVIC) AND PD (PLANNED DEVELOPMENT) on 257.12 acres at the northeast corner of Alexander Road and Vegas Vista Trail (APNs 137-01-501-001, 137-01-701-005, 137-01-801-009 and 010), Ward 4 (Steinman). The Planning Commission (6-0 vote) and staff recommend APPROVAL

75. ZON-31477 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERALPLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.51 acres at 2047 North Decatur Boulevard (APN 138-24-611-060), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

76. SUP-31478 - SPECIAL USE PERMIT RELATED TO ZON-31477 - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED 2,944 SQUARE-FOOT CONVENIENCE STORE at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard (APNs 138-24-611-060, 061, and 062), C-1 (Limited Commercial) Zone and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

77. SDR-31479 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-31477 AND SUP-31478 - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Site Development Plan Review FOR A PROPOSED 12,422 SQUARE-FOOT SINGLE-STORY RETAIL DEVELOPMENT WITH WAIVERS OF THE BUILDING PLACEMENT AND ORIENTATION STANDARDS AND TO ALLOW A PORTION OF THE WEST PERIMETER LANDSCAPE BUFFER TO BE EIGHT FEET WHERE 15 FEET IS REQUIRED on 1.54 acres at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard (APNs 138-24-611-060, 061, and 062), C-1 (Limited Commercial) Zone and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

78. VAR-29664 - VARIANCE - PUBLIC HEARING - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC - Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW A PROPOSED 60-FOOT TALL FREESTANDING SIGN WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED; TO ALLOW SIX PROPOSED FREESTANDING SIGNS WHERE THREE IS THE MAXIMUM ALLOWED; TO ALLOW A DISTANCE SEPARATION OF LESS THAN 100 FEET BETWEEN FREESTANDING SIGN TO FREESTANDING SIGN AND FREESTANDING SIGN TO MONUMENT SIGN WHERE 100 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED MONUMENT SIGN on 1.33 acres at the northeast corner of Las Vegas Boulevard and Wilson Avenue (APNs 139-27-812-009, 010 and 016), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend DENIAL

79. VAR-32024 - VARIANCE RELATED TO VAR-29664 - PUBLIC HEARING - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC - Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW ZERO PERCENT EXPOSED NEON AND OR ANIMATION WHERE SEVENTY-FIVE PERCENT IS REQUIRED FOR A PROPOSED MONUMENT SIGN AND FIVE PROPOSED FREESTANDING SIGNS on 1.33 acres at the northeast corner of Las Vegas Boulevard and Wilson Avenue (APNs 139-27-812-009, 010 and 016), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend DENIAL

80. VAR-31691 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MICHELLE SHAPPIE - Request for a Variance TO ALLOW FOR A SEVEN-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED ROOM ADDITION AND PATIO COVER on 0.45 acres at 4998 Sandra Road (APN 140-29-612-016), R-E (Residence Estates) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

81. RQR-31387 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC - Request for a Required Review of an approved Special Use Permit (U-0103-95) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN (BILLBOARD) at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

82. SUP-31739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 13-FOOT EXTENSION TO AN EXISTING 45-FOOT WIRELESS COMMUNICATION FACILITY, NON-STEALTH DESIGN at 2120 Paradise Road (APN 162-03-411-006), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend DENIAL

83. SUP-31747 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PEOPLES LOAN CENTER CORPORATION - OWNER: OBA NORIKO TAKADA TRUST - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW 1050 SQUARE FEET OF FLOOR AREA WHERE 1500 IS REQUIRED AND A ZERO FOOT DISTANCE SEPARATION TO ANOTHER FINANCIAL INSTITUTION, SPECIFIED WHERE 1000 FEET IS REQUIRED at 5310 West Sahara Avenue, Suite A (APN 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

84. SDR-31641 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: JUAN ELIAS - Request for a Site Development Plan Review FOR A 1,498 SQUARE-FOOT OFFICE BUILDING CONVERSION WITH WAIVERS TO ALLOW A ONE-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED AND TO ALLOW A FIVE-FOOT LANDSCAPE BUFFER ALONG THE SOUTH AND WEST PERIMETERS WHERE 15 FEET IS REQUIRED on 0.15 acres at 2301 East Bonanza Road (APN 139-26-811-094), N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

85. SDR-31749 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: LIVEWORK, LLC; FC VEGAS 20, LLC; AND FC VEGAS 39, LLC - Request for a Site Development Plan Review FOR A 303,085 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS, BUILD-TO LINE REQUIREMENTS, AND AERIAL ENCROACHMENT LIMITATION on 4.2 acres at the northwest corner of South 1st Street and Clark Avenue (APNs 139-34-210-007 through 013, and 139-34-210-019 through 023), C-2 (General Commercial) Zone and C-M (Commercial/Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

86. ROC-32634 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SEAN BAKER, BAKER CONSTRUCTION - OWNER: API NEVADA PROPERTIES - Request for a Review of Condition to remove Condition Number 6 of an approved Site Development Plan Review (SDR-24986), WHICH STATED REFLECTIVE GLAZING AT THE PEDESTRIAN LEVEL IS PROHIBITED. GLAZING ABOVE THE PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTANCE RATING OF 22% (AS DEFINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY); AND TO REVISE THE APPROVED EXTERIOR MATERIAL OF THE BUILDING on 0.48 acres at 233 South 4th Street (APN 139-34-601-004), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

SET DATE

87. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

COUNCIL MEMBER RECOGNITION

88. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

CITIZENS PARTICIPATION

89. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

****

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
INVOCATION – REVEREND MARY BREDLAU, COMPASSIONCARE HOSPICE

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHINESE NEW YEAR

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CITY MANAGER DOUG SELBY FOR DISTINGUISHED SERVICE

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of December 17, 2008

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of the Community Charter For Union Park, the master planned mixed-use community located at 100 South Grand Central Parkway (APNs 139-34-110-006, 002 and 005) - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Union Park is a master planned community. The intent of City Parkway V, Inc., has been to turn the operations and maintenance of the project over to an association once the association becomes the majority land owner. The Community Charter For Union Park creates the Master Association, a nonprofit corporation organized pursuant to the provisions of Title 7, Chapter 82, Nevada Revised Statutes. Membership in the association is granted via parcel ownership and is entitled to vote. As the majority land owner in Union Park, City Parkway V, Inc., will control the Union Park Master Association until sufficient land sales warrant otherwise.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Community Charter For Union Park

COMMUNITY CHARTER

FOR

UNION PARK

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COMMUNITY CHARTER
FOR
UNION PARK

PREAMBLE

"**Union Park**" is a mixed-use planned community located in the City of Las Vegas ("**City**"), Clark County ("**County**"), Nevada. This Community Charter for Union Park ("**Charter**") establishes a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, and maintenance of Union Park. [**Union Park Founder**], a _____, is the development manager of Union Park and along with its successors and assigns is referred to as the "**Founder**."

The plan for development of Union Park is described in that certain **[reference approved site plan for Union Park]** approved by the City, as may be supplemented and amended from time to time (the "**Master Plan**"). The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, and parking uses. This Charter is intended to establish a process for achieving the goals set out in the Master Plan and establishes relationships and obligations between and among owners, uses, and the various parcels within Union Park.

The Union Park Master Association, Inc. (the "**Association**"), a Nevada nonprofit corporation, shall own, operate, and/or maintain various common areas and community improvements within Union Park and is empowered to administer and enforce this Charter and the other Governing Documents referenced in this Charter. All owners of parcels which are made subject to this Charter shall be members of the Association.

The Master Plan encompasses all of the property described in the site plan contained in Exhibit "A" to this Charter. All of the property shown on Exhibit "A" of the Master Plan is subject to this Charter except for Parcel A-1 (Lou Ruvo Brain Institute) which shall not be subject to this Charter and which is excluded from the legal description of the initial property contained in Exhibit "A". In addition, property may be submitted to this Charter that is not shown on the Master Plan and as permitted herein.

DECLARATION OF COVENANT

The Founder, City Parkway V, Inc., a Nevada non-profit corporation, City Parkway IVA, Inc., a Nevada non-profit corporation and Office District Parkway I, Inc., a Nevada non-profit corporation,(City Parkway V, Inc., a Nevada non-profit corporation, City Parkway IVA, Inc., a Nevada non-profit corporation and Office District Parkway I, Inc., a Nevada non-profit corporation are collectively referred to herein as the "**Project Owner**")by collectively executing and recording this Charter, declare that the property described in Exhibit "A" and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute "**Union Park**" or the "**Community**," as referred to in this Charter. This Charter shall run with the title to all such property, shall govern the development and use of such property, and shall be binding upon the Project Owner; the Founder; the owners of any portion of such property; any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property; and their respective heirs, successors, successors-in-title, and assigns. This Charter shall also be binding upon the Union Park Master Association, Inc., its successors and assigns.

Union Park is a "planned community" as defined in the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et seq*. (as may be amended from time to time, the "**Act**") and is subject to the provisions of the Act in addition to the provisions of this Charter. The Association is a "master association" as defined in the Act.

Union Park is a private planned community and not intended for general public use or as a public forum. This Charter and the other Governing Documents do not create any rights for public use in Union Park in the Parcels, Common Areas, the Park or any other areas not expressly publicly dedicated, including, without limitation, plazas, sidewalks, parks, landscaping areas, and promenades. All Parcels, Common Areas, and other areas not expressly dedicated for public use are for the exclusive use of residents and users of Union Park.

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1
Governing Documents

Union Park shall be guided and governed by certain governing documents, which bind the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

1.1. Scope and Applicability

Union Park is administered through various documents that have a legal and binding effect on all owners and occupants of property that is subject to this Charter, as well as on anyone else that now or in the future has an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include the documents described in Table 1.1, each as may be amended. All Parcel Owners (as defined in

GOVERNING DOCUMENTS	
Charter: (recorded)	this Charter for Union Park, which creates obligations that are binding upon the Association and all present and future owners of property in Union Park
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit a portion of the Additional Property (as defined in Section 2.1) to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate service areas as described in Chapter 3, create exceptions to this Charter, or any of the foregoing
Articles of Incorporation: (filed with the Nevada Secretary of State)	the Articles of Incorporation of the Union Park Master Association, Inc., which establishes the Association as a not-for-profit corporation under Nevada law, as amended and/or restated from time to time.
By-Laws: (attached and recorded with this Charter as Exhibit "E")	the By-Laws of the Union Park Master Association, Inc., adopted by its Board of Directors, which govern the Association's internal affairs, such as voting, elections, meetings, etc., as amended or restated from time to time. A copy of the By-Laws is attached as Exhibit "E."
Design Standards: (Adopted by City Ordinance)	The Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.
Rules: (initial set attached and recorded within this Charter as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within Union Park
Board Resolutions: (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns, maintains, or controls

Table 1.1 Governing Documents

Section 2.4), as well as their tenants and invitees, are required to comply with the Governing Documents.

1.2. Additional Covenants

The owner of any property within Union Park may impose additional covenants on its property with the Founder's approval as required pursuant to Section 19.7 which approval shall not be unreasonably withheld. In such case, as between this Charter and any such additional covenants, the more restrictive provisions control. If given such authority in the instrument setting forth such covenants, the Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

1.3. Conflicts

If there are conflicts between any of the Governing Documents and Nevada law, Nevada law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use italicized summaries at the beginning of each Chapter. In addition, diagrams and tables are used to illustrate concepts and assist the reader. **If there is a conflict between any italicized summary, diagram, or table and the text of the Governing Documents, the text shall control.**

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4. Definitions

The defined terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms follows the Table of Contents. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall mean an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to "**recordation**" or the "**recording**" of a legal instrument, shall mean an instrument filed or the filing of a legal instrument in the official land records of the County or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

Community-Wide Standard. Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the higher of: (a) the standard of use and operations, conduct, maintenance, and appearance generally prevailing in the Community, or (b) the minimum standards described in this Charter, Design Standards, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as Union Park matures.

Maintenance. All references in this Charter to "**maintenance**" shall refer to maintenance, repair, and, except as otherwise specifically conditioned in this Charter, replacement.

Notice. All references in this Charter to "**notice**" or "**notify**" or any derivative of such terms shall be deemed to refer to written notice by personal delivery, United States mail, private carrier, or, with written confirmation of transmission, by facsimile or electronic mail.

Notices shall be deemed to have been duly given and effective:

(a) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(b) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(c) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

Chapter 2
Community Administration

The Project Owner, Founder, the Association, and the Parcel Owners all have a role in the functioning of Union Park and in helping to fulfill the vision and goals for the Community. This chapter identifies those parties and describes their roles in administering Union Park.

2.1. The Founder

The Founder, is the development manager of Union Park. The Governing Documents set forth the founding principles that will guide the development and operation of the Community.

Various rights are reserved to the Founder in the Governing Documents with respect to development and administration of Union Park, including the right to submit additional property to this Charter, to appoint a majority of the members of the Association's board of directors ("**Board**"), and those rights set forth in Chapters 18 and 19 (collectively, "**Founder Rights**"). The Founder may exercise such rights during the "**Development and Sale Period"**. Unless the Governing Documents provide otherwise, the Founder's Rights shall terminate at the end of the Development and Sale Period.

The Development and Sale Period is the period of time during which the Project Owner owns real property in Union Park for development and sale or has an unexpired option to expand the Community pursuant to Chapter 18. Notwithstanding the above, the Founder, in a recorded instrument, may terminate any or all of the Founder Rights prior to the termination of the Development and Sale Period.

During the "**Founder Control Period**," the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(a) sixty (60) days after the conveyance of seventy- five percent (75%) of the maximum number of Parcels that may be created as a part of Union Park (as identified in Section 3.1) to Persons other than the Project Owner or Parcel Developers holding title for purposes of construction and resale;

(b) five (5) years after all "declarants" (as defined in the Act), including the Project Owner, the Founder, and Parcel Developers have ceased to offer Parcels or undivided Sub-Units (as defined in Section 3.1) for sale in the ordinary course of business;

(c) five (5) years after any right to add new Parcels to this Charter was last exercised; or

(d) when the Founder declares in a recorded instrument.

For purposes of determining when the Founder Control Period terminates, a Parcel for which a Parcel Association (as defined in Section 2.4) is created shall be deemed conveyed at such time as the board of directors for such Parcel Association is elected by the owners of individual condominium units within such Parcel, as opposed to the Parcel Developer (as defined in Section 2.5).

The Founder's rights and status under the Governing Documents may be assigned to any person who takes title to any portion of Union Park or any property described on Exhibit "B" attached hereto (the "**Additional Property**"). Such assignment shall be made only in a recorded instrument signed by the Founder, the Project Owner, and the assignee.

2.2. The Association

The Association is the entity primarily responsible for managing and administering Union Park in accordance with the Governing Documents. The Association may exercise all rights and powers which the Governing Documents and Nevada law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

2.3. The Board

On most matters, the Association acts through the Board and the Board may exercise the Association's rights and powers without a vote of the membership. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of Association members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards of conduct set forth in the By-Laws.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

2.4. The Parcel Owners

Each Person that holds record title to a Parcel is referred to in the Governing Documents as a "**Parcel Owner**." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered a "Parcel Owner." If a Parcel has more than one (1) Parcel Owner, each co-Owner is jointly and severally obligated to perform the responsibilities of the Parcel Owner under the Governing Documents.

Every Parcel Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in this Charter.

One (1) or more Parcels within Union Park may include Sub-Units (defined in Section 3.1) for which a separate condominium or other owners association must be formed to administer additional covenants applicable to that particular development. Any such condominium or other owners association is referred to in this Charter as a "**Parcel Association**;" provided, in the case of a Parcel which is governed by a master condominium or other owners association containing one or more subordinate sub-associations, the master condominium or owners association for the Parcel, and not the sub-association(s), shall be the Parcel Association with respect to such Parcel.

If a Parcel Association is formed for any Parcel, unless otherwise provided in the Governing Documents, the Parcel Association shall act on behalf of the owners of Sub-Units ("**Sub-Unit Owners**") within the Parcel, shall be deemed the Parcel Owner for such Parcel for all purposes under this Charter, and shall be the member of the Association with respect to such Parcel. Sub-Unit Owners shall *not* be Parcel Owners under this Charter and are *not* members of the Association.

2.5. Parcel Developers

Much of the responsibility and credit for helping to create Union Park rests with the "**Parcel Developers**" -- those Persons who purchase Parcels for development and/or resale in the ordinary course of their business. The Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to all or any of the Parcel Developers, provided, however, that (i) the Project Owner must approve any such extension and (ii) all Parcel Owners are provided with notice of such extension at least thirty (30) days prior to the effective date of such extension.

2.6. Mortgagees

If a Parcel is made subject to a mortgage or other form of security instrument affecting title to a Parcel ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 17.

Chapter 3
Community Structure and Organization

Union Park consists of Parcels intended for operation and control by individual Parcel Owners, as well as property that the Association operates and controls and that is intended for common use by all Parcel Owners. Parcels may be assigned to Service Areas to permit the Association to provide special services and benefits to particular Parcels within the Community.

3.1. Property Designations Within the Community

Parcels. A "**Parcel**" is a portion of Union Park, whether improved or unimproved, which may be independently owned and conveyed and is intended for development, use, and occupancy in a manner consistent with the Master Plan, but excluding property dedicated to governmental bodies. With respect to any portion of Union Park that is governed by a Parcel Association, the term Parcel shall refer collectively to all Sub-Units and any common area or common elements subject to such Parcel Association and not to individual condominium or other independently conveyable units ("**Sub-Units**")within the Parcel. The term Parcel shall refer to the land or air space that is part of the Parcel as well as any improvements thereon.

Up to seventeen (17) Parcels and up to ten thousand (10,000) Sub-Units (collectively, "**Maximum Parcels**") may be created within Union Park; provided, there shall be no obligation to create or otherwise develop such maximum number of Parcels.

The vertical boundaries of each Parcel shall be the planes formed by the boundaries shown on a recorded Plat or as may otherwise be described in a declaration of condominium or other covenants with respect to such Parcel. The Parcels shall have no horizontal boundaries unless otherwise specified in a recorded declaration of condominium or other covenants relating to such Parcel.

Each Parcel shall be identified by a unique number and/or letter on the recorded Plat depicting such Parcel.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Parcel is referred to as "**Common Area**." The Common Area also includes any property that the Association holds under a lease, license, and/or easement in favor of or held by the Association.

Limited Common Area. Any portion of the Common Area may be designated as "**Limited Common Area**" and assigned for the exclusive use or primary benefit of less than all Parcels or Parcels in specified portions of the Community. Limited Common Areas might include such things as entry features, parking facilities, and green space, among other things.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "**Area of Common Responsibility**," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include portions of Parcels and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 11.

3.2. Service Areas

Parcels may also be part of one (1) or more "**Service Areas**" in which particular Parcels

share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Parcels within the Community. For example, and without limitation, the Association may provide maintenance services to similarly situated Parcels which are not provided to other Parcels. Any decision to provide such services shall be on a consistent and fair basis among the Parcels. A Parcel may be assigned to more than one (1) Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Parcels that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Parcels to a particular Service Area in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend a Supplement to change Service Area boundaries, subject to (a) existing service contracts between the Association and service vendors and (b) written approval (which approval shall not be unreasonably withheld) of all Parcel Owners actually affected by the change in Service Areas.

In addition, the Board may, by resolution, designate Service Areas and assign Parcels to them upon approval of the Parcel Owners affected by the proposed designation pursuant to Section 12.2. Any such Service Area designated by the Board shall be documented in a Supplement pursuant to Section 12.2.

The Owners of Parcels within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of such Parcel Owners with respect to the services and benefits that the Association provides to the Service Area; provided, for so long as the Founder, any Founder Affiliate, or the Project Owner is the Owner of a Parcel within a Service Area, the Founder may appoint the members of the Service Area Committee.

Chapter 4
Association Membership and Voting Rights

The Association is the entity through which each Parcel Owner participates in the governance and administration of Union Park. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Parcel Owners allow the Parcel Owners to participate in administration of the Community and influence major decisions.

4.1. Membership

The Association initially has two (2) classes of membership: the Owner Membership, which is comprised of all Parcel Owners, and the Founder Membership, which consists solely of the Founder.

(a) ***Owner Membership***. Every Parcel Owner is automatically a "**Member**" of the Association.

There shall be only one (1) membership per Parcel. If more than one (1) Person is the Parcel Owner, all co-Parcel Owners shall share the privileges of such membership. The exercise of membership privileges is subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

If a Parcel Owner is a Parcel Association or other corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Parcel Owner designates from time to time in writing to the Association's Secretary.

Notwithstanding the above, all co-Parcel Owners of a Parcel are jointly and severally obligated to perform the responsibilities of a Member as it relates to their respective Parcel.

(b) ***Founder Membership***. The Founder holds the sole Founder Membership. The Founder Membership shall terminate upon termination of the Founder Control Period, or on such earlier date as the Founder or Project Owner determines and declares in a recorded instrument.

The Founder may, by Supplement, create additional classes of membership comprised of the Parcel Owners of Parcels within any portion of Union Park. The Founder shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement. No such additional class of membership may have any voting rights hereunder if such class of membership does not pay assessments hereunder. Notwithstanding the foregoing, the written approval (which approval shall not be unreasonably withheld) of a Parcel Owner shall be required for the creation of additional classes of membership if the creation of such additional classes of membership shall affect in any way the rights, privileges or obligations of such Parcel Owner.

4.2. Voting

Each Parcel shall be allocated the number of votes corresponding to the number of "**Equivalent Units**" assigned to the Parcel in accordance with the formula set forth in Exhibit "D," subject to any limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any Parcel exempt from assessment under Section 14.8. Further, during the period of the Founder Membership, the Founder's consent shall be required for actions of the Board, the membership, and committees, as specifically provided in the Governing Documents.

Parcel Owners may exercise voting rights as set forth in the By-Laws. If more than one (1)

Person comprises the Parcel Owner, the vote for such Parcel shall be exercised as the co-Parcel Owners holding a majority of the ownership interest in the Parcel determine among themselves. Any co-Parcel Owner may cast the vote for the Parcel and majority agreement shall be conclusively presumed unless another co-Parcel Owner of the Parcel protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Parcel's vote shall be suspended if two (2) or more co-Parcel Owners seek to exercise it independently and inconsistently. Sub-Unit Owners shall not be considered co-Parcel Owners under this Charter.

With respect to any Parcel for which a Parcel Association is created, in all instances the vote for such Parcel shall be exercised by the board of directors of such Parcel Association, as the Parcel Association's directors determine among themselves.

PART TWO: COMMUNITY STANDARDS

Chapter 5
Design Standards Compliance

All Parcel Owners are required to uphold minimum design, landscaping, and general appearance standards with respect to their Parcels as required by the Design Standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Parcels.

5.1. General

(a) ***Design Standard Ordinance***. All structures, improvements, landscaping, signage, and other items placed on any portion of a Parcel in a manner or location visible from outside of any structures (collectively, "**Improvements**") are subject to the standards and approval process set forth in the Design Standards. No independent review or approval by the Founder, Project Owner or Association of the design of any Improvements which have been approved pursuant to the Design Standards is required under the Governing Documents.

No approval is necessary to rebuild or restore damaged structures in a manner consistent with the plans and specifications most recently approved for such structures or to do work that does not cause material change to the exterior appearance of the structure. Generally, no approval is required for work done to the interior of any structure; however, interior modifications to a structure that materially change the exterior appearance of the structure do require prior approval.

Any Improvement on a Parcel shall be designed by and built in accordance with the plans and specifications of a licensed architect or engineer.

Review under this chapter is not a substitute for and shall apply in addition to any approvals or reviews required by the City or any other governmental agency or entity having jurisdiction over architectural or construction matters.

5.2. Design Review Compliance

(a) ***Compliance Review***. No construction of any Improvement subject to the Design Standards may begin on any Parcel until such improvements have been approved pursuant to the Design Standards and copies of all approvals have been provided to the Association. All Improvements subject to the Design Standards will be constructed and maintained in compliance of the Design Standards and the terms and conditions of all approvals issued pursuant to the Design Standards.

Copies of (a) all applications, correspondence, plans, designs, specifications and all other submittals made under the Design Standards, (b) all correspondence and approvals issued pursuant to the Design Standards and (c) the final plans and specifications for the construction of the Improvements shall be provided concurrently to the Founder during the Founder Control Period and thereafter to the Association.

Prior to the commencement of the construction of any Improvements subject to the Design Standards for which final approvals have been provided pursuant to the Design Standards, copies of all permits issued in connection with the construction of the Improvements shall be delivered to the Founder during the Founder Control Period, and thereafter the Association to determine compliance with such final approvals. No construction of Improvements may commence

until such time that the Founder or the Association has confirmed in writing compliance with such final approvals. The Founder or Association, as the case may be, shall notify the Parcel Owner within fifteen (15) days as to the compliance with such final approvals. In the event the Founder or the Association fails to respond in the required time, approval shall be deemed conclusively to be given.

The Founder or the Association, as the case may be, may designate one or more Persons to act on its behalf in reviewing and determining Design Standards compliance. (the "**Reviewer**").

The Reviewer may establish and charge reasonable fees for its review and determination of Design Standards compliance. Such fees may also include reasonable costs actually incurred in having professionals review any proposed Improvements plans and specifications. The respective Parcel Owner seeking approval shall pay all such fees.

5.3. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Union Park; they do not create any duty to any Person. The Founder, Association or the Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Parcel Owners.

The Project Owner, the Founder, Founder Affiliates, the Association, its officers, the Board, any committee, the Reviewer and member of any of the foregoing shall not be liable for and assume no responsibility for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder or for the accuracy or completion of construction in accordance with such plans; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Parcel; (e) review or approval pursuant to the Design Standards; or (e) any loss or damage relating to the economic viability of any business or enterprise operated on a Parcel. In all matters, the Association shall defend and indemnify the Founder, the Board, the Reviewer, and the members of each, as provided in the By-Laws.

5.4. Certificate of Compliance

Any Parcel Owner may request in writing that the Association issue a certificate of compliance certifying that there are no known violations of this Chapter 5. The Association shall either grant or deny such written request within thirty (30) days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against a Parcel Owner for any condition known to the Association on the date of such certificate.

If no violations of this Chapter 5 are known to the Association, then the Founder or the Association, as the case may be, shall issue the requested certificate of compliance. If the requested certificate of compliance is denied, the Founder or the Association, as the case may be, shall provide the Parcel Owner with a list of known noncompliance issues. If the Association fails to respond to a Parcel Owner's request for a certificate of compliance within the time period specified above, then the requested certificate of noncompliance shall be deemed issued to the requesting Parcel Owner.

5.5 Final Approved Floor Plans.

No later than thirty (30) days after completion of and issuance of a certificate of completion for any Improvements, the respective Parcel Owner shall deliver to the Association the final approved architectural floor plans and elevations for the Improvements, copies of all certificates of completion and occupancy issued in connection with the Improvements, any final condominium subdivision maps and any other reasonably requested material to assist the Founder during the Founder Control Period and thereafter the Association in determining the number of Equivalent Units to be assigned to the respective Parcel pursuant to Exhibit "D".

5.6 Temporary Signage

All signage in Union Park shall be required to comply with the Rules, including any signage guidelines adopted by the Association and implemented as a Rule.

Chapter 6
Maintenance, Repair, and Replacement

This chapter describes the Parcel Owners' responsibilities for maintenance and repair of their Parcels and for insuring their Parcels against property damage so that funds will be available for repair and restoration as needed.

6.1. Maintenance by Parcel Owners

Each Parcel Owner shall maintain its entire Parcel, including all structures, landscaping, and other Improvements comprising the Parcel, in a safe, clean, neat, and attractive manner, in good condition and repair, free of trash and debris, and consistent with the Governing Documents, the Design Standards and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Charter, any Supplement, or by law.

Each Parcel Owner acknowledges that certain areas contained within the Parcel boundaries (*e.g.*, sidewalks and perimeter landscaping) shall be Area of Common Responsibility (as defined in Chapter 11 below) over which the Association shall have primary control and maintenance responsibility under this Charter; provided, any wall, fence, or similar Improvement, and any tables, chairs, or displays of any kind, installed or placed by the Parcel Owner within that portion of the Parcel designated as Area of Common Responsibility shall be the maintenance responsibility of the Parcel Owner, unless otherwise designated by the Association. A Parcel Owner is precluded from altering, improving, or otherwise physically modifying any portion of the Area of Common Responsibility contained on its Parcel, including as described in this paragraph, except to the extent expressly permitted under this Charter and/or with approval under Chapter 5 and the Design Standards.

6.2. Maintenance by the Association

As further described in Section 11.2, the Association shall maintain the Area of Common Responsibility in a manner consistent with the Governing Documents and the Community-Wide Standard.

The Association shall also assume maintenance responsibility for all or part of any Parcel, upon designation of the Parcel or a part of the Parcel as a portion of the Area of Common Responsibility. In addition, upon the Board's determination that the level and quality of maintenance then being provided on a Parcel is not consistent with the Community-Wide Standard, and after notice and an opportunity to cure as provided in Section 8.2, the Association may perform maintenance on a Parcel and assess the costs of providing such maintenance against the Parcel Owner. The Association shall treat all similarly situated Parcels with reasonable uniformity.

6.3. Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Parcel Owners of adjacent Parcels irrespective of streets, or a Supplement shall be entered into by such Parcel Owners providing the following:

(a) Any portion of any Improvement built to serve and/or separate any two adjoining Parcels shall be considered a party structure. The Parcel Owners whose Parcels are served by the party structure jointly and severally shall share the responsibility for repair and maintenance of a party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, the Parcel Owner of any Parcel which is served by the structure may restore it at its expense.

(c) To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure.

The terms of any written agreement between Parcel Owners of adjacent Parcels, or the terms of any Supplement applicable to such Parcels, shall control over this section in the event of a conflict.

6.4. Responsibility for Repair and Reconstruction

(a) ***Scope of Maintenance Responsibility***. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair, replacement, and reconstruction as necessary to maintain the property to a level consistent with the Community-Wide Standard.

(b) ***Obligation to Repair and Reconstruct***. The development and uses of the various Parcels within Union Park are interdependent to a significant degree. As such, each Parcel Owner covenants and agrees that, within ninety (90) days after any damage to or destruction of an Improvement on a Parcel, the Parcel Owner shall commence repair or reconstruction in a manner consistent with the original plans and specifications for such Improvement and, thereafter, shall diligently pursue repair or construction of the structure to completion. If (i) insurance proceeds, estimates of the loss, or both are not available within such ninety (90) day period or (ii) any other matter beyond the reasonable control of the Parcel Owner occurs which prevents the commencement or repair within such ninety (90) day period, then the ninety (90) day period shall be extended for a reasonable period of time in order that such funds or information is available or such matter no longer prevents commencement of construction or repair. Upon written request of the Parcel Owner within sixty (60) days after such damage or destruction occurs, the Board may, in its discretion, extend the period within which construction must commence and/or permit reconstruction in accordance with alternative plans and specifications approved in accordance with Chapter 5. The Parcel Owner shall pay any costs that insurance proceeds do not cover.

(c) ***Enforcement Rights***. Subject to Section 6.4(b), in the event a Parcel Owner fails or refuses to repair or reconstruct an Improvement on its Parcel in accordance with this section, the Association, after notice and an opportunity to cure as provided in Section 8.2, shall be authorized to (i) enter the Parcel and demolish the damaged or destroyed structure or other Improvement; (ii) remove all debris associated with such demolition; and (iii) sod, pave, or otherwise landscape the area in a manner consistent with the Community-Wide Standard. The Association's costs incurred in connection with its actions under this sub-section shall be assessed against the Parcel and the Parcel Owner as a Specific Assessment under Section 14.4.

(d) ***Equivalent Units***. In the event of damage to or destruction of an Improvement on a Parcel, the Parcel shall continue to be assigned the number of Equivalent Units for assessment and voting purposes as were assigned to the Parcel immediately prior to such damage or destruction.

(e) ***Community-Wide Standard***. Notwithstanding the obligation to repair and reconstruct Improvements on a Parcel, the Parcel Owner shall be responsible at all times for maintaining the Parcel in a manner consistent with the Community-Wide Standard.

Chapter 7
Use and Conduct

This chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Parcels. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within Union Park to address changes over time.

7.1. Use, Occupancy, and Transfer of Interests in Parcels

(a) ***Leasing***. For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Parcel or any portion of a Parcel by any Person other than the Parcel Owner, for which the Parcel Owner receives any consideration or benefit.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Parcel are bound by, and obligated to comply with, the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

The Parcel Owner is responsible for providing the tenant copies of the Governing Documents.

(b) ***Transfer of Title***. Any Parcel Owner desiring to sell or otherwise transfer title to its Parcel shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require within ten (10) days of such transfer. In addition, a Parcel Association shall provide the Board such notice with respect to the transfer of title to a Sub-Unit. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Parcel Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(c) ***Subdivision and Combination of Parcels***. No Person other than the Project Owner shall subdivide (except in connection with the creation of Sub-Units) or change the boundary lines of any Parcel without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Parcel(s). In addition, the Founder's consent is required for any such action during the Development and Sale Period.

(d) ***Prohibited Uses***. In addition to uses that are restricted by zoning or the Master Plan, the following uses are prohibited within Union Park:

(i) trailer courts, mobile home parks, recreation vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;

(ii) junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicles sales operations or dealerships (with the exception of high end auto sales that are ancillary to the principal use of a Parcel and are operated completely within a building and do not involve any motor vehicle servicing or repair of any sort), motor vehicle dismantling operations, auto repair and auto painting operations, car washes (with the exception of hand car washing operations conducted within off-street parking garages solely for residents, office users or hotel guests within Union Park), and sanitary landfills;

(iii) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the prem-

ises from authorized uses in a clean and sanitary manner;

(iv) the following uses shall be permitted only if operated fully within buildings and are not visible from the street: consignment shops , pawn shops, thrift stores, fleas markets, salvage businesses, or discount stores whose merchandise consists primarily of used goods or merchandise, excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, (a) periodic Association sponsored or sanctioned events or activities on the Common Area (such as, without limitation, craft fairs, arts festivals, or farmers markets) shall be permitted, (b) wine consignment shops will be permitted within street level retail establishments and (c) sale of jewelry and precious gems on consignment will be permitted within street level retail establishments if done in connection with an overall retail or wholesale jewelry sale operation;

(v) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);

(vi) any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude the following which are permitted (a) tanning, massage, or other services offered by fully clothed, trained personnel as part of a hotel, a legitimate fitness, health, or tanning facility, a day spa operation that also offers beauty, body care, skin care, or similar services; (b) partially dressed male or female employees of a bar or nightclub otherwise permitted under this Charter and (c) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license;

(vii) "adult entertainment uses," which shall include, for the purposes of this Charter, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the following which are permitted (i) the sale or rental of movies, films, or videos for in-room viewing within a hotel or (ii) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license); or (B) sexually explicit games, toys, devices, or similar merchandise;

(viii) tattoo parlors, body piercing shops, and so-called "head shops" (*i.e.,* shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs);

(ix) motor and freight terminals mini-warehouses, and warehouse/distribution centers;

(x) except within the area of Union Park designated as a foreign trade zone and only in connection with jewelry and precious gems, any facility for the dying and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum (except as may be incidental to a use which is not prohibited);

(xi) dry cleaning plants; provided, facilities for drop-off or pick-up of items dry cleaned outside of Union Park are permitted;

(xii) engine and motor repair facilities (except in connection with any permitted automobile service station);

(xiii) heavy machinery sales and storage facilities;

(xiv) Money lending services except (i) as part of recognized banking institution, invest-

ment or brokerage institution or (ii) if operated fully within buildings and are not visible from the street; provided that the extension of credit by hotels or other permitted operations to their customers is not prohibited hereunder; and

(xv) any other use which would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Parcel Owners above the rates that would apply in the absence of such use, except such uses as are specifically authorized under the Master Plan.

The Governing Documents do not prohibit the planned uses of (i) the World Jewelry Center or (ii) Palmer City-Core Union Park Hotel, LLC, and such planned uses are in conformance with this Section 7.1. In no event shall the Founder have the authority to prohibit the planned uses of the World Jewelry Center or Palmer City-Core Union Park Hotel, LLC,; provided that such uses shall comply with and be subject to the Governing Documents, including the prohibition of the uses set forth in Section 7.1(d).

(e) ***Retail Uses Allocation***. It is the intent of the Master Plan that retail uses within Union Park be allocated among the various Parcels in order to attempt to achieve a mix of retail uses among the various Parcels and to attempt to allocate appropriate retail uses to the intended use of the Parcels.

Attached hereto as Exhibit "G" is a plan for the allocation of retail uses within the various Parcels (the "**Retail Uses Allocation Schedule**"). As shown in the Retail Uses Allocation Schedule, certain retail uses are prohibited within certain specified Parcels. As indicated on the Retail Uses Allocation Schedule, such specified prohibited uses are prohibited within the specific Parcels as specified on the Retail Uses Allocation Schedule.

The Founder during the Development and Sale Period and the Association thereafter shall have the authority to grant variances from the Retail Uses Allocation Schedule at their sole and unfettered discretion; provided, however, that the Founder or the Association shall under no circumstances be obligated to grant any variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter or the Design Standards; or (c) prevent a denial of any other request for a variance from the Retail Use Allocation Schedule (including requests for variances for uses for which a variance was previously granted). A variance requires the Founder's consent during the Founder Control Period and thereafter requires the Association's written consent.

7.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern Union Park. The initial Rules attached as Exhibit "C" are a part of that framework. The Board and the Parcel Owners are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) ***Board Authority***. Subject to the notice requirements in subsection (c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

(b) ***Membership Authority***. Subject to the notice requirements in subsection (c), the Parcel Owners representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted.

(c) ***Notice***. The Board shall send written notice to all Parcel Owners concerning any pro-

posed Rule change, along with a copy of such proposed rule change, at least five (5) business days prior to the meeting of the Board or the Parcel Owners at which such action is to be considered. At any such meeting, Parcel Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas and regulation of traffic and parking, notwithstanding that such policies may be published as part of the Rules.

(d) ***Effective Date***. A Rules change adopted under this section shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Parcel Owners. During the Development and Sale Period, the adoption or change of any Rule shall be subject to the Founder's approval.

(e) ***Conflicts***. No action taken under this section shall have the effect of modifying or repealing any provision of this Charter other than the Rules. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

7.3. Protection of Parcel Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) ***Similar Treatment***. Similarly situated Parcels shall be treated similarly; however, the Rules may vary by location, use, or other distinct characteristics of areas within Union Park.

(b) ***Activities Within Parcels***. No Rule shall interfere with any permitted use of a Parcel, except that the Association may prohibit activities which are inconsistent with the Master Plan, that create monetary costs for the Association or other Parcel Owners, that create a danger to anyone's health or safety, that create unsightly conditions visible from outside of a structure, or that are an unreasonable source of annoyance. In addition, Section 7.1 prohibits or restricts certain uses within a Parcel.

(c) ***Allocation of Burdens and Benefits***. No Rule shall alter the allocation of financial burdens among the various Parcels or rights to use the Common Area to the detriment of any Parcel Owner over that Parcel Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available (provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), from adopting generally applicable rules for use of Common Area(provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 14.

(d) ***Leasing and Transfer of Parcels***. No Rule shall prohibit leasing or transfer of any Parcel or require approval prior to leasing or transferring a Parcel.

(e) ***United States Flag***. No Rule shall prohibit or restrict any Person from display of the flag of the United States in a manner required to be permitted under the Act.

(f) ***Abridging Existing Rights***. No Rule shall unreasonably interfere with the permitted use or operation of a Parcel in full compliance with this Charter and the Rules in effect immediately prior to the enactment of such Rule. In addition, no Rule shall require that a Parcel Owner dispose of personal property kept in or on a Parcel in compliance with the Rules in effect at the

time such personal property was brought onto the Parcel.

(g) ***Reasonable Rights to Develop***. No Rule may unreasonably interfere with the Founder's or any Parcel Owner's ability to develop, market, and sell property described in the Master Plan.

(h) ***Interference with Easements***. No Rule may unreasonably interfere with the exercise of any easement.

(i) Non-public Nature of Areas of Common Responsibility. All Areas of Common Responsibility, including Common Area, the Park and the Perimeter Areas (including the sidewalks located in the Perimeter Areas) are (i) privately owned and (ii) intended for the sole use of the Parcel Owners, the Association and their tenants, guests and invitees. The Areas of Common Responsibility are not open to public use and are not public forums. The Association, and the Parcel Owners have the right to exclude and remove any persons not permitted to be on the Areas of Common Responsibility (provided that Parcel Owners shall have such right only in connection with their respective Parcels).

7.4. Parcel Owners' Acknowledgment and Notice to Purchasers

By accepting a deed or by assuming the role of a Parcel Association, as applicable, each Parcel Owner acknowledges and agrees that the use, enjoyment, and marketability of its Parcel is limited and affected by the Rules, which may change from time to time, subject to the limitations and protections provided in this chapter. All Parcel purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document.

A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

7.5. Construction Activities on Parcels

The development and construction of Improvements within any Parcel shall not unreasonably interfere with the use, operation, or enjoyment of other portions of Union Park. In addition, construction staging areas on the Parcels shall be adequately screened at all times. The Founder or the Board may impose more specific regulations governing development and construction activities, including, without limitation, the screening of construction staging areas and site management plans; provided, however that any such specific regulations shall not unreasonably interfere with any Parcel Owner's ability to construct improvements on its respective Parcel.

Chapter 8
Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Parcel Owners and operators within Union Park. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

8.1. Compliance

Parcel Owners must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Parcel Owner shall be jointly and severally responsible with the tenants of its Parcel for, and may be sanctioned for, any violation of the Governing Documents by such Persons, and for any damage to the Area of Common Responsibility that such Persons may cause.

8.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Parcel Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents. Such rights shall be enforced on a consistent basis.

(a) ***Sanctions Requiring Prior Notice and Hearing***. Except in the event of an emergency in which event no notice is required, after written notice to the violator and the Parcel Owner, if different, and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, consistent with those permitted under the Act, which shall constitute a lien upon the violator's Parcel.

In the event that any tenant, occupant, guest, or invitee of a Parcel violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator. The Parcel Owner shall remain jointly and severally obligated with such violation to pay the fine; provided that if the Parcel Owner is diligently and in good faith taking judicial action to evict such tenant, occupant, guest, or invitee who is violating the Governing Documents, then the Parcel Owner shall not be required to pay the fine during the time a judicial action is pending for eviction, provided further that if such judicial action is not successful in evicting or otherwise ceasing such violation, then the Parcel Owner shall be required to pay the fine;

(ii) suspend a Parcel Owner's right to vote (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iii) suspend services the Association provides to a Parcel (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iv) require a Parcel Owner, at the Parcel Owner's expense, to perform maintenance or to remove any structure or other Improvement on such Parcel Owner's Parcel in violation of the Governing Documents and to restore the Parcel to its previous condition. The Board's agent or representative may enter the property and exercise self-help to remove or cure a violating condition if a Parcel Owner fails to take action as required;

(v) exercise self-help or take action to abate any violation of the Governing Documents occurring on a Parcel in a non-emergency situa-

tion (including removing personal property that violates the Governing Documents);

(vi) levy Specific Assessments to cover costs incurred by the Association to bring a Parcel into compliance with the Governing Documents; and

(vii) record a notice of violation with respect to any Parcel on which a violation exists.

(b) ***Other Sanctions***. The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Parcel in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property;

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(iii) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) ***Founder's Right to Impose Sanctions***. In the event that the Association fails or refuses to take action or impose sanctions under this Article after notice from the Founder of a violation of the Governing Documents, the Founder, only during the Development and Sale Period, or the Project Owner shall have the right to levy monetary fines on behalf of the Association after notice and hearing in the same manner as the Association under Section 8.2(a). In addition, the Founder may exercise self-help or take action to abate a violation or bring suit at law or in equity in the same manner as the Association under Section 8.2(b).

8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) a technical violation is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other provision.

8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

PART THREE: ASSOCIATION OPERATIONS

Chapter 9
Promotion of Union Park

This chapter provides for the Association's right to participate in promoting Union Park.

9.1. Authority

The Association may establish and implement programs and activities designed to promote Union Park, including activities designed to project a positive image, and increase awareness and support of Union Park. The Association's promotional activities may include, but are not limited to, market research, public relations, and advertising services. It may engage in joint enterprises with other Persons or groups to accomplish its promotional goals. It also may provide various services which the Board deems appropriate, such as programs designed to create employment opportunities within Union Park.

Each of the Association's annual operating budget shall contain a maximum amount (as determined by the Board in its reasonable discretion) which can be expended annually on such promotional activities. The promotional programs and activities will be for the promotion of Union Park, provided, however, that the Association may promote single events or components within Union Park, so long as the Board deems the promotion of single events or components to be reasonably related to the promotion of Union Park as a whole.

The Association's activities may be on-site, off-site, within, and outside of the State of Nevada and may be conducted in cooperation with Persons who are not affiliated with Union Park.

The Association's costs incurred in the promotion of Union Park under this chapter shall be a Common Expense assessed against all Parcels as a part of the Base Assessment under Chapter 14.

9.2. Advisory Committee

The Board may appoint an advisory committee to assist the Association in developing and implementing promotional activities and programs for Union Park. If appointed, an advisory committee shall consist of not less than three nor more than seven persons, who may, but need not, be Parcel Owners or representatives of Parcel Owners. Such committee may include marketing, advertising, or similar professionals, whose compensation, if any, shall be established by the Board. Parcel Owners and representatives of Parcel Owners shall not be compensated for serving on any such committee. An advisory committee shall conduct itself in accordance with the Board's resolution establishing the committee. During the Development and Sale Period, the Founder shall be an *ex officio* member of any such advisory committee.

Chapter 10

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Chapter 11
Property Management

This chapter establishes the Association's obligation to accept ownership or other responsibility for property that the Founder designates as Common Area and to maintain, operate, and insure it for the benefit of Union Park.

11.1. Acceptance and Control of Association Property

(a) ***Transfers and Conveyances by the Founder***. The Project Owner, the Founder, Founder Affiliates, or their respective designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association may accept such transfers and conveyances (provided, however, that in all events the Association shall accept transfer of the Park). Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. The master plan for Union Park includes the Park for the benefit of all users of Union Park and the Park shall be part of the Common Area and part of the Area of Common Responsibility.

Upon the Founder's written request, the Association shall reconvey to the Project Owner or other third parties designated by the Founder any real property originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) ***Management and Control***. The Association is responsible for management, operation, and control of the Common Area. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Parcel Owners and occupants of Parcels and may charge use fees in such amount as the Board may establish for such use.

11.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes without limitation:

(a) the Common Area, including the Park;

(b) the area on each Parcel shown on Exhibit "F" attached hereto which include perimeter sidewalks, light poles and/or landscaping areas, and special Service Areas, including any utilities exclusively serving such areas (the "**Perimeter Areas**"). The final size and design of any Perimeter Areas may vary from the areas set forth on Exhibit "F" and the Founder shall have the right to permit and accept as Area of Common Responsibility Perimeter Areas that vary from those shown on Exhibit "F";

(c) sidewalks, gathering areas for residents and other permitted users of Union Park, and entry features serving Union Park, including associated landscaping, lighting, signage, and other improvements, regardless of whether located within the boundaries of a Parcel;

(d) common utilities, if any; and

(e) such portions of any Additional Property as may be dictated by the Founder during the Development and Sale Period, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association.

Without limiting the generality of the foregoing, the Association shall assume maintenance responsibilities relating to the Area of Common Responsibility imposed by the City or its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind with respect to the Area of Common Responsibility, and shall indemnify and hold the Founder and the Project Owner harmless with respect to such assumed responsibilities. In addition, the Association shall comply with governmental or quasi-governmental permits, approvals, or regulations concerning the Community.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities or other obligations hereunder.

Notwithstanding anything to the contrary contained in the Governing Documents, each Parcel Owner will be constructing and installing all improvements into the Perimeter Areas as required by the Design Standards (the "Perimeter Improvements"), including sidewalks, street lighting and landscaping. By accepting a deed or by assuming the role of a Parcel Association, each Parcel Owner (a) hereby agrees and warrants for itself and its successors and assigns that all Perimeter Improvements shall be designed and constructed in good and workmanlike manner in full compliance with all governmental requirements and the Design Standards and (b) hereby agrees for itself and its successors and assigns to repair at its sole cost and expense any defects in the design and construction of the Perimeter Improvements. All Perimeter Improvements must be completed prior to any occupancy of any improvements on a Parcel

11.3. Operation of Area of Common Responsibility

In its discretion, the Board may (a) temporarily close streets, sidewalks, or other portions of the Area of Common Responsibility to accommodate street fairs, festivals, or other events within Union Park (subject to such notice or approval requirements that the City may require; (b) establish reasonable operating hours for the Common Areas and other portions of the Area of Common Responsibility, which may vary by season; or (c) temporarily close or interrupt operation of the Area of Common Responsibility as it may determine appropriate to perform maintenance or repairs. The Board shall not unreasonably interfere with the operations on a Parcel and shall endeavor to provide advance notice to any affected Parcel Owner in connection with the exercise of any rights hereunder. Notwithstanding the above, the Association may not install or permit the installation of speed bumps on any street within Union Park without the prior approval of the City.

11.4. Restoring Damaged Improvements within the Area of Common Responsibility

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct , or otherwise require the repair or reconstruction of damaged Area of Common Responsibility improvements unless the Founder, during the Development and Sale Period only and the Association thereafter, and Parcel Owners representing at least eighty percent (80%) of the total votes in the Association, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60)day period, then the period

shall be extended until such funds or information are available.

No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain for the benefit of all Parcel Owners, or the Parcel Owners within an affected Service Area, as the Board deems appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Parcel Owners, levy Special Assessments to cover the shortfall.

11.5. Relationships with Other Properties

The Association may enter into contractual arrangements or may be bound by a recorded covenant to provide for sharing of costs between Union Park and the owner(s) of adjacent properties for the (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services. During the Founder Control Period, the Association shall enter into such agreements or covenant upon the Founder's request.

Chapter 12
Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of Union Park at large and individual Parcels. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

12.1. Provision of Services

The Association may arrange for or provide services to Parcel Owners and their Parcels, directly or through "arms-length" contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Parcels, or it may offer various services at the option of particular Parcels, or both. By way of example and not limitation, such services might include such things as utilities, fire protection, security, trash collection, landscape maintenance, pest control, telecommunications, cable television and Community Service Systems (as described in Section 12.3).

Any Association contract for services may require individual Parcel Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Parcel Owner or the occupants of a Parcel, may result in termination of services provided to such Parcel. Any such termination shall not relieve the Parcel Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Parcel as a Common Expense or Service Area Expense pursuant to Chapter 14.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

Any Association contract for services shall be of reasonably limited duration.

Notwithstanding anything to the contrary contained in this Section 12.1, any Parcel Owner shall have the right at the Parcel Owners sole discretion to elect not to receive any such services or be part of any such contracts except for Community Service Systems as set forth in Section 12.3 below. In the event of any such election by a Parcel Owner, such Parcel Owner shall have no obligation to pay for such services or to enter into any contracts for such services.

12.2. Provision of Services to Service Areas

(a) ***Service Areas Designated by Founder***. The Association shall provide services to any Service Area designated by the Founder pursuant to Section 3.2 as required by the terms of any Supplement applicable to the Service Area.

(b) ***Service Areas Designated by Board***. In addition to Service Areas which the Founder may designate pursuant to Section 3.2, any group of Parcel Owners may petition the Board to designate their Parcels as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Parcels, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Parcel Owners representing a majority of the votes allocated to the Parcels within the proposed Service Area based upon the assignment of Equivalent Units under Exhibit "D".

Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and submit a proposal to the Parcel Owners in the proposed Service Area stating such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Parcel Owners representing at least seventy-five percent (75%) of the total votes allocated to the Parcels within the proposed Service Area, based upon the assignment of Equivalent Units, approve the proposal in writing, the Board shall record a Supplement designating the Parcels as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 14.2(c).

Notwithstanding the above, during the Development and Sale Period, the designation of any Service Area shall require the Founder's consent.

12.3. Community Service Systems

Opportunities for Community Interaction. The Association may make use of computers, the Internet, and expanding technology for the purpose of facilitating community interaction within Union Park and to encourage participation in Association activities ("**Community Service Systems**"). For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, create and maintain a community wireless system, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Parcel Owners and business operators to interact and participate in Association-sponsored activities. Such right shall include, without limitation, the Association's right to select and contract with companies licensed to provide Community Services Systems in the region. The costs of creating and maintaining any such Community Service Systems shall be Common Expenses and no fees shall be directly charged to Parcel Owners.

Notwithstanding the above, there is no guarantee or representation that any particular Community Service Systems will be made available.

To the extent Nevada law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

12.4. Community Security

The Association shall have the right at its election to provide or provide for services designed to maintain or enhance a safe and secure environment within Union Park. The Association's responsibility in this regard shall be as, and limited, to all of the Common Areas and Areas of Common Responsibility within the entire Community and may include, without limitation, perimeter security services and security for other generally accessible areas within the community. The Association shall not be responsible for providing security services to any individual Parcel or business operations within Union Park. As more fully set forth in Section 16.2, each Parcel Owner acknowledges and agrees that the provision of security services by the Association does not guarantee the safety or security of Union Park, and each Parcel Owner and occupant of a Parcel, and their respective invitees, is responsible for their own personal safety and the security of their property within Union Park.

12.5. Transportation Management

(a) ***Authority.*** The Founder or the Association may establish and implement a system or systems to provide transportation service within Union Park, to connect with public transportation systems serving points outside of the Community, and to provide for the sharing or joint use of parking facilities within the Community (collectively, "**Transportation Systems**").

The Founder may assign to the Association such responsibilities and authority as to all or any aspect of the conception and operation of the Transportation Systems as it sees fit. The Association may establish committees, create subsidiary entities (including, but not limited to, entities formed pursuant to Section 501(c)(3) of the Internal Revenue Code), or contract with third parties for the operation and administration of all or any component of the Transportation Systems.

(b) ***Transportation Management Association.*** The Founder or the Association may establish a transportation management association ("**TMA**") for the purpose of administering or overseeing the operation of all or any of the Transportation Systems, including, but not limited to, pursuing funding or transit subsidies for the operation and promotion of the systems, coordinating and promoting use of public or community transportation and transit services, sponsoring and promoting programs and activities designed to reduce or control vehicular traffic within Union Park, and performing related activities. The TMA may be a committee or subsidiary of the Association.

The Founder, the Association, the TMA, or their assigns shall be authorized to perform the following functions:

(i) Impose upon any Person conducting a business within Union Park the requirement that they cooperate with or participate in transportation studies which assess and determine travel patterns and community needs relating to traffic and parking control;

(ii) Devise, implement, and require participation in any plan for the sharing or joint use of parking facilities, whether on a concurrent basis or on a staggered use basis and in connection with that certain form of Supplement to Community Charter for Union Park and Declaration of Shared Parking Covenants, Conditions and Restrictions for Union Park;

(iii) Make regulations and impose guidelines governing the use and operation of the Transportation Systems; and

(iv) Perform such other functions as may be necessary or appropriate for the operation, management, or monitoring of the Transportation Systems.

(c) ***Funding of Operation and Maintenance.*** The costs of operating and maintaining the Transportation System shall be a Common Expense to be allocated among all Parcels as part of the Base Assessment in accordance with Chapter 14; provided, the Founder, the Association, the TMA, or their assigns also may charge user fees for the use of any component of the Transportation Systems and seek subsidies or contributions from private or public sources to reduce the costs which must otherwise be paid through the collection of assessments. The Founder, the Association, the TMA, or their assigns shall be authorized to enter into commercially reasonable agreements, as determined in the Board's discretion, with any Person to operate all or any portion of the Transportation Systems on a commercial basis.

(d) ***Obligation to Participate; Enforcement.*** All Parcel Owners shall be obligated to abide by all regulations and guidelines imposed with respect to the Transportation Systems and to contribute to the cost of operating the Transportation System as a Common Expense of the Association.

(e) ***Conveyance of the Transportation System.*** The ownership of any component of the Transportation Systems may change at any time and from time to time by virtue of, without limitation, the sale or assumption of operations to or by any independent persons or entity.

Chapter 13
Insurance

The Association is responsible for insuring against various types of risks, including damage to Common Area properties, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association and Parcel Owners must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

13.1. Required Coverage

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Parcel within a Service Area, to the extent mandated by a Supplement or to the extent authorized by a Supplement and deemed appropriate by the Board.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted.

Provided such coverage is economically feasible, Association property insurance shall not generally exclude coverage for loss or damage arising out of an act of terrorism. The limits of Association property insurance policies shall be sufficient to cover the replacement cost of the insured improvements under current building ordinances and codes.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least $2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. However, if additional coverage and higher limits are available at a reasonable cost such that a reasonably prudent person would obtain such insurance, the Association shall obtain such additional coverages or limits. Such coverage may be provided through a combination of primary and umbrella policies;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage in the amount of at least $2,000,000.00, if reasonably available, or, if not reasonably available, the highest amount of coverage available at reasonable cost; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth ($1/4^{th}$) of the annual Base Assessments on all Parcels plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Clark County area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

13.2. Deductibles

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 13.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Parcel Owners, their invitees, or lessees, then the Board may assess the full amount of such deductible against such Parcel Owner(s) and their Parcel(s) as a Specific Assessment.

13.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Parcel Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Nevada which holds an A.M. Best's rating of A-VII or better, if reasonably available, or, if not, the most nearly equivalent;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, and their Mortgagees, as their interests may appear, except that policies on Limited Common Area may be for the benefit of the Owners of Parcels within the Service Area to which the Limited Common Area is assigned and their Mortgagees;

(c) not be brought into contribution with insurance purchased by Parcel Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement; and

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause.

13.4. Association Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance benefiting just the Parcels within a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

13.5. Parcel Insurance

(a) ***Required Coverages***. Each Parcel Owner, at its own cost and expense, shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(i) Blanket property insurance for the full replacement cost of all insurable Improvements on its Parcel, less a reasonable deductible, unless the Association carries such insurance (which it may but is not obligated to do). If the Association assumes responsibility for insuring a Parcel, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Parcel and the Parcel Owner;

(ii) Commercial general liability insurance, including contractual liability coverage, with a combined single limit of at least two million dollars ($2,000,000.00) per occurrence,

insuring against claims on account of personal injury, death, or property damage that may arise from or be occasioned by the condition, use, or occupancy of such Parcel Owner's Parcel or the use of any portion of Union Park by such Parcel Owner or the tenants of such Parcel Owner's Parcel, and their respective employees, agents, and contractors. Such coverage may be provided through a combination of primary and umbrella policies. Such policy shall name the Association and the Association's members as additional insureds and, during the Founder Control Period, also shall name the Founder and the Project Owner as additional insureds;

(iii) Workers compensation insurance, employers liability insurance, and disability benefits insurance covering all persons employed by the Parcel Owner and any contractors, subcontractors, or other persons performing work on the Parcel, if and to the extent required by law;

(iv) During the construction or reconstruction of Improvements on a Parcel, builder's risk insurance (standard "All Risk" or equivalent coverage), in an amount not less than the cost of construction, written on a completed value basis;

(v) Business interruption insurance, to the extent reasonably available, in an amount sufficient to pay or provide for the payment of assessments and insurance required under this Charter, and the payment of taxes and amounts due under any Mortgage on the Parcel for a period of at least one year following the event or occurrence giving rise to a claim for payment under such policy; and

(vi) such other insurance as may be required by law.

(b) ***Policy requirements***. Required Parcel or Parcel Owner insurance policies shall be subject to the same requirements as apply to Association insurance policies under Section 13.3, as applicable.

(c) ***Indemnification***. Each Parcel Owner shall indemnify and hold the Project Owner, the Founder, the Association, and every other Parcel Owner harmless from and against any damages, liabilities, penalties, actions, claims, and expenses (including reasonable attorneys fees and court costs) arising out of (i) the generation, use, presence, handling, storage, disposal, release, or discharge of materials or substances which are considered hazardous, toxic, or otherwise regulated under any federal, state or local law or ordinance ("Hazardous Materials") on such Parcel Owner's Parcel or on other portions of the Community by the Parcel Owner or its agents or employees; or (ii) any violation of the Governing Documents or any applicable law by the Parcel Owner or its agents or employees. This paragraph (c) is not intended to and does not modify, affect or in anyway relate to any agreements between a Parcel Owner and the Project Owner relating to Hazardous Materials in connection with such Parcel Owner's respective Parcel.

Chapter 14
Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Parcels and collect from the Parcel Owners and the Sub-Unit Owners. Assessments are secured by a lien on each Parcel.

14.1. Association Expenses

(a) ***Common Expenses***. Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Parcel Owners, are considered "**Common Expenses**." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may benefit from the expenses incurred or share such expenses pursuant to this Charter, any Supplement, or any other recorded covenant or agreement.

(b) ***Service Area Expenses***. All expenses that the Association incurs or expects to incur in connection with providing benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses**." Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate.

14.2. Budgeting for and Allocating Association Expenses

(a) ***Preparation of Budget***. Prior to the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset. So long as the Board exercises business judgment, which may include relying in good faith on the advice of its accountants or other professional advisors, in determining the amount of the reserve fund, if any, the amount shall be considered adequate.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Parcels, and the amount to be gener-

ated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) ***Calculation of Base Assessments***. Upon determining the total amount of income required to be generated through the levy of "**Base Assessments**," the Association shall allocate such amount among all Parcels subject to assessment on the effective date of the budget based upon the assignment of Equivalent Units, as described in Exhibit "D." The amount allocated to each Parcel shall then be levied as a Base Assessment.

(c) ***Calculation of Service Area Assessments***. The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Parcels in the Service Area that are subject to assessment and levied as a "**Service Area Assessment**." Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be allocated based upon the assignment of Equivalent Units, as described in Exhibit "D," except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Parcel in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) ***Subsidy Option***. The Founder or the Project Owner may, but shall not be obligated to, reduce the Base Assessment for the entire Community or any Service Area Assessment for any fiscal year by payment of a subsidy. Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder or the Project Owner, or a loan, in the Founder's or Project Owner's discretion. If the subsidy is treated as a loan, such amounts shall be subject to repayment by the Association. Any such loan shall accrue interest, compounded monthly, from the date the loan is made until the date of its repayment, at the short term "Applicable Federal Rate," as such rate is published by the Internal Revenue Service, and adjusted each month to reflect such rate for that month. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder or the Project Owner to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder or the Project Owner.

(e) ***Notice of Budget and Assessment; Right to Disapprove***. At least thirty (30) days but not more than sixty (60) days prior to the beginning of the Association's fiscal year, the Board shall send a summary of each applicable budget, together with notice of the amount of the Base Assessment and Service Area Assessment to be levied pursuant to such budget, to the Parcel Owner of each Parcel. The notice shall announce the date set for a meeting of the Parcel Owners to consider such budget. The date of the meeting shall be not less than fourteen (14) or more than thirty (30) days after the date of mailing or other delivery of the summary of the budget.

Attached hereto as Exhibit "H" is a schedule of a certain subset of the line items to be included in the annual budget of the Association along with specific dollar amounts to be expended in connection with such line items. Such specific line items are each referred to herein as a "**Controlled Expenditure Item**" and the respective dollar amounts set forth next to their respective line items are each referred to herein as a "**CEI Expenditure Limit**". No more than the respective CEI Expenditure Limit for a Controlled Expenditure Item may be budgeted during any

fiscal year of the Association by the Association through the fiscal year of the Association ending in 2012. Any reserve established pursuant to Section 14.1(a) above will not contain any amounts relating to any of the Controlled Expenditure Items and no reserve in connection with sum amounts shall be established. Beginning with the first fiscal year of the Association after the fiscal year of the Association ending in 2012 and each fiscal year of the Association thereafter, the Association may budget in connection with any Controlled Expenditure Item an increased amount not to exceed more than ten percent (10%) of the amount budgeted for the previous fiscal year for such Controlled Expenditure Item unless approved by a vote, or written assent, of a majority of the Parcel Owners. Notwithstanding anything to the contrary contained herein, if the Project Owner or an Affiliate of Project Owner is a Parcel Owner at the time of any such vote, then the Project Owner and its Affiliates collectively shall be entitled to only one (1) vote in connection with the vote of Parcel Owners to exceed the ten percent (10%) cap notwithstanding that the Project Owner and/or it Affiliates may own more than one Parcel. Further notwithstanding anything to the contrary contained herein, if Newland Communities or an Affiliate of Newland Communities is a Parcel Owner at the time of any such vote, then Newland Communities and its Affiliates collectively shall only be entitled only one (1) vote in connection with the vote of Parcel Owners to exceed the ten percent (10%) cap notwithstanding that Newland Communities and/or its Affiliates may own more than one Parcel. "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the legal right to direct the voting of, more than 50% of the voting interests in a Person or the governing body of such Person. No such limitation whatsoever shall apply to any other costs and expenses, including, without, limitation, (i) direct or indirect costs incurred in connection with the maintenance and repair of the Union Park Area of Common Responsibility, including without limitation, the Common Area, the Park and the Perimeter Areas, (ii) insurance costs, (iii) taxes, (iv) reserves as permitted by Section 14.1(a) above subject to the limitation that any reserve established pursuant to Section 14.1(a) above will not contain any amounts relating to any of the Controlled Expenditure Items, (v) all legal costs incurred in the enforcement of the provisions of the Governing Documents and all legal costs related to the response, defense and/or prosecution of any claims made against or brought by the Association, (vi) costs of power, gas, water, refuse, sewage and refuse collection and (vii) costs for uninsured casualty losses or other uninsured losses.

The Common Expense budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75)% of the total votes in the Association.

Each Service Area budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75%) of the total votes assigned to Parcels in the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items that are attributable to services or benefits requested by the Service Area and shall not apply to any item that the Governing Documents require to be assessed as a Service Area Expense.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect, shall continue in effect until a new budget takes effect in accordance with the above procedures without veto by the members.

The distribution of the budget summary shall include a written notice that the budget is available for review at the Association's offices and that a copy of the budget shall be provided to a Parcel Owner upon request.

(f) ***Budget Revisions***. The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

Notwithstanding the foregoing, this paragraph (f) shall not operate to limit increases in the Base Assessment that are necessary due to any Emergency Situation. "Emergency Situation" means the occurrence of any of the following:

(i) An extraordinary expense required by an order of court;

(ii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible when a threat to personal safety on the Community is discovered; and

(iii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing the budget pursuant to this Section 14.2.

The Board shall have the power to increase the Base Assessment above the amount set forth in the Budget adopted to this Section 14.2, if prior to the collection of a Base Assessment increase pursuant to this paragraph (f), the Board passes a resolution containing written findings that the extraordinary expense involved is necessary and, for any increases made under 14.2(f)(iii), an additional finding that expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Parcel Owners with a notice of Base Assessments increase not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due.

14.3. Special Assessments

The Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the votes attributable to Parcels subject to assessment and shall be allocated among the Parcels based on the assignment of Equivalent Units, as described in Exhibit "D." Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the total votes allocated to Parcels in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 14.2(c). In addition, during the Development and Sale Period, any Special Assessment shall also require the Founder's written consent.

Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

14.4. Specific Assessments

In addition to other times when a Specific Assessment is specifically provided for under this Charter, the Association may levy "**Specific Assessments**" against a particular Parcel as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Parcel upon request of the Parcel Owner pursuant to any menu of optional services which the Association may offer (which might include the

items identified in Section 12.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Parcel into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Parcel Owner or occupants of the Parcel, their agents, contractors, employees, licensees, or invitees; however, the Board shall give the Parcel Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection; and

(c) to cover the Parcel's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Parcel is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Parcel Owners of Parcels in the Service Area and an opportunity for such Parcel Owners to be heard before levying any such assessment.

14.5. Authority to Assess Parcel Owners; Time of Payment

The Association is hereby authorized to levy assessments as provided for in this chapter, Exhibit "D" and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to a Parcel as set forth in Exhibit "D" The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel and impose special requirements for Parcel Owners with a history of delinquent payment (two (2) or more delinquent payments in the past five (5) years). If the Board so elects, assessments may be paid in two (2)or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Parcel Owner is delinquent in paying any assessments or other charges levied on its Parcel, the Board may require all outstanding balances on all assessments to be paid in full immediately.

14.6. Personal Obligation for Assessments

Each Parcel Owner covenants and agrees to pay when due all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Parcel Owner and a lien upon each Parcel until paid in full; provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D." and the allocation of liability to the Sub-Unit under the Parcel Association's governing documents. Upon a transfer of title to a Parcel or a Sub-Unit, the grantee shall be jointly and severally liable with the grantor for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Parcel Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Parcel Owner from the obligation to pay assessments. In such event, each Parcel Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Parcel Owner shall be exempt from liability for assessments by non-use of Common Area, abandonment of a Parcel, or non-use of services provided to all Parcels within the Service Area to which the Parcel is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Parcel Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Parcel Owner or Sub-Unit Owner liable for any type of assessment a certificate signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment and may be relied upon by third parties. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

14.7. Lien for Assessments

(a) ***Existence of Lien***. In accordance with §116.3116 of the Act, the Association shall have a statutory lien against each Parcel to secure payment of assessments, as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys fees and expenses); provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D". Such lien shall be superior to all other liens, except (i) liens and encumbrances recorded prior to this Charter and which the Association has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges; and (iii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel, except that the Association's lien shall have priority over any such Mortgage to the extent of assessments that would have become due in the absence of acceleration during the six months immediately preceding any judicial or nonjudicial foreclosure of the Mortgage.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Parcel the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) ***Enforcement of Lien***. The Association may bid for the Parcel or Sub-Unit, as the case may be, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Sub-Unit. While a Parcel or Sub-Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Parcel or the other Sub-Units within the Sub-Unit's respective Parcel Association shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel or Sub-Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) ***Effect of Sale or Transfer***. Sale or transfer of any Parcel or Sub-Unit shall not affect the assessment lien or relieve such Parcel or Sub-Unit from the lien for any subsequent assessments. However, the sale or transfer of any Par-

cel or Sub-Unit pursuant to foreclosure of a first priority Mortgage shall extinguish the lien as to any installments of such assessments due more than six months prior to the Mortgagee's foreclosure. The subsequent Parcel Owner of the foreclosed Parcel or Sub-Unit Owner of the foreclosed Sub-Unit shall not be personally liable for assessments on such Parcel due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from all Parcel Owners or the other Sub-Units within the Sub-Unit's respective Parcel Association subject to assessment, including such acquirer, its successors and assigns.

14.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All property owned by the Association;

(b) Any property dedicated to and accepted by any governmental authority or public utility for roadway or utility purposes to which title has passed, provided that any Parcels on which the Improvements thereon are owned by a governmental authority or public utility are not exempt; and

(c) Property owned by any Parcel Association for the common use and enjoyment of its members, or owned by all of the members of a Parcel Association as tenants-in-common.

14.9. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this chapter. The Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.,* Parcel Owners and non-Parcel Owners).

14.10 Ombudsman and Other Fees

Any fees or costs required to be paid pursuant to the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001 *et seq*, including, without limitation Section 116.3155 thereunder, or any other applicable laws, rule or regulations in connection with any Sub-Units on a Parcel shall be paid by the respective Parcel Owner or Parcel Association, as the case may be, and the Association shall have no obligation or responsibility to pay such fees or costs.

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 15
Easements

The easements created in this chapter establish the rights of Parcel Owners to use the Common Area and create various rights for the benefit of Parcel Owners, the Founder, the Association, and others over property within Union Park.

15.1. Easements in Area of Common Responsibility

(a) ***Granting and Scope of Easements***. The Project Owner hereby grants to each Parcel Owner and the occupants and other permitted users of a Parcel a non-exclusive right and easement of use, access, and enjoyment in and to the Common Area and Perimeter Areas, including all service areas, exterior sidewalks and pedestrian pathways located in the Perimeter Areas subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) Certain Parcel Owners' rights to the exclusive use of those portions of the Common Area designated Limited Common Area, if any;

(iv) The holding of street fairs or festivals or other public or private events within Union Park; and

(v) The Board's right to:

(A) adopt rules regulating the use and enjoyment of such areas;

(B) suspend a Parcel Owner's right to use Common Area facilities;

(C) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(D) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Notwithstanding the Board's right to regulate use of the Common Area and other portions of the Area of Common Responsibility, no regulation or restriction shall unreasonably restrict or deny access to a Parcel by the Parcel Owner or other permitted users of the Parcel.

(b) ***Location of Easements***. Those areas within the Parcels subject to the easement rights described in this section shall be shown by survey prepared by the respective Parcel Owner in its expense and included in a recorded supplement to this Charter upon completion of any Improvements on a Parcel. During the Development and Sale Period, any easement of access across a Parcel may be relocated on the Parcel with the consent of the Founder and the Parcel Owner. Thereafter, the Association's consent is required to relocate such easement areas, which consent shall not unreasonably be withheld, conditioned, or delayed.

15.2. Easements for Maintenance, Emergency, and Enforcement

The Project Owner hereby grants to the Association easements over Union Park as necessary to enable the Association to fulfill its maintenance responsibilities and to exercise its enforcement rights under this Charter. The Association shall also have the right, but not the obligation, to en-

ter upon any Parcel, including any structure within a Parcel, for emergency, security, or safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Parcel Owner.

The Project Owner hereby grants and creates a perpetual, non-exclusive easement for access, ingress, and egress over any private streets within the Common Area for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment and personnel; for U.S. Postal Service and other package delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community; provided, such easement shall not authorize any such Persons to use private streets within the Community except while acting in their official capacities.

15.3. Easements for Utilities and Other Infrastructure

The Project Owner hereby assigns to the Founder the exclusive right to grant and record easements throughout Union Park to the extent reasonably necessary to:

(a) install improvements, utilities and infrastructure, other Community Service Systems, security and similar systems, and drainage systems to serve Union Park;

(b) install sidewalks, walkways, pathways, street lights, and signage to serve Union Park;

(c) inspect, maintain, repair, and replace the Area of Common Responsibility, utilities, infrastructure, and other improvements described above; and

(d) access and read utility meters.

The Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

In addition, the Founder shall have the non-exclusive right and power to grant and record such other specific easements over the Parcels as it deems necessary to develop Union Park. The location of any specific easements under this section shall be subject to the written approval of the owner of the burdened property, which approval shall not unreasonably be withheld, conditioned, or delayed.

15.4. Easements to Facilitate Development of Additional Property

The Project Owner hereby grants and reserves to the Founder, its employees, and its duly authorized agents, designees, successors, assigns, and Mortgagees, temporary easements of access and use over and upon all of Union Park (but not through a structure) for all purposes reasonably related to making, constructing, and installing improvements to the Community and to the Additional Property (as defined in Section 18.1) (whether or not such property is made subject to this Charter).

Such temporary easements include, but are not limited to (a) right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property; (b) slope and construction easements for each separate construction project on a Parcel or the Common Area; (c) easements for installation of drainage systems, water and other utilities, erosion control, and storm and sanitary sewer (including the right to prune or remove trees, bushes, and shrubbery, to regrade soil, and to take any similar actions reasonably necessary); and (d) easements for mobilization and storage of construction equipment, materials, and supplies necessary for the construction of improvements.

15.5. Easements Between Adjacent Properties

(a) ***Easements of Encroachment***. The Project Owner hereby grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Area and between Parcels that are adjoining irrespective of streets. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three inches, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(b) ***Easements of Support and Construction***. The Project Owner hereby grants reciprocal appurtenant easements over, under, across, and between adjacent Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the installation and maintenance of underpinning or other footing and foundation support systems, and sheeting, shoring, and other forms of earth retention, including tiebacks and other required components. Such easements shall permit the temporary use of adjacent properties for the construction and installation of such support systems and the permanent use of adjacent properties for the continued placement and maintenance of such systems.

The support system(s) benefiting any Parcel shall be designed, inspected during installation and upon completion of installation, and certified by a professional engineer registered in the State of Nevada. Any such support system also shall be subject to approval in accordance with Chapter 5 and the approval of the Parcel Owner of any adjacent, burdened Parcel, which approval shall not unreasonably be withheld, conditioned, or delayed.

(c) ***Easements for Use of Air Space***. The Project Owner hereby grants reciprocal appurtenant easements over and between Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the use of air space as reasonably necessary during construction and maintenance of Improvements on a Parcel. The permitted use of air space includes the right to install and use scaffolding, towers, and cranes, and the right to swing a crane and its load, over the air space of any adjacent Parcel or Common Area during the construction of Improvements on a Parcel and during the maintenance, repair, cleaning, and inspection of Improvements on a Parcel.

15.6. Easement to Inspect and Right to Correct

The Project Owner hereby grants to the Founder, during the Development and Sale Period, for the Founder and others it may designate, the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, Improvement, fixtures, or condition that may exist on any portion of the property within Union Park, including Parcels, and a perpetual non-exclusive easement of access throughout Union Park to the extent reasonably necessary to exercise such right. Such right shall be subject to the following limitations and qualifications: (a) the Person exercising the easement must maintain adequate insurance to fully insure against any loss or damage to the Parcel on which such rights are exercised and (b) the Person exercising such rights shall indemnify and hold harmless the Parcel Owner of the Parcel on which the rights are being exercised and the occupants of such Parcel from and against all claims, charges, assessments, losses and any other costs arising in whole or in part as a result of the negligent exercise of such rights, including reasonable attorneys fees. Except in an emergency, entry into a structure on a Parcel shall be only after reasonable notice to the Parcel Owner, and no entry into an enclosed structure shall be permitted without the Parcel Owner's consent. The person exercising this

easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve a Parcel Owner of the responsibility for the maintenance and repair of its Parcel.

15.7. Exercise of Easements; Minimal Interference

Any Person exercising any right or easement described in this chapter shall minimize interference with the use and enjoyment of the Parcel or Common Area burdened by the easement. Persons exercising such easement rights shall be responsible for any damage caused to the Common Area or any Parcel as a result of their actions in connection with the exercise of such easement rights. Upon completion of any work pursuant to an easement right, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. All work performed pursuant to an easement right shall be performed in a good and workmanlike manner in accordance with all applicable laws.

The exercise of easements under this section shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel. In the case of any easement permitting work to be performed on a Parcel, except in an emergency, entry onto the Parcel for such purpose shall be made only after reasonable notice to the Parcel Owner and the occupant of that portion of the Parcel for which entry is desired.

Chapter 16
Disclosures and Waivers

This chapter discloses some important information about Union Park for the benefit of prospective purchasers of Parcels.

16.1. Safety and Security

Each Parcel Owner and occupant of a Parcel, and their respective invitees, shall be responsible for their own personal safety and the safety of employees, and patrons, and the security of their property in Union Park. As provided in Section 11.4, the Association shall maintain or sponsor certain activities within Union Park designed to promote or enhance the level of safety or security which each person provides for itself and its property. However, neither the Association nor the Project Owner or the Founder shall in any way be considered insurers or guarantors of safety or security within Union Park, nor shall any be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to any portion of Union Park, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Parcel Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of its Parcel, that the Association, the Board and Association committees, the Project Owner, and the Founder are not insurers or guarantors of security or safety and that each Person within Union Park assumes all risks of personal injury and loss or damage to property resulting from acts of third parties.

16.2. Changes in Master Plan

Each Parcel Owner acknowledges that Union Park is a master planned community, the development of which is likely to extend over many years, and agrees that the Association shall not, without the Founder's prior written consent, engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Union Park, or (b) changes in the Master Plan.

16.3. View Impairment

Neither the Project Owner, the Founder, nor the Association guarantee or represent that any view over and across any property within or outside Union Park will be preserved without impairment.

16.4. Contaminated Soils

Portions of Union Park have been used in the past for industrial, manufacturing, or other similar purposes and may contain contaminated subsurface soils that may require remediation prior to development activities taking place. Each Parcel Developer and each Parcel Owner shall be responsible for determining the existence of contaminated soils on its Parcel and for complying with such remediation requirements as may be imposed. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to remediate contaminated soils on any Parcel except as may otherwise be required under a separate governmental order, covenant, or agreement binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.5. Railroad

Union Park is situated adjacent to an operating railroad, which will cause noise and vibrations that may impact the use and enjoyment of the Parcels. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to erect noise or vibration abatement devises or to take any action to abate the effects of the railroad operations, except as may otherwise be required by the City or under a separate covenant or agreement that is binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.6. Casino

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that Union Park may contain one or more casinos and that activities and effects commonly associated with the operation and existence of casinos will take place in the Community such as, without limitation, gambling, noise, excessive lighting, late night activities, consumption of alcohol, adult themed shows with full or partial nudity and crowds. Each Parcel Owner acknowledges that such activities and effects may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of a casino.

16.7. Notices and Disclaimers as to Community Service Systems

Each Parcel Owner acknowledges that interruptions in cable television and other Community Service Systems and services will occur from time to time. The Project Owner, the Founder, Founder Affiliates, any their respective successors and assigns, shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Service Systems and services, regardless of the cause of the interruption.

16.8. Entertainment Activities

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that various entertainment activities and events such as concerts, festivals, and similar activities and events, may be held within Union Park. Each Parcel Owner acknowledges that such events and activities may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of such events and activities.

16.9. Compliance with Governmental Permits and Approvals

Union Park is subject to various governmental permits and approvals issued in connection with the development and use of the property. Each Parcel Owner shall be bound by the terms of all applicable permits and approvals and such permits and approvals shall apply and shall bind the Parcel Owners in accordance with their terms, notwithstanding anything to the contrary in the Governing Documents. Each Parcel Owner is responsible for determining which governmental permits and approvals apply to its Parcel and the extent to which they apply.

16.10. Symphony Park

"Symphony Park" (the "**Park**") is or shall be an open air, open space park located within or adjacent to Union Park. Symphony Park may be owned by the Association or by a tax-exempt entity created pursuant to Section 501(c) or 509 of the Internal Revenue Code or may be licensed or leased to such a tax-exempt entity or another non-profit entity. Such lease or license may grant rights to such entity for the use of the Park by such entity. Regardless of ownership, license, or lease, the Association may be obligated to maintain and/or contribute to all or part of the cost of maintaining and operating Symphony Park, and any such costs shall be a Common Expense to be assessed against all Parcel Owners. The Park is a private park and part of the Common Area; the Park is not intended to be a public park and is not

available for use by the general public. The Park will be available for the private use of Parcel Owners and their respective residents, users and invitees.

16.11. Warranties of Quality

Except as may otherwise be specifically provided, no express warranties of quality with respect to the Common Area, any Parcel, or any Improvement on any Parcel, including any Sub-Units, are made by this Charter.

Each purchaser of a Sub-Unit acknowledges and agrees that the implied warranties of quality provided for under the Act, to the extent applicable or not otherwise waived, apply to the Parcel Developer of the Parcel within which the Sub-Unit is located and shall not apply to the Project Owner or the Founder.

16.12. Initiation of Litigation by Association

The Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Parcel Owners entitled to cast seventy-five percent (75%) of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Control Period with the Founder's approval;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the Founder, during the Development and Sale Period, and by the same percentage of votes necessary to institute proceedings.

Chapter 17
Rights of Lenders

In order to enhance each Parcel Owner's ability to obtain financing for the purchase and development of its property, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of Mortgages in Union Park. The provisions of this chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

17.1. Notices of Action

A holder, insurer, or guarantor of a Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the legal description and street address of the property to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Union Park or which affects any Parcel on which there is a Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed to the Association by a Parcel subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Parcel or the Parcel Owner or occupant which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

17.2. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Parcel Owner or other party priority over any rights of the Mortgagee of any Parcel in the case of distribution to such Parcel Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

17.3. Notice to Association

Upon request, each Parcel Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 18
Expansion of the Community

The Founder or the Association may expand the initial property submitted to the Charter as set forth in this chapter.

18.1. Expansion by Founder

From time to time, the Founder or the Project Owner may submit to the terms of this Charter all or any portion of the property described on Exhibit "B" ("**Additional Property**") by recording a Supplement describing the additional property to be submitted. The Founder or the Project Owner may record such a Supplement without the consent of any Person except the owner of such property.

The Founder's or the Project Owner's right unilaterally to expand Union Park under this section expires at the expiration of the Development and Sale Period.

Nothing in this Charter shall require the Founder or any successor to submit the Additional Property to this Charter or to develop any of the Additional Property in any manner whatsoever. Different parcels of property may be submitted to this Charter at different times. No assurances are given as to the boundaries of the parcels that may be submitted to the Charter or to the order in which different parcels of property may be submitted to this Charter.

18.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Parcel Owners representing more than fifty percent (50%) of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

18.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. The Supplement must be signed by all owners of property encumbered by the Supplement. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the additional property described in the Supplement, in order to reflect the different character and intended use of such property.

18.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any Additional Property made subject to this Charter shall be assigned voting rights in the Association and assessment liability based upon an

assignment of Equivalent Units, as described in Exhibit "D."

Chapter 19
Additional Reserved Rights

This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the development and sale of property in the Community, and to protect various property rights and other interests of the Project Owner and the Founder.

19.1. Special Developmental Rights

In addition to the rights specifically reserved to the Founder under Chapter 18 with respect to expanding Union Park, the Founder reserves for itself and any Parcel Developer the Founder approves for such purposes, during the Development and Sale Period:

(a) the right to complete on property the Project Owner, the Founder, or any Parcel Developer owns, any Improvements indicated on Plats and development plans recorded with this Charter, or the Master Plan;

(b) the right to exercise any of the following rights "developmental rights" (as defined in the Act):

(i) the right to expand the Community as provided in Chapter 18;

(ii) the right to create additional Parcels up to the maximum number permitted under Section 3.1, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of the Community which the Project Owner, the Founder, or any Parcel Developer owns, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iii) the right to subdivide or combine Parcels the Project Owner, the Founder, or any Parcel Developer owns or to convert Parcels that the Project Owner, the Founder, or any Parcel Developer owns into Common Areas, Limited Common Areas, or roadways, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iv) subject to Section 19.2, the right to withdraw from the Community any Parcel or any portion of a Parcel not yet conveyed to a Person other than a Parcel Developer, subject to such local government approvals as may be required; and

(v) the right to reconfigure the boundaries of the Common Area and the right to grant easements for use of sidewalks and streets within Union Park;

(c) the right to maintain sales offices, management offices, and advertising signs on the property described in Exhibits "A" and "B," as set forth in Section 19.3;

(d) the right of access over the Common Area for the purpose of making improvements within the property described in Exhibits "A" and "B";

(e) the right to close streets and sidewalks within Union Park to allow their use for special events;

(f) the right to merge or consolidate the Association with another common interest community of the same form of ownership; and

(g) the right to appoint and remove directors and officers of the Association during the Founder Control Period as provided in the By-Laws.

19.2. Withdrawal of Property

The Founder or the Project Owner shall have the unilateral right during the Development and Sale Period to amend this Charter to withdraw any unimproved portion of the Community from the coverage of this Charter whether originally described in Exhibit "A" or added by Supplement. The Founder or the Project Owner may separately exercise such right as to each portion of the Community which is the subject of a separately recorded Plat; however, the Founder or the Project Owner may not exercise such right with respect to any property on a particular Plat after a Parcel shown on such Plat has been conveyed to a Person other than a Parcel Developer. "Unimproved" means that no permanent structure has yet been completed on the property. Any such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn. If the property is Common Area, the Association shall consent to such withdrawal.

19.3. Construction and Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property it or any of the Project Owner owns, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or marketing and sale of Parcels. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), banners, balloons, sales offices, holding or sponsoring special events, and exterior lighting features or displays.

19.4. Right to Replat

During the Development and Sale Period, the Project Owner may subdivide or otherwise replat property that the Project Owner owns and convert Parcels that the Project Owner owns into Common Area or the Project Owner may convert any Common Area that the Project Owner owns into Parcels. The right of any Parcel Owner to replat its Parcel is subject to the Founder's approval during the Development and Sale Period and, thereafter, the Association's approval, provided that the creation of Sub-Units by a Parcel Owner shall not require any approval.

19.5. Right to Approve Changes in Union Park Standards

During the Development and Sale Period, no amendment to or modification of any Rules shall be effective without prior notice to and the written approval of the Founder.

19.6. Right to Use Common Area for Special Events

During the Development and Sale Period the Founder may use the Common Area to sponsor special events for charitable, philanthropic, political, or marketing purposes (and may, for such purposes, among other things, close streets and sidewalks within Union Park), subject to the following conditions:

(a) the availability of the facilities at the time requested;

(b) the Founder shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and

(c) the Founder shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events; and

(d) the Founder shall add any affected Parcel Owner as an additional insured on any insurance coverage obtained specifically in connection with such event.

The Founder shall have the right to assign its rights to charitable organizations or foundations selected by the Founder. The Founder's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Charter.

19.7. Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Project Owner may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent which consent shall not be unreasonably withheld or delayed. Any such instrument recorded without the Founder's consent shall be void and of no force and effect. Except for the Founder's approval, no other consent or approval is required under this Section 19.7.

19.8. Exclusive Rights to Use Name of Development

Except as permitted or required by the Rules, no Person shall use the name "Union Park," any derivative of such name, any associated graphic elements, or any logo or depiction associated with Union Park in any printed or promotional material without the Founder's prior written consent. However, Parcel Owners may use the name "Union Park" in printed or promotional matter where such term is used solely to specify that particular property is located within Union Park, and the Association shall be entitled to use the word "Union Park" in its name.

19.9. Right to Transfer or Assign Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which the Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder, and the transferee or assignee signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

19.10. Termination of Rights

The Founder may exercise any and all of the rights reserved to the Founder under this Charter with respect to different portions of Union Park at different times. If a right is exercised with respect to any portion of the Community, it need not be exercised with respect to all or any other portion of the Community. No assurances are made as to the boundaries of any property as to which the Founder may exercise such rights, or as to the order in which different portions of the Community may be subjected to the exercise of such rights.

Except as otherwise specified above, the rights reserved to the Founder in this Chapter shall terminate on the earlier of: (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 20
Changes in the Area of Common Responsibility

This chapter explains the procedures for partition of the Common Area, condemnation of the Common Area, and the general transfer or dedication of the Common Area.

20.1. Condemnation

If any part of the Area of Common Responsibility that is taken by any authority having the power of condemnation or eminent domain, or conveyed by or with the consent of the Association in lieu of and under threat of condemnation with such approval as may be required under Section 20.3, each Parcel Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be used as the Board determines.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on available remaining portions of the Common Area, unless within sixty (60) days after such taking the Founder, during the Founder Control Period, and Parcel Owners representing at least sixty-seven percent (67%) of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.3.

20.2. Partition

Except as otherwise specifically permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of such Common Area without the written consent of all Parcel Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.3.

20.3. Transfer or Dedication of Common Area

During the Development and Sale Period (a) the Project Owner or the Founder may dedicate roadways within Union Park to the City, or to any other local, state, or federal governmental or quasi-governmental entity, and (b) the Association, upon the Founder's request and without a vote of the membership, shall dedicate roadways that it owns to the City, the County, or to any other local, state, or federal governmental or quasi-governmental entity, as applicable.

The Association also (a) may dedicate portions of the Common Area that it owns to the City, or to any other local, state, or federal governmental or quasi-governmental entity; (b) may subject the Common Area that it owns to a security interest; or (c) may transfer or convey any Common Area that it owns upon the written consent of Parcel Owners representing at least seventy-five percent (75%) of the total votes in the Association. In addition, the Founder shall

consent to any such action shall be required during the Founder Control Period. Notwithstanding the foregoing, it is anticipated that the Park will be subject to a lease or a joint use agreement or other such agreement with the Las Vegas Performing Arts Center or other entity and that any such lease will not require any consent of the Parcel Owners in order for the Association to enter into such lease or joint use agreement or other such agreement.

The proceeds from the sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines.

No conveyance or encumbrance of Common Area may deprive any Parcel of rights of access or support.

20.4. Assignment and Reassignment of Limited Common Area

(a) ***Assignment***. During the Development and Sale Period the Founder, and thereafter the Association, may designate property as Limited Common Area and assign it to particular Parcels on the recorded Plat depicting such property, in the deed conveying such property to the Association, or in a Supplement, provided, however, that any such designation is subject to the prior written consent of any affected Parcel Owner including those who will use such area. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Parcels.

In addition to the above, the Board may designate any portion of the Common Area as Limited Common Area upon approval of the Board, Parcel Owners representing at least a majority of the total votes in the Association, and Parcel Owners of a majority of the Parcels to which the Board proposes to assign such Limited Common Area, except that no such assignment shall have the effect of denying any Parcel Owner access to such Parcel Owner's Parcel without such Owner's consent. During the Development and Sale Period, any such assignment shall also require the Founder's written consent.

(b) ***Reassignment***. Limited Common Area, once assigned, may be reassigned only with the consent of the Parcel Owners of the Parcels affected by such reassignment.

Chapter 21
Termination and Amendment of Charter

This chapter sets out procedures by which the Project Owner, the Founder, the Board, or the Parcel Owners may amend this Charter to address changes in the plans, needs, or desires of Union Park.

21.1. Term and Termination

This Charter shall be of perpetual duration unless terminated in the manner provided in §116.2118 of the Act by agreement signed by Parcel Owners representing eighty percent (80%) of the total votes in the Association.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In addition to the above, the Founder's and the Project Owner's consent shall be required to terminate this Charter during the Development and Sale Period.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

21.2. Amendment

(a) ***By the Founder***. The Founder may unilaterally amend this Charter: (i) to correct clerical, typographical, or technical errors; (ii) to comply with any applicable governmental statute, rule, regulation, or judicial determination; (iii) to comply with the requirements, standards, or guidelines of any institutional or governmental lender, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iv) to assign Common Area as Limited Common Area pursuant to Section 3.1; (v) as necessary to exercise the rights reserved to the Founder under Section 18.1 and Section 19.1; and (vi) otherwise as permitted by the Act.

(b) ***By the Association***. The Association may amend this Charter: (i) to assign Common Area and Limited Common Area pursuant to Section 20.4; (ii) to subdivide a Parcel or relocate boundaries between Parcels upon application of the Owner(s) of the affected Parcel pursuant to the Act; and (iii) otherwise as permitted or required by the Act.

Any amendment pursuant to this section shall be prepared, executed, certified, and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) ***By the Owners***. Except as otherwise specifically provided above or in the Act, and subject to any limitations imposed by the Act, this Charter may be amended only by:

(i) the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing Parcels to which at least 67% of the total votes in the Association are allocated; and

(ii) during the Development and Sale Period, the Founder's written consent.

(d) ***Validity and Effective Date***. No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If a Parcel Owner consents to any amendment to this Charter or the By-Laws, it will be conclu-

sively presumed that such Parcel Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Parcel Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or it shall be presumed that such amendment was validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(e) ***Exhibits***. Exhibits "A," "B," "D", "F" and "G" are incorporated by this reference, and this chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this section. Exhibit "E" is attached for informational purposes and may be amended as provided in that exhibit or in the provisions of this Charter that refer to such exhibit.

THIS COMMUNITY CHARTER FOR UNION PARK is made and executed by the undersigned Founder and the Project Owner this _____ day of _____, 20____.

FOUNDER

By: _____
Name: _____
Title: _____

CITY PARKWAY V, INC.,
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

CITY PARKWAY IVA, INC.,
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

Approved as to form:

Michael Naurches, Esq. 01/13/09

OFFICE DISTRICT PARKING I, INC.,
a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ _____, 20____, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL]

My Commission Expires:

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION OF UNION PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81'09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO THE **POINT OF BEGINNING**.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

EXHIBIT "B"

Additional Property

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner of the applicable property by filing a Supplement in accordance with Chapter 18.

The property north of Bonneville, east of Interstate Highway I-15, south of Interstate Highway 95 and west of the Union Pacific Railroad tracks.

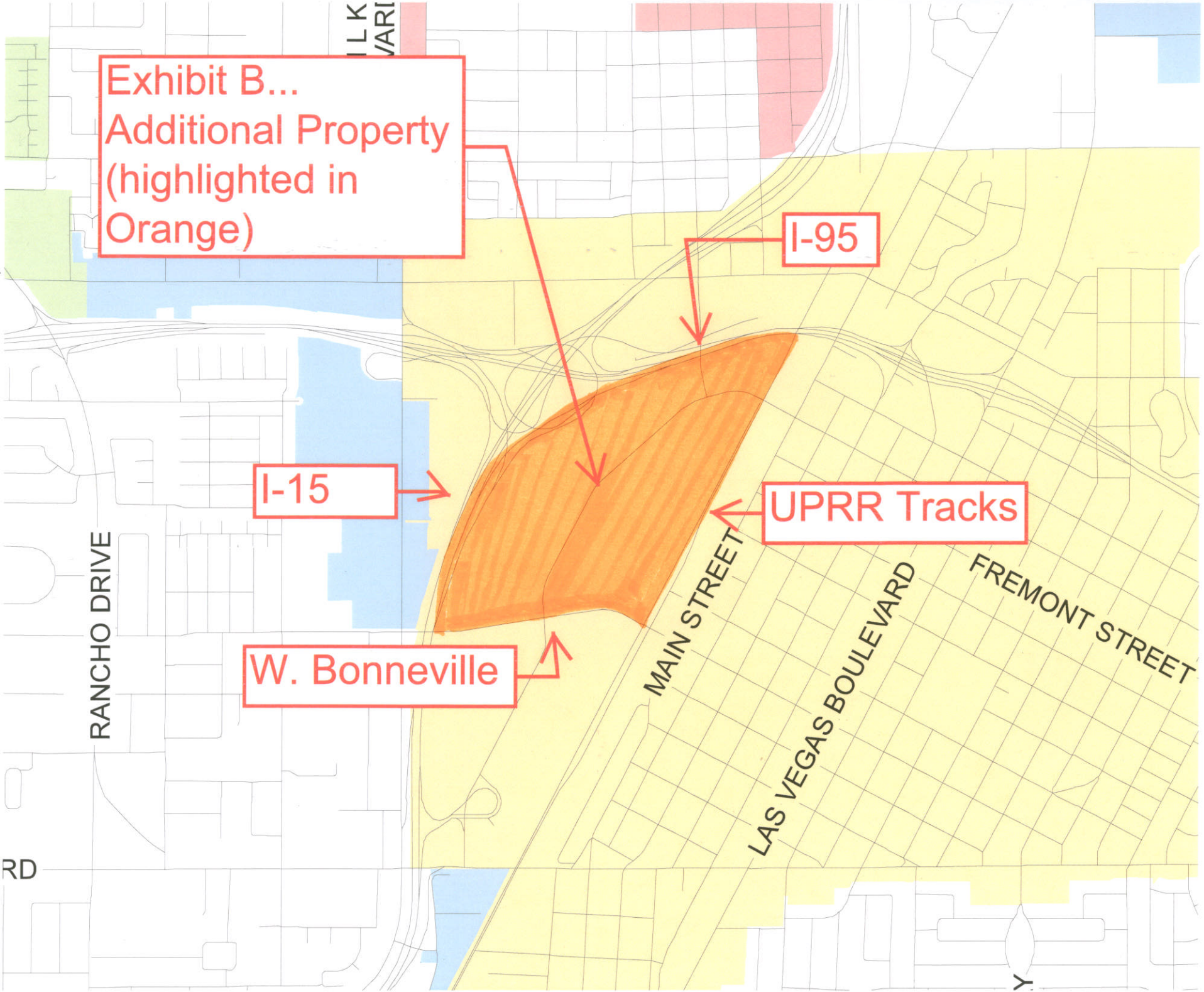
Exhibit B...
Additional Property
(highlighted in
Orange)
I-95
I-15
UPRR Tracks
W. Bonneville
RANCHO DRIVE
MAIN STREET
LAS VEGAS BOULEVARD
FREMONT STREET

EXHIBIT "C"
Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance. It is expressly intended that the Board, as appropriate, have discretion to approve or disapprove actions or items, or to enforce or not enforce technical violations of the Governing Documents, based upon considerations consistent with the Governing Documents. As such, while something may be approved or permitted under one set of circumstances, the same thing may be disapproved under a different set of circumstances. Exercising discretion in approvals or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any circumstances it deems appropriate.

The following shall apply to all of Union Park until such time as modified pursuant to this Charter.

1. General. Union Park shall be used only for purposes consistent with the Master Plan and the Governing Documents.

2. Restricted Activities. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Union Park:

(a) Parking any vehicles in designated "no parking" areas, or parking of mobile homes, recreational vehicles, boats and other watercraft, and trailers in areas other than those designated for such purposes; provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to any Parcel or the Common Area and temporary marketing and construction trailers are permitted in areas the Founder or the Board designates. Keeping stored or inoperable vehicles anywhere within Union Park is prohibited, except that vehicles may be stored in assigned parking spaces in residential developments;

(b) Raising, breeding, or keeping animals, except that a reasonable number of dogs, cats, or other usual and common household pets may be kept in a residential dwelling. Animals brought into Union Park shall be kept on a leash or otherwise confined in a manner acceptable to the Board. Any animal which is permitted to roam free, or, in the Board's sole discretion, makes objectionable noise, endangers the health or safety of any individual or other animal, or constitutes a nuisance or inconvenience shall be removed upon the Board's request. If the animal's owner fails to honor such request, the Board may remove or provide for the removal of the animal from Union Park;

(c) Any activity that emits foul or obnoxious odors or creates excessive noise or other conditions that tend to disturb the peace or threaten the safety of others, each as determined in the Board's reasonable discretion;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;

(f) Any noxious or offensive activity which in the Founder's or the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or other portions of Union Park;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of permitted construction;

(h) Use and discharge of firecrackers and other fireworks, except that the Association may sponsor or otherwise permit structured and supervised fireworks displays from time to time;

(i) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(j) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(k) On-site storage of fuel, except that a reasonable amount of fuel may be stored for emergency purposes and, maintenance vehicles, generators, and similar equipment;

(l) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Union Park or which use excessive amounts of water; and

(m) Any modification of anything, permanently or temporarily, on any Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5. This shall include, without limitation, signs, fences of any kind, and satellite dishes and antennas, except that:

(i) a satellite dish designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter and fully hidden from view; or

(ii) a satellite dish designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is greater than one meter in diameter or diagonal measurement (collectively, "**Permitted Antennas**")

shall be permitted on Parcels, subject to such reasonable requirements as to location and screening as may be set forth in the Rules consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property, including views to rooftops from adjacent buildings. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Union Park, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. **Prohibited Conditions**. The following shall be prohibited at Union Park:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Union Park;

(b) Structures, equipment, or other items on the exterior portions of any Parcel which have become rusty, dilapidated, or otherwise fallen into disrepair; and

(c) Speed bumps on any streets within Union Park, except with the prior approval of the City.

4. Use of Union Park Logo and Name. All Parcel Owners are required to use the name "Union Park" in any printed and promotional matter and advertising in connection with the marketing of their specific projects within Union Park. Such use of the name will be on compliance with the approved logo and graphics for Union Park.

5 .Special Events

a. At times Association common area, if any, may be rented to an event planner or outside agency for use of a private party, event or activity. Areas outside a Parcel may be used for display or traffic flow reasons. At no time will the entrance to a Parcel be blocked or traffic diverted for a significant period of time.
b. Participation by users of Union Park at special events is encouraged however any booths or sales activity outside the tenant space into the Association common area must be approved in writing and in advance of event by the Association for content and product line. Upon approval, it is the responsibility of the Parcel Owner to obtain the proper permits, licenses and report associated revenues appropriately.

6. Lodging

a. No camping is permitted within a Parcel, in Public areas of Union Park or in recreational vehicles within Union Park including designated and attached parking structures.

7. Vehicle access

a. Association staffed golf or utility carts will be allowed to transport supplies and trash and for general maintenance.
b. The cost to repair any damage to the Common Area or areas of Common Responsibility in any form may be assessed against the Parcel Owner who directly or indirectly caused the damage.
c. Loading and unloading is to take place at designated areas only.
d. Unauthorized vehicles are subject to fines as outlined in the "Penalty and Fine Policy" may be towed at the vehicle owner's expense.
e. Parking is allowed in designated parking areas only.
f. Skateboards, bicycles and similar devices may not be ridden on walkways in the Common Areas or Areas of Common Responsibility. Scooters, wheelchairs and similar devices use by disabled persons are permitted on walkways in the Common Areas or Areas of Common Responsibility.

8 . Utilities

a. Parcel Owners may not tamper with electrical boxes, main water valves or any other such controls associated with Common Areas or Areas of Common Responsibility.

b. Any damages caused by tampering with public utilities will be billed back, with fines and penalties, to the tenant space that is responsible.
c. Use of utility connections in Common Area or Areas of Common Responsibility must be approved by the Association.

9. Animals

a. Persons with animals are responsible for cleaning up and properly disposing of waste.
b. Animals should be kept on a leash at all times. Owners are responsible for the actions of their animals at all times while in Union Park.
c. No animals other than household pets and service animals are allowed in Union Park without the consent of the Association which may impose conditions in granting such consent at its sole discretion.

10. Liability.

a. Persons using the Common Areas or Areas of Common Responsibility for any reason, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury as a result of using the premises.
b. Parcel Owners and their users are responsible for the actions of their staff, contracted labor and guests. Any damage arising from inappropriate behavior or actions will be the responsibility of the Parcel Owner.
c. Proof of General Liability Insurance for special events and other tenant/owner or guest sponsored event is to be provided to the Association in advance of schedule/approved event.

11. Street Level Store Fronts, Facade and Lighting

a. Storefront signage must be in accordance with the Design Standards.
b. Additional signage for special events or promotions must be approved through the Association.
c. Signage in windows or doors consisting of tape and paper or hand written signs are not allowed.
d. "Open" or "Closed" signs must be placed in the window or door of the store. Signage placed in planters, outside the store (such as a "sandwich board"), or mounted on the store exterior must be approved by the Association.
e. Association may require signage for an event is posted in shops. Placement will not interfere with shop merchandise, displays or theme.
f. No external speakers, televisions, music device or public address system, other than those placed by the Association will be allowed unless authorized in writing, in advance, by the Association.
g. Any merchandising of goods or services within the Common Area or Areas of Common Responsibility must be approved in advance by the Association.

Union Park Common Area Maintenance

1. Union Park Common Area Cleanliness

a. Union Park is to remain free of litter and trash at all times. Standard shift times will be determined for ongoing trash removal in the public areas. The shift times may be adjusted due to special events or promotions throughout Union Park.

b. Public Restrooms are to be used for general use. Any acts such as cleaning tools, paintbrushes or any manner other than what the facility was designed may result in a clean-up charge being assessed to the party who violates. Sidewalk cleaning takes place on a daily basis. This cleaning is to take place so as to not disturb guests or interfere with patrons/tenants of UP.

c. Building owners are responsible for cleaning windows, both interior and exterior, as well as awning cleaning, as necessary.

2. Trash Removal

e. Common Area Trash will be emptied a minimum of 3 times per day. Broken glass, objects of danger or hazardous materials must be identified in a separate or approved container as not to endanger the Association attendant.
f. Building owners and tenants are prohibited from using the common area sidewalk trash receptacles and all Union Park users must use appropriate private dumpsters. Large cardboard boxes shall not be deposited in sidewalk trash receptacles.
g. Garbage in or out of bags shall not be placed outside of a location due to smell, rodent and aesthetic reasons.
h. The burning of trash is strictly prohibited. Violators will be subject to strict fines.
i. Parcel Owners with patio, sidewalk cafes or outside seating need to pay close attention to items placed on tables to ensure they do not blow into public areas creating litter and are responsible for the proper cleaning of the areas in and around the outside common areas.

3. Grease Traps

h. Parcel Owners and their users are responsible for performing weekly cleaning of grease traps (if any) by chemically treating each trap to prevent odor and assist in the function of the trap and appropriate pumping of traps.

4. Patio and Terraces

a. It is the responsibility of the Parcel Owners to ensure the Patio and Terrace areas are kept clean, organized and in operational condition. In the event of a scheduled sidewalk cleaning, it is the responsibility of the tenant to ensure furniture is removed to assist with the detail cleaning efforts.
b. It is the Parcel Owners responsibility to ensure tables and chairs are kept in clean and safe operational condition.
c. Items such as hoses, extension cords or items not relating to the patio operations must be stored in an area that is not open to guest view.
d. Public space of tenant shop shall not be used for long term or short-term storage.

e. Misting, misting hours and misting maintenance are the sole responsibility of the building owners and/or tenants.

5. Violations, Fines and Penalties

To be determined by the Board of Directors of the Association.

EXHIBIT "D"

Allocating Liability for Assessments and Allocating Votes Among Parcels

1. **Assignment of Equivalent Units**. For purposes of allocating Common Expenses and Service Area Expenses among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon the size of the Parcel and the land use classifications within the Parcel, including all uses within the Parcel, as determined by actual uses.

Until the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, all parcels shall be assessed as indicated in the first row below as unimproved land. Assessments for Parcels will commence at the time a Parcel is submitted to this Charter. At such time as the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, the Improvements will be assessed on the basis indicated below with no further assessment for land area.

Equivalent Units for residential units will be based on the final approved subdivision map for the Improvements. A unit which is divided into separate fractional or timeshare intervals shall be classified as a single unit (*i.e.,* each fractional or timeshare interest shall *not* constitute a separate unit). A dwelling unit shall be the structure or the portion of a structure designed for occupancy by a single household (*e.g.,* a condominium unit or a single rental apartment unit).

Equivalent Units for nonresidential Improvements will be based on the final approved architectural floor plans and elevations for the Improvements. "Gross floor area" shall be the area within an enclosed structure intended for occupancy or other use, as determined by a licensed engineer or architect. To the extent applicable, the definition of "gross floor area" set forth in the applicable zoning ordinance pertaining to Union Park, as may be amended from time to time, shall be followed in making any determination of the gross floor area of a use within a Parcel.

In the case of a change in use, the new allocation shall be made as of the date upon which the new use actually commences.

During the Founder Control Period, the Founder unilaterally may amend this Exhibit "D" to create additional Land Use Classifications and to assign Equivalent Units to such new use.

The Founder shall make all determinations of land use classification during the Founder Control Period. Thereafter, the Board shall determine land use classifications; provided, the land use classification of a Parcel or any portion of a Parcel hereunder shall not be changed once established unless there has been a change in predominant use.

2. Calculation of Assessments. The share of any Common Expenses to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel.

3. Calculation of Votes. Each Parcel shall be allocated the number of votes corresponding to the number of Equivalent Units within the Parcel.

4. Computation by Board. The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment, shall be computed at least annually by the Board. If a use within a Parcel that is improved such that it is no longer being assessed as undeveloped land pursuant to the Land Use Classification schedule below changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel effective with such change in use, but the Board shall not reallocate assessments against all other Parcels to take into account such change until the next annual budget. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Parcel Owner together with the notice of the assessment. Each Parcel Owner shall provide the Association with such information as the Board requires in order to make a determination of the Equivalent Units to be allocated to the Parcel Owner's respective Parcel, including, without limitation, as-built drawings of the Improvements on the Parcel.

In the event that additional real property is made subject to this Charter during the Association's fiscal year, for computation of Equivalent Units, the Board shall recompute assessment percentages and votes for each Parcel and send notice of such recomputed percentages to each Owner; provided, no adjustments shall be made in any assessments previously levied to reflect such recomputation.

Land Use Classification	Equivalent Units
Up and until a certificate of completion is issued for Improvements on a Parcel, all undeveloped Parcels – without regard to use. After such certificate of completion is issued, there shall be no Equivalent Units allocated to a Parcel on account of the land area of a Parcel and Equivalent Units shall be allocated solely on the basis of the Improvements on the Parcel.	Ten thousand (10,000) per acre of land (prorated by one-hundredth of an acre)
Retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions, and travel agencies	One (1) per square foot of gross floor area
Restaurants, bars, nightclubs, taverns, supper clubs.	One (1) per square foot of gross floor area
Entertainment (including the Performing Arts Center, dinner theaters, theme-based attractions, movie theaters, etc.)	Thirty (30) per seat
Hotel or hospital	Five hundred (500) per room
Fractional or time-share units	
Casino/Gaming Establishment	Three (3) per square foot of gross floor area
Conference/meeting/banquet rooms within a hotel/conference center	One (1) per square foot of gross floor area
Cultural(including non retail art galleries, museums and	One Half (1/2) Unit per square foot

libraries)	of gross floor area
General Office/Medical Center including walk-in medical clinics.	One Half (1/2) Unit per square foot of gross floor area
Spas, health clubs, including health and fitness areas within a hotel	One (1) per square foot of gross floor area
Residential units (single family attached, detached, and condominium) and multi- family rental apartments	Six hundred (600) per dwelling unit
Exempt property (or as provided in Section 14.8)	0

2. **Calculating Equivalent Units - Examples**.

- A Parcel containing 3,000 seats of entertainment use, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 116,150 Equivalent Units (3,000 seats of entertainment X 30 = __96,150; 10,000 square feet of retail X 1__ = 10,000; 10,000 square feet of restaurant X _1_ = __10,000.

- A Parcel containing a 150-room hotel, 20,000 square feet of conference/meeting space, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 115,000 Equivalent Units (150 rooms X __500_ = 75,000; 20,000 square feet of conference/meeting space X 1 = __20,000; 10,000 square feet of retail X 1 = 10,000; 10,000 square feet of restaurant X _1_ = 10,000).

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS

OF

UNION PARK MASTER ASSOCIATION, INC.

(as adopted by the Board of Directors on _____, 2008)

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BY-LAWS

OF

UNION PARK MASTER ASSOCIATION, INC.

Chapter 1

Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Union Park Master Association, Inc. (the "**Association**"). The Association is a nonprofit corporation organized pursuant to the provisions of Chapter 82, Nevada Revised Statutes.

1.2. Principal Office.

The Association's principal office shall be located in Clark County, Nevada. The Association may have such other offices as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Community Charter for Union Park, as it may be amended (the "**Charter**"). The term "**majority**," as used in these By-Laws, means those votes, Parcel Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Chapter 2
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, one class consisting of the Parcel Owners and one class consisting of the Founder, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3. Association Meetings.

(a) ***General***. Association meetings shall be open to all Parcel Owners. The Board may regulate Parcel Owners' participation in discussions at meetings; provided after the Founder Control Period, at any regular or special meeting, Parcel Owners must be given an opportunity to make comments during a designated time. If the meeting agenda is limited to specific topics, Parcel Owners' comments may be limited to those topics. Notwithstanding the above, there must be at least one meeting per year at which Parcel Owners may comment on any topics relevant to Association matters.

Except in an emergency, as defined in the Nevada Uniform Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et. seq.* (as amended from time to time, the "**Act**"), Parcel Owners may not take action at an Association meeting on any item not listed in the agenda for the meeting.

The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

(b) ***Annual Meetings***. The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) ***Special Meetings***. The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon written petition of Parcel Owners representing at least five percent of the total votes in the Association.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Parcel Owners shall deliver or cause to be delivered to each Parcel Owner entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting. The notice also shall state the right of any Parcel Owner to: (a) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy, and (b) speak to the Association of the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.3108 of the Act. In the case of a special meeting or when otherwise required by statute, the Charter, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.5, at least 10 but not more than 60 days before the date of such meeting. Notice of any meeting at which an assessment for a capital improvement or the commencement of a civil action is to be considered

shall be given at least 21 calendar days prior to the meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Parcel Owner may waive, in writing, notice of any Association meeting, either before or after such meeting. A Parcel Owner's attendance at a meeting shall be deemed a waiver by such Parcel Owner of notice of the time, date, and place thereof, unless the Parcel Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Quorum; Adjournment of Meetings.

Except as these By-Laws, the Charter, or the Articles may otherwise provide, the presence of Parcel Owners representing at least 25% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Parcel Owners representing a majority of the total eligible votes cast shall constitute the action of the Parcel Owners.

If any Association meeting cannot be held because a quorum is not present, the Parcel Owners representing a majority of the votes present at such meeting may adjourn the meeting to a time at least 15 but not more than 30 days from the scheduled date of the original meeting.

If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Parcel Owners of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

At the reconvened meeting, the quorum requirement shall be reduced to the presence of Parcel Owners representing at least 20% of the total votes in the Association. If a quorum is present at the reconvened meeting, any business may be transacted that might have been transacted at the meeting originally called.

Parcel Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Parcel Owners to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

The voting rights of the Parcel Owners shall be as set forth in the Charter and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Parcel Owners may vote in person, by proxy, or by written ballot in accordance with such rules and procedures as the Board may adopt.

2.8. Proxies.

On any matter to be voted on by the Parcel Owners, each Parcel Owner may vote in person or by proxy, subject to the limitations of Nevada law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Parcel for which it is given, signed by the Parcel Owner or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover the entire vote which the Parcel Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later

dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Parcel for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Parcel Owner who is a natural person, or (c) the date of the meeting for which it was originally executed, unless a shorter period is specified in the proxy.

2.9. Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

Meeting minutes or a summary of the meeting minutes shall be made available to the Parcel Owners within 30 days after the date of each meeting. A copy of such minutes or summary of minutes shall be provided to a Parcel Owner upon request; provided, the Board may require a requesting Parcel Owner to pay the cost of providing such copy.

2.10. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Parcel Owners may be taken without a meeting, without prior notice, and without a vote if Parcel Owners representing at least the minimum number of votes in the Association necessary to authorize such action if such action was taken at a meeting that all Parcel Owners entitled to vote on such matter were present and voted, sign a written consent specifically authorizing the proposed action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Association. Such consents shall be filed with the Association's minutes and shall have the same force and effect as a vote of the Parcel Owners at a meeting.

Chapter 3
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors need not be Parcel Owners or occupants of a Parcel.

3.2. Number of Directors.

The Board shall consist of at least three directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) ***Initial Board***. The initial Board shall consist of three directors appointed by the Founder and identified in the Articles of Incorporation. The initial directors shall serve until their successors are appointed or elected as provided in this Section.

(b) ***Directors During the Founder Control Period***. Except as otherwise provided in this subsection, the Founder may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Parcel Owners other than the Project Owner shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Parcel Owners are referred to as "**Owner Directors**").

Within 30 days after the time that Persons other than the Project Owner, the Founder, or Parcel Developers hold title to 25% of the total Parcels intended to be included within Union Park under the Master Plan, or whenever the Founder earlier determines, the President shall call for an election by which the Parcel Owners shall be entitled to elect one director. The Parcel Owners other than the Project Owner shall elect such director "at-large." The remaining directors shall continue to be appointees of the Founder.

For purposes of this Section, title to a Parcel for which a Parcel Association is created shall be deemed held by Persons other than the Project Owner, the Founder, or a Parcel Developer at such time as the board of directors for such Parcel Association is elected by the Sub-Unit Owners of Sub-Units within such Parcel, as opposed to the Parcel Developer.

The Owner Directors elected pursuant to this Section 3.3(b) shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.3(c)(i), a successor shall be elected for a like term.

(c) ***Directors After the Founder Control Period***.

(i) Within 30 days after termination of the Founder Control Period, the Board shall be increased to five directors and the President shall call for an election by which the Parcel Owners shall be entitled to elect five Owner Directors as follows:

- One director shall be elected by Parcel Owners casting votes associated with residential Sub-Units within the Parcels ("**Residential Director**").

- One director shall be elected by Parcel Owners casting votes associated with hotel use on the Parcels ("**Hotel Director**").

- One director shall be selected by the Parcel Owners on which non-profit uses are predominant ("**Non-Profit Director**").

- One director shall be elected by Parcel Owners casting votes associated with (i) Parcels on which the predominant use is office or (ii) Parcels on which the predominant uses is casino/gaming ("**Commercial Director**").

- One director shall be elected by Parcel Owners casting votes associated with retail use within the Parcels ("**Retail Director**").

If a Parcel only has votes under the Charter as an undeveloped Parcel, the Parcel Owner casting votes for such Parcel shall cast votes for the Director based on the predominant land use for which such Parcel has been designated under the Master Plan.

If a Parcel or a portion thereof does not fall within any of the above categories, the Parcel Owner casting votes for such Parcel or portion thereof shall cast votes for the Commercial Director. If no Parcel or portion thereof falls into a category described above, then an additional Commercial Director shall be elected by Parcel Owners entitled to elect the Commercial Director to fill such vacant position.

Notwithstanding the voting provisions set forth elsewhere in the Governing Documents, each Parcel shall be assigned one or two votes for purposes of electing directors, without regard to Equivalent Units, as provided in this paragraph. Each Parcel shall cast a vote for a director based on the predominant use (according to square footage) of the Parcel (*e.g.* if the predominant use of the Parcel is residential, the Parcel's vote shall be cast for the Residential Director). In addition, if retail is not the predominant use of a Parcel, but the Parcel contains more than 10,000 square feet of retail space, then that Parcel will be entitled to cast an additional vote for the Retail Director.

During the Development and Sale Period, the Founder shall initially determine which Parcels, or portions of Parcels, fall into which use categories. The Founder shall make such determination on the intended uses in accordance with the Master Plan or based upon actual use. Thereafter, the Board shall make such determination in the exercise of its reasonable discretion; provided the classification of a Parcel or any portion of a Parcel shall not be changed once established unless there has been a change in use.

(ii) In order to establish staggered terms among the directors, the initial Residential Director, Hotel Director, and Non- Profit Director shall serve until the second annual meeting following their election. The remaining directors initially elected pursuant to subsection (c)(i) shall serve until the third annual meeting following their election. Thereafter, upon expiration of the term of office of each Owner Director, the Parcel Owners entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

(iii) Notwithstanding the references to Parcel Owners in Section 3.3(c) above: (A) for each predominant use of a Parcel which is organized as a condominium association, its vote for a director shall be cast by the board of directors of such condominium association, notwithstanding that such condominium association may not be a Parcel Owner, as defined in the Charter; and (B) in the case of a mixed-use Parcel where the retail use is entitled to a vote in addition to the vote assigned to the predominant use of the Parcel, the vote for the retail use shall be cast by the owner of the retail space within the Parcel rather than the Parcel Owner, if different. If there is more than one retail owner within the Parcel, the retail vote shall be cast by the Parcel Owner of

the Parcel based upon a polling of the retail Sub-Unit Owners within the Parcel.

The Persons entitled to cast votes for particular use categories are generally referred to in these By-Laws as "**Electors**"

3.4. Nomination and Election Procedures.

(a) ***Nomination of Candidates***. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by a vote of the Electors.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Board member, and two or more Electors or representatives of Electors.

In preparation for each election, the Nominating Committee, if created, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Electors at such election. The Nominating Committee shall nominate separate slates for the directors to be elected from particular uses within Union Park. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Electors and to solicit votes.

(b) ***Election Procedures***. At each election, voting shall be by written ballot cast by mail, facsimile transmission, electronic mail, or at a meeting, as the Board determines, or by any other method permitted by Nevada law. Each Elector may cast the vote assigned to its Parcel for each position to be filled from any slate of candidates on which such Elector is entitled to vote. Under no circumstances shall cumulative voting be permitted in any election of directors.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of the Electors holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Electors, the Electors entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

To the extent permitted under the Act, at any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who (a) has three consecutive unexcused absences from Board meetings; (b) is more than 30 days delinquent (or represents a Parcel which is so delinquent) in the payment of any assessment or other charge due the Association; or (c) fails to cure a violation of the Governing Documents pertaining to the property within Union Park that he or she owns or occupies after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Electors entitled to fill such directorship shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder shall appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 30 days following each annual Association meeting at such time and place as the Board shall fix for the purpose of electing officers and providing for such other organizational functions as deemed appropriate.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The Board shall hold special meetings when called by written notice the President, Vice President, or any two directors sign.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, the items on the agenda for such meeting. The notice also shall state the right of any Parcel Owner to: (i) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy; and (ii) speak to the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.31083 of the Act. Except in an emergency, at any meeting, the Board may act only on items included in the agenda.

(b) Except in an emergency, the Board shall notify the Parcel Owners and the directors of each Board meeting at least 14 days before the date of the meeting by either: (i) mailing notice of the meeting to each Parcel Owner by United States mail; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means that is circulated to each Parcel; or (iii) with the consent of the Parcel Owners by facsimile or electronic mail.

In the event of an emergency, the Association shall cause notice to be sent in the manner provided under Section 116.31083(3) of the Act.

(c) Transactions at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

3.11. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the

directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Nevada law, these By-Laws, or the Charter specifically provide otherwise. Directors shall not vote by proxy nor shall a director's proxy be considered for the purpose of establishing a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

3.12. Conduct of Meetings.

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13. Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to all Parcel Owners and Electors, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to the extent permitted by Nevada law. The Board shall meet in executive session if requested by a Person who may be subject to a fine, penalty, or other form of discipline, and such Person shall be entitled to attend such executive session. The President may adjourn any Board meeting and reconvene in executive session for any purpose permitted under Section 116.31085 of the Act.

3.14. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken and with the number of signatures required by applicable law. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.15. Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Nevada law require to be done and exercised by the membership.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Parcel Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting such assessments from the Parcel Owners and other Persons responsible for paying shared expenses pursuant to any agreement or recorded covenant;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common

Responsibility consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf and in the Association's name in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(f) making and amending Rules in accordance with the Charter;

(g) opening bank accounts on the Association's behalf and in the Association's name and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Parcel Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping a detailed accounting of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Parcel, any Parcel Owner, and the holders, insurers, and guarantors of any Mortgage on any Parcel, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 7.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Nevada law, the Articles and these By-Laws.

3.17. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

The Board may create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems

appropriate. At a minimum, the Code of Ethics shall require each officer and director to conduct himself or herself in a manner consistent with the Board Standards described in Section 6.1. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

Chapter 4
Officers

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Vice President.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Parcel Owners, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose as long as such duties are not inconsistent with these By-Laws.

(a) ***President***. The President shall be the Association's chief executive officer. The President (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Nevada; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

(b) ***Secretary***. The Secretary (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Parcel Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

(c) ***Treasurer***. The Treasurer shall have primary responsibility for preparing the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all duties incident to the office of Treasurer.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Chapter 5

Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three but no more than five Persons who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Chapter 8 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Parcel Owners within any Service Area, if any, which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Parcels in Union Park. A Service Area Committee, if elected, shall consist of no more than three representatives of the property within the Service Area.

Elections of Service Area Committees may be held by written ballot sent to all Parcel Owners of Parcels within the Service Area, or at a meeting of the Parcel Owners within the Service Area, as the Board determines. The Board or any Parcel Owner of a Parcel in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Parcels in the Service Area and their representatives.

Chapter 6

Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Nevada law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the Association and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Nevada law.

6.2. Liability.

(a) A director shall not be personally liable to the Association, any Parcel Owner, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 6.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which he or she reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he or she has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of property within Union Park); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be owners of property within Union Park).

6.3. Indemnification.

Subject to the limitations of Nevada law, the Association shall indemnify, defend, and hold harmless every officer, director, and committee member for, from, and against all damages and

expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Nevada law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in the Nevada Revised Nonprofit Corporation Act, NRS §82.006, *et. seq.*, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

Chapter 7

Management and Accounting

7.1. Compensation of Directors and Officers.

The Association shall not compensate directors and officers for acting as such unless Parcel Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

7.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the first quarter following the year in which the first Parcel is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Parcel Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for review by Parcel Owners within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

7.4. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Parcel Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.5. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Union Park. The Board shall consent to any common management agreement.

7.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

Chapter 8

Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 10 days to present a written request for a hearing to the Board or the Covenants Committee (if one has been appointed pursuant to Chapter 5), and (d) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice; provided, prior to imposing a fine against a Parcel Owner, the Board shall schedule and hold a hearing, to the extent required in accordance with Section 116.31031 of the Act, and the Parcel Owner against whom the fine will be imposed shall be provided a reasonable opportunity to prepare for and be present at such hearing.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction.

Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any Person. Except in the event of the imposition of a fine, in which case the Board shall schedule and hold a hearing to the extent required in accordance with Section 116.31031 of the Act, if a timely request for a hearing is not made, the sanction stated in the notice may be imposed without a hearing; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Chapter, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

Notwithstanding the above, prior to imposing a fine, the Board shall provide the alleged violator with such notice of the existence of the Governing Document provision and the alleged violation as is required under Section 116.31031(2) of the Act.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period or if a hearing is otherwise required under Section 116.31031 of the Act, the hearing shall be held in executive session before the Covenants Committee or, if no Covenants Committee has been appointed, before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes

of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (*i.e.*, the Board's or Committee's decision) and the sanction, if any, to be imposed.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. Appeal.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 14 days after the hearing date.

Chapter 9

Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law or the Governing Documents.

9.3. Conflicts.

If there are conflicts among the provisions of Nevada law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Nevada law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.4. Books and Records.

(a) ***Turnover of Books and Records***. Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property, books and records of the Association.

(b) ***Inspection by Members and Mortgagees***. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Parcel, any Parcel Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Parcel: the Governing Documents, the membership register, books of account, the minutes of meetings of the Parcel Owners, the Board, and committees, and any other records as required by Nevada law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within Union Park as the Board shall designate.

(c) ***Rules for Inspection***. The Board shall establish rules with respect to:

(i) the frequency and manner of inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(d) ***Inspection by Directors***. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

9.5. Notices.

(a) ***Form of Notice and Method of Delivery***. Except as otherwise provided in the Charter or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by

facsimile or electronic mail with written confirmation of transmission.

(b) ***Delivery Address***. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Parcel Owner, at the address, telephone facsimile number, or e-mail address which the Parcel Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Parcel of such Owner;

(ii) if to a Parcel Association, the Parcel Association's board of directors, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Parcel Association or its managing agent, or at such other address as the Parcel Association shall designate by notice in writing to the Parcel Owners pursuant to this Section;

(iii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Parcel Owners pursuant to this Section; or

(iv) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) ***Effective Date***. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment.

(a) ***By Founder***. Until termination of the Founder Control Period, the Founder may unilaterally amend these By-Laws for any purpose; provided, no amendment that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing; and provided, further, no unilateral amendment by the Founder may materially adversely effect the substantive rights of Parcel Owners who are the owners of more than 10% of the total acreage comprising the Parcels.

(b) ***By the Board***. The Board may unilaterally amend these By-Laws if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (iii) to satisfy the requirements of any local, state, or federal governmental agency; or (iv) as necessary to clarify or correct technical, typographical, or scrivener's errors. However, no amendment under this paragraph that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing.

(c) ***By Parcel Owners***. Except as otherwise specifically provided above and elsewhere in these By-Laws, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing 67% of the total votes in the Association. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) ***Validity and Effective Date of Amendments***. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of Founder or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Union Park Master Association, Inc., a Nevada nonprofit corporation;

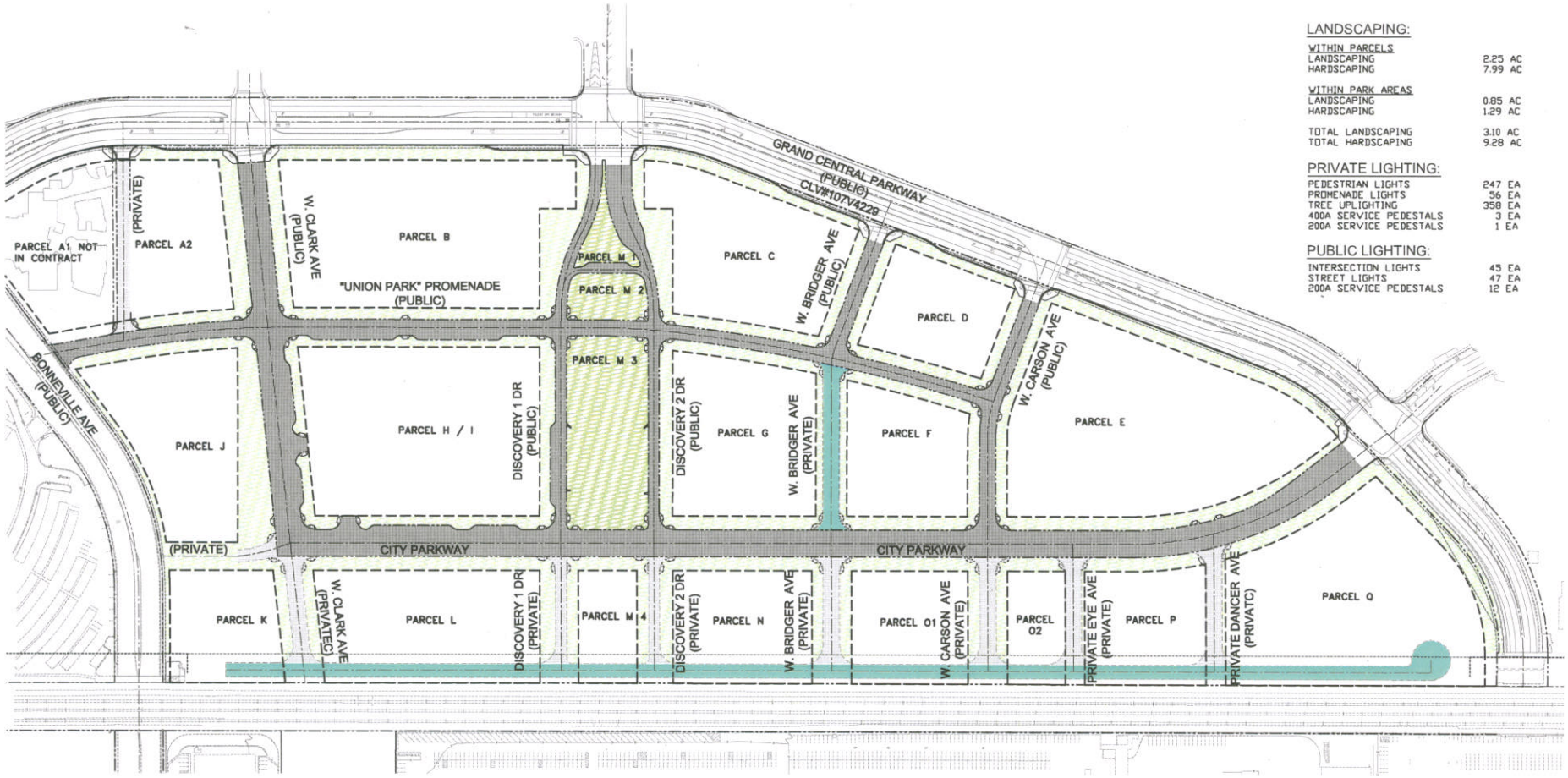
That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 20__.

_____[SEAL]
Secretary

5710.01/Bylaws/tfw

Exhibit F Perimeter Areas



LANDSCAPING:

WITHIN PARCELS	
LANDSCAPING	2.25 AC
HARDSCAPING	7.99 AC
WITHIN PARK AREAS	
LANDSCAPING	0.85 AC
HARDSCAPING	1.29 AC
TOTAL LANDSCAPING	3.10 AC
TOTAL HARDSCAPING	9.28 AC

PRIVATE LIGHTING:

PEDESTRIAN LIGHTS	247 EA
PROMENADE LIGHTS	56 EA
TREE UPLIGHTING	358 EA
400A SERVICE PEDESTALS	3 EA
200A SERVICE PEDESTALS	1 EA

PUBLIC LIGHTING:

INTERSECTION LIGHTS	45 EA
STREET LIGHTS	47 EA
200A SERVICE PEDESTALS	12 EA

GRAPHIC SCALE

(IN FEET)

LEGEND:

- PARK AREA
- LANDSCAPE AND WALKWAY AREA
- PUBLIC ROAD
- PRIVATE ROAD
- SPECIAL SERVICE AREA TO BE MAINTAINED BY UPMA

UNION PARK MASTER ASSOCIATION EXHIBIT
May 23, 2008

Kimley-Horn and Associates, Inc.

EXHIBIT "G"

Retail Use Allocation Schedule

Union Park Master Association
Retail Uses by Location

This schedule is to create certain retail zones within Union Park in an effort to spread pedestrian and vehicular traffic around the community and to limit certain retail uses to certain zones. To petition a prohibited use in a particular location, an application must be made to, and approved by, the Union Park Masters Association (UPMA). This document only regulates retail uses for businesses with store fronts that have direct street access within Union Park and/or display windows that front on Union Park Streets. It is not the intent of this document to restrict retail within enclosed malls, office buildings, or hotels where the entrance to multiple vendors is through a common entrance and such businesses also do not have display windows on Union Park Streets.

The recommended minimum but not mandatory operating hours of street level retail shops are 10:00 a.m. until 6:00 p.m. Various retail uses may open earlier or later or stay open later than the recommended times and may close during holidays. Street level retail uses are encouraged to stay open during UMPA special events. All street level retail and commercial uses are required to post hours of operation in their street frontage window or door.

Medical District *(Blocks A1, A2, J, K, and the portion of blocks B, H/I, & L that front along W. Clark)*

Merchandising Goal: To provide retail goods and services for the daytime population while encouraging an after work / late night atmosphere.

Desired Uses:

- **Cafes***
- **Restaurants***
- **Supper Clubs***
- **Coffee Shop***
- **Brew Pubs**
- **Urban Lounges**
- **Taverns**
- **Office Services / Mailbox Services**
- **Office Supply Retail**
- **Drug Stores / Prescription Services**
- **Storefront professional services that have a retail component visible from the street (eg. Optician, Day Spa, Beauty Salon, etc.)**
- **Banks**
- **Convenience Markets up to 5000 square feet**
- **Museums**
- **Music related goods and services (only on block H/I)**
- **Theaters**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Clark/Promenade intersection.**

Prohibited Uses:

- **Professional Storefronts without retail services**
- **Designers/Interior Decorators**

- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers (unless part of a Day Spa)**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Personal Care Retail (unless part of a Beauty Salon)**
- **Wine Bar (not to be confused with liquor service in a restaurant)**
- **Wine Shops**
- **Grocery Stores over 5000 square feet**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Areas Fronting on Promenade at Blocks B, H/I)*

Merchandising Goal: To provide uses catering to the residents and their Union Park Home, while attracting customers from the World Market Center and to create an arts & design related district

Desired Uses:

- **Art Galleries**
- **Coffee House***
- **Café***
- **Museum (only on block H/I)**
- **Designers/Interior Decorators**
- **Upscale Antiques**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Book Stores**
- **Music related goods and services**
- **Performing Arts Center Gift Shop (only on block H/I)**

***Due to parking limitations on Block H/I, It is recommended that no more than one of restaurant, supper club, café, or coffee house be incorporated into the leasing program for this block.**

Prohibited Uses:

- **Professional offices/Services**
- **Financial Services or Banks**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Eyeglass or Sunglass stores**

- **Personal Care Retail**
- **Liquor Stores and/or Wine Shops**
- **Day Spas**
- **Beauty Salons**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Convenience Markets**
- **Theaters**
- **Night Clubs**
- **Nail Salons**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Blocks C, D, F, & G)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House**
- **Restaurants* / supper clubs* / Café***
- **Wine bar**
- **Wine Shops and Fine Spirits**
- **Tobacco Sales and Consumption**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Movie Theaters**

- **Night clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Bridger/Promenade intersection.**

Grand Central Gateway *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M1)*

Merchandising Goal: To provide a signature entrance into Union Park from Grand Central Parkway

Desired Uses:

- **Iconic Restaurant**
- **Museum**
- **Gallery**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **National high-end specialty retailer**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA Charter**

Grand Central Gateway Extension *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / supper clubs**
- **Wine bar**
- **Wine Shops**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**

- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Theaters**
- **Night Clubs**
- **Items specifically prohibited per UPMA Charter**

Discovery Avenue *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2 and Portions of Blocks G, H/I along Discovery Avenue adjacent to Parcel M3)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage and services and specialty retail

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Specialty Foods (Non Supermarket)**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Jewelry**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / Supper clubs / Hotel Lobby Bar**
- **Wine Shops and Fine Spirits**
- **Day Spa or Beauty Salon**
- **Hotel**
- **Lounges and Taverns**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Movie Theaters**
- **Night Clubs**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Items specifically prohibited per UPMA Charter**

Symphony Park *(Blocks M2, M3)*

Merchandising Goal: To provide a casual setting with the use of small kiosks for guests at the Park to enjoy food and beverage.

Permitted Uses*:

- **Coffee/Tea**
- **Wine & Cheese Bar**
- **Ice Cream**
- **Chocolate**
- **Quick Service Food which require very limited on-site prep such as bagels, sandwiches, salads**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA**

***Such permitted uses will only be allowed in designated kiosks and/or from mobile vendor carts as may be allowed per the rules and regulations of Symphony Park.**

City Parkway *(Blocks H/I, F, G, L, N, O1, O2)*

Merchandising Goal: To provide daily goods and services to the residents and employees at Union Park

Desired Uses:

- **Grocery Store (east side of street only)**
- **Drug Store (east side of street only)**
- **Dry Cleaners**
- **Nail Salon**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Banks**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Restaurants / Supper Clubs / Taverns**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Movie Theaters**
- **Night Clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

Casino District *(Blocks P,Q)*

Merchandising Goal: To provide nighttime and entertainment uses expected in Las Vegas

Desired Uses:

- **Taverns**
- **Supper Clubs**
- **Casino**
- **Restaurants**
- **Theatres**
- **Night Clubs**
- **Hotel related retail**
- **High-end Department Store (not discount such as Kohl's, Target, Wal-Mart, etc.)**

Prohibited Uses:

- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores**
- **Fast Food Restaurants**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - Promenade)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Retail Jewelry**
- **Upscale collectibles**
- **Galleries**
- **Banks**
- **Investment Brokerage**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores other than wine shops and fine spirits**

- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - City Parkway)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Banks**
- **Investment Brokerage**
- **Convenience Stores**
- **Dry Cleaners**
- **Drug Stores / Prescription Services**
- **Nail Salons**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Grocery Stores**

- **Pet Stores**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

EXHIBIT "H"

Controlled Expenditure Items

EXHIBIT H TO COMMUNITY CHARTER FOR UNION PARK
UPMA COST BUDGET (Controllable Items Only)

	2012
ADMINISTRATIVE	
Lease	$ 26,225
Equipment Lease	$ 6,556
Equipment Maintenance	$ 1,574
Supplies	$ 2,623
Salaries/Benefits	$ 210,075
Licenses, Fees, Permits (Admin only)	$ 2,732
Utilities - Elec., gas, water/sewer	$ 6,556
Telephone/Cable/DSL service	$ 2,623
Cell Phones/radios	$ 3,278
Maintenance - Cleaning	$ 3,278
Payroll Processing Fees	$ 1,967
Legal	$ 3,278
Year End Tax Return and Audit	$ 5,464
Postage	$ 2,732
Travel and Entertainment	$ 2,623
Printing	$ 3,278
Misc. Expense	$ 3,278
Professional Fees	$ 2,185
LEGAL	
Legal Fees	$ 32,782
HOA MGT & CONTRACT SERVICES	
Security	$ 472,058
Golf Carts	$ 1,311
Management, Accounting, and Compl.	$ 60,000
MARKETING, ADVERTISING, PR & EVENTS	
Marketing, Advertising, PR & Events	$ 895,500
RESERVES	
Annual Reserve Study Fees	$ 3,278
Annual Update Reserve Study Fees	$ 1,093

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $68,018,490.42
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 12/16-12/31/08

City of Las Vegas

Summary of Cash Expenditures

For period of 12/16-31/08

Total Services & Materials Checks :	**$25,914,305.14**
Total Services & Materials EFT Payments :	**$2,465,990.90**
Total Wire Transfers:	**$32,845,668.29**
Total Payroll Checks:	**$6,792,526.09**
Grand Total:	**$68,018,490.42**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Candace Falder
Acting Director of Finance

Beverly K. Bridges, CMC
City Clerk

On January 21, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Nevada Gay Rodeo Association, Location: Focus in Southern Nevada, 1140 Almond Tree Lane, Suite 306, Date: January 31, 2009, Type: Special Event General, Event: Fundraising Event to raise money for HIV/Drug Awareness, Responsible Person in Charge: Anthony Clark - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 12:00 p.m. - 5:00 p.m. Estimated attendance is 75. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, BRH Gaming LLC, db at BRH Gaming LLC, 235 South Main Street, Bobby R. Harris, Mgr, Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Non-restricted Gaming License. Opening for one day to preserve gaming rights.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Crawford Coin, Inc., db at Green Valley Grocery 44, 251 North Nellis Boulevard, Richard T. Crawford - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an increase in the number of slot machines for a Non-restricted Gaming License from 20 to 30 subject to the provisions of the planning and fire codes, Pugdawgs, LLC, dba Legends Casino, 1966 North Rainbow Boulevard, Steven Spickler, Mgr, 100% - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an increase in the number of slot machines for a Non-restricted Gaming License from 20 to 30.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Apollo Market, 1600 North Jones Boulevard - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Burglar Alarm Service License subject to the provisions of the planning and fire codes, Crime Busters of Nevada, Inc., dba ASAP Security, From: 4780 West Harmon Avenue, Suite 4, To: 3170 Polaris Avenue, Suite 4, Jessica Perdichizzi, 50% and John Perdichizzi, 50% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Burglar Alarm Service License, Kinsley Enterprises, LLC, dba Kinsley Enterprises, LLC, 2780 Our Road, Gary J. Miller, Mgr, 50% and Cynthia K. Miller, 50% - Pahrump

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for an Astrology License and a Psychic Arts and Science License, Kerry Fezza, dba Kerry Fezza, From: 6848 West Charleston Boulevard, To: 7524 Tumbling Street, Kerry Fezza, 100% - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Astrology License and a Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Modification No. 1 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($2,675,225 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,675,225
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On January 16, 2008 City Council approved award of Bid for the widening of MLK Blvd. This award also included upgrades to the traffic signals, median islands and other related work in the amount of $24,159,146.55. This modification will cover the cost to relocate utilities underground, provide security to Bonanza Wall residents, increase the material quantities related to the widening of the street section and provide for a time extension of 89 calendar days. Funding for this modification is being provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Guy Wells - (702) 876-0659

RECOMMENDATION:
That City Council approve Modification No. 1 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue to Wells Cargo, Inc. in the amount of $2,675,225 which brings the total cost of the project to $26,834,371.55. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 090113-DC, Construction Management Agreement for Rampart Trail Phase I, Rampart Trail Phase II, and Angel Park Trailhead located along Rampart Boulevard from Westcliff Drive to Summerlin Parkway - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($431,762 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Steinman)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $431,762
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for a consultant to provide construction management services to include review of contractor documents, contract administration, change order negotiations and execution, and monitoring and documenting construction progress in connection with the Rampart Trail Phase I, Rampart Trail Phase II, and Angel Park Trailhead project. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is being provided by the Southern Nevada Public Land Management Act (SNPLMA).

PCC: D. Collins
POC: Brian Norris - (702) 870-2130

RECOMMENDATION:
That City Council approve Agreement No. 090113-DC, Construction Management Agreement for Rampart Trail Phase I, Rampart Trail Phase II, and Angel Park Trailhead to Jacobs Engineering Group, Inc. in the amount of $431,762. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Name **Jacobs Field Services North America Inc.**	**CM Inspection Services for Angel Park Trails Project**
Address **2500 N. Buffalo Drive, Suite 110**	
Telephone **702-870-2130**	

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Jacobs Engineering Group Inc.	1111 S. Arroyo Parkway P.O. Box 7084 Pasadena, CA 91109-7084	626-578-3500

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

September 23, 2008
Date

Subscribed and sworn to before me this 23rd day of September, 2008

_____
Notary Public

TERI A. CRACRAFT
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-25-2009
Certificate No: 97-4776-1

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090107, Prime Design Services Agreement for MLK/Industrial Connector Alternatives Study located along Charleston Boulevard from I-15 to Grand Central Parkway, Bonneville between Martin Luther King Drive and Grand Central Parkway and the proposed South Grand Central Parkway Connector from Discovery Drive to Main Street connector - Department of Public Works - Award recommended to: C A GROUP, INC. ($112,640 - Road and Flood Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $112,640
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The consultant will provide a transportation study that will develop traffic volumes, identify and compare roadway alternatives, and develop cost estimates for an alternative alignment to the Martin Luther King/Industrial Connector over I-15. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is being provided by the Regional Transportation Commission Gas Tax.

PCC: T. Fernandez
POC: James Caviola - (702) 685-5945

RECOMMENDATION:
That City Council approve the award of Contract No. 090107, Prime Design Services Agreement for MLK/Industrial Connector Alternatives Study to C A Group, Inc. in the amount of $112,640. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
	C A Group, Inc
Name	2785 S Rainbow Blvd
Address	(702) 685-5945
Telephone	26-2278684
EIN or DUNS	

Block 2	**Description**
	Identify and compare roadway alternatives for the MLK/Industrial Connector.
RFP #	NA

Block 3	**Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James Caviola, President	2785 S. Rainbow Blvd, LV 89146	702.685.5945
2.	Chad Anson, VP, Secretary, Treasurer	2785 S. Rainbow Blvd, LV 89146	702.685.5945
3.	VTN Nevada	2727 S. Rainbow Blvd, LV 89146	702.873.7550
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2010

Subscribed and sworn to before me this 2nd day of December, 2008

Notary Public

Name

12/2/08
Date

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090086, Security and Operations Support Services located at the Neonopolis Parking Garage, 450 East Fremont Street - Department of Field Operations - Award recommended to: FREMONT STREET EXPERIENCE PARKING CORPORATION ($220,774 - Municipal Parking Enterprise Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $220,774
Funding Source: Municipal Parking EF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
This contract is to provide continued security and operations support services at the Neonopolis parking garage. Additionally, the contract provides for revenue management from money collected at toll booth, reporting and provides for maintenance and repair of video and alarm security equipment. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), items which may only be contracted from a sole source.

PCC: T. Fernandez
POC: Linda Rienzo - (702) 678-5720

RECOMMENDATION:
That City Council approve the award of Contract No. 090086, Security and Operations Support Services to Fremont Street Experience Parking Corporation from December 1, 2008 through November 30, 2009 with two one-year renewal options in the annual amount of $220,774. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Name **Fremont Street Experience LLC**	**Security and Operations Support Services**
Address 425 Fremont Street LV NV 89101	
Telephone 678-5600	
EIN or DUNS	

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Vintage Vegas Gaming, Inc	138 E. Fremont, LV. NV 89101	702-382-1600
2.	Barden Nevada Gaming	301 Fremont, LV NV 89101	702-388-2400
3.	Four Queens Expenence, Inc	202 Fremont, LV NV 89101	702-385-4011
4.	Golden Gate Expenence	1 Fremont, LV, NV 89101	702-385-1906
5.	Sam-Will, Inc.	200 E. Fremont, LV NV 89101	702-385-3232
6.	Golden Nugget Expencnce LLC	129 Fremont, LV, NV 89101	702-385-7111
7.	Tamares Real Estate Investments, LLC	1500 Broadway 34th Floor, NY, NY 10036	212-302-9094
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

State of NV
County of Clark

1/5/2009
Date

Subscribed and sworn to before me this 5th day of January, 2009 by Jeff Victor.

Notary Public

Megan E. Conklin
Notary Public, State of Nevada
Cert#. 05-96372-1
Commission Exp 4-16-2009

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090109, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, INC. ($599,138 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $599,138
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for the inspection, evaluation, prioritization and recommendation for approximately 22 miles of Clark County Regional Flood Control facilities maintained by the City to identify immediate and potential problems within the storm drain system to ensure that facilities are being operated in compliance with Federal, State and City guidelines. Funding for this project is provided by the Regional Flood Control District.

PCC: T. Fernandez
POC: Robert Swenson - (702) 360-1044

RECOMMENDATION:
That City Council approve the award of Contract No. 090109, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle to Project Engineering Consultants, Ltd. from date of award through February 1, 2014 for a total amount of $599,138. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Contracting Entity
PROJECT ENGINEERING CONSULTANTS, LTD.
285 E. Warm Springs Rd., No. 108 **Las Vegas, NV 89119**
(702) 360-1044
EIN or DUNS: 860466210

Description
Contract for the "Storm Drain Condition Assessment Program: 5 Year Cycle"
Contract No.

Type of Business

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

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Larry M. Maldonado Chairman: Board of Directors	2310 W. Mission Lane, No. 4 Phoenix, AZ 85021	(602) 906-1901
2.	Steve L. Mortensen Chief Executive Officer	2310 W. Mission Lane, No. 4 Phoenix, AZ 85021	(602) 906-1901
3.			
4.			
5.			
6.			
7.			
8.			

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

DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

State of Nevada
County of Clark

Name

October 29, 2008
Date

Subscribed and sworn to before me this 29th day of October, 2008 by Robert Swenson

Notary Public

INGRID D. FRIEDLAND
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90008-1
MY APPT. EXPIRES JUNE 17, 2012

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE BASTIAN, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the annual Nevada Law Foundation (NLF) Expanding Legal Services to the Disadvantaged grant monies for the Senior Citizens Law Project (SCLP) to provide legal services to senior citizens 60 years of age and older throughout Clark County ($75,000 Special Revenue Fund-No Match Required) - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $75,000.00
Funding Source: Special Revenue Fund/Nevada Law Foundation
Dept./Division: Leisure Services/Senior Citizen Programs

PURPOSE/BACKGROUND:
These monies will allow the SCLP to continue to provide legal services to senior citizens 60 years of age and older throughout Clark County. The SCLP has been the recipient of a grant award from the Nevada Law Foundation (NLF) since 2004 with this award of $ 75,000 being the largest amount to date. The NLF is awarding these monies to be utilized to supplement general operating expenses, travel and training in elder law, and the hiring of 1-2 hourly professionals to assist in the delivery of legal services. By supplementing the SCLP's operating expenses, the SCLP will continue to provide legal services to residents of Clark County aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives. Particular attention is devoted to persons who are in the greatest social and economic need.

RECOMMENDATION:
Staff recommends City Council approval.

BACKUP DOCUMENTATION:
1. Notification of Grant Award letter from the Nevada Law Foundation
2. Supplemental letter from the Nevada Law Foundation dated 12/23/2008

NEVADA LAW FOUNDATION

BOARD OF TRUSTEES:
Chairperson:
Carolyne Myers, Esq.

Secretary/Treasurer:
Nelson Mackenna

Trustee:
Vince Consul, Esq.
Robert T. Eglet, Esq.
Sarah Guindy
David C. McElhinney, Esq.
Robert Maddox, Esq.
Roberta Prutzman
Matthew Sharp, Esq.

Ex Officio Trustee:
David Thronson

EXECUTIVE DIRECTOR:
Suzan Baucum, Esq.

December 23, 2008

City of Las Vegas Senior Citizens Law Project
Attn: Sheri Vogel
310 South Ninth Street, 2nd Floor
Las Vegas, NV 89101

Dear Sheri:

This award letter is to inform you that the amount of your 2009 grant is in the amount of $75,000. You will be pleased to see that this amount represents the largest grant award to date for the SCLP.

The Nevada Law Foundation is pleased to be a supporter of The City of Las Vegas and the Access to Justice Commission. The Nevada Law Foundation's goal is to assist valuable programs in expanding the delivery of vital services to the legally disenfranchised.

These monies were granted for the following purpose:

- General operating expenses
- Training and travel
- Funding of 1 – 2 hourly professional positions to be funded for Jan-Dec 2009 for delivery of service.

We thank you for your efforts, and look forward to your report in June.

Sincerely,

Suzan Baucum, Esq.
Executive Director

500 SOUTH SEVENTH STREET · LAS VEGAS, NEVADA 89101 · (702) 384-1204 · FAX (702) 384-4149

NEVADA LAW FOUNDATION

BOARD OF TRUSTEES:
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Carolyne Myers, Esq.

Secretary/Treasurer:
Nelson Mackenna

Trustee:
Vince Consul, Esq.
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David C. McElhinney, Esq.
Robert Maddox, Esq.
Roberta Prutzman
Matthew Sharp, Esq.

Ex Officio Trustee:
David Thronson

EXECUTIVE DIRECTOR:
Suzan Baucum, Esq.

December 23, 2008

City of Las Vegas Senior Citizens Law Project
Attn: Sheri Vogel
310 South Ninth Street, 2nd Floor
Las Vegas, NV 89101

Dear Sheri:

Please find enclosed check number 4943 in the amount of thirty seven thousand dollars ($37,000.00), which represents your first half disbursement for 2009.

Before receiving the second half of your grant disbursement, an interim report of the first six months' activities will be due to the Foundation no later than June 11, 2009. Additional reports may be requested by the Foundation on a case by case basis. ***Late reports will result in no further funding from the Foundation.***

If you have any questions or if I may provide you with any additional assistance, please do not hesitate to contact me.

Sincerely,

Suzan Baucum, Esq.
Executive Director
SB:md

Enclosure

500 SOUTH SEVENTH STREET · LAS VEGAS, NEVADA 89101 · (702) 384-1204 · FAX (702) 384-4149

4943

NEVADA LAW FOUNDATION
500 S. 7TH ST.
LAS VEGAS, NV 89101
702-384-1204

94-169-1212

DATE 12-23-08

PAY TO THE ORDER OF Las Vegas Senior Law Project $ 37,500.00

thirty seven thousand five hundred DOLLARS

usbank
Five Star Service Guaranteed
usbank.com

FOR 1/2 2009 Grant

Lizen Baucum

⑈004943⑈ ⑆121201694⑆ 153700162479⑈

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an allocation of $5,980,000 in HOME/Low Income Housing Trust Funds (LIHTF) to Nevada H.A.N.D., Inc. for Westcliff Pines Senior Apartments, 8203 and 8238 Silver Sky Drive; Community Development Programs Center of Nevada for Monroe and H Apartments, 1320 H Street and Monroe and I Apartments, 908 West Monroe Avenue; and Habitat for Humanity for Vegas Heights Redevelopment, 1317 Hart Avenue, 916, 940 and 988 Miller Avenue, 1412 Lawry Avenue, 1445 and 1448 Balzar Avenue - Wards 2 and 5 (Wolfson and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,980,000
Funding Source: HUD-HOME/NV State LIHTF
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
In response to a Request for Application, the city of Las Vegas received applications for HOME/LIHTF projects. The HOME Application Review Committee, consisting of staff from various departments, reviewed the applications and made funding recommendations. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:
Staff recommends approval of the HOME/LIHTF allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 21, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Approval of an allocation of $5,980,000 in HOME/Low Income Housing Trust Funds (LIHTF) to Nevada H.A.N.D., Inc. for Westcliff Pines Senior Apartments, 8203 and 8238 Silver Sky Drive; Community Development Programs Center of Nevada for Monroe and H Apartments, 1320 H Street and Monroe and I Apartments, 908 West Monroe Avenue; and Habitat for Humanity for Vegas Heights Redevelopment, 1317 Hart Avenue, 916, 940 and 988 Miller Avenue, 1412 Lawry Avenue, 1445 and1448 Balzar Avenue - Wards 2 and 5 (Wolfson and Barlow)

SUMMARY OF TOTAL RECOMMENDED ALLOCATIONS

Nevada H.A.N.D., Inc. Westcliff Pines Senior Apts.	$1,500,000
Community Development Programs Center of Nevada Monroe & H Apts.	$2,000,000
Community Development Programs Center of Nevada Monroe & I Apts.	$2,200,000
Habitat for Humanity Vegas Heights Redevelopment	$ 280,000
Total HOME/LIHTF Funds Recommended by Committee	$5,980,000
Total HOME/LIHTF Funds	**$5,980,000**

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance located at 621 North Bruce Street. PROPERTY OWNER: Edna Scott - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $35,000
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
Ms. Scott is an elderly, single homeowner with an annual income of $9,932. This is less than the maximum allowable income of $35,750 for a one member household, per U.S. Department of Housing and Urban Development (HUD) guidelines, which qualifies Ms. Scott for a CDBG Deferred housing Rehabilitation Loan. Ms. Scott's home is in need of a new roofing system, mechanical system, GFCI's, smoke detectors and new dual pane windows. The requested funding will cover costs to the lowest responsive, responsible bidding contractor; work contract contingency; Preliminary Title Report and Clark County Recording fee.

RECOMMENDATION:
Staff recommends that the Mayor and City Council approve the Deferred Loan Agreement and authorizes the Mayor to execute the agreement upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Deferred Loan Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT
DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2008, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Edna Scott** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **621 N. Bruce Street, Las Vegas NV 89101** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. **Loan Commitment.** The City agrees to provide a deferred loan to the Owner in the amount of **Thirty Thousand Forty And 00/100 Dollars ($30,040.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the City agrees to increase the amount of the

CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.

b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.

c. To comply with the following restrictions for the Period of Compliance:

(i) The Property must be used as the Owner's principal home;

(ii) No temporary subleases of the Property are permitted;

(iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and

(iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars ($50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.

b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:	City of Las Vegas Attention: Director Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
OWNER:	**Edna Scott** **621 N. Bruce Street** **Las Vegas, NV 89101**

b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the Sate of Nevada.

h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

j. **Assignment.** This agreement may not be assigned without the written consent of the City.

k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

l. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Edna Scott** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

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

_____

Edna Scott, Owner

CITY OF LAS VEGAS

By_____

Oscar B. Goodman, Mayor

ATTEST:

_____

Approved as to form:

Robert S. Sylvain 1-12-09

Date

EXHIBIT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective March 2008)

FAMILY SIZE	INCOME NOT TO EXCEED
1	$35,750
2	40,900
3	46,000
4	51,100
5	55,200
6	59,300
7	63,350
8	67,450

U. S. Department of Housing & Urban Development (HUD) Income Limits (March 2008)

EXHIBIT "B"

LEGAL DESCRIPTION

City of Las Vegas
Clark County
State of Nevada

Greater Las Vegas Add Tract 2, Plat Book 4 Page 87, Lot 65 Block 9

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas
Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 11/13/2008 **DATE BIDS RELEASED** 10/27/08

Project

Edna Scott
621 N. Bruce St.
Las Vegas, NV 89101
Phone: 702-384-1389

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid Twenty Nine Thousand Eight Hundred Seventy Six Dollars: ($ 29,876)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing and insurance. Completion of the project will require ____ calendar days. This proposal is valid for a period of 60 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information
Name: A-Bear Construction
Address: 5965 Harrison Drive
City, St, Zip: Las Vegas, NV 89120
Phone: 435-5930
State Contractors License Number: #67788 Exp Date: 1/31/2010

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. ALL WORK SHALL MEET CURRENT CODES. All bid submittals must be hand delivered or mailed. NO FAXED BIDS ARE ALLOWED.

As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature Dan Boyd Date 11/12/08

01 Roofing

Roof

17. 01.12 Install polyurethane foam roofing system
Apply a 3" PERMAX Spray in Place Polyurethane and elastomeric with ceramic coating, or approved equal, to provide a 20 year warranty roofing system. New system shall include a new mechanical stand if needed, extensions of all roof vents and new drip edging. Foam density shall have a minimum of 2.5 lbs./cu. ft. See attached specifications. **Apply foam over the electrical conduit.**

Quantity: 2,352.00 SF $ _____

Roofing Subtotal $ _____

07 Mechanical

Roof

20. 07.20 Heating, Air Conditioning, and Refrigeration Equipment Outlet
A 125-volt, single phase, 15 or 20 ampere-rated receptacle outlet shall be installed at an accessible location for the servicing of heating, air conditioning, and refrigeration equipment. The receptacle shall be located on the same level and within 25 ft. of the heating, air conditioning, and refrigeration equipment. The receptacle outlet shall not be connected to the load side of the equipment disconnecting means. Evaporative coolers are exempt from this requirement. 2005 NEC 210.63.

Quantity: 1.00 EA $ _____

Mechanical Subtotal $ _____

09 Electrical

Kitchen

1. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C.
Quantity: 2.00 EA $ _____

Hall

4. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ _____

Bathroom 1

7. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.
Quantity: 1.00 EA $ _____

Bathroom 2

5. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.
Quantity: 1.00 EA $ _____

Bedroom 1

10. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ _____

Bedroom 2

11. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ _____

Bedroom 3

12. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ _____

Roof

18. 09.23 Install Electric Service Mast
Install electric service mast with service entrance cap, weatherhead, and service head to receive service cable, per 2005 NEC.
Quantity: 1.00 EA $ _____

19. 09.24 Roof Electric
Ensure that all electric lines on the roof are properly connected. Remove/replace as required for proper operation per 2005 NEC.

Quantity: 4.00 EA $ _____

Electrical Subtotal $ _____

10 Windows

Kitchen

3. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ _____

Bathroom 1

8. 10.02 Replace Bathroom Window
Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA $ _____

Bathroom 2

9. 10.02 Replace Bathroom Window
Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA $ _____

Bedroom 1

13. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. **West facing window** sill must have a maximum height of 44" from the floor to meet fire egress code. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Bedroom 2

10 Windows continued...

14. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. **West facing** window sill must have a maximum height of 44" from the floor to meet fire egress code. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Bedroom 3

15. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. New window sill must have a maximum height of 44" from the floor to meet fire egress code. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ _____

Family Room

16. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Windows to be replaced are located on the East and West sides of the existing sliding glass door and fixed window.

Quantity: 2.00 EA $ _____

Windows Subtotal $ _____

EXHIBIT "D"

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT T0:

Edna Scott
621 N. Bruce Street
Las Vegas, NV 89101

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2009 **Edna Scott**, who resides at **621 N. Bruce Street, Las Vegas, NV 89101**, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of **$30,040.00** from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, **five (5) years** from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

incorporated document, and that the references to property, obligations and parties in the incorporated provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, Notice of Sale, or Notice of Lien given hereunder be mailed to the Trustor at the following address:

Edna Scott
621 N. Bruce Street
Las Vegas, NV 89101

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust this _____ day of _____, 200__.

TRUSTOR:

BY:_____
Edna Scott

State of Nevada)
}SS
County of Clark)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ___ executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Greater Las Vegas Add Tract 2, Plat Book 4 Page 87, Lot 65 Block 9

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance located at 1127 Barnard Drive. PROPERTY OWNER: Krayton Stephens - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $35,000
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
Mr. Stephens is a handicapped individual with an annual income of $21,642. This is less than the maximum allowable annual income for a one member household of $35,750 per U.S. Department of Housing and Urban Development (HUD) guidelines, which qualifies Mr. Stephens for a Deferred Housing Rehabilitation Loan. Mr. Stephens house is in need of a new mechanical system, lead containing materials abatement, attic insulation, interior paint, carpentry, electrical repairs, GFCI's and smoke detectors and a new water distribution system. The funding requested will cover costs to the lowest, responsive responsible bidding contractor; work contract contingency; Preliminary Title Report and Clark County Recording fee.

RECOMMENDATION:
Staff recommends that the Mayor and City Council approve the Deferred Loan Agreement and authorizes the Mayor to execute the agreement upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Deferred Loan Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT
DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Krayton Stephens** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **1127 Barnard Drive, Las Vegas NV 89102** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Loan Commitment. The City agrees to provide a deferred loan to the Owner in the amount of **Twenty-nine Thousand Three Hundred Forty-eight And 00/100 Dollars ($29,348.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the

City agrees to increase the amount of the CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.

b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.

c. To comply with the following restrictions for the Period of Compliance:

(i) The Property must be used as the Owner's principal home;

(ii) No temporary subleases of the Property are permitted;

(iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and

(iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars ($50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.

b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:	City of Las Vegas Attention: Director Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
OWNER:	**Krayton Stephens** **1127 Barnard Drive** **Las Vegas, NV 89102**

b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the Sate of Nevada.

h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

j. **Assignment.** This agreement may not be assigned without the written consent of the City.

k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

l. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Krayton Stephens** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

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

_____

Krayton Stephens, Owner

CITY OF LAS VEGAS

By_____

Oscar B. Goodman, Mayor

ATTEST:

_____

Approved as to form:

Robert S. Sylvain 1-12-09

Date

EXHIBIT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective March 2008)

FAMILY SIZE	INCOME NOT TO EXCEED
1	$35,750
2	40,900
3	46,000
4	51,100
5	55,200
6	59,300
7	63,350
8	67,450

U. S. Department of Housing & Urban Development (HUD) Income Limits (March 2008)

EXHIBIT "B"

LEGAL DESCRIPTION

City of Las Vegas
Clark County
State of Nevada

Westleigh Tract #1, Plat Book 3 Page 11, Lot 9 Block 1

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas

Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 10/28/2008 **DATE BIDS RELEASED** 10/8/08

Project

Krayton Stephens
1127 Barnard Drive
Las Vegas, NV 891
Phone: 702-870-6710

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid Twenty nine thousand one hundred Eight Four Dollars: ($29,184.00)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing and insurance. Completion of the project will require ____ calendar days. This proposal is valid for a period of 60 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information
Name: RUITER CONSTRUCTION
Address: 4420 S. ARVILLE A31
City, St, Zip: LAS Vegas, NV 89103
Phone: 252-4069
State Contractors License Number: 0031308 Exp Date: _____

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. ALL WORK SHALL MEET CURRENT CODES. All bid submittals must be hand delivered or mailed. NO FAXED BIDS ARE ALLOWED.

As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature _____ Date 10-27-08

02 Insulation

Attic

29. 02.01 Cellulose Insulation

Blow in cellulose attic insulation over existing to create a minimum of R-38. Keep all vents and electrical junction boxes clear; construct baffle if necessary. Insulation shall be installed in accordance with manufacturer's specifications to ensure proper R-factor value. PROVIDE R-VALUE CERTIFICATION TO OWNER AND CLV REPRESENTATIVE.

Quantity: 1,710.00 SF $ _____

Insulation Subtotal $ _____

03 Exterior Wall Covering

House Exterior

43. 03.02 Repair Stucco
After the ground mounted mechanical system has been abandoned, blank off the existing duct chase and finish with stucco patch and paint to match existing.

Quantity: 1.00 EA $ _____

Exterior Wall Covering Subtotal $ _____

04 Paint

Family Room

30. 04.05 Stain-Kilz

Stain kilz all specified areas to ensure no bleed- through after finish coat. **Around the ceiling fan.**

Quantity: 1.00 EA $ _____

Paint Subtotal $ _____

07 Mechanical

33. 07.06 Install Registers
Remove and replace all vent registers with new operable vent registers.
In the East portion of the house where older registers exist.

Quantity: 9.00 EA $ _____

Attic

44. 07.04 Install New Duct System
Furnish and Install H.V.A.C. duct system, rigid or flex, to all habitable rooms -- including properly sized supply and return air ducting. Furnish and install all registers and operable vents per 2006 U.M.C. specifications. New system shall be engineered and an 8" X 11" drawing of the system shall be submitted to the City of Las Vegas Building and Safety Department for receipt of permit.

Quantity: 10.00 RN $ _____

Roof

31. 07.01 Removal - Heating/Cooling Unit
Remove and properly dispose of existing mechanical systems. Abandon energy and water supply lines as needed.

Quantity: 2.00 LS $ _____

34. 07.03 Install H.V.A.C. Units
Furnish and install roof-mounted H.V.A.C. units. Installation shall include new metal stands, roof jacks, unit curbs, painted condensation lines and new programmable thermostats. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) to Home Owner. Unit to be Energy Star Rated 14 SEER. Contractor is responsible for supplying drawings and calculations (plumbing and/or engineering) if required by City of Las Vegas Building and Safety Department for permit issuance. A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 N.E.C. and 2006 U.M.C. 3-ton unit shall be installed on the North end of the house. 2-ton unit shall be installed on the South end of the house where the existing 2-ton unit is to be abandoned.

Size units: 1 ea. 3-ton unit & 1 ea. 2-ton unit. Both units to be heat pumps with double disconnects and 1 5KW heat strip each.

Quantity: 5.00 TON $ _____

Mechanical Subtotal $ _____

08 Plumbing

Kitchen

19. 08.12 Kitchen Sink Fittings - R/R
Provide new angle stops, flex lines and fittings at the kitchen sink. One piece wall escutcheons shall be included.

Quantity: 2.00 EA $ _____

20. 08.13 Kitchen Drain Lines - R/R
Provide new drain lines and trap at the kitchen sink. One piece wall escutcheon shall be included.

Quantity: 1.00 EA $ _____

Bathroom 1

13. 08.24 Lav Supply Lines R/R
Provide new angle stops, supply lines and fittings at bath sink. One piece wall escutcheons shall be included.

Quantity: 4.00 EA $ _____

14. 08.25 Lav Drain Lines R/R
Provide new drain lines and trap at bathroom sink. One piece wall escutcheons shall be included.

Quantity: 2.00 EA $ _____

Bathroom 2

21. 08.15 Bathtub - R/R
Remove the existing bathtub and replace with a new pre-formed shower base. Provide the necessary framing to make the area a shower stall only.

Quantity: 1.00 EA $ _____

17. 08.18 Bath/Shower Faucet- R/R
Provide new Moen #82339, or equal, tub and shower faucet and valves. Include new riser to new shower head.

Quantity: 1.00 EA $ _____

15. 08.24 Lav Supply Lines R/R
Provide new angle stops, supply lines and fittings at bath sink. One piece wall escutcheons shall be included.

Quantity: 2.00 EA $ _____

16. 08.25 Lav Drain Lines R/R
Provide new drain lines and trap at bathroom sink. One piece wall escutcheons shall be included.

Quantity: 1.00 EA $ _____

38. 08.36 Pre-formed Shower Pan
Provide and install a new pre-formed fiberglass shower pan in the specified location. Included is a new 2" drain to replace the existing 1-1/2" drain. New drain to be centered in the new shower pan.

Quantity: 1.00 EA $ _____

Laundry Area

35. 08.45 Water Heater Ball Valve
Replace the existing gate valve on the water heater supply line with a new ball valve, per current UPC.

Quantity: 1.00 EA $ _____

Crawl Space

12. 08.43 Replumb House-Water (Plastic)
Replumb entire house with "Wirzbo" or "Pex" plastic water lines and approved fittings. New water lines to be 3/4" at the source and branch off to 1/2" lines to specific locations. All wall destruction shall be properly patched and finished to match existing. An 8" X 11" sheet of paper with drawings of the new system and the type of materials to be utilized shall be submitted to the City of Las Vegas Building and Safety Department for permit issuance.

Quantity: 1.00 EA $ _____

Bathroom 3

25. 08.21 Toilet Repair
Replace all interior tank parts of toilet, including angle stop and supply. **Bathroom #3.**

Quantity: 1.00 EA $ _____

26. 08.24 Lav Supply Lines R/R
Provide new angle stops, supply lines and fittings at bath sink. One piece wall escutcheons shall be included.

Quantity: 2.00 EA $ _____

Plumbing Subtotal $ _____

09 Electrical

Hall

3. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

Kitchen

7. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 3.00 EA $ _____

Bedroom 1

4. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

Bedroom 2

5. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

Bedroom 3

6. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

Bathroom 1

8. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected. **Also put a GFI in Bathroom #3.**

Quantity: 2.00 EA $ _____

Laundry Area

9. 09.03 Install wiring in conduit
Remove all existing exposed exterior wiring. Install new wiring in EMT conduit from panel to each fixture. **Properly connect the electrical wiring to the water heater in the laundry area. Included shall be a disconnect. All activities to meet 2005 NEC.**

Quantity: 1.00 EA $ _____

Attic

09 Electrical continued...

40. 09.22 Rewire existing wiring to remove/eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary. All activity to meet 2005 NEC.

Quantity: 1.00 EA $ _____

Bathroom 3

27. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 1.00 EA $ _____

Electrical Subtotal $ _____

10 Windows

Bedroom 1

28. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to meet fire egress code. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ _____

Windows Subtotal $ _____

12 Drywall

Bathroom 2

24. 12.03 Install Rockboard

Remove all surface covering from tub/shower walls. Remove material (including plaster, drywall, and/or plywood) from walls and install new 3/8" rockboard. Thoroughly prepare all walls by sanding, patching, scraping, and filling, so as to ensure a smooth and level finish to receive ceramic tile, tub surround and/or paint.

Quantity: 1.00 EA $ _____

Drywall Subtotal $ _____

13 Construction

Bathroom 2

23. 13.12 Remove the glass block window and frame-in the opening. Cover both sides of the wall with Rockboard. Texture and paint to finish with matching existing paint. **The wall divides Bathroom's 1 & 2.**

Quantity: 12.00 SF $ _____

Roof

39. 13.32 Frame in Roof Alcove
After removing the mechanical system from the South end roof area, frame in the open area with new rafters and blocking and cover with 7/16" roof sheathing. After the new mechanical system has been installed, cover all open areas of the sheathing with 30# felt and fiberglass composition shingles. All activity to meet 2006 International Residential Code.

Quantity: 100.00 SF $ _____

Construction Subtotal $ _____

14 Ceramic Tile

Bathroom 2

22. 14.01 Install Ceramic Tile

Furnish and install ceramic tile in accordance with the manufacturer's recommendations. Tile shall be DAL, American Olean-"Dimensions", or equal. Tile shall be installed level and flush in a workmanlike manner. Grout all joints of tile; seal grout. Owner to have choice of color.

Quantity: 1.00 EA $ _____

Ceramic Tile Subtotal $ _____

19 Clean Up/Permits

42. 19.01 Permits/Plans
Contractor is responsible in providing all permits/plans required by the CLV Building Department. If plans are required to obtain building, electrical, mechanical and plumbing permits, contractor shall provide them.

Quantity: 1.00 LS $ _____

Clean Up/Permits Subtotal $ _____

20 General Notes

Bathroom 2

41. 20.03 Lead Based Paint Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to city of Las Vegas representative.
Shower.

Quantity: 100.00 SF $ _____

General Notes Subtotal $ _____

City of Las Vegas
Neighborhood Services Department

ADDENDUM

THE CONTRACTOR IS HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES TO THE WORK WRITE-UP AND SPECIFICATIONS FOR THE PROJECT LISTED BELOW:

Project Address

Krayton Stephens
1127 Barnard Drive
Las Vegas, NV 891
File No.:
Release Date: October 08, 2008

Item Addendum

9 Install wiring in conduit
Remove all existing exposed exterior wiring. Install new wiring in EMT conduit from panel to each fixture. **Properly connect the electrical wiring to the water heater in the laundry area. Included shall be a disconnect. All activities to meet 2005 NEC.**

Include an electrical disconnect per NEC.

34 Install H.V.A.C. Units
Furnish and install roof-mounted H.V.A.C. units. Installation shall include new metal stands, roof jacks, unit curbs, painted condensation lines and new programmable thermostats. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) to Home Owner. Unit to be Energy Star Rated 14 SEER. Contractor is responsible for supplying drawings and calculations (plumbing and/or engineering) if required by City of Las Vegas Building and Safety Department for permit issuance. A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 N.E.C. and 2006 U.M.C. 3-ton unit shall be installed on the North end of the house. 2-ton unit shall be installed on the South end of the house where the existing 2-ton unit is to be abandoned.

Size units: 1 ea. 3-ton unit & 1 ea. 2-ton unit. Both units to be heat pumps with double disconnects and 1 5KW heat strip each.

Remove existing tile and construct a walkway to service the mechanical unit on the North end of the house. Wlakway to be covered with 30# felt and fiberglass shingles.

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

Housing Rehabilitation Specialist

January 8, 2009
Date

EXHIBIT "D"

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT T0:

Krayton Stephens
1127 Barnard Drive
Las Vegas, NV 89102

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2009 Krayton Stephens, who resides at 1127 Barnard Drive, Las Vegas, NV 89102, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of 29,348.00 from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

incorporated document, and that the references to property, obligations and parties in the incorporated provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, Notice of Sale, or Notice of Lien given hereunder be mailed to the Trustor at the following address:

_____

_____

_____

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust this _____ day of _____, 200__.

TRUSTOR:

BY:_____
«FirstName_7» «LastName_7»

State of Nevada)
}SS
County of Clark)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ___ executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Westleigh Tract #1, Plat Book 3 Page 11, Lot 9 Block 1

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS09W08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reduce funding for the construction of the Oakey Drain, Birch Street to Cahlan Drive ($7,667,420 - CCRFCD) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,667,420
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On March 13, 2008 the Clark County Regional Flood Control District entered into an Interlocal Contract with the City to provide funding for construction and construction engineering for the Oakey Drain. On September 11, 2008 the First Supplemental Interlocal Contract was approved to extend the completion date. Due to favorable bids, this Second Supplemental Interlocal Contract will decrease construction funding to $7,667,420. The reduction of construction funds has resulted in a design cap in excess of 17 percent. The construction has been adjusted but the design cap exceeds the 17 percent requirement by 4 percent. Therefore, a waiver of the 17 percent engineering cost cap is requested. The improvements shall be funded through Clark County Regional Flood Control District Funds as herein described.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS09W08

SECOND SUPPLEMENTAL TO INTERLOCAL CONTRACT FOR
OAKEY DRAIN, BIRCH STREET TO CAHLAN DRIVE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of December, 2008 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan, Structure No. FWOK 0020, 0040,0060 hereinafter referred to as "PROJECT"; and

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the DISTRICT approved an Interlocal Contract dated March 13, 2008 and First Supplemental Interlocal Contract dated September 11, 2008 to provide funds for construction and construction management of the Project; and,

WHEREAS, it is necessary to decrease construction funding for the Project; and

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

SECTION II – PROJECT COSTS, shall be changed to read as follows

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

1. Construction management at a cost not to exceed $667,420.

2. Construction at a cost not to exceed $7,000,000.

LAS09W08

3. The total cost of the contract shall not exceed $7,667,420 which includes all of the items described in the paragraphs above.

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

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

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

Date of Council Action

_____

Date of District Action

December 11, 2008

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Flood Control District

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

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to form

By: John S. Kistler 12/19/08
Deputy City Attorney Date

Approved as to Form

By: _____
Christopher Figgins Date
Chief Deputy District Attorney

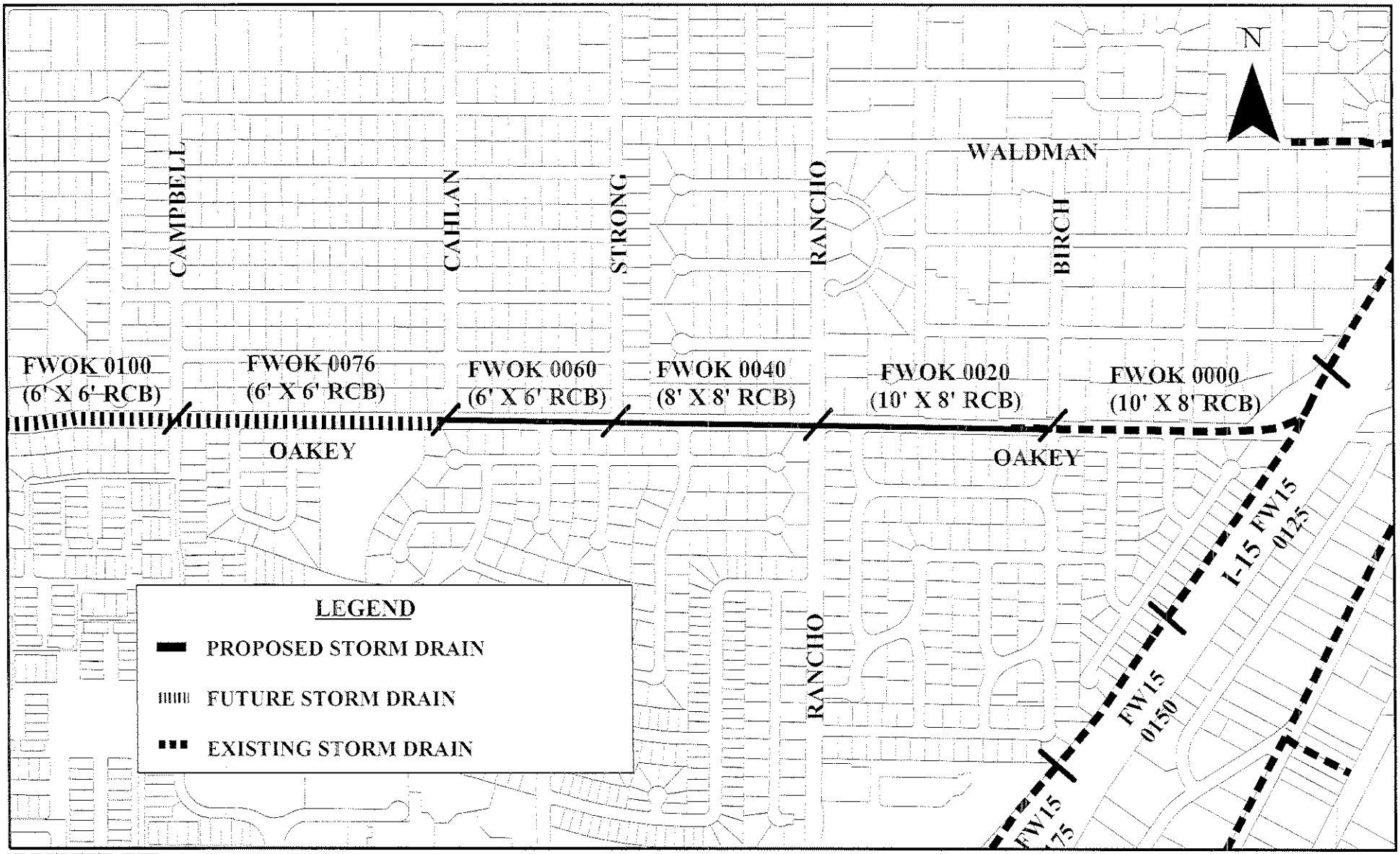

EXHIBIT A
OAKEY DRAIN - BIRCH TO CAHLAN (LAS09W08)

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Oakey - birch to Cahlan_02142008

LAS09W08

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement with the Las Vegas Valley Water District (LVVWD) for reimbursement through the Southern Nevada Public Lands Management Act (SNPLMA) for the Las Vegas Springs Preserve Phase II, Trails and Historic Railroad Cottages project located at the intersection of Meadows Lane and Valley View Boulevard ($12,100,000 - SNPLMA funds) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $12,100,000
Funding Source: SNPLMA funds
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On March 19, 2008, the City entered into Financial Assistance Agreement #FAA080027 with the Bureau of Land Management for implementation of the Las Vegas Springs Preserve Phase II, Trails and Historic Railroad Cottages project located at the intersection of Meadows Lane and Valley View Boulevard. The Financial Assistance Agreement requires that the City comply with certain terms and conditions, as well as status reporting and process requirements. Given that the Las Vegas Valley Water District will be implementing this project, the proposed Interlocal Agreement requires that the Water District comply with the terms, conditions and processes defined in the Financial Assistance Agreement as a condition to receiving reimbursement for project expenditures.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement for Reimbursement

INTERLOCAL AGREEMENT FOR REIMBURSEMENT THROUGH THE SOUTHERN NEVADA PUBLIC LANDS MANAGEMENT ACT

THIS INTERLOCAL AGREEMENT, (the "AGREEMENT"), is entered into by and between the LAS VEGAS VALLEY WATER DISTRICT, (the "DISTRICT"), and the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (the "CITY"). The DISTRICT and the CITY are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the District, in cooperation with the Las Vegas Springs Preserve Foundation (the "FOUNDATION"), will develop the Las Vegas Springs Preserve (the "PRESERVE"), in Las Vegas, Nevada; and

WHEREAS, one component of the PRESERVE is the construction of the Las Vegas Springs Preserve-Phase II- Trails and Historic Railroad Cottages (the "PROJECT"); and

WHEREAS, the District has pursued a variety of funding sources to develop and implement the PRESERVE; and

WHEREAS, the Southern Nevada Public Lands Management Act (the "SNPLMA") authorizes funding for parks, trails and natural areas in southern Nevada; and

WHEREAS, the CITY sponsored a SNPLMA proposal for Twelve Million One Hundred Dollars and No Cents ($12,100,000.00) for the construction of the PROJECT at the PRESERVE; and

WHEREAS, the Secretary of the Interior approved the proposal on August 17, 2007, the CITY entered into a Financial Assistance Agreement number FAA080027, with the Bureau of Land Management (the "BLM"); and

WHEREAS, the BLM requires that all construction and expenditures be completed, and proof of such construction and expenditure be provided to the BLM if requested for review and approval before the approved funds are made available;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

ARTICLE I

DISTRICT AGREES:

1. To abide by all terms and conditions required by the BLM in Financial Assistance Agreement number FAA080027.

2. To manage and oversee all project management, design and construction activities associated with the PROJECT.

3. To retain all necessary financial records and project documentation and upon completion furnish all necessary closeout documentation to the CITY for submission and final approval by the BLM.

4. As required by the BLM, to send quarterly reports to the CITY detailing progress, expenditures and reimbursement request amounts.

5. To invite the CITY to any PROJECT meetings held with BLM, including but not limited to financial consultations, field reviews, and plan review meetings.

6. To submit to the CITY for review and approval, preliminary plans at thirty percent (30%) and one hundred percent (100%) design stages. The (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents.

7. To submit to the CITY three (3) final sets of plans, specifications, estimates and bid documents for the use of the CITY.

8. To allow the CITY or its designated representatives to monitor all work associated with the PROJECT during construction.

9. To accept maintenance responsibilities including all operations and maintenance costs for all improvements constructed as part of the PROJECT.

ARTICLE II

CITY AGREES:

1. The CITY will submit upon receipt of all necessary documentation from the DISTRICT requests for reimbursement totaling Twelve Million One Hundred Thousand and No Cents ($12,100,000.00) to the BLM.

2. Upon final approval by the BLM and receipt by the CITY of the funds from BLM, the CITY will forward the funds to the DISTRICT.

ARTICLE II

IT IS MUTUALLY AGREED:

That the Parties understand and agree that each of the Parties, agreeing to and entering into this AGREEMENT, is not delegating, abridging or abrogating any of its authority or responsibilities as provided for in Nevada Revised Statutes, interlocal agreement, other authorizing agreement, or any other applicable rule, regulation or judicial opinion.

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IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 2008.

Date of Council Action:

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form:

By: John S. Ridilla 10/10/08
Deputy City Attorney Date

Date of Commission Action:

_____

Las Vegas Valley Water District

By: _____
Chip Maxfield, President
Board of Directors

Attest:

By: _____
Patricia Mulroy, Secretary
Las Vegas Valley Water District

Approved as to Form:

By: _____
for Charles K. Houser, General Counsel

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Cedar Trail Maintenance grant application submitted November 24, 2008 to the Nevada Division of State Parks for funding from the Federal Highway Administration Recreational Trails Program in the amount of $58,000 for the Cedar Trail project located along the Cedar Drainage facility between Pecos Road and the Las Vegas Wash Trail - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

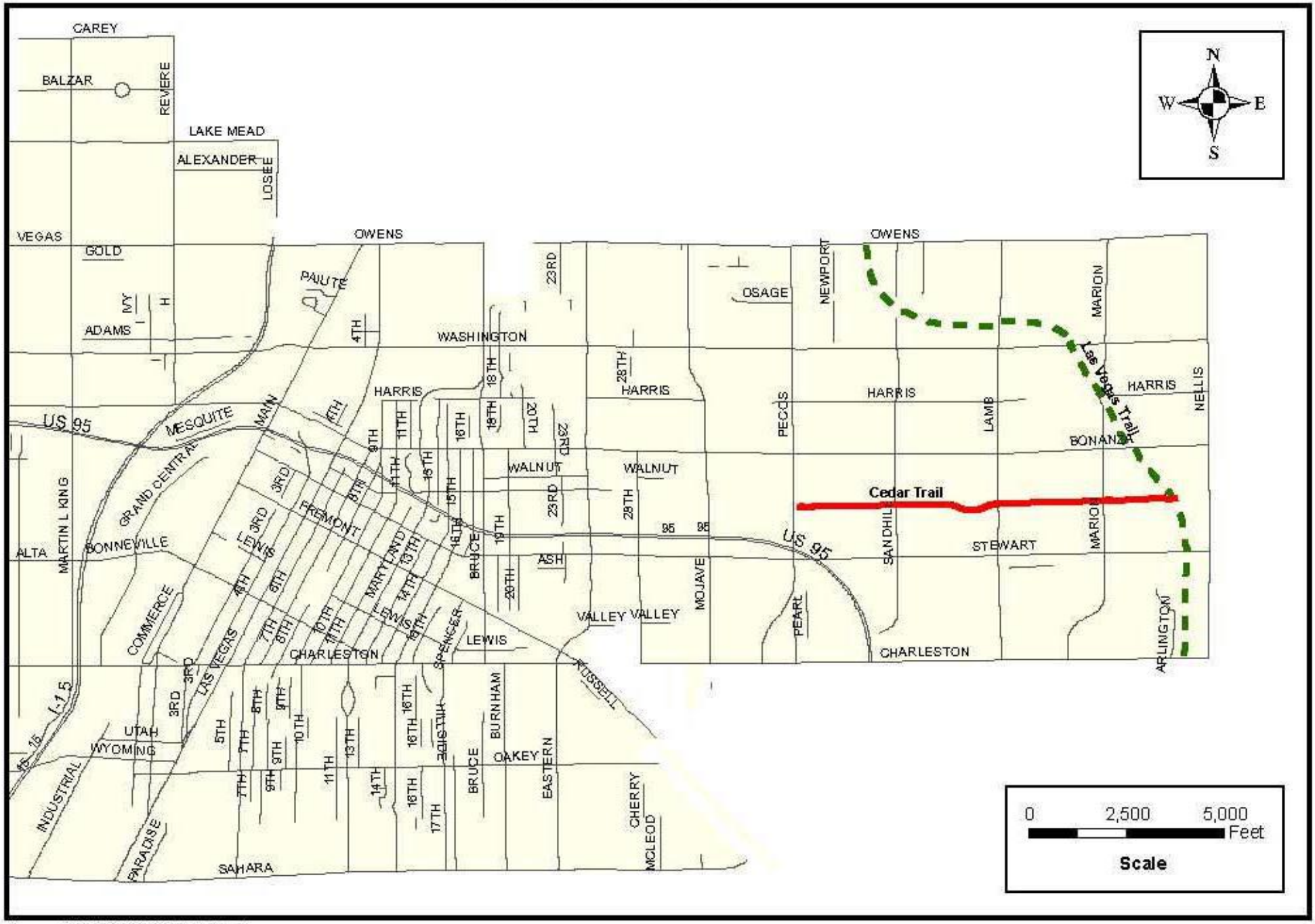
PURPOSE/BACKGROUND:
The Recreational Trails Program (RTP) is a federal-aid assistance program to help States provide and maintain recreational trails for both motorized and non-motorized recreational trail use. The Cedar Trail (aka Cedar Drainage Trail) is a Southern Nevada Public Lands Management Act funded (SNPLMA) project that recently had its grand opening in November 2008 and is located along the Cedar Drainage facility between Pecos Road and the Las Vegas Wash Trail. If approved, the RTP grant funding will be used for maintenance of the trail with matching trails maintenance funding from the Regional Transportation Commission Question 10 fund at an 80/20 ratio.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Map
2. Cedar Trail FY 2009 Grant Application

City of Las Vegas

Cedar Trail



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Grant Application
FY2009

CEDAR TRAIL MAINTENANCE
Project Summary

1. Project Number: _____ *(for Nevada State Parks use only)*
2. Project Score: _____ *(for Nevada State Parks use only)*
3. Name of Project: Cedar Trail Maintenance
4. Grant Applicant:
   - A. Name or Organization: City of Las Vegas
   - B. Contact Person/Project Mgr. Connie L. Diso
   - C. Contact Address and phone City of Las Vegas Public Works Department
     Engineering Planning
     731 S. 4th Street
     Las Vegas, NV 89101
     702-229-2142
   - D. Mailing address for reimbursements
     City of Las Vegas
     Finance Department
     c/o Patty Braganza
     400 Stewart Avenue, 6th Floor
     Las Vegas, NV 89101
5. Project Costs:

Grant Request	$ 46,400	20%
Match Amount and Source	$ 11,600 Regional Transportation Commission (RTC) Question 10 funding	80%
Total Project Amount	$ 58,000	100%

6. Project Location:
   - A. Congressional District(s): Nevada's First Congressional District
   - B. County: Clark
   - C. Municipality/Rural Location: Las Vegas
   - D. Project Location: *(describe how to get to project site)* From I-515, exit Eastern Avenue north, turn east on Bonanza, and turn south on Pecos Road. Trail begins adjacent to Cedar Drainage Channel.

7. Classification of Land: Public (*See page 3, #6E)*
8. Project Category: Non-motorized for single use (*See Section 1, #7)*
9. Trail Use: Pedestrian (urban) (*See Section 1, #8)*
10. Type of Project: Maintenance and restoration of existing trail (*See Section 1, #9)*
11. Project Description: (*See Scope of Work Section 1, # 4)*
    Maintain the existing 8,000 feet of trail that runs along the cedar flood control drainage channel.
12. Estimated Project Dates: *Start*: Upon grant award *Completion*: 24 months
13. NEPA Compliance: What is completed for this project? Cedar Trail is categorically exempt.
14. Permits Required: No permits required for maintenance request

Nevada Recreational Trails Grant Application FY2009

Project # _____
Project Category # _____
(for Nevada State Parks use only)

Section I - Applicant/Project Information

1. Applicant Connie L. Diso
   Address 731 S. 4th Street
   City, State, Zip Las Vegas, NV 89101

2. **Project Name** Cedar Trail Maintenance

3. **Classification of Applicant**:
   Government: ☐ Federal ☐ State ☐ County ☒ Local/Municipal
   Organization**:** ☐ Partnership ☐ Nonprofit ☐ For Profit ☐ Individual ☐ Other _____

4. **Scope of Work** (100 words maximum – describe exactly what the grant funds will pay for and what work will be completed) Maintenance of trail includes: emptying waste receptacles, maintaining hardscape surface of trail including amenities such as benches, pedestrian bridge, and signage.

5. **Budget Summary**:
   Total Project Cost $56,750 Grant Share $11,350 Matching Share $45,400

6. **Project Location:**

   A. Congressional District(s) number (circle all that apply) ① 2 3
   B. County Clark
   C. Municipality/Rural Location Las Vegas
   D. Project Location: (describe exactly how to get to the project site) From I-515, exit Eastern Avenue north, turn east on Bonanza, and turn south on Pecos Road. Trail begins adjacent to Cedar Drainage Channel.
   E. Classification of Land: (check all that apply) ☒ Public Land ☐ Private Land ☐ Combination

7. **Project Category:**

☒ Non-motorized for single use

A project primarily intended to benefit only one mode of non-motorized recreational trail use, such as pedestrian only, or equestrian only. Projects serving various pedestrian uses (such as walking, hiking, wheelchair use, running, bird-watching, interpretation, backpacking, etc.) constitute a single use for the purposes of this category. Note: wheelchair use by mobility-impaired people, whether operated manually or powered, constitutes pedestrian use, not motorized trail use. Projects serving various non-motorized human-powered snow uses (such as skiing, snow shoeing, etc.) constitute a single use for this category.

☐ Non-motorized for diverse use

A project primarily intended to benefit more than one mode of non-motorized recreational trail use such as: walking, bicycling, and skating; both pedestrian and equestrian use; or pedestrian use in summer and cross-country ski use in winter.

☐ Diverse use (motorized and non-motorized)

A project intended to benefit both non-motorized recreational trail use and motorized recreational trail use. This category includes projects where motorized use is permitted, but is not the predominant beneficiary. This category includes projects where motorized and non-motorized uses are separated by season, such as equestrian use in summer and snowmobile use in winter. Other examples: a common trailhead project serving separate ATV and bicycle trails; purchasing a machine to groom both snowmobile and cross-country ski trails.

☐ Motorized for single use

A project primarily intended to benefit only one mode of motorized recreational use, such as snowmobile trail grooming. A project may be classified in this category if the project also benefits some non-motorized uses (it is not necessary to exclude non-motorized uses), but the primary intent must be for the benefit of motorized use.

☐ Motorized for diverse use

A project primarily intended to benefit more than one mode of motorized recreational use, such as: motorcycle and ATV use; or ATV use in summer and snowmobile use in winter. A project may be classified in this category if the project also benefits some non-motorized uses (it is not necessary to exclude non-motorized uses), but the primary intent must be for the benefit of motorized use.

8. **Trail Use:**

☒ Pedestrian (urban)	☐ Mountain Biking	☐ Hiking/Backpacking (rural)
☐ Equestrian	☐ ATV (quads, motorcycle)	☐ Snowshoe/cross country ski
☐ Snowmobiling	☐ ADA accessible (trail must meet ADA guidelines)	

☐ Interpretive/Environmental Education

☐ Bicycling (must be in local and State Bicycle Plans)

☐ OHV (jeep, bronco, & similar vehicles)

9. **Type of Project:**

☒ Maintenance & restoration of existing trails
☐ Development & rehabilitation of trailside and trailhead facilities
☐ Purchase and lease of recreational trail construction & maintenance equipment
☐ Construction of new recreational trails
☐ Acquisition of right of way or easements and fee simple title to property
☐ Operation of educational programs to promote safety & environmental protection (see Educational Application).

10. **Standards/Guidelines Applied to Project:**

☐ Universal Access to Outdoor Recreation - A Design Guide
☒ Designing Sidewalks & Trails for Access
☐ AASHTO's Guide for the Development of Bicycle Facilities
☐ USFS Standard Specifications for Construction & Maintenance of Trails
☐ BLM Handbook 9114-1 Trails
☐ Manual on Uniform Traffic Control Devices
☐ Standard Highway Signs

11. *Does this project comply with NEPA requirements or meet the definition of a categorical exclusion (CE)? Please explain. (See p.vi of application packet to refer to Title 23, CFR 771.117, categorical exclusions) Attach CE to application.*
Cedar Trail is categorically exempt as follows: Construction of bicycle and pedestrian lanes, paths and facilities. 23 CFR 771.117(c)(3)

12. List all permits required to complete project: No permits required

13. If the project includes a bicycle path, is the project included in both local and state bicycle plans?
☐ Yes ☐ No ☒ Not Applicable

14. Has the applicant's organization authorized and appropriated the financial resources to pay the project costs as they are incurred and submit for reimbursement at a later date? ☒Yes ☐ No

15. Has the applicant received funding from the Recreational Trails Program in the past?
☒ No ☐ Yes List project names, project number, amount received, initial project deadline and date completed.

_____
_____
_____
_____
_____

Section II - Contact Information/Authorized Signature

Contact Person

Name: Connie L. Diso

Address: 731 S. 4th Street

City, State, Zip: Las Vegas, Nevada 89101

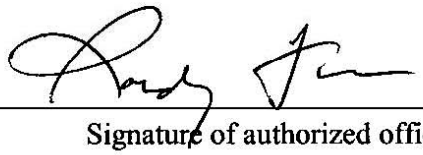
Phone: 702-229-2142

Fax: 702-382-8551

E-mail: cdiso@lasvegasnevada.gov

Authorized Signature

The signature below indicates approval of this project and authorizes this request for funding from the Nevada Recreational Trails Program.



Signature of authorized official

Randy Fultz, P.E.

Printed or typed name of authorized official

Assistant City Engineer

Title

City of Las Vegas

Agency/Organization

November 25, 2008

Date

Section III - Proposed Budget

NOTE: You may use a different sheet of paper to prepare the proposed budget, but please follow this format exactly.

Applicant: City of Las Vegas
Project Name: Cedar Trail Maintenance

	Item Description	Grant +	Match =	Total
A.	Design and Engineering Costs (Breakdown costs & purpose)	$0	$0	$0
B.	Direct labor costs			
	Salaries or actual costs			
	# of hrs x $/hr = 1050 hrs x $39/hr	$32,760	$ 8,190	$40,950
	Volunteer or donated labor			
	# hrs unskilled labor @$15/hr =			
	# hrs skilled labor @$22/hr =			
C.	Special Service Purchase Contract: Specify what contract includes or attach a copy	$0	$0	$0
D.	Purchase or rental of equipment Specify type of equipment/cost/days	$0	$0	$0
E.	Construction Contract Attach a copy of estimate or identify what contract will include	$0	$0	$0
F.	Purchase of Materials			
	Trash Barrels (20) @ $22	$ 352	$ 88	$ 440
	Trash Liners for 2 years (2080) @ $.28	$ 466	$ 116	$ 582
	Dogi Dispenser (20) @ $180	$ 2,880	$ 720	$ 3,600
	Dogi Bag Rolls for 2 years (2080) @ $6	$ 9,984	$ 2,496	$12,480
	Total Cost of Materials	$13,682	$ 3,420	$17,102
G.	Other (be specific)			
Total/year		$46,442	$11,610	$58,052
Grant cost numbers (rounded)		**$46,400**	**$11,600**	**$58,000**

Section IV - Project Narrative

On attached sheets of paper, address the following eleven (11) questions or statements, in the order listed below, and include them with the grant application packet. This section is limited to five double-sided pages. Be specific and concise with your answers. You may use less than five pages, but **please submit only five double-sided pages**.

Project Demand

1. *How will this project benefit the public? Explain how the project provides public access where public access did not previously exist, or how the project improves public access. Identify how the project meets needs of the users, including identification of this project in a local, regional, state or agency plan.*

   Cedar Trail provides alternative transportation for pedestrian access as well as recreational use. The project request is to provide maintenance funding for the trail. The funded maintenance of the trail will benefit the public using the trail in terms of safety, accessibility and keeping the trail clean. Maintenance will encourage trail use and keep the trail free of debris and other possible obstructions.

2. *Explain how the project will address and/or further the specific goal of each of the thirteen recreational issues described in Nevada's 2005 State Recreational Trails Plan. If not applicable, please use "N/A". NOTE: 2005 State Recreational Trails Plan issues can be found on page 28 of the 2007 Application Packet.*

   Issue #1: Loss of Public Access to Trails
   Cedar Trail is a non-motorized, pedestrian trail in an urban setting. The addition of this trail increases trail access to nearby neighborhoods and extends recreation and physical fitness opportunities to the residents.

   Issue #2: Lack of Funding for Trails
   With the addition of several new trail segments to the City's inventory, maintenance staff are understaffed and challenged by the added trails requiring maintenance. The funding will help the City's maintenance budget for the added trails.

   Issue #3: Closure of Trails and Roads
   This urban trail is not at risk for closure since it just opened to the public in November 2008. The request for maintenance will help City staff budget for the newly added trail's maintenance costs.

   Issue #4: Not Enough Trails
   This urban area demands better connectivity to public services, parks, shopping and work locations. Cedar Trail, a local spur off of the regional Las Vegas Wash Trail, encourages such connectivity.

   Issue #5: Not Enough Support facilities Near Trails
   In securing maintenance funding for Cedar Trail, the City will be able to provide better maintained trail facilities in the southeast.

   Issue #6: Erosion and Deterioration of Trails
   Because Cedar Trail is a newly constructed trail, securing much-needed maintenance dollars now will help the City to keep the trail clean and in quality condition.

Issue #7: Not Enough Good Information Material About Nevada Trails

The City of Las Vegas' award-winning web site has trail information, in addition to the Regional Transportation Commission's trail map, showing Cedar Trail as an alignment in the trail network. This funding request will provide for the maintenance of Cedar Trail, ensuring trail users will have access to clean and safe trails they visit after researching online about them.

Issue #8: Lack of Trail Etiquette/Ethics

Cedar Trail has way finding signage and trail identification markers for trail users.

Issue #9: Inadequate Trail Maintenance

This issue is exactly why the City of Las Vegas is requesting funding for maintenance help on Cedar Trail. With a growing trail network amid challenging economic times, the City must look to alternative means other than the general fund.

Issue #10: Too Much Litter and Trash Along Trails

While Cedar Trail is a fairly new trail addition, there has not been an ample build-up of debris or overuse at this time. The City is proactively seeking funding now for the trail's maintenance to avoid the build-up of litter and trash along the trail.

Issue #11: Lack of Directional Signs Along Trails and Trailheads

Cedar Trail has directional signage to show trail users where the trail is. The City is also working on a regional effort through the Southern Nevada Regional Planning Coalition to determine sufficient trail marker data that remains consistent across the Las Vegas Valley. This will enable residents to cross jurisdictions smoothly and find the same information necessary when utilizing trails.

Issue #12: Lack of Trails Close to Home

Cedar Trail is an urban trail located near residential homes and connects to commercial areas for improved connectivity. Pocket parks and trailheads will connect to this trail through the Las Vegas Wash Trail alignment, providing increased recreation amenities to the public using Cedar Trail.

Issue #13: Too Many Different Types of Users on Trails

Cedar Trail has signage regarding trail usage and restricted motorized activities. Because this is an urban trail, the City encourages active activities.

3. *Identify and explain how the project will tie into, or provide linkages with, other trails, greenways, scenic corridors, natural, historical, cultural, or park/recreational areas.*

   Cedar Trail connects to the Las Vegas Wash Trail, a major trail in the southeast sector of the valley. Cedar Trail is a local trail which spurs off of this regional trail. There are several planned pocket parks and trailheads along the Las Vegas Wash Trail, which Cedar Trail users can connect to.

4. *Describe how the project has received, and will continue to receive, community support, support from adjoining jurisdictions and land management agencies including labor, services, materials, donations or dedications of land, monetary contributions, etc. Attach a maximum of 3 letters of support.*

The project was approved by City Council in 2004. The BLM's SNPLMA Committee approved the trail project for construction funding in Round 3.

Project Use and Accessibility

5. *Explain how the project provides or contributes to a multiple-use trail (pedestrian, equestrian, ATV, winter/summer use, bicycling, mountain biking, etc.) and multi-season trail use.*

   Cedar Trail is a non-motorized, single use trail for urban pedestrian use and can be accessed year-round by the public. It connects to the regional Las Vegas Wash Trail for increased connectivity in the southeast sector.

6. *Define the level of ADA access provided on this trail (percentage ADA accessible). Define the trail surface, grade, cross slope; trail width, minimum clearance width, and obstacles. NOTE: All trailheads and trailhead facilities must be ADA accessible.*

   The trail is ADA accessible in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG), where longitudinal grades and cross slopes do not exceed standard maximum requirements. No potential obstacles to users are anticipated due to ADAAG adherence and the more than adequate 10 to 12-foot trail width.

Project Planning and Design

7. *Explain how the project is compatible with adjacent land uses and the physical setting of the area.*

   Cedar Trail is compatible with the urban neighborhood it is located in. Running adjacent to the drainage channel, it is concrete and lighted for pedestrian use. It reflects the urban environment it is located in.

8. *Explain how the project aids in the restoration, enhancement, conservation, education and/or maintenance of natural resources.*

   The request will fund the maintenance of Cedar Trail and enable the City to maintain the natural resources along the trail alignment.

9. *Describe any innovative design or maintenance techniques that will be applied to the project.*

   The City utilized an existing flood control right-of-way and access alignment to install a pedestrian trail in an otherwise littered dead space.

Project Development and Maintenance:

10. *Explain how the matching funds will be acquired and the percentage of matching funds contributed to this project. (20% minimum matching required)*

    The City will be reimbursed maintenance dollars from the Regional Transportation Commission of Southern Nevada (RTC) for up to $16,000 annually for Cedar Trail. Department of Field Operations employees will perform maintenance on the trail.

11. *Explain how agency cooperation will contribute to the completion of this project. List the agencies. Explain how the project involves qualified youth conservation or service corp. groups.*

The City of Las Vegas will cooperate with the RTC on the maintenance program for the trail.

If the project involves any of the situations listed below, applicants must provide the following documentation:

a. *The crossing of any public highway - Project applicants must include a statement or copies of letters certifying that the appropriate officials (having jurisdiction over the public road at the point where the trail crosses the road) have reviewed this project and approved of the proposed crossing.*

The trail technically crosses multiple utilities at street crossings and at the Wash (no RR). The cover sheet is signed by all utility agencies, which shows that we are representing their utility lines correctly on the plan and that they approve of any crossings.

b. *The crossing of any railroad, gas line, power line, or other utility rights-of-way - Project applicants must include documentation certifying that appropriate officials from the railroad company and/or utility company have reviewed this project and that the proposed crossing meets their approval.*

Not applicable

c. *The crossing of any stream or encroachment on any wetlands - Project applicants planning to construct, operate, maintain, enlarge or abandon any obstruction that will affect a watercourse, its 100-year floodway or any lake, pond reservoir, marsh or wetland, must obtain an appropriate USACE 404 or other applicable permits. Any state or local government agency or public utility working in a 100-year flood plain which has been identified by the National Flood Insurance Program, must also obtain a permit. In addition, project applicants may be required to prepare an erosion and sedimentation control plan for stream crossings or general construction activities.*

Not applicable

d. *Building structure or providing a water supply - Local agency project applicants must secure a copy of any building permits that may be required by the local township code enforcement officer or a statement indicating that a permit is not necessary in this case. Federal and State agency applicants are to follow their normal procedures.*

Not applicable

e. *Project applicants must include a copy of the sewage disposal permit issued by a certified municipal sewage enforcement officer or the local township if a comfort station is to be constructed. Project applicants providing water systems with their own source of supply serving any non-residential use must provide the appropriate permit from the county or state health official with jurisdiction.*

Not applicable

DEVELOPMENT
SERVICES
CENTER

CITY OF LAS VEGAS

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Larry Brown, Ward 4
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5

City Manager
Douglas A. Selby

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

Section IV – Transmittal Letter

November 24, 2009

Randy Moore
Recreational Trails Program Manager
Nevada Division of State Parks
901 S. Stewart St. Suite 5005
Carson City, Nevada 89701

Dear Mr. Moore,

Enclosed please find a request for Cedar Trail Maintenance in Las Vegas. The City of Las Vegas Field Public Works Department is requesting $45,400 to maintain approximately 2-miles of an existing, 10-foot wide asphalt trail and trail amenities. The Cedar Trail is a SNPLMA funded ADA accessible trail that is brand new with its grand opening having occurred on November 3, 2008. The City will match the grant with $11,350 to complete the project based upon the proposed maintenance budget in the grant application package.

Consistent with Section 1302 (e) (2) (c) of the National Recreational Trails Act, this project will not accommodate motorized use on a trail that has previously been non-motorized. This project is located entirely on land that is owned by the City of Las Vegas, thus, no federal land will be utilized, and no adjacent private land will be impacted.

The project is consistent with the City of Las Vegas Planning Department's master plan as well as meets the goals of the Southern Nevada Regional Policy Plan such as efficient use of flood control systems by providing trails/recreational uses within those facilities. Cedar Trail also is consistent with the Southern Nevada Regional Planning Coalition effort for continued development of an interconnected regional trail system that provides an alternative mode of transportation.

The Trail crosses Lamb Boulevard at a pedestrian crossing with its east terminus at the Las Vegas Wash Trail where a pedestrian bridge has been constructed – both pedestrian crossing and bridge construction were a part of the project.

We look forward to your favorable consideration of this project. If there are any additional questions relating to this project, please do not hesitate to call Connie Diso at (702) 229-2142, fax (702) 382-8551 or email at cdiso@lasvegasnevada.gov. Thank you again for considering this proposal.

Sincerely,

Randy Fultz, P.E.
Assistant City Engineer
City of Las Vegas Public Works

CITY OF LAS VEGAS NEVADA

15901-005-06-08

Section VI - Application Checklist

- ☐ Transmittal Letter (on letterhead containing required information and authorized signature)
- ☐ Completed Project Application Form
- ☐ Proposed Budget (using format in application packet)
- ☐ Project Narrative (not to exceed five double-sided pages)
- ☐ Maps (vicinity and site specific: 7.5 quadrangle topographic, no larger than 11" x 17" with Township, Section and Range Clearly Displayed)
- ☐ Preliminary Development Plan
- ☐ National Environmental Policy Act Documentation (attach EA, EIS or CE)
- ☐ Letters of Support (maximum of three)
- ☐ Separate Letter of Commitment to maintain project
- ☐ Resolution (if required)
- ☐ 11 applications (10 copies/1 original) One (1) Electronic copy of application
  2 copies of SHPO Section 106 documentation (with maps 7.5 quadrangle topographic, no larger than 11" x 17" with Township, Section and Range Clearly Displayed)

Attachment 1

Letters of Support

SNPLMA Round 3
Notification of Funding Availability

Cedar Drainage Trail (aka Cedar Trail)
Approved Plans Cover Sheet

LV02

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Vegas Field Office -- Land Sales & Acquisition Division
(Southern Nevada Public Land Management Act)
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130
http://www.nv.blm.gov/snplma

May 28, 2003

TO: Federal Agencies and Local Governments (See Distribution List)

FROM: Libby Aberant, Realty Specialist
Michelle Yapp, Project Specialist

THROUGH: Mark Morse, Field Manager, Las Vegas Field Office

SUBJECT: Notification of Availability of Funds -- Acquisitions and Projects

This memorandum provides formal notification that funds are available from proceeds of sale to proceed with additional land acquisitions and projects. Please consider May 30, 2003, as the official notification date that initiates the one-year time frame for submission of a task-order request for the acquisitions and projects listed below. The acquisitions and projects for which funding is now available from proceeds of sale are:

Land Acquisitions	**Priority Number**	**Agency**
Nel Property*	3-7	Forest Service
Walking Box Ranch	3-8	BLM – LVFO
Cabin Springs	3-9	Forest Service
Harris Springs	3-10	Forest Service

*A task order for $30,000 was issued for an early appraisal of the Nel Property. The task order request for the full acquisition must reflect a total amount which takes into account that $30,000 has already been obligated under the appraisal task order.

Capital Improvements	**Priority Number**	**Agency**
Hemenway Campground–Phase 2	3-29	National Park Service
Plan, Design, Produce Kiosks	3-30	National Park Service
Replace Back Country Vault Toilets	3-31	National Park Service
Pave Boulder Beach Shoreline–Phase 1	3-32	National Park Service
Parking Lot for Echo Bay–Phase 1	3-33	National Park Service
Replace Roads & Campsite Pads	3-34	National Park Service
Rehabilitate Picnic Facilities	3-35	National Park Service
Replace Tables & Grills in Picnic Area	3-36	National Park Service
Pave Boulder Beach Shoreline—Phase 2	3-37	National Park Service
Hemenway Campground—Phase 3	3-38	National Park Service

Parks, Trails, and Natural Areas	Priority Number	Local Government Entity
Wetlands Park Nature Preserve—Phase 2	3-10	Clark County
90 Miles Trail and Trail Heads	3-11	City of Las Vegas
Las Vegas Wash Trail	3-12	City of Las Vegas

The above will show an FA date of 5/30/03 on the May Grand Matrix. As a reminder, the business rules in the Implementation Agreement state that agencies and local governments have one year from the notification of availability of funds to request a task order for their acquisition or project.

Note: Cedar Trail was funded under the 90 Miles Trail and Trailheads SNPLMA Funding in Round 3

DISTRIBUTION LIST

POCs for Acquisitions and Projects:

Ron Gregory, Clark County
Don Schmeiser, Las Vegas
Misty Haehn, North Las Vegas
Bristol Ellington, Henderson
Damon Ohlerking, Boulder City
Stephanie Phillips, USDA Forest Service
Dick Birger, Fish & Wildlife Service
Mark Morse, Bureau of Land Management
Jim Vanderford, National Park Service
Steve Kluge, USDA Forest Service
Lisa Subcasky, USDA Forest Service
Jeanne Evenden, USDA Forest Service
Richard Grimes, Fish and Wildlife Service
Jim Stobaugh, Bureau of Land Management
Jim Holland, National Park Service

Working Group Members:

Meg Jensen, Bureau of Land Management, Nevada Deputy State Director
Dan Walsworth, Fish & Wildlife Service, So. California/Nevada Refuge Supervisor
Bob Vaught, USDA Forest Service
Don Schmeiser, Local Government Representative
Bill Dickinson, National Park Service, Lake Mead NRA Supervisor
Pam Wilcox, Nevada State Lands, Division of State Lands Administrator
Bob Hadfield, Rural Nevada Representative, Nevada Association of Counties
Andrew List, Rural Nevada Representative, Nevada Association of Counties (Alternate)

Executive Committee Members:

Bob Abbey, Bureau of Land Management, Nevada State Director
Jack Troyer, USDA Forest Service, Regional Forester
Steve Thompson, Fish & Wildlife Service, Manager, California/Nevada Operations Office
Jon Jarvis, National Park Service, Regional Director

SHEET INDEX

SHEET NO.	SHEET TITLE
1. G1.01	COVER SHEET
2. CIVIL C	CIVIL NOTES & LEGEND
3. D1.01	DEMOLITION PLAN
4. D1.02	DEMOLITION PLAN
5. D1.03	DEMOLITION PLAN
6. D1.04	DEMOLITION PLAN
7. D1.05	DEMOLITION PLAN
8. D1.06	DEMOLITION PLAN
9. C1.01	CIVIL PLAN
10. C1.02	CIVIL PLAN
11. C1.03	CIVIL PLAN
12. C1.04	CIVIL PLAN
13. C1.05	CIVIL PLAN
14. C1.06	CIVIL PLAN
15. C1.07	CIVIL PLAN (INTERSTATE 15 BRIDGE)
16. S1.01	STRUCTURAL PLAN (INTERSTATE 15 BRIDGE)
17. S1.02	PEDESTRIAN BRIDGE NOTES AND STEEL DETAILS
18. S1.03	NOT USED
19. D1.10	STREET CROSSING DETAILS
20. D1.11	STREET CROSSING DETAILS
21. D1.12	STREET CROSSING DETAILS
22. D1.13	GATE DETAILS
23. D1.14	GATE DETAILS
24. D1.15	GATE DETAILS & PEDESTRIAN BRIDGE DETAIL
25. T1.00	TRAFFIC SIGNAL PLAN
26. L1.01	TRAIL AMENITY SCHEDULE & NOTES
27. L1.01	TRAIL AMENITIES PLAN
28. L1.02	TRAIL AMENITIES PLAN
29. L1.03	TRAIL AMENITIES PLAN
30. L1.04	TRAIL AMENITIES PLAN
31. L1.05	TRAIL AMENITIES PLAN
32. L1.06	TRAIL AMENITIES PLAN
33. L2.01	TRAIL AMENITIES DETAILS
34. L2.02	TRAIL AMENITIES DETAILS
35. L3.01	PLANTING SCHEDULE & NOTES
36. L3.01	PLANTING PLAN
37. L4.01	PLANTING DETAILS
38. L5.01	IRRIGATION SCHEDULE & NOTES
39. L5.01	IRRIGATION PLAN
40. L5.01	IRRIGATION DETAILS
41. E0.01	ELECTRICAL LEGEND
42. E1.01	ELECTRICAL SITE PLAN
43. E1.02	ELECTRICAL SITE PLAN
44. E1.03	ELECTRICAL SITE PLAN
45. E1.04	ELECTRICAL SITE PLAN
1 OF 3	NEVADA POWER COMPANY PLAN
2 OF 3	NEVADA POWER COMPANY PLAN
3 OF 3	NEVADA POWER COMPANY PLAN

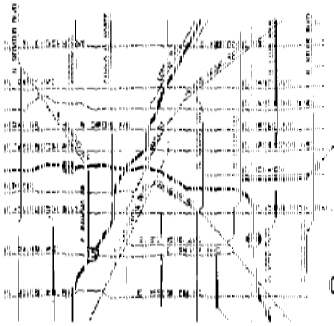
CITY OF LAS VEGAS, NEVADA

CEDAR DRAINAGE TRAIL

Trail along Cedar Drainage Channel
from Pecos Rd to Las Vegas Wash

DEPARTMENT OF PUBLIC WORKS

Bid No.: 07.1730.13



VICINITY MAP

MAYOR:
OSCAR B. GOODMAN

CITY COUNCIL:
GARY REESE (MAYOR PRO-TEM)
LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

CITY MANAGER:
DOUGLAS A. SELBY

DIRECTOR OF PUBLIC WORKS:
CHARLES KAKOWSKI JR., P.E.

CITY ENGINEER:
JORGE CERVANTES, P.E.

APPROVALS

JORGE CERVANTES, P.E. PTOE — DATE
CITY ENGINEER

D.C. WHITE, P.E. PTOE — DATE
CLV TRAFFIC ENGINEER

DOUG RANKIN, AICP — DATE
PLANNING MANAGER

JOHN O'CONNELL, P.E. — DATE
CONSTRUCTION MANAGEMENT SUPERINTENDENT

LAS VEGAS VALLEY WATER DISTRICT — DATE

CITY FIRE MARSHAL — DATE

NEVADA POWER COMPANY — DATE

SOUTHWEST GAS CORPORATION — DATE

CENTURY COMMUNICATIONS LAS VEGAS, INC. — DATE

EMBARQ — DATE

FUNDED BY:
SOUTHERN NEVADA PUBLIC
LAND MANAGEMENT ACT

Call before you dig
Underground Service Alert
1-800-227-2600

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

CEDAR DRAINAGE TRAIL
CITY OF LAS VEGAS

COVER SHEET

DESIGNED BY: — DRAWN BY: — CHECKED BY: — PROJECT NO. — DATE: — SCALE: NTS

G1.01

1 OF 45 SHEETS

APPENDIX E

DOCUMENTATION NECESSARY FOR
SECTION 106 EVALUATION

Section 106 Documentation

ENVIRONMENTAL IMPACT SURVEY

This Environmental Impact Survey is required to satisfy Stipulation 3 of Programmatic Agreement between the Federal Highway Administration (FHWA) and the Nevada Division of State Parks (NDSP) for the Federal Recreational Trails Program. This survey is a requirement for funding from the Federal Highway Administration. The applicant should complete all items through number 11.

Please enclose all documentation necessary to evaluate potential impacts to historic and cultural resources (required under Section 106 of the National Historic Preservation Act.

GENERAL INFORMATION

1. Project Applicant: City of Las Vegas

2. Name of Project: Cedar Trail Maintenance

3. Project Description: The requested Cedar Trail Maintenance Rfunding is to

4. Is the proposed project designated as Categorical Exclusion under Stipulation 1 or 2 of the Programmatic Agreement or under the FHWA regulation 23 CFR §771.117?
☒Yes ☐No

   If yes, which category best describes the proposed project? Construction of bicycle and pedestrian lanes, paths and facilities. 23 CFR 771.117(c)(3)

   Cultural study or NEPA documentation attached? ☐Yes ☒No

5. Will the proposed project be located on *(check all that apply)*
   ☐Federal Land
   NEPA documentation attached? ☐Yes ☒No
   ☐State Land
   ☐Private Land
   ☒Other (City of Las Vegas right-of-way)

6. Does the proposed project require the acquisition of property?
   ☐Yes ☒No

7. Is the proposed project a new trail? (Grand Opening was 11/03/2008)
☒Yes ☐No

Cultural study or NEPA documentation attached? ☐Yes ☒No

8. Does the proposed project/trail link to, or is it an integral part of any other project(s)/trail(s)?
☒Yes ☐No

If yes, provide names of project(s)/trail(s) and explain the relationship:
Cedar Trail is a neighborhood spur trail connecting into the regional Las Vegas Wash Trail via a pedestrian bridge.

9. Does the proposed project involve any ground disturbing activity?
☐Yes ☒No

If yes, provide an estimate of the number of acres to be disturbed:

10. Will the project involve revegetation or landscaping?
☐Yes ☒No
If yes, briefly describe the plan to incorporate native plant species and control invasive plant species: N/A

TO BE COMPLETED BY OFFICIAL HAVING JURISDICTION OVER THESE LANDS

This is to certify that the proposed project is acceptable and consistent with the designated use of the property on which it is to be developed and that the design will be in accordance with applicable regulations.

City of Las Vegas
Name and title and agency/organization of Official having jurisdiction over these lands.

Randy Fultz, P.E.
Assistant City Engineer
City of Las Vegas Public Works

11/24/08
Date

November 24, 2008

Rebecca Palmer - Archaeologist
State of Nevada-Department of Cultural Affairs
State Historic Preservation Office
100 N. Stewart Street
Carson City, NV 89701

Subject: City of Las Vegas Recreational Trails Funding Section 106 documentation project review – Cedar Trail Maintenance

Dear Ms. Palmer:

The City of Las Vegas is requesting your review of our proposed project for recreational trails funding. The Cedar Trail is a newly completed, SNPLMA funded, ADA accessible trail - the grand opening having occurred on November 3, 2008. Maintenance of the trail includes direct labor costs for trash pick-up, pet dispenser and trail hardscape maintenance. The City of Las Vegas is applying for funding with the Nevada Recreational Trails Program through Nevada Division of State Parks for the FY2009 grant cycle.

Please send your comments regarding Section 106 compliance of the National Historic Preservation Act of 1966 to:

Randy Moore
Recreational Trails Program Manager
Nevada Division of State Parks
901 S. Stewart St. Suite 5005
Carson City, NV 89701-5248

If there are any questions, please do not hesitate to call Mr. Moore at (775) 684-2775 FAX (775) 684-2777 or email rlmoore@parks.nv.gov

Sincerely,

Edwin W. Schenk
Park Planning Manager.

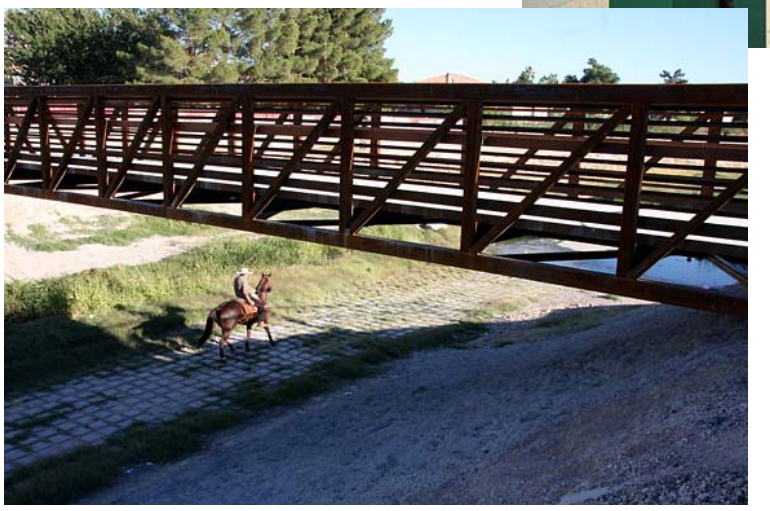
CEDAR TRAIL MAINTENANCE

The City of Las Vegas is requesting Recreational Trail Program grant funds for the maintenance of the newly completed Cedar Trail located south of Bonanza Road, between Pecos Road and the Las Vegas Wash. The trail is part of a proposed regional Las Vegas Wash Trail system, which includes separately funded projects by the Southern Nevada Public Land Management Act from 2003 to 2008. The trail system as a whole is identified in the City's Transportation Trails Master Plan, which is an element of the City Master Plan connecting neighborhoods, schools and other locations.

This area has been previously disturbed and is a flood control system. The new trail is 10-foot wide and asphalt paved. There are no known historic buildings in the proposed area.

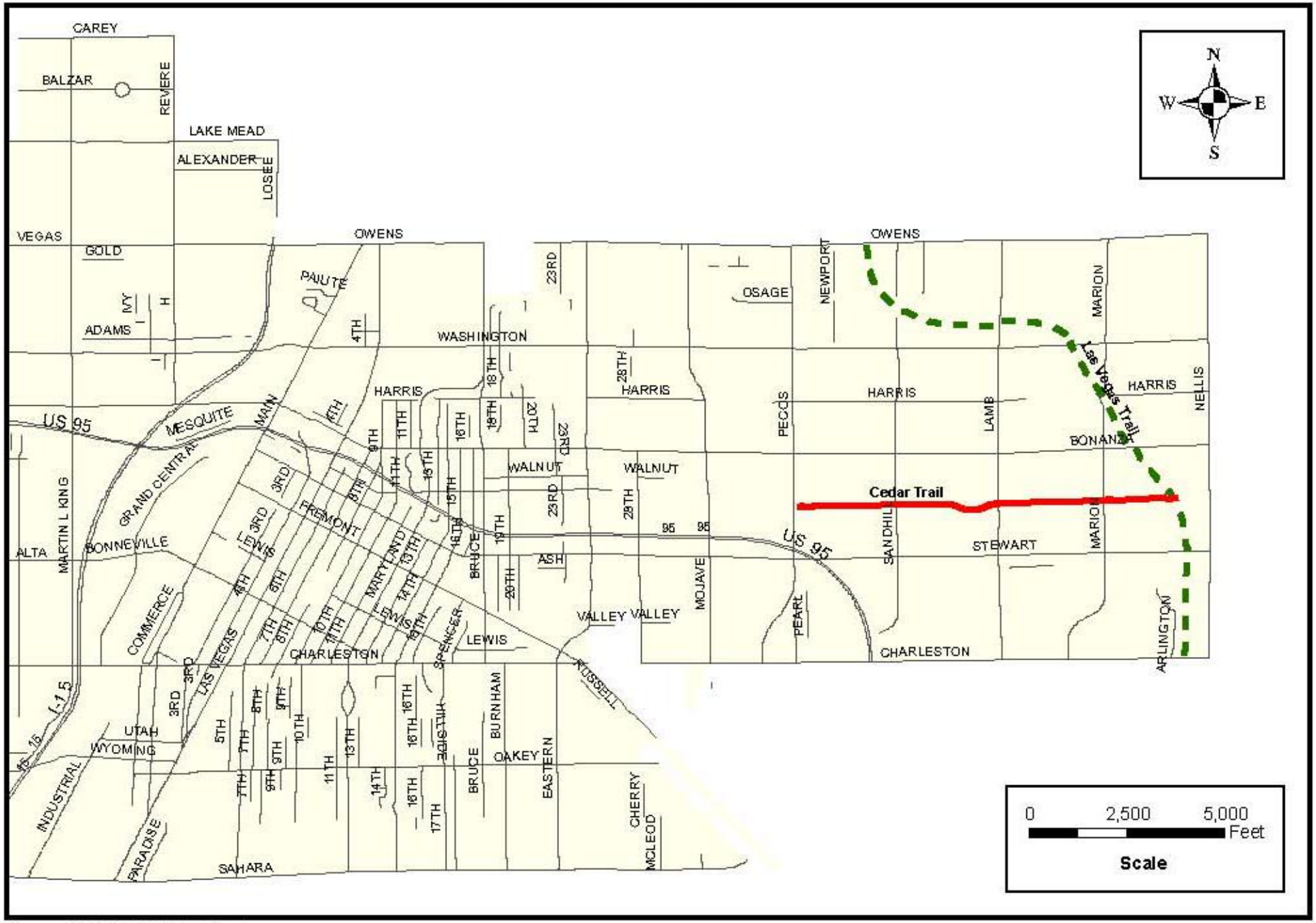
Maintenance of the trail includes direct labor costs for trash pick-up, pet dispenser and trail hardscape maintenance.

The land is owned by the City of Las Vegas.



City of Las Vegas

Cedar Trail



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DEVELOPMENT
SERVICES
CENTER

CITY OF LAS VEGAS

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

November 24, 2009

Randy Moore
Recreational Trails Program Manager
Nevada Division of State Parks
901 S. Stewart St. Suite 5005
Carson City, Nevada 89701

Dear Mr. Moore,

This letter verifies the City of Las Vegas' commitment to maintain the Cedar Trail as part of its recreational facilities inventory.

If there are any additional questions relating to this project, please do not hesitate to call Connie Diso at (702) 229-2142, fax (702) 382-8551 or email at cdiso@lasvegasnevada.gov. Thank you again for considering this proposal.

Sincerely,

Randy Fultz, P.E.
Assistant City Engineer
City of Las Vegas Public Work

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Larry Brown, Ward 4
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5

City Manager
Douglas A. Selby

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Ninth Supplemental Interlocal Contract 435i between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada to extend the project completion date for the construction of roadway improvements for Martin L. King Boulevard, Palomino Lane to Carey Avenue - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) entered into an Interlocal Contract with the City of Las Vegas on March 13, 2003 and additional Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007 and October 11, 2007 for the design, right-of-way acquisition and the construction of roadway improvements for Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue. This Ninth Supplemental Interlocal Contract will extend the completion date of the project. Additional time is needed to complete construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Ninth Supplemental Interlocal Contract 435i

NINTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, and October 11, 2007 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to August 30, 2010.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contracts dated June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, and October 11, 2007 shall remain unchanged.

IN WITNESS WHEREOF, this Ninth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

Date of Commission Action
11/13/08

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Transportation Commission
of Southern Nevada

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

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: _____
Toni Michener
Executive Assistant

Approved as to Form

By: John S. Rice 11/14/08
Deputy City Attorney Date

Approved as to Form

By: _____
Zev Kaplan
General Counsel

NINTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, and October 11, 2007 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to August 30, 2010.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contracts dated June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, and October 11, 2007 shall remain unchanged.

IN WITNESS WHEREOF, this Ninth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

_____

Date of Commission Action

11/13/08

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Transportation Commission of Southern Nevada

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

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: _____
Toni Michener
Executive Assistant

Approved as to Form

By: John S. Kohler 12/4/08
Deputy City Attorney Date

Approved as to Form

By: _____
Zev Kaplan
General Counsel

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract 516d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date and approve a revised authorization to proceed with construction of roadway improvements for the Jones Boulevard, Elkhorn Road to Horse Drive project ($7,325,000 - RTC) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,325,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on August 11, 2005 and Supplemental Interlocal Contracts on November 9, 2006, March 8, 2007 and July 10, 2008 for the construction, design and right-of- way other for roadway improvements for the Jones Boulevard, Elkhorn Road to Horse Drive project. This Supplemental Interlocal Contract will extend the project completion date and re-align projected construction expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract 516d

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

JONES BOULEVARD, ELKHORN ROAD TO HORSE DRIVE

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 11, 2005 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements, a First Supplemental Interlocal Contract on November 9, 2006 for an extension of completion and a Second Supplemental Interlocal on March 8, 2007 for an increase in funding and a Third Supplemental Interlocal on July 10, 2008 for an increase in funding, and a "Revised Authorization to Proceed" for Jones Boulevard, Elkhorn Road to Horse drive, being located totally within the CITY; and

WHEREAS, the RTC previously granted "Revised Authorization to Proceed" for construction, engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to extend the project completion date and receive a "Revised Authorization to Proceed" for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

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

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $7,325,000 which includes all of the above items.

2. A revised "Authorization to Proceed" will be issued for construction at a cost not to exceed $6,100,000, engineering design at a cost not to exceed $1,120,000, right-of-way acquisition at a cost not to exceed $40,000, and right-of-way other at a cost not to exceed $65,000, at the time written Authorization to Proceed is received from the RTC.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2010. The RTC may at any time thereafter grant time extensions or terminate this contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated August 11, 2005, First Supplemental Interlocal Contract dated November 9, 2006, Second Supplemental Interlocal Contract dated March 8, 2007, and Third Supplemental Interlocal Contract dated July 10, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

_____

City of Las Vegas

By: _____

Oscar B. Goodman, Mayor

Attest

By:_____

Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/9/08

Deputy City Attorney Date

Date of Commission Action

11/13/08

Regional Transportation Commission of Southern Nevada

By: Lawrence L. Brown III

Lawrence L. Brown III, Chairman

Attest

By: Toni Michener

Toni Michener
Executive Assistant

Approved as to Form

By: Zev Kaplan

Zev Kaplan
General Counsel

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Third Supplemental Interlocal Contract 439c between the City of Las Vegas and the Region Transportation Commission of Southern Nevada (RTC) to extend the date of completion to December 31, 2011 and approve a revised authorization to proceed for construction of the US-95 at Horse Drive Interchange, Teepee Lane to Brent Lane - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Regional Transportation Commission of Southern Nevada approved a Second Supplemental Interlocal Contract and revised authorization to proceed to fund construction, engineering and right-of-way acquisition for project US-95 at Horse Drive Interchange, Teepee Lane to Brent Lane, at the August 14, 2008 Board Meeting. The City was unable to bid this project within the three-month period allowed in the Regional Transportation Commission's Policy and Procedures and is requesting a revised authorization to proceed. This Third Supplemental Interlocal Contract will extend the project completion date to December 31, 2011. Right-of-Way and Utility certifications were submitted to NDOT but the encroachment permit and notice to proceed have not been issued. Plans are at 100 percent.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract 439c

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
US-95 HORSE DRIVE INTERCHANGE, TEEPEE LANE TO BRENT LANE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2008 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on June 12, 2003 and Supplemental Interlocal Contracts on November 9, 2006 and August 14, 2008 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Horse Drive Interchange at US-95, being located totally within the CITY; and

WHEREAS, the RTC previously granted a "Revised Authorization to Proceed" for construction, engineering and right-of-way other; and,

WHEREAS, the CITY desires to extend the completion date of the project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2011. RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 12, 2003, and Supplemental Interlocal Contracts dated November 9, 2006 and August 14, 2008 shall remain unchanged.

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IN WITNESS WHEREOF, this Third Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

_____

Date of Commission Action

11/13/08

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Transportation Commission of Southern Nevada

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

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: _____
Toni Michener
Executive Assistant

Approved as to Form

By: John S. Rodilla 12/4/08
Deputy City Attorney Date

Approved as to Form

By: _____
Zev Kaplan
General Counsel

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract 535b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project, extend the date of completion and approve a revised authorization to proceed with roadway improvements for Martin L. King Boulevard/Industrial Road, Wyoming Avenue to Palomino Lane ($2,000,000 - RTC) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on July 13, 2006 and Supplemental Interlocal Contract on August 14, 2008 for the construction, design, right-of-way acquisition and right-of-way other for roadway improvements for Martin L. King Boulevard/Industrial Road, Wyoming Avenue to Palomino Lane. This Second Supplemental Interlocal Contract will change the scope of the project to include an alternative study and will extend the project completion date.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract 535b

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT MARTIN L. KING BOULEVARD/INDUSTRIAL ROAD, WYOMING AVENUE TO PALOMINO LANE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 and Supplemental Interlocal Contract on August 14, 2008 for the Martin L. King Boulevard/Industrial Road, Wyoming Avenue to Palomino Lane Project located wholly within the CITY, has been approved by the Regional Transportation Commission; and

WHEREAS, the RTC previously granted "Revised Authorization to Proceed" for right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to change the scope of the project, extend the project completion date and receive a "Revised Authorization to Proceed" for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I– SCOPE OF PROJECT: shall be revised to read as follows:

This Supplemental Interlocal Contract applies to services for the Martin L. King Boulevard/Industrial Road, Wyoming Avenue to Palomino Lane. The alternative study will include development of alternative alignments, alternative evaluation and related right-of-way design. This Supplemental Interlocal Contract will also include right-of-way acquisition and right-of-way other.

SECTION II-PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for the alternative study, right-of-way acquisition, and right-of-way other shall not exceed $2,000,000 which includes all of the above.
2. A "Revised Authorization to Proceed" will be issued for the study at a cost not to exceed $300,000, right-of-way acquisition at a cost not to exceed $1,650,000; and right-of-way other at a cost not to exceed $50,000; at the time written Authorization to Proceed is received from the RTC.

A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to June 30, 2014.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated July 13, 2006, and Supplemental Interlocal Contract dated August 14, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Second Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

_____

Date of Commission Action

11/13/08

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: _____ 12/4/08
Deputy City Attorney Date

Regional Transportation Commission
of Southern Nevada

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

Attest

By: _____
Toni Michener
Executive Assistant

Approved as to Form

By: _____
Zev Kaplan
General Counsel

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Third Supplemental Interlocal Contract No. 475c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Question 10 funded project - Martin L. King Boulevard, Palomino Lane to Carey Avenue - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on June 10, 2004 and Supplemental Interlocal Contracts on May 19, 2005 and December 14, 2006 for the design, right-of-way acquisition and the construction of roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue. This Third Supplemental Interlocal Contract will extend the completion date of the project. Additional time is needed to complete construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract No. 475c

THIRD SUPPLEMENTAL THE INTERLOCAL CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2004 and Supplemental Interlocal Contracts on May 19, 2005 and December 14, 2006 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION III – GENERAL paragraph 6 shall be revised to read as follows:

> The project must be completed to the satisfaction of the RTC prior to August 30, 2010. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the interlocal contract dated June 10, 2004 and Supplemental Interlocal Contracts dated May 19, 2005 and December 14, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this THIRD SUPPLEMENTAL INTERLOCAL CONTRACT is effective as of the date first set forth above.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Kistler 12/9/05
Deputy City Attorney Date

Date of Commission Action

_____

Regional Transportation Commission
of Southern Nevada

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

Attest

By: _____
Toni Michener
Executive Assistant

Approved as to Form

By: _____
Zev Kaplan
General Counsel

THIRD SUPPLEMENTAL THE INTERLOCAL CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2004 and Supplemental Interlocal Contracts on May 19, 2005 and December 14, 2006 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION III – GENERAL paragraph 6 shall be revised to read as follows:

> The project must be completed to the satisfaction of the RTC prior to August 30, 2010. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the interlocal contract dated June 10, 2004 and Supplemental Interlocal Contracts dated May 19, 2005 and December 14, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this THIRD SUPPLEMENTAL INTERLOCAL CONTRACT is effective as of the date first set forth above.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Kistler 12/4/08
Deputy City Attorney Date

Date of Commission Action

_____

Regional Transportation Commission
of Southern Nevada

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

Attest

By: Toni Michener
Toni Michener
Executive Assistant

Approved as to Form

By: Zev Kaplan
Zev Kaplan
General Counsel

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an easement from the City of Las Vegas to the Las Vegas Valley Water District for portions of the Southwest Quarter of the Southeast Quarter of Section 31, Township 20 South, Range 61 East, Mount Diablo Meridian, with regard to the Oakey-Meadows Storm Drain project, APN 139-31-801-016 - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
As a result of the Oakey Storm Drain project, Las Vegas Valley Water District facilities which currently benefit the City of Las Vegas will need to be relocated into a new easement area. Included in the new easement area is an existing fire hydrant, which will be included as a part of the new easement document to the Las Vegas Valley Water District.

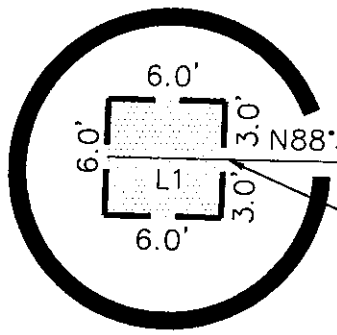
RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

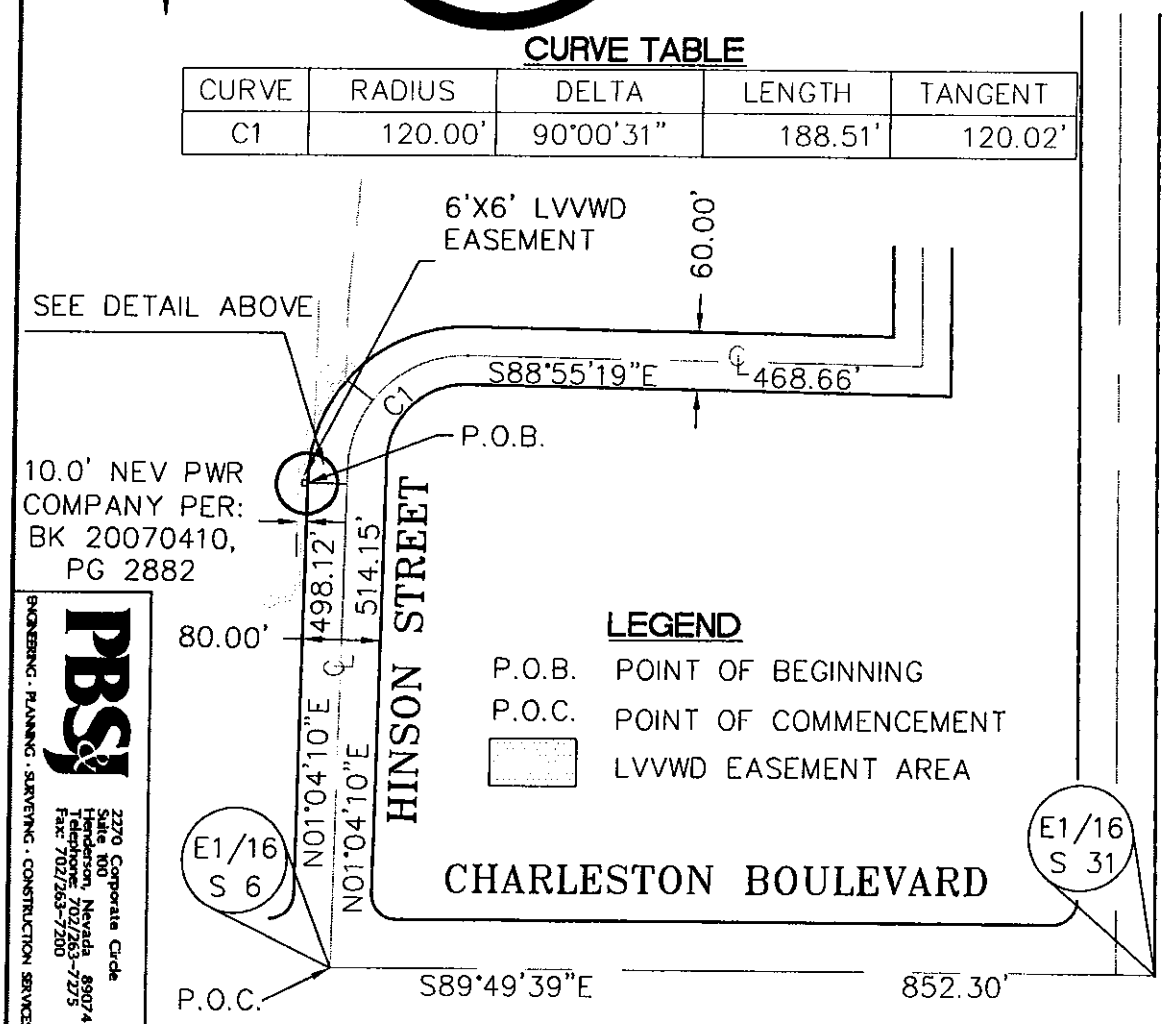
LINE	BEARING	DISTANCE
L1	N88°55'50"W	6.00'



HINSON STREET

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	120.00'	90°00'31"	188.51'	120.02'



PBS&J
ENGINEERING · PLANNING · SURVEYING · CONSTRUCTION SERVICES
2270 Corporate Circle
Suite 100
Henderson, Nevada 89074
Telephone: 702/263-7275
Fax: 702/263-7200

APN 139-31-801-016	LAS VEGAS VALLEY WATER DISTRICT EASEMENT	JOB NO. 511566	DRAWN TLH	DATE 11-24-08
		SHEET NO. 1 of 1	CHECKED MG	SCALE 1"=200'

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Cooperative Agreement between the City of Las Vegas and the Nevada Department of Transportation for the construction of a median island on Valley View Boulevard north of Sahara Avenue ($4,750 - Non-Signal Intersection Improvements Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,750
Funding Source: Non-Signal Intersection Improvements Funds
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
A segment of Valley View Boulevard north of Sahara Avenue has been found by the Nevada Department of Transportation Safety Division to be a "High Crash Location." As such, they propose mitigating this high crash location by installing a raised median to partially restrict turning movements that have been found to cause the majority of the accidents. Because the location qualifies as a "High Crash Location," it is eligible for Federal Hazard Elimination Funding provided that the City covers a 5 percent match. As such, this agreement sets forth the City's acceptance of the 5 percent match requirement and approves allocation of $4,750 from the Traffic Engineering Division's Non-Signal Intersection Improvements Funds.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and City of Las Vegas, hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is to construct a median island on Valley View between Sahara Ave. and El Camino Rd. hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT has been approved for federal Hazard Elimination funds; and

WHEREAS, the construction of the PROJECT will be of benefit to the DEPARTMENT, the CITY and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT is willing and able to perform the services described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES:

1. To reimburse the DEPARTMENT upon completion of the PROJECT within thirty (30) days after receipt of the DEPARTMENT's invoice for five percent (5%) of the total estimated PROJECT costs, estimated to be Four Thousand Seven Hundred Fifty and 00/100 Dollars ($4,750.00).

2. To approve within two weeks of receipt the final plans and specifications for the PROJECT as prepared by DEPARTMENT, said plans being acceptable to the Director of Public Works for the CITY. If the DEPARTMENT is not notified by the CITY within that period, the DEPARTMENT will proceed with the PROJECT as is.

3. To authorize DEPARTMENT, its authorized agents and contractors to occupy the CITY's Right-of-Way or easements for the purposes set forth in this Agreement. This Agreement constitutes authority to DEPARTMENT for such purposes.

4. To complete the review of all change orders submitted by the DEPARTMENT and return comments with in four (4) working days after receipt of such submittal, otherwise the DEPARTMENT will proceed with change orders so as to not delay the DEPARTMENT's PROJECT. No response from the CITY within this time frame will constitute the CITY's acceptance for the DEPRTMENT to proceed.

5. To provide the DEPARTMENT a written certification accompanied by supporting documentation, evidencing that the proposed improvements are to be constructed on property owned by the CITY.

6. To review all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

7. To be responsible for the five percent (5%) match of Federal funds and for one hundred percent (100%) of all costs not eligible for federal funding.

8. To retain ownership and maintain the improvements constructed as part of the PROJECT without cost to the DEPARTMENT upon completion of the PROJECT.

ARTICLE II - DEPARTMENT AGREES:

1. To obligate Federal Hazard Elimination funding for a maximum amount of Ninety-Thousand Two Hundred Fifty and No/100 Dollars ($90,250.00).

2. To bill CITY upon completion of the PROJECT for its five percent (5%) match of incurred PROJECT costs estimated to be Four Thousand and Seven Hundred and Fifty and 00/100 Dollars ($4,750.00), and for one hundred percent (100%) all costs not eligible for federal funding.

3. To provide CITY copies of the preliminary plans and specifications for review and comment, and to invite CITY to the specification review meeting to address said comments.

4. To allow CITY to observe, review, and inspect project construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer.

5. To observe, review, and inspect all work associated with the project during construction.

6. To allow CITY to review and comment on the DEPARTMENT's PROJECT change orders which involve features or items related to the PROJECT for which CITY assumes a maintenance responsibility. Approval shall be made within four (4) working days of service of change order as described in Paragraph 4 of CITY AGREES. No response from the CITY within this time frame shall constitute CITY's acceptance for the DEPARTMENT to proceed.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2009 or until construction of all improvements contemplated

herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn.: Jim Ceragioli, Senior Project Coordinator
Nevada Department of Transportation
Safety / Traffic Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7462
Fax: (775) 888-7403
E-mail: jceragioli@dot.state.nv.us

FOR CITY:

Attn.: Mike Janssen, P.E., Acting Assistant City Traffic Engineer
City of Las Vegas
Dept. of Public Works
400 Stewart Avenue, Las Vegas, NV 89101
Phone: (702) 229-4866
Fax: (702) 366-0032
E-mail: mjanssen@lasvegasnevada.gov

4. The total estimated PROJECT costs are Ninety-Five Thousand and 00/100 Dollars ($95,000.00), which includes: Ninety Thousand and Two Hundred and Fifty and 00/100 Dollars ($90,250.00), which sum shall constitute the Federal Hazard Elimination Funds; and shall constitute ninety-five percent (95%) of the total Agreement estimated PROJECT costs, and a match of Four Thousand and Seven Hundred and Fifty and 00/100 Dollars ($4,750.00), which sum is the responsibility of CITY and which sum shall constitute five percent (5%) of the total Agreement estimated PROEJCT cost

5. The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT for preliminary engineering, right of way engineering, right of way acquisition, the relocation of utilities, construction engineering, and construction costs. The five percent (5%) match will be calculated as the applicable percent of the total PROJECT costs eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

6. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final

costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in its reliance on the estimates set forth in the Agreement.

7. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

8. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of the PROJECT.

9. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

10. The CITY agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

15. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if

such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

19. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

20. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

21. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

22. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

23. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

24. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

25. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

26. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no

modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor, City of Las Vegas

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Kistler 12/15/08
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
R-4-2009 - Approval of a Resolution repealing Resolution R-70-2008 and calling for a public hearing on the authorization of a lease-purchase agreement to finance the acquisition, improvement and equipment of a new City Hall project in an amount not to exceed $267,000,000 - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $267,000,000
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City, in accordance with Section 2.145 of the City Charter, and NRS 350.014, 350.087 through 350.095 and 350.800, plans to finance the cost to acquire, improve and equip a new City Hall project to be evidenced by a lease-purchase agreement. NRS 350.087 to 350.095 requires the publication of a notice of intent before authorizing a lease-purchase agreement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-4-2009

RESOLUTION NO. R-4-2009

A RESOLUTION CALLING A HEARING ON THE AUTHORIZATION OF A LEASE-PURCHASE AGREEMENT TO FINANCE THE ACQUISITION, IMPROVEMENT, AND EQUIPMENT OF A NEW CITY HALL IN THE CITY; REPEALING RESOLUTION R-70-2008; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City Council (the "City Council") of the City of Las Vegas, Nevada (the "City") adopted Resolution R-70-2008 on December 3, 2008 (the "Prior Resolution"); and

WHEREAS, the City Council desires to repeal the Prior Resolution in its entirety; and

WHEREAS, the City proposes to incur financing in an amount not to exceed $267,000,000 to finance the acquisition, improvement, and equipment of a new City Hall in the City (the "Project"), to be evidenced by a Lease-Purchase Agreement (the "Agreement") entered into pursuant to Section 2.145 of the Charter of the City, being Chapter 517, Statutes of Nevada, 1983, as amended, and Nevada Revised Statutes ("NRS") Sections 350.014, 350.087 through 350.095 and 350.800, pursuant to which the City will lease and may purchase the City Hall; and

WHEREAS, the City desires to acquire, construct, equip and improve the Project; and

WHEREAS, pursuant to the provisions of NRS 350.087 to 350.095, inclusive (the "Act"), the City Council is required to publish a notice of intent before it authorizes a lease-purchase agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The Prior Resolution is hereby repealed in its entirety.

Section 2. A hearing is hereby authorized to be held before the City Council on the authorization of the Agreement. Notice of intention to adopt a resolution authorizing the Agreement and of a hearing thereon shall be given by one publication in a newspaper of general circulation in the City at least 10 days before the hearing. Such Notice shall be in substantially the following form:

NOTICE OF HEARING AND OF INTENTION TO AUTHORIZE A LEASE-PURCHASE AGREEMENT BY THE CITY OF LAS VEGAS, NEVADA

NOTICE is hereby given that the City Council of the City of Las Vegas, Nevada (the "Council" and "City," respectively) will hold a public hearing at a regular meeting to be held on Wednesday, February 18, 2009 at the hour of 9:00 a.m. in the Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada to act upon a resolution authorizing a lease-purchase agreement of the City in the maximum principal amount of $267,000,000 to finance the costs to acquire, improve and equip a new City Hall in the City.

The lease-purchase agreement is not proposed to be repaid in whole or in part by the levy of a tax exempt from the limitations on taxes ad valorem, but is to be repaid from legally available funds of the City, including, without limitation, moneys in the City's General Fund, estimated to range from $2,0000,000 and $22,200,000 per year for a period not to exceed 30 years.

The form of the resolution authorizing such lease-purchase agreement to be considered by the Council after such hearing and other information concerning such lease-purchase agreement and the purpose for which it is proposed to be used, may be examined in the office of the City Clerk, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the proposed action. Prior to the hearing, written comments may be filed with the City Clerk at the aforementioned address.

Publication Date: January 23, 2009.

/s/ Beverly K. Bridges, CMC
City Clerk

Section 3. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 4. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution or part of any resolution heretofore repealed.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 6. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this January 21, 2009.

(SEAL)

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

J. Pinheiro 1/9/09
Date

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on January 21, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:	Oscar Goodman
Council members:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	David W. Steinman

Those Voting Nay: _____

_____

Those Absent: _____

_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the meeting

is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on January 21, 2009 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this January 21, 2009.

(SEAL)

_____

City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 1006 East Oakey Blvd. PROPERTY OWNER: GREGORY J. LOGAN - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04 and 9.12, dealing with nuisances; Per 16.44.250 – Contractor site office – watchman's quarters; 19.04.020 – Accessory uses and structures; and 19.08.040 – Residential District Development Standards. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Gregory Logan, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Request for Continuance Letter
7. Response to Request for Continuance Letter
8. Rescheduled Hearing Notification

City of Las Vegas

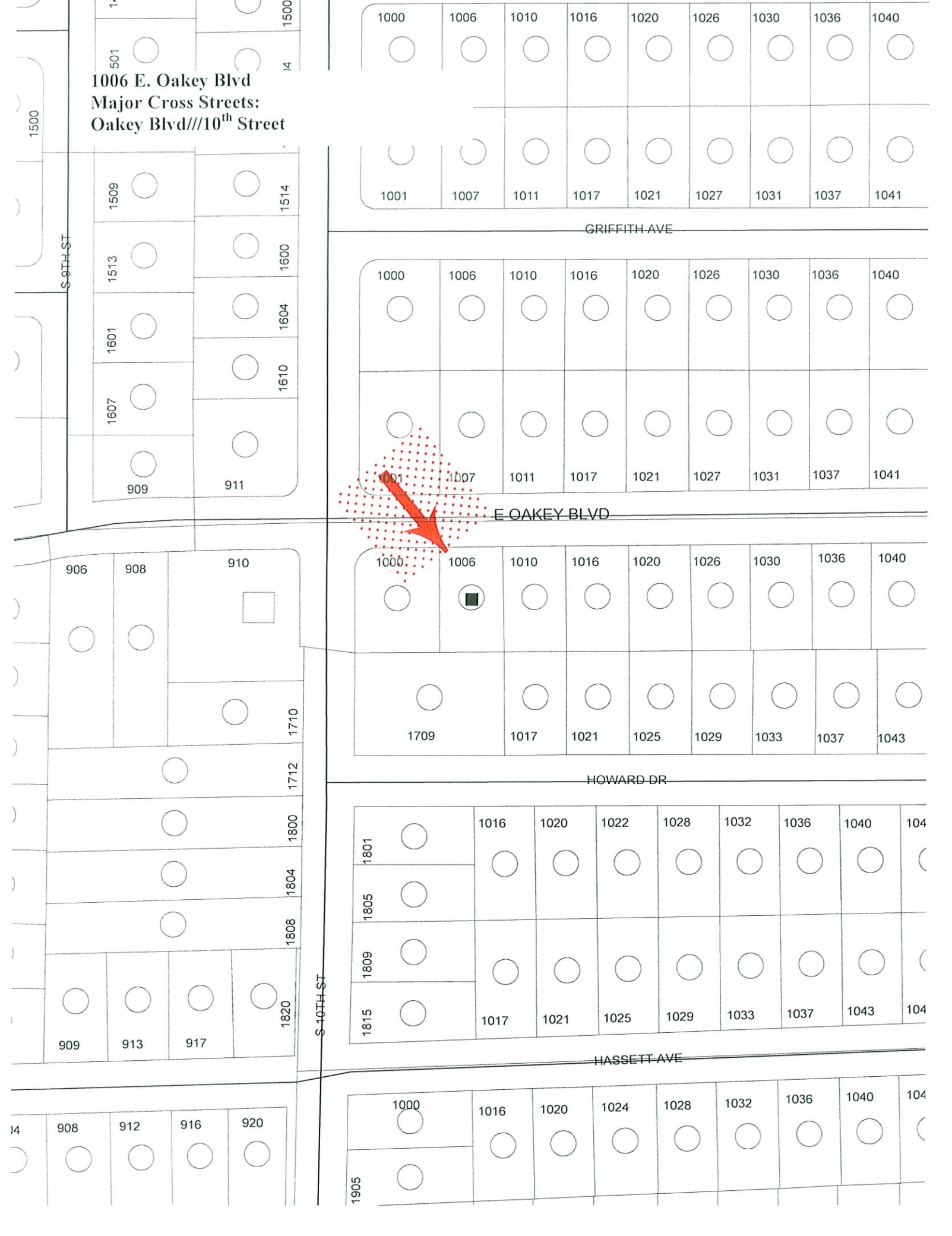
AGENDA MEMO

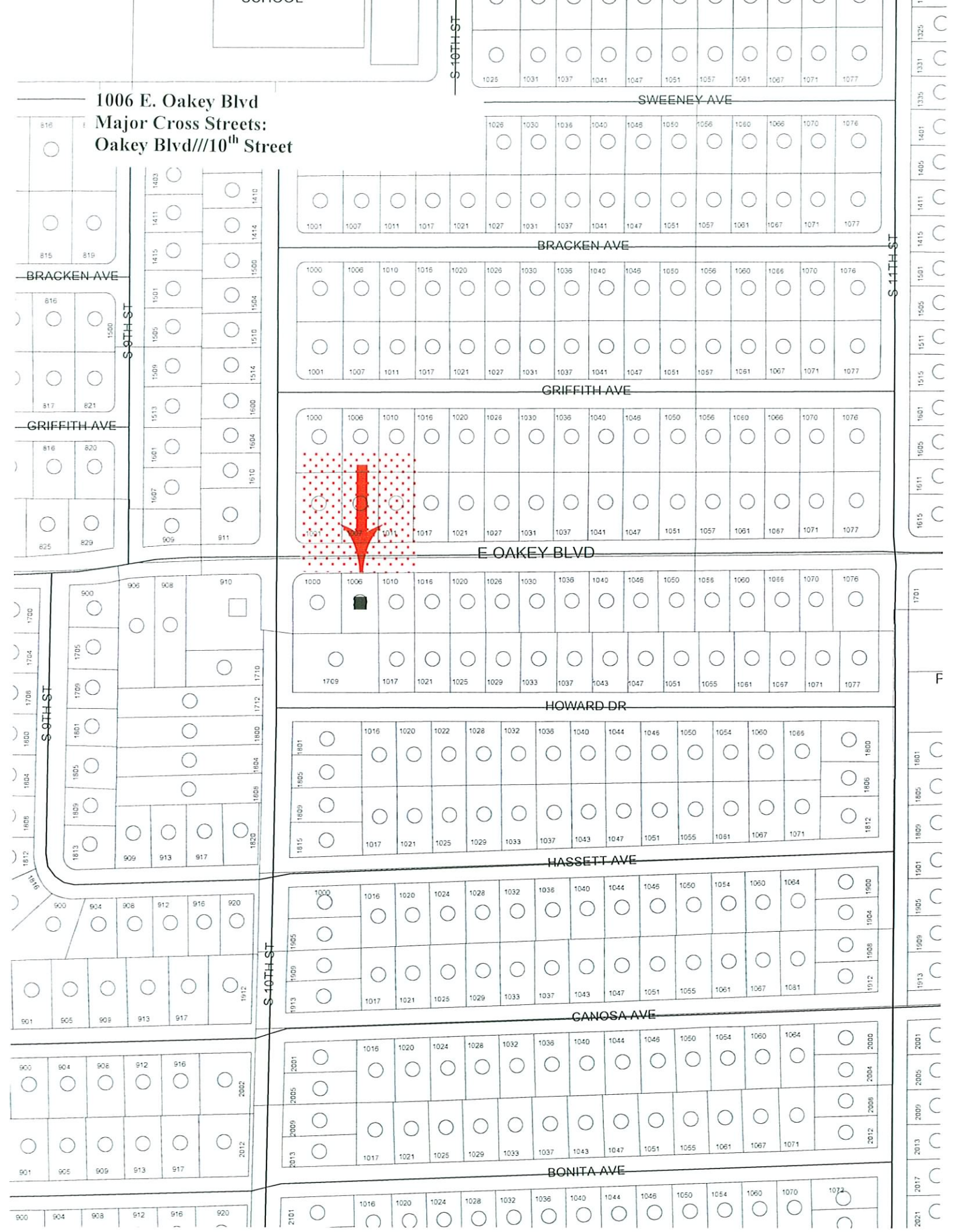
CITY COUNCIL MEETING DATE: January 21, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 1006 East Oakey Blvd. PROPERTY OWNER: GREGORY J. LOGAN – Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04 and 9.12, dealing with nuisances; Per 16.44.250 – Contractor site office – watchman's quarters; 19.04.020 – Accessory uses and structures; and 19.08.040 – Residential District Development Standards. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Nuisance Notice and Order to Comply filed by Gregory J. Logan, owner and responsible party.


1006 E. Oakey Blvd
Major Cross Streets:
Oakey Blvd///10th Street
GRIFFITH AVE
E OAKEY BLVD
HOWARD DR
HASSETT AVE
S 9TH ST
S 10TH ST


1006 E. Oakey Blvd
Major Cross Streets:
Oakey Blvd///10th Street
S 10TH ST
SWEENEY AVE
BRACKEN AVE
S 9TH ST
S 11TH ST
GRIFFITH AVE
E OAKEY BLVD
HOWARD DR
HASSETT AVE
CANOSA AVE
BONITA AVE

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001377
Notice Page Count: 5
Fees: $18.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-03-716-003

November 25, 2008

Case #70307

Certified/Regular Mail
Return Receipt Requested

Gregory J Logan
1124 S Maryland Pkwy.
Las Vegas, NV 89104-1726

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at **1006 E. Oakey Blvd., Las Vegas, NV, Parcel 162-03-716-003**, that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 16.44.250 - Contractor site office ---watchman's quarters: – Remove construction trailer. The temporary use of mobile home or travel trailer may be permitted for the use of a contractor engaged in construction work on the same parcel of land. Moreover, a mobile home or travel trailer may be placed upon any lot or parcel of land to be used by a watchman when approved by the Director of the Department of Building and Safety. Any such mobile home or travel trailer shall be properly installed and maintained in accordance with this Chapter.

Per 19.04.020 – Accessory uses and structures: Remove shed.
(A) General. An accessory use or structure which is customarily incidental to the principal use or structure, and is located on the same lot or tract of land shall be permitted as an accessory use without being separately listed as a permitted use.
(B) Partial Accessory Uses. In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

(1) The renting of rooms, providing of board, or both, for not more than three No property may be offered for sale which has unrelated persons, where no care is provided;
(2) Garage or yard sales, provided that:
    (a) Not been owned and used by the occupant of the premises;
    (b) No more than two garage or yard sales shall be conducted on the premises in any calendar year;
    (c) No garage or yard sale shall be conducted for longer than three days duration;
    (d) Garage or yard sales may be conducted during the daylight hours only; and
    (e) All signage shall conform to the provisions of LVMC 19.14.040(E).
(3) On a single-family residential lot, the parking of a motor vehicle that bears a sign advertising the vehicle for sale, provided that:
    (a) the vehicle is:
    (i) Owned by or registered to an owner or occupant of the property;
    (ii) Parked on an improved parking surface; and
    (iii) Not being sold in connection with an automobile sales business;

(b) The vehicle identification number is clearly visible from outside the vehicle, if the vehicle was manufactured to include a visible vehicle identification number;
(c) No more than one vehicle is parked on the lot for purposes of display and sale at any one time; and
(d) No more than two vehicles are parked on the lot for purposes of display and sale within a twelve month period.
(C) Unless otherwise permitted by this Title, any type of use listed in Subsection (B) that exceeds the limitations set forth for that use in Subsection (B) does not qualify as an accessory use and shall be deemed to be in violation of this Title. (Ord. 5801 § 1, 2005: Ord. 5786 § 1, 2005: ord. 5345 § 1- -4, 2001)

Per 19.08.040 – Residential District Development Standards:
General Standards for Residential Districts – The following standards apply to all residential zoning districts:
{Ord 5825 – 04/19/06}

1. *Accessory Structures.* Accessory structures on any lot in any residential district shall conform to the following:

a. Accessory Only to Main Use. No accessory structure shall be erected or moved onto any lot prior to construction of the main building unless a building permit has been issued for the construction of the main building.
b. *Height.* A detached accessory structure shall not exceed two stories in height (with a maximum of 35 feet), or the height of the main building, whichever is less.

{Ord 5405 – 01/02/02}

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area Code Enforcement Officer #21 - Tony Guarino at (702) 229-5031 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re- inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price.

You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.
If you disagree with the assessment of Neighborhood Response, then within ten (10) days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal.

The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

RECEIVED
CITY CLERK

Gregory Logan Realty
1124 S Maryland Parkway
Las Vegas, Nevada 89104

2008 DEC -2 P 3:52

Tel (702) 474-4666 FAX (702) 474-1125

December 2, 2008

TO: City Of Las Vegas - City Clerk

RE: City Of Las Vegas
Neighborhood Services Dept
Neighborhood Response-Code Enforcement
416 S 7th Street
Las Vegas, Nevada 89101
Case # 70307

NOTICE OF APPEAL

Dear City Clerk:

Please consider this an Appeal of the Notice & Order dated November 25, 2008 relative to the above Case # 70307; Assessor Parcel Number 162-03-716-003.

You may contact me anytime by telephone or mail as shown above.

Sincerely:

Gregory Logan

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

December 22, 2008

CERTIFIED & REGULAR MAIL

Gregory Logan
1124 S Maryland Pkwy.
Las Vegas, NV 89104-1726

Re: Appeal of the Notice and Order to Comply for property located at 1006 East Oakey Boulevard, Case No. 70307

Dear Mr. Logan:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 7th day of January, 2009, at the hour of 9:00 a.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on December 2, 2008, requesting the same, concerning the Notice and Order to Comply for property located at 1006 East Oakey Boulevard.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, CMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Gia Rodriguez, Ward 3 Senior Executive Assistant

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Gregory Logan Realty
1124 S Maryland Parkway
Las Vegas, Nevada 89104

Tel (702) 474-4666 FAX (702) 474-1125

December 30, 2008

TO: Stephen Harsin, Director
Devin Smith, Manager
Dan Still, Esq Deputy City Attorney
Gia Rodriguez, Ward 3 Senior Executive Assistant

RE: Request For A Continuance
Case No 70307; 1006 East Oakey Boulevard

This is a request for a continuance and rescheduling of the hearing tentatively set for January 7, 2009 @ 9:00 AM.

Due to the failure of the City to abide by the 15 day time frame I do not have sufficient time to seek discovery; do the necessary research; and otherwise prepare fir the hearing.

I am requesting a rescheduling to January 21, 2009 or some date no earlier than the 21st.

Sincerely:

Gregory Logan (appellant)

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

NEIGHBORHOOD SERVICES
DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

December 31, 2008

Mr. Gregory Logan Realty
1124 South Maryland Parkway
Las Vegas, NV 89104

RE: Request for Continuance
Case No. 70307: 1006 East Oakey Boulevard

Dear Mr. Logan:

I am in receipt of your request for a continuance and rescheduling of the hearing set for the January 7, 2009 Council Meeting.

Your request will be submitted to the City Clerk's Office, who in turn, will forward to the Mayor and Council for their consideration to abey to the January 21, 2009 Council Meeting. Please note this is only a request and not a guarantee your continuance will be approved. Therefore, it is suggested that you or a designate attend the January 7th meeting should the Mayor and Council request additional information.

If you have any questions or concerns, please contact the City Clerk's Office at 229-6311.

Sincerely,

Stephen K. Harsin, AICP
Director of Neighborhood Services

Cc: Devin Smith, Manager of Neighborhood Response
Beverly Bridges, City Clerk
Vicky Darling, Chief Deputy City Clerk
Heidi Almase, Deputy City Attorney
Gia Rodriquez, Sr. Executive Assistant, Ward 3

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
DAVID W. STEINMAN (INTERIM)
WARD 4

CITY MANAGER
DOUGLAS A SELBY

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

January 8, 2009

Case# 70307
Certified/Regular Mail
Return Receipt Requested

Gregory J. Logan
1124 S. Maryland Pkwy
Las Vegas, NV 89104-1726

Re: Notice of Abeyance – 1006 E. Oakey Blvd

Dear Mr. Gregory J. Logan:

At the City Council meeting held on January 7, 2009, Agenda Item #39 was held in abeyance and is now scheduled to be heard on January 21, 2009. This will be a hearing regarding your request for appeal.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
SECOND FLOOR
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
TDD 702.302.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the employment agreement with Elizabeth N. Fretwell as City Manager ($180,000 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $ 180,000 + benefits
Funding Source: General Fund
Dept./Division: City Manager

PURPOSE/BACKGROUND:
Betsy Fretwell began her career with the City of Las Vegas in 2000 as an Assistant City Manager and subsequently became the Deputy City Manager in 2002. Prior to her career at the City, she was the director of intergovernmental relations for the City of Henderson and also held positions with Clark County, including that of chief lobbyist to the Legislature. Ms. Fretwell has a Bachelor of Arts degree and a Master's in Public Administration from the University of Georgia. The attached agreement sets forth the terms of employment between the City of Las Vegas and Elizabeth N. Fretwell as City Manager and needs to be approved by City Council.

RECOMMENDATION:
Approve and execute the employment agreement between the City of Las Vegas and Elizabeth N. Fretwell

BACKUP DOCUMENTATION:
Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS, State of Nevada, a municipal corporation, (hereinafter the "City") and Elizabeth N. Fretwell (hereinafter the "Employee"), both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of Las Vegas, Nevada as provided by the City Charter of Las Vegas; and

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employee; and

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services at such time as she may be fully unable to discharge her duties due to age or disability, or when the City may otherwise desire to terminate her employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Las Vegas, Nevada.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: **DUTIES**

The City hereby agrees to employ Employee as City Manager of the City of Las Vegas, Nevada to perform all functions and duties imposed upon her by the Las Vegas City Charter and by the Las Vegas Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

SECTION 2: **TERM**

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from her position with the City, subject only to the provision set forth in Section 3, paragraph C of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City for a term beginning January 23, 2009 and ending July 2, 2012. During this period, Employee agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

D. In the event written notice is not given by either party to this Agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and

conditions as herein provided, all for an additional period of three years. Said Agreement shall continue thereafter for three-year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional three-year term.

SECTION 3: **TERMINATION AND SEVERANCE PAY**

Termination may occur for cause or without cause.

Termination for cause shall mean termination of employment because of (i) conviction by a court of competent jurisdiction of misappropriation or embezzlement of City of Las Vegas property or funds; (ii) conviction of any felony involving moral turpitude; or (iii) intentional breach of this Agreement.

In the event Employee is terminated without cause by the Mayor and City Council during such time that Employee is willing and able to perform her duties under this Agreement then in that event, the City agrees to pay Employee a lump sum payment equal to twelve (12) months' aggregate salary and benefits or the employee may elect to receive at her then current base rate of compensation in addition to all accrued sick, holiday, executive benefits and annual leave in the form of salary continuation payable on the normal payroll schedule followed by City for that severance period. Additionally, for a minimum of one year City shall pay the costs of health insurance for the employee and dependents; including domestic partner.

For the purposes of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the one year of health insurance coverage shall apply to the eighteen month maximum continuation period.

In the event of the demise of the employee, City agrees to provide health insurance benefits for employee's dependents (i.e. domestic partner) for up to one year; or to the end of the employee's COBRA continuation period, whichever is less, the amount of which is not to exceed the City's responsibility under stop-loss coverage consistent with the City of Las Vegas group health insurance and shall not be less than the City's responsibility under stop loss coverage as of the effective date of this agreement.

Additionally, City agrees to provide life insurance coverage, in an amount equal to the coverage offered to other City employees in the Executive classification under City's group policy in effect at the time of separation, for a period of up to one year.

For purposes of this Agreement, termination shall occur when:

A majority of the governing body votes to terminate Employee at a duly authorized public meeting;

If the City of Las Vegas, citizens or legislature amends any provisions of the charter, code or enabling legislation diminishing the role, powers, duties, authority, responsibilities of the City Manager's position, including governmental consolidation that diminishes the role of the City Manager, Employee shall have the right to declare that such amendments constitute termination;

If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as a representative of the majority of the governing body that the employee resign, then the Employee may declare a termination as of the date of the suggestion.

In the event the City at any time during the term of the Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice to comply with any other provision benefitting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Mayor and City Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and content of the herein severance pay provision.

In the event Employee voluntarily resigns her position with the City before expiration of the aforesaid term of her employment, then Employee shall give the City 60 days advance written notice, unless the parties otherwise agree.

SECTION 4: **DISABILITY**

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of sixty (60) working days beyond any accrued sick leave, the City shall have the option of terminating this Agreement, subject to the severance pay requirements of Section 3, paragraph A. However, Employee shall be compensated for any accrued sick leave, vacation, holidays and other accrued benefits.

SECTION 5: **SALARY**

The City agrees to pay Employee for her services rendered pursuant thereto an annual base salary of One Hundred Eighty Thousand and No/100ths Dollars ($180,000.00), payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of Employee.

SECTION 6: **HOURS OF WORK**

It is recognized, that Employee must devote a great deal of time outside the normal office hours to business of the City and to that end, Employee shall be allowed to establish an appropriate work schedule.

SECTION 7: **ANNUAL PERFORMANCE**

Employee shall be given an initial performance evaluation six months from the beginning of this contract. Thereafter she will be given an annual (yearly) performance evaluation and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit and bonus adjustments resulting from the review.

SECTION 8: **BENEFIT PLAN**

In addition to the salary set forth in Section 4, Employee shall be provided the standard compensation and benefit plan available to current appointive and

executive employees. In addition, Employee will be provided a contribution of 50% of the allowable IRS contribution, not to exceed Ten Thousand and No/100ths Dollars ($10,000.00) per year in the City's 457 Deferred Compensation Program. In addition to all other leave time, Employee shall be allowed five (5) paid administrative days.

SECTION 9: **RETIREMENT**

Employee will be eligible for participation in the Nevada Public Employees Retirement System (PERS) as part of the Employee Benefit and Executive Compensation Plan. In addition to those benefits, Employee shall have an additional six months PERS credit purchased for her after completion of each year of service.

SECTION 10: **DISABILITY, HEALTH AND LIFE INSURANCE**

The City agrees to provide and maintain uninterrupted disability, health and life insurance as afforded to other executive and administrative employees of the City.

SECTION 11: **DUES AND SUBSCRIPTIONS**

The City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her participation in national, regional, state and local associations and organizations necessary and desirable for her professional participation, growth and advancement, and for the good of the City.

SECTION 12: **PROFESSIONAL DEVELOPMENT AND OTHER RELATED EXPENSES**

A. The City hereby agrees to budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary for professional development of Employee, but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities, the State Municipal Manager's Association and such other national, regional state, and local governmental groups and committees thereof which Employee serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.

C. Employer recognizes that certain expenses of a non-personal nature but job related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 13: **CIVIC CLUB MEMBERSHIP**

The City recognizes the desirability of representation in and before local, civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which the City shall pay all expenses. Employee shall report to the City on each membership that she has taken out at the City's expense.

SECTION 14: **INDEMNIFICATION**

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager, or resulting from the judgment or discretion in connection with the performance of program duties or responsibilities unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer may not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Further, Employer agrees to pay all reasonable litigation expenses of employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor. Such expense payments shall continue beyond the Employee's service to the Employer as long as litigation is pending. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon as limited in this Section. The City shall not so defend, save harmless or indemnify Employee for any act arising outside the scope of her duties. The City will also

provide for legal representation of Employee for any complaint filed before the Nevada State Ethics Commission for allegations related to conduct within the scope of employees authorizing or conduct consistent with advice received from the City Attorney.

SECTION 15: **BONDING**

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 16: **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Mayor and City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City charter or any other law.

B. All provisions of the City Charter and Las Vegas Municipal Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits including the executive compensation plan enumerated specifically for the benefit of Employee except as herein provided.

C. Employee will be entitled to carry over all benefits accrued as Deputy City Manager.

SECTION 17: **NO REDUCTION OF BENEFITS**

The City shall not, at any time during the term of this Agreement, reduce the salary compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the City.

SECTION 18: **NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

The CITY:

The Mayor of the City of Las Vegas
400 Stewart Avenue, 10th Floor
Las Vegas, NV 89101

The EMPLOYEE:

Elizabeth N. Fretwell
7960 W. Rosada Way
Las Vegas, NV 89149

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19: **GENERAL PROVISIONS**

A. Governing Law/Jurisdiction: The laws of the State of Nevada shall govern this Agreement and the jurisdiction for any and all litigation relevant to this Agreement shall be the County of Clark, State of Nevada.

B. Attorneys Fees and Costs: The prevailing party to any action in litigation relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney's fees and costs associated with the same.

C. The text herein shall constitute the entire Agreement between the parties.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. This Agreement shall become effective commencing January 23, 2009.

F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor
"City"

ATTEST:

_____
BEVERLY BRIDGES, City Clerk

Elizabeth N. Fretwell
ELIZABETH N. FRETWELL
"Employee"

APPROVED AS TO FORM:

1/14/09
BRADFORD R. JERBIC Date

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Consent To Assignment and Assumption of Disposition and Development Agreement for the Second Amendment To Disposition and Development Agreement by and between Alpha Omega Strategies, Inc., a Nevada corporation, and Alpha Omega Strategies, LLC, a Nevada limited liability company for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 5 and 6 and Council Item 45]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This item pertains to the Second Amendment To Disposition and Development Agreement for 1501 North Decatur Boulevard, which was approved by City Council on July 16, 2008. Alpha Omega Strategies, Inc., is formally changing their entity to Alpha Omega Strategies, LLC.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Consent To Assignment and Assumption of Disposition and Development Agreement
2. Second Amendment To Disposition and Development Agreement
3. Disclosure of Principals

CONSENT TO ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT is made and entered into this _____day of _____, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA"), ALPHA OMEGA STATEGIES, INC., a Nevada corporation ("Assignor") and ALPHA OMEGA STRATEGIES, LLC, a Nevada limited liability company ("Assignee").

RECITALS:

A. Assignor entered into that certain Disposition and Development Agreement dated July 16, 2007, as amended (collectively the "Disposition Agreement"), by and among Assignor, the City and RDA to purchase certain real property from the City and RDA, and more particularly described in the Disposition Agreement.

B. Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title, interest and obligations of Assignor in, to and under the Disposition Agreement.

C. Assignor and Assignee desire City's and RDA's consent to the foregoing subject to the terms of this Consent.

NOW, THEREFORE, in consideration of the premises, and the undertakings of the parties under the Disposition Agreement, and for good and other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The City and RDA consent to the assignment of the Disposition Agreement, including all of the rights, benefits and privileges of the Buyer under the Disposition Agreement, to the Assignee.

2. City, RDA and Assignor confirm that (i) Exhibit A to the Assignment and Assumption of Disposition and Development Agreement dated _____ between the Assignor and Assignee ("Assignment and Assumption") represents the entire agreement between the Assignor and the City and RDA with respect to the Property; and (ii) the Disposition Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described in Exhibit A to the Assignment and Assumption.

3. Following the assignment of the interests in Assignor to Assignee, Assignee will be the Buyer under the Disposition Agreement.

4. Pursuant to Resolutions R-105-99 and RA-4-99, Assignee warrants that it has and will continue to disclose, on the form attached hereto as Attachment 1, all

members of Assignee holding more than a one percent (1%) ownership interest in Buyer.

ATTEST:

CITY OF LAS VEGAS

_____
Beverly Bridges, City Clerk, CMC

By_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

_____
Beverly Bridges, Secretary

By_____
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

J. Barbato 1/12/09
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.,
a Nevada corporation

By:_____

Its:_____

ALPHA OMEGA STRATEGIES, LLC,
a Nevada limited liability company

By: _____

Its: _____

Attachment A

ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT

This Assignment and Assumption of Disposition and Development Agreement (this "**Assignment**") is executed to be effective as of December ___, 2008 (the "**Effective Date**"), by and between **ALPHA OMEGA STRATEGIES, INC.**, a Nevada corporation ("**Assignor**") and **ALPHA OMEGA STRATEGIES, LLC**, a Nevada limited liability company ("**Assignee**").

RECITALS:

A. Assignor entered into that certain Disposition and Development Agreement, dated June 20th, 2007 (as amended, the "**Disposition Agreement**") by and among Assignor, the City of Las Vegas (the "City") and the City of Las Vegas Redevelopment Agency to purchase certain real property from the City and more particularly described in the Disposition Agreement (the "**Property**"). All capitalized terms used, but not defined, herein shall have the meanings assigned to such terms in the Disposition Agreement.

B. Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title, interest and obligations of Assignor in, to and under the Disposition Agreement, upon and subject to the terms and conditions contained in this Assignment.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor assigns to Assignee all of Assignor's right, title and interest in, to and under (a) the Disposition Agreement, and all of the rights, benefits and privileges of the Buyer thereunder, including, without limitation, any deposits or monetary obligations delivered to the City prior to the date of this Assignment, and (b) any and all surveys, title work, work product of any attorney engaged by Assignor in connection with the Property, studies, environmental reports and other reports, commitments, estoppels, utility availability letters and all other due diligence matters with respect to the Property (collectively, the "**Due Diligence Items**").

2. **Assumption**. Assignee assumes and agrees to perform all of the terms, covenants and conditions of the Disposition Agreement on the part of the Buyer therein required to be performed from and after the Effective Date. Assignee indemnifies, defends and holds Assignor harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Assignee to fully and timely perform any duty or obligation required of the Buyer under the Disposition Agreement which arises from and after the Effective Date.

3. **Indemnity by Assignor**. Assignor indemnifies, defends and holds Assignee harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Assignor to fully and timely perform any duty or obligation required of the Buyer under the Disposition Agreement which arose prior to the Effective Date.

4. **Representations by Assignor**. Assignor represents and warrants to Assignor

as follows:

(a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the full right, power and authority to enter into this Assignment, and to perform all of the obligations and liabilities of Assignor required to be performed hereunder.

(b) This Assignment has been duly and validly executed and delivered by and on behalf of Assignor and, assuming the due authorization, execution and delivery thereof by and on behalf of Assignee, constitutes a valid, binding and enforceable obligation of Assignor enforceable in accordance with its terms.

(c) Neither the execution and delivery hereof, nor the taking of any action contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Assignor is a party, or by which Assignor or the Property is a party or otherwise bound.

(d) Before giving effect to this Assignment, Assignor is the legal and beneficial holder of the rights, benefits and privileges of the Buyer under the Disposition Agreement.

(e) Attached hereto as Exhibit A is a true, correct and complete copy of the Disposition Agreement.

(f) The Disposition Agreement is in full force and effect and has not been terminated by Assignor or the City.

(g) Neither Assignor nor City is in default under the Disposition Agreement.

(h) Prior to, or concurrently with, the execution of this Assignment, Assignor has delivered to Assignee all Due Diligence Items.

(i) There is no claim, cause of action or other litigation or any judicial, administrative or investigative proceeding pending or threatened against Assignor or, to the best of Assignor's knowledge, City in respect of the Disposition Agreement, and to the best of Assignor's knowledge, there is no litigation or administrative proceeding pending or threatened against any other person that could materially and adversely affect the use of the Property for the purpose intended.

5. **Representations by Assignee.** Assignee represents and warrants to Assignor as follows:

(a) Assignee is a Nevada limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, with full right, power and authority to enter into this Assignment, and to perform all of the obligations and liabilities of Assignee required to be performed hereunder.

(b) This Assignment has been duly and validly executed and delivered by and on behalf of Assignee, and, assuming the due authorization, execution and delivery thereof by and on behalf of Assignor, constitutes a valid, binding and enforceable

obligation of Assignee enforceable in accordance with its terms.

(c) Neither the execution and delivery hereof, nor the taking of any action contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Assignee is a party or by which Assignee is otherwise bound.

6. **Counterparts; Facsimiles; Electronic Transactions**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart of this Agreement faxed, scanned emailed or other means of electronic duplication (such as the PDF format of Adobe Acrobat), by a party to another party will constitute delivery by the sending party to the recipient party, may be treated by the recipient party as an original, and will be admissible as evidence of such executed and delivered counterpart.

7. **Governing Law.** This Assignment shall be governed by the law of the State of Nevada.

[SIGNATURE PAGE TO FOLLOW]

Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

ALPHA OMEGA STRATEGIES, INC.,
a Nevada corporation

_____
Michael J. McDonald, President

APPROVED AND ACCEPTED TO
this ____ day of _____, 200____

ASSIGNEE:

ALPHA OMEGA STRATEGIES, LLC
a Nevada limited liability company

By: Peccole Management and Consulting LLC, a Nevada limited liability company, Manager

By:_____
Its:_____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Before me personally came and appeared Michael J. McDonald, as President of Alpha Omega Strategies, Inc., a Nevada corporation who produced as identification a Nevada Driver's License showing him to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ___day of December 2008.

_____
Notary Public
My commission expires: _____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Before me personally came and appeared _____, as Manager of Peccole Management and Consulting, LLC, a Nevada limited liability company, the Manager of Alpha Omega Strategies, LLC, a Nevada limited liability company who produced as identification a Nevada Driver's License showing him to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ___day of December 2008.

_____
Notary Public
My commission expires: _____

EXHIBIT A

Copy of the Disposition Agreement

[Follows This Page]

SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("Second Amendment") is made as of the 16th day of July, 2008, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a public body in the State of Nevada, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 and was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement (collectively the "DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through site planning and trying to obtain funding for the development of the Project, however, the current economic troubles that are effecting this whole country are making it difficult to use affordable housing tax credits to fund this Project.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter the APN 138-25-503-006 will be referred to as the Parcel A, which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard; and APNs138-25-515-001, 138-25-516-001 which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given a Lot name.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, PURCHASE AND SALE, subsection (a), first sentence, shall be amended to read as follows:

Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: **(1.) For Parcel A, at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space** (such development collectively referred to herein as the "Project").

2. Section 1, PURCHASE AND SALE, subsection (d), shall be amended to read as follows:

The Project will be developed within the time schedule set forth herein. The acquisition and development of the Site will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For Parcel A, Buyer agrees that, in all events, within six (6) months after the acquisition of any commercial lot, the Buyer will commence construction on the acquired commercial lot and will complete such construction within twenty-four (24) months after commencement of construction. Buyer agrees that, in all events, and no later than July 20, 2009, Buyer will have acquired all of the commercial lots within Parcel A. Buyer shall commence construction of the residential mid-rise tower no later than September 20, 2009 and complete said construction of the residential mid-rise tower ("tower") no later than September 20, 2011.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA the ability to delay the acquisition and development of Parcels B and C for a reasonable period of time due to legitimate business concerns. Approval of the delay will require the approval of the Las Vegas City Council and the RDA Board.

Acquisition of each lot, commercial and residential, or Parcel shall be subject all of the provisions of Section 9 of the DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the RDA's rights under Section 15 of this DDA.

3. Section 1, PURCHASE AND SALE, subsection (k), shall be amended to read as follows:

Except as set forth herein, the Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this Property, in whole or in part, without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA. The Buyer shall have the right to ground lease the retail pad sites to the builder or the tenant of the retail space on the commercial lot. Upon the written request by the Buyer to the Sellers, the Seller may grant this right on a lease by lease basis in writing prior to the Buyer executing the leases and Seller may not unreasonably withhold this grant. The Buyer shall also have the right to sell the retail pads or commercial lot on Parcel A to an owner operator. Upon the written request of the Buyer to Seller, the Seller may grant this right on a sell by sell basis in writing prior to the Buyer executing the purchase contact and Seller shall not unreasonably withhold the grant of this right.

The retail space plan for each commercial lot must be approved prior to the start of construction. Prior to the Seller issuing written consent to the lease, the Buyer must provide the Seller with a Letter of Intent (LOI) for the lease and the terms of the lease. If the lessee is the builder they shall also comply with Section 2, PURCHASE AND SALE, Subsection 1, EMPLOYMENT PLAN, of the DISPOSITION AND DEVELOPMENT AGREEMENT.

4. Section 1, PURCHASE PRICE, subsection (a), shall be amended to read as follows:

Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer must also deposit with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that shall be deposited into the escrow upon joint City and RDA approval of this Second Amendment. The total deposit shall be applicable to the $3,300,000 purchase price on Parcel A.

5. Section 2, PURCHASE PRICE, subsection (c) shall be amended to read as follows:

Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000) gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment.

These funds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive draws from escrow when: (A) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower, (B) the residential tower is topped off, and (C) the City accepts possession of the fire station. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower

(whereby commencement of construction is defined more particularly in Section 1 of the DDA);(B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and the execution of the Fire Station Lease.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit "B", to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit "B". In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Lease will have a forty (40) year term, and the annual rent of that lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases; however, Buyer must close on both of Parcels A and B no later than July 20, 2010.

6. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

For Parcel A, close escrow no later that July 20, 2009. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period commences the date following the opening of escrow and shall expire on July 20, 2009.

Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for 1501 N. Decatur 9.95 acre site. (The irrevocable escrow account shall specify that such deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment. These funds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer can receive draws from escrow when: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and as set forth in the Fire Station Lease.

7. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows: The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on the Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Site to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots one at a time and deposit with the RDA the $3,300,000 into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into escrow account totaling $3,350,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months- of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

8. Section 9, CONDITIONS PRECEDENT TO CLOSING, shall be amended by adding a new subsection (g) to read as follows:

The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than November 30, 2008 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 17, 2008. The Fire Station Lease shall include, among other things, the items listed above in Section 2 (c).

9. Section 15, RIGHT TO REPURCHASE, REENTER AND REPOSSESS, shall be amended to read as follows:

Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty-first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the Site. If the Buyer completes construction on or before the time set forth in this Section, the Sellers

agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

10. Except as hereinabove set forth, all other sections of the DDA shall remain in full forceand effect through out the term of the agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the day and year first above written.

ATTEST:

Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges, CMC, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

7/2/08
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By: _____
MICHAEL J. MCDONALD,
PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 16th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

Debra Hume
NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 17th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell
NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

EXHIBIT "A"'
Site Plan and Legal Description

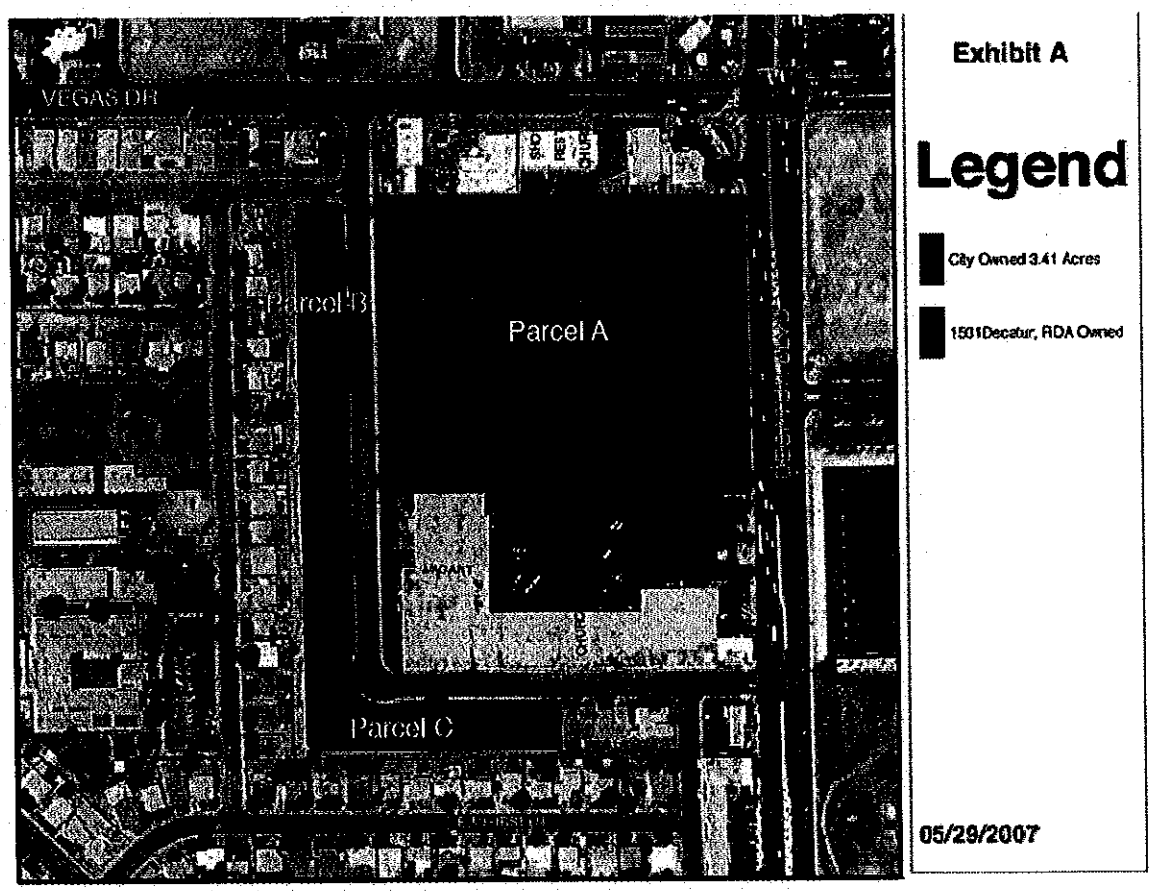


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WE4ST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Fire Station 143 - Grey Shell Build Out Responsibilities

DESCRIPTION	CITY	ALPHA	EXPENSE
Grey Shell Project Funding $3,300,000		X	ALPHA
Fire Station 143 - 4 Bay Fire Station shell, approximately 220' wide x 60' long = 13,200sf. between grid lines 16 and 26.		X	ALPHA
Estimated shell buildout cost $197 per square foot x 13,200 = $2,600,400		X	ALPHA
Estimated cash back to City for fire station tenant improvement $699,600		X	ALPHA
Estimated tenant improvement cost building construction only no soft costs $128 per square foot x 13,200 = $1,689,600 minus $699,600 cash transfer from Alpha = $990,000	X		CITY
First floor to second floor height 22'-0" minus 11" second floor concrete post tension slab. Approx. 21'-0" clear space which includes main building piping chase run.		X	ALPHA
The apparatus bay is approximately 89' wide x 60' long = 5,340sf between grid lines 16 and 20		X	ALPHA
The livable space is approximately 131' wide x 60' long = 7,860sf between grid lines 20 and 26		X	ALPHA
89' wide x 20' long concrete apron on west side of apparatus bay and 89' wide x 55' long concrete apron on east side of apparatus bay.		X	ALPHA
Concrete pads for future HVAC split system units		X	ALPHA
Designated fire personnel parking (15 Spaces) on east side of fire station.		X	ALPHA
Increase size of building emergency generator to include fire station loads (estimated increase 150kw). Independent generator for fire only preferred)		X	ALPHA
Water District Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Nevada Power Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Southwest Gas Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Fiber Conduit for Future Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Cable TV Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Sewer Main connection point for fire station waste and sand oil separator tie in brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Trash enclosure for Fire Station	X		CITY
Maintenance of site and grounds		X	ALPHA
Maintenance of exterior of building		X	ALPHA
Maintenance of Emergency Generator		X	ALPHA
Interior floor to remain open with structure columns and concrete mat footing 4' below finish floor with type II compacted structural fill over mat footing for future interior concrete slab.		X	ALPHA
Exterior walls to be finished with engineered stucco system with steel studs and R-24 wall insulation. No gypsum board. At apparatus bays masonry walls with furring and rigid insulation may be used.		X	ALPHA
Exterior overhead doors(City to supply specification), windows, and man doors to be insulated and if doors have glass insulated glazing.		X	ALPHA
Ceiling/Plenum space above livable space. Maintenance access and cat walk?		X	ALPHA
Fire Sprinkler system to be shared with main building. No separate fire riser room required. City will extend pipe drops to rooms from existing main as part of tenant improvement.		X	ALPHA
Exterior building signage (Part of the tenant improvement package)	X		CITY
Lighted site flagpole(s). City to control operation of flag raising & lowering as mandated.		X	ALPHA

EXHIBIT "C"
FORM OF QUITCLAIM DEED

APN: 138-25-503-006

Recorded at the Request of:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

When Recorded, Return to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alpha Omega Strategies, Inc. a Nevada Corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas Redevelopment Agency, a public body in the State of Nevada, the real property in the city of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto.

DATED this_____day of _____, 2008.

Alpha Omega Strategies, Inc.

By:_____
Michael J. McDonald
Its: President

ACKNOWLEDGMENT

State of Nevada)
) :ss
County of Clark)

This instrument was acknowledged before me, a notary public, on this day of _____, 2007 by _____ _____.

_____
Notary Public

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

IRREVOCABLE ESCROW INSTRUCTIONS

_____,
2008

_____

_____

Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

Michael J. McDonald, President of Alpha Omega Strategies, Inc., (the "Buyer"), one of the undersigned, has entered into that DISPOSITION AND DEVELOPMENT AGREEMENT dated June 20, 2007 and amended on October 17, 2007 and again amended on July 16, 2008 (the "Agreement"), with the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and these Irrevocable Escrow Instructions and is further described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 15 of the Agreement provides that, at the time of conveyance of the commercial lot(s) on Parcel A of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the RDA a notice certifying that a copy of it said notice has been delivered concurrently to the Buyer and stating that the City has given notice of the exercise of the RDA's remedy in Section 15 of the Agreement with respect to the commercial lot(s) on Parcel A of the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Buyer certifying that a copy of the notice has been delivered concurrently to the RDA and stating that the Buyer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Buyer, unless

during the 20 (twenty) day period, the RDA objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the RDA's power of termination with respect to any of the commercial lots on Parcel A of the Site has ended, you will forthwith return the Quitclaim Deed to the Buyer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Buyer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the commercial lot on Parcel A of the Site (as defined in the Agreement) to the RDA and is not intended to terminate a security interest in the commercial lot on Parcel A of the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By: _____
OSCAR B. GOODMAN, Chairman

Approved as to form:

_____
Date

Attest:

_____
Beverly K. Bridges, CMC, Secretary

ALPHA OMEGA STRATEGIES, INC.

By_____
MICHAEL J. MCDONALD, PRESIDENT

_____, on behalf of _____, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By :_____

Print Name: _____

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
	Alpha Omega Strategies, LLC.
Name	James Bruce Bayne
Address	851 S. Rampart, Ste 150, Las Vegas
Telephone	702 933 1111
EIN or DUNS	

Block 2	Description
	Subject Matter of Contract/DDA:
RFP #:	

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Michael J. McDonald	4908 Carmen Blvd.	702-592-1990
2.	James Bruce Bayne	851 S. Rampart, Suite 150	702-933-1111
3.	William B Bayne	851 S. Rampart, Suite 150	702-933-1111
4.	Richard L. Henry	4908 Carmen Blvd.	702-592-1990
5.	John J. McDonald	4908 Carmen Blvd.	702-592-1990
6.			
7.			
8.			
9.			
10.			

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

01-12-09
Date

Subscribed and sworn to before me this 12th day of January, 2009.

Debra Hume
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the Third Amended and Restated Disposition and Development Agreement among the City of Las Vegas (City), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a public body, and Alpha Omega Strategies, LLC, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 5 and 6 and Council Item 44]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This item would make necessary modifications to the Disposition and Development Agreement to allow this project to move forward in the most effective manner. This project will consist of at least 400 mid-rise, age-restricted low-income housing units, 65,000 square feet of commercial / retail / restaurant / office space, at least 60 low-rise, age-restricted low-income housing units, surface parking for the residential units and at least 10,000 square feet of private open space.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Third Amended and Restated Disposition and Development Agreement
2. Second Amendment To Disposition and Development Agreement
3. First Amendment To Disposition and Development Agreement
4. Disposition and Development Agreement

THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT("Third Amended DDA") is made and entered into this _____ day of _____, 2009, by and among the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers") and Alpha Omega Strategies, LLC., (herein the "Buyer"). Wherever the term "Buyer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Buyer. Pursuant to Resolutions R-105-99 and RA-4-99 adopted by Las Vegas City Council and the governing board of the RDA effective October 1, 1999, the Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all members of Buyer holding more than a one percent (1%) ownership interest in Buyer.

RECITALS

WHEREAS, the City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter, APN 138-25-503-006 which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard will be referred to as "Parcel A"; and APNs138-25-515-001 and 138-25-516-001, which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C, respectively. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given Lot names or numbers when the commercial subdivision map is recorded; and

WHEREAS, Sellers desire to sell to the Buyer, and the Buyer desires that it purchase from Sellers, the Property that is depicted in Exhibit A; and

WHEREAS, the Parties entered into a Disposition and Development Agreement dated July 20, 2007 which was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement and the Second Amendment to the Disposition and Development Agreement on July 16, 2007 (collectively the "Original DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units; and

WHEREAS, Sellers and Buyer mutually desire that the Property be developed with certain age-restricted low-income housing and multiple commercial uses as described in this Third Amended DDA; and

WHEREAS, the parties desire to amend and restate in this Third Amended DDA the terms and conditions for the disposition and development of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. **PURCHASE AND SALE.** Buyer shall purchase all of Sellers' right, title and interest in and to the Property from Sellers subject to the following:

(a) Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: (1.) For Parcel A, a minimum of at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, a minimum of at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space (such development in this Subsection (a) (1.) and (2.) collectively referred to herein as the "Project"). Any and all development on the Property will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City as presently in effect. Before commencement of construction or development of any buildings or other work of improvement related to the Project, the Buyer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work. The low-income housing component of this Project shall meet the State's definition of low income housing under N.R.S. 279.397.

(b) As part of the Buyer's efforts to promote diversity of contracting within the Las Vegas community, Buyer will require that its general contractor for the Project maintain a very focused outreach program for recruiting specially targeted population groups, including, but not limited to, (i) advertising in local minority, small business, and trade association publications; (ii) holding outreach workshops for bidding the various components of the Project; and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Buyer will use commercially reasonable efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project. This requirement shall survive the close of escrow herein and shall not merge into the deed conveying the Property to Buyer. Notwithstanding the obligations and requirements of the Buyer in Subsection (a) above, in the event the Buyer sells or leases a commercial lot created through the commercial subdivision to an end user lessee and/or purchaser ("end user"), the end user shall not be obligated by the obligations and requirements of Subsections (b) and (c). This exception shall not apply if the end user is affiliated with the Buyer in any way.

(c) The use by the City of low-income housing set aside money to acquire its portion of the Property, and the RDA contribution to the Project require that the Buyer obtain a "Public Works Identifying Number" (PWP Number) from the Office of the Labor Commissioner for the State of Nevada for any development on the property. Pursuant to NRS 279.500(2), the development of the entire Project by Buyer is subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the RDA had awarded the contract for the construction of the Project. The requirements pertaining to prevailing wages do not and will not apply to any commercial subdivision parcel that is sold or leased by the Buyer to an end user for fair market value or higher, which value will be determined via a commercial appraisal process. In the event the Buyer sells a newly created commercial subdivided lot to a commercial end user who will build a new commercial retail, office or restaurant space, the commercial end user will not be required to pay prevailing wage for its construction.

Due to the use of the of low-income housing set aside funds on Parcels B and C, the Buyer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter, the Property shall be devoted only to low-income housing and for the amenities associated with the proposed affordable senior housing. The foregoing covenants shall run with the Property, and be binding on any successors in interest thereto. This covenant shall be valid and enforceable by Sellers for a period of fifty (50) years (the "Period of Affordability") commencing on the date that the Certificate of Occupancy has been issued.

(d) The Project will be developed within the time schedule set forth herein. The acquisition and development of the Property will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots or the end user is prepared to commence construction on a commercial lot in Parcel A.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial retail lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For the commercial retail lots on Parcel A, Buyer agrees that, in all events, within twenty-four (24) months after the acquisition of any commercial lot, the Buyer will complete such construction. The Buyer covenants that all end users will comply with this construction timeline as well. Buyer shall close escrow on the commercial lots on Parcel A no later than July 20, 2009.

For the residential lot on Parcel A, Buyer shall close escrow no later than January 1, 2010 and commence construction of the residential mid-rise tower no later than January 1, 2010 and complete said construction of the residential mid-rise tower ("tower") no later than January 27, 2012.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA a delay for the acquisition and development of Parcels B and C for a reasonable period of time due to reasonable legitimate business concerns. Approval of the request for a delay will require the approval of the Las Vegas City Council and the RDA Governing Board.

Acquisition of each commercial and residential lot on Parcels A, B and C, or Parcel in its entirety shall be subject all of the provisions of Section 9 of this Third Amended DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence

or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this Third Amended DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the City's and RDA's rights under Section 15 of this Third Amended DDA.

(e) The Buyer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site and required off-site improvements.

(f) The Buyer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Property.

(g) INTENTIALLY DELETED

(h) For the purposes of assuring compliance with this Third Amended DDA, and in addition to the normal City inspectors associated with construction in the City, representatives of the City and the RDA shall have the reasonable right of access to the Property and Project without charges or fees and at normal construction hours during the period of construction for the purposes of monitoring performance of this Third Amended DDA, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of RDA or the City shall be those who are so identified in writing by the Executive Director of RDA and the City Manager of the City. RDA and the City shall defend (with counsel reasonably acceptable to Buyer) indemnify the Buyer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the liability limitations of NRS 41.035.

(i) The Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) the RDA, the City, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project excluding any actual liabilities resulting solely from the acts of the City or RDA.

(j) The Buyer shall not sell, transfer, exchange or deed the Property, in whole in or part, to another entity without written approval from the Sellers. Any attempt to dispose of this Property without the written consent of the Sellers shall constitute a breach of this Third Amended DDA and trigger the Sellers' rights under section 15 of this Third Amended DDA.

(k) Failure on the part of the Buyer, after acquisition of the Property, to comply with the provisions of this section shall constitute a default under this Third Amended DDA. Sellers shall provide Buyer with written notice of default and allow Buyer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Buyer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Employment Plan. In accordance with the provisions of the RDA's employment plan policy adopted June 3, 1992, as amended June 6, 2001, as it relates to the Project, Buyer shall:

1. Provide the RDA with a list and amount of all contracts to be let for the construction of the Project.
2. Contact the City to identify the vendors in its minority vendor's directory.
3. Notify these vendors of all construction contracts to be let for the Project. A copy of this notification shall be submitted to the RDA.
4. Complete the Buyer's proposed employment plan, as required by NRS 279.482(2)DDA, which must be submitted to and approved by the Sellers prior to the close of escrow.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be Six million five hundred thousand dollars ($6,500,000.00), all cash. The Purchase Price should be paid as follows:

(a) Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer has also deposited with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that was deposited into the escrow upon the approval of the Second Amendment to the Disposition and Development Agreement. The total deposit of $325,000.00 ("Deposit") shall be applicable to the $3,300,000 purchase price on Parcel A or the Deposit may be posted for necessary security for the recording of the commercial subdivision map, including, applying the funds from the Deposit as surety for the off-site improvements necessary to record the final map, as approved by the City and RDA Notwithstanding the requirement of the Contingency Period, in the event the Project is canceled and this Third Amended DDA is terminated prior to the expiration of the Contingency Period and the Deposit has been applied toward the security for the recording of the commercial subdivision map, the Deposit shall be non-refundable and not be returned to the Buyer.

(b) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, six million one hundred seventy-five thousand dollars ($6,175,000.00), plus Buyer's share of the escrow fees and costs.

(c) Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for Parcel A. The purchase price for the commercial lots must be paid in full at closing for each commercial lot. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000)

gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into the escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or the residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City and RDA, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of this Third Amended DDA.

These Parcel A Land Sale Proceeds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive each draw from escrow upon the completion of each of the following to the satisfaction of the RDA: (A.) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower; (B.) the residential tower is topped off; and (C.) the City accepts possession of the fire station. The Parcel A Land Sale Proceeds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of this Third Amended DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit F, to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit F. In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Fire Station Lease will have a forty (40) year term, and the annual rent of that Fire Station Lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases. Notwithstanding any approvals for a request for a delay, Buyer agrees that conveyance of both Parcels A and B shall occur no later than January 1, 2010.

3. **TITLE TO THE PROPERTY**. The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow. Buyer shall have fifteen (15) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Sellers and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title as set forth in the PTR. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Sellers shall make a good faith effort to cure Buyer's Objection prior to the expiration of the Contingency Period, or, if Sellers elect to disregard or fail to cure Buyer's Objection, Buyer may terminate this Third Amended DDA as Buyer's sole recourse, and the Deposit shall be returned to the Buyer, less escrow costs and fees to such date.

4. **TITLE INSURANCE.** Sellers agree to deliver, at their expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Third Amended DDA. Buyer, at its option and as its sole recourse against Sellers, may terminate this Third Amended DDA, and the Deposit, less escrow fees and costs, shall be returned if the Sellers fail to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE**. The Sellers shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Sellers hereby grant Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Sellers harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Sellers harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations. In the event Buyers desire to perform any tests on the Property which penetrate below the soil surface, Buyers shall provide either a performance bond or liability insurance policy to Sellers in the form approved by the City Attorney's Office, in the amount of $1,000,000 to secure such indemnification to Sellers. If Buyer determines in its sole discretion that the condition of the Property is not acceptable for its purposes, Buyer may cancel this Third Amended DDA during the Contingency Period by giving the Sellers and Escrow Agent written notice of such cancellation during the Contingency Period, and in such case the Third Amended DDA shall be terminated and the Deposit returned to Buyer less any accrued escrow fees and costs. If Buyer does not terminate the Third Amended DDA during the Contingency Period as herein provided, Buyer shall be deemed to have accepted the condition of the Property in its "as is, where is" condition, and shall not assert any claims against Sellers in the future for any conditions of the property, known or unknown.

7. **"AS IS" SALE.**

a. The Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by the Buyer pursuant to this Third Amended DDA in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Third Amended DDA, Sellers make no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Sellers make no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property. The Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Third Amended DDA constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Buyer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Property (collectively the "Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Buyer has or may have in the future against Sellers, their officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer or any Releasing Party now has or which Buyer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Property. The Buyer hereby agrees to hold harmless and indemnify Sellers from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by Sellers after the conveyance of the Property to the Buyer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Property or (ii) the application of Environmental Laws to the Property. This provision shall survive closing and, when recorded, shall run with and bind the Property and any successors thereto, and shall not merge in the deed conveying the Property to Buyer.

c. Warranties.

Buyer agrees that Sellers are making no representations or warranties regarding the environmental condition of the Property.

d. Definitions.

1. As used in this Third Amended DDA, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this Third Amended DDA, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any .federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants,

contaminants, chemicals or industrial, toxic, hazardous or similar substances.

8. **ESCROW**. The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo as escrow agent (the "Escrow Agent"), immediately after the effective date of this Third Amended DDA. The escrow shall be deemed opened when Buyer and Sellers have executed and delivered a signed copy of this Third Amended DDA and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Third Amended DDA, and in addition shall provide the following:

(a) For Parcel A, close escrow no later that July 20, 2009 for the commercial retail pads and on January 1, 2010 for residential lot. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period has expired.

(b) Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for Parcel A. (The irrevocable escrow account shall specify that such Deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the escrow account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of this Third Amended DDA. As described in Section 2, above, the Parcel A Land Sale Proceeds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer may receive draws from escrow when each of the following events occurs to the satisfaction of the RDA: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the Third Amended DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Buyer any Documentary Transfer Tax and charge Sellers the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided at close of escrow in accordance with the usual practices in Clark County, Nevada pursuant to Section 11 herein;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Sellers;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Third Amended DDA; and

(f) In the event of any conflict between the terms of this Third Amended DDA and the terms of the escrow, the terms of this Third Amended DDA shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be retained by the Sellers as liquidated damages. If escrow fails to close as a result of Sellers' default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer herein, but Sellers shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Third Amended DDA prior to close of escrow.

9. **CONDITIONS PRECEDENT TO CLOSING**. The purchase of the Property is contingent upon fulfillment of the following conditions precedent:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) business days after Buyer's receipt of same from Escrow Agent, all pursuant to Section 3.

(b) The Contingency Period as described herein has expired.

(c) The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the Third Amended DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Property to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots on Parcel A one at a time and deposit with the RDA the $3,300,000 into an escrow account for the Parcel. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid

at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Deposit from the Buyer into escrow account totaling $3,300,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months from the date of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

(d) The Buyer shall resolve and/or remove, to the satisfaction of the Sellers and as necessary for the Project to be completed, the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada.

(e) The Buyer shall provide written evidence of complete project financing, which financing must be approved by Sellers prior to close of escrow, and such financing shall be closed in a simultaneous closing with the escrow required by this Third Amended DDA and in a manner acceptable to Sellers.

(f) The Employment Plan must be completed by the Buyer and submitted to and approved by the Sellers December 1, 2009 and attached here to as Exhibit E "Emplyment Plan.

(g) The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than December 1, 2009 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 15, 2009. The Fire Station Lease shall include, among other things, the items listed above in Section _2 (c)____.

10. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this Third Amended DDA by the Buyer and delivery thereof to the Sellers shall constitute an offer to purchase the Property under the terms and conditions set forth herein. This Third Amended DDA does not become binding upon the Sellers until approved by the City Council and the RDA Governing Board Board, and signed by the Mayor of the City of Las Vegas and the Chairman of the RDA Board. By executing this Third Amended DDA and submitting it to the Sellers, the Buyer is making an irrevocable offer to enter into this Third Amended DDA, which offer shall continue for the period of time necessary for the City Council and RDA Board to consider the same and thereafter to execute and deliver it to Buyer, or reject the offer and authorize the return of Buyer's Deposit.

11. **CLOSING COSTS AND FEES.** At the close of escrow:

A) The Sellers shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be shared equally between Buyer and Sellers.

C) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

D) All Closing Costs shall be paid at Close of Escrow.

E) The Buyer is responsible for payment of the Real Estate Transfer Tax.

11.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse to Sellers the Purchase Price less Sellers' share of costs of Escrow.

11.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Sellers and Buyer at the addresses provided in Section 16 a true, correct and complete copy of the Closing Statements, in form customarily prepared by the Escrow Agent.

12. **REPRESENTATIONS AND WARRANTIES BY THE SELLERS.** The Sellers hereby represent and warrant to the Buyer the following:

A) As far as is known to Sellers, the Sellers own the Property subject to the easements and exceptions set forth in PTR, and have no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Sellers have taken no action prior to the execution of this Third Amended DDA which would adversely affect title to the Property.

B) This Third Amended DDA and all documents executed by the Sellers which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Sellers and are enforceable in accordance with their respective terms.

C) The Sellers are not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D) As far as is known to Sellers, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Sellers, as relating to the Property.

12.1 **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Sellers that this Third Amended DDA and all documents executed by the Buyer which are to be delivered to the Sellers at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Third Amended DDA as indicated herein.

12.2 **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Third Amended DDA, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

13. **MORATORIUMS.** Should the Property come under a moratorium resolution or other similar action by a governmental agency or utility company which would normally provide services to the Property, all payments and conditions of performance referred to herein or referred to in any

documents connected with this sale shall automatically be extended by the length of the period covered by such moratorium order.

14. **CONDEMNATION.** If, at or prior to the time of closing, the Property, or any portion thereof, shall be condemned or taken pursuant to any governmental power of eminent domain, Buyer shall have the right to terminate this Third Amended DDA and receive its Deposit, less escrow costs, or elect to proceed to closing with an equitable reduction in the Purchase Price for the portion of the Property condemned or to be taken at the per acre purchase price rate or at the condemnation value, whichever is higher, on account of such taking.

15. **RIGHT TO REPURCHASE, REENTER AND REPOSSESS** Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this Third Amended DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this Third Amended DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this Third Amended DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this Third Amended DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this Third Amended DDA and proceeds with such construction to completion in the manner required by this Third Amended DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this Third Amended DDA, the term of this right shall commence immediately on the thirty-first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to

exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the subject commercial lot as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the subject commercial lot. If the Buyer completes construction on or before the time set forth in this Section, the Sellers agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

In the event the Buyer sells a commercial lot to an end user and the end user pays fair market value for the land, the RDA will waive their right to re-enter the commercial lot.

16. **NOTICES**. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLERS:

City of Las Vegas
Office of Business Development
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor

Las Vegas, Nevada 89101

COPY TO: City of Las Vegas
City Attorney's Office
400 East Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

BUYER: Alpha Omega Strategies, LLC.
4908 Carmen Blvd.
Las Vegas, NV 89108

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

17. **APPLICABLE LAWS AND SEVERABILITY**. This Third Amended DDA shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

18. **ENTIRE AGREEMENT**. The foregoing represents the entire agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action with respect to this Third Amended DDA, each party shall bear its own costs and attorney's fees.

19. **SUCCESSORS AND ASSIGNS.** Except as specifically set forth in this Third Amended DDA, all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. However, the Buyer shall not encumber, sell, transfer, exchange or deed the Property, in whole or in part, to another entity without written approval from the Sellers.

20. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Third Amended DDA without the express written consent of the other party.

21. **MERGER OF PRIOR AGREEMENTS.** This Third Amended DDA (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

22. **NO WAIVER.** No waiver of any of the provisions of this Third Amended DDA shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. **COUNTERPARTS.** This Third Amended DDA may be executed in multiple counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Third Amended DDA may not be recorded in the Clark County Recorder's Office unless and until the close of escrow, at which time it shall be recorded by Escrow Agent.

24. **SURVIVAL.** The representations and warranties contained in this Third Amended DDA, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

25. **TIME OF THE ESSENCE**. Time is of the essence of this Third Amended DDA and all terms, provisions, covenants and conditions hereof.

26. **MODIFICATIONS OR AMENDMENTS.** This Third Amended DDA may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Third Amended DDA by the City Council and the RDA Board, and after it has been fully executed by signature of all parties, each Seller designates the City's Director of the Office of Business Development who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Third Amended DDA (except the deed to convey the Property, which shall be executed by the Mayor of the City and the Chairperson of the RDA), such as amendments, escrow documents, adjustments to monetary expenditure not to exceed ten thousand ($10,000.00) dollars, and the filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

CITY OF LAS VEGAS

_____
Beverly Bridges, City Clerk , CMC

By_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

_____
Beverly Bridges, Secretary

By_____
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

D. Panticelli 1/12/05
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, LLC.

By_____
MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

_____
NOTARY PUBLIC, in and for said County and State

ESCROW AGENT'S RECEIPT OF DDA

THE UNDERSIGNED Escrow Agent acknowledges receipt of this DDA and agrees to act in accordance therewith and pursuant to other escrow instructions required by Escrow Agent.

DATED THIS _____ DAY OF _____, 2007.

By:_____
Title:_____

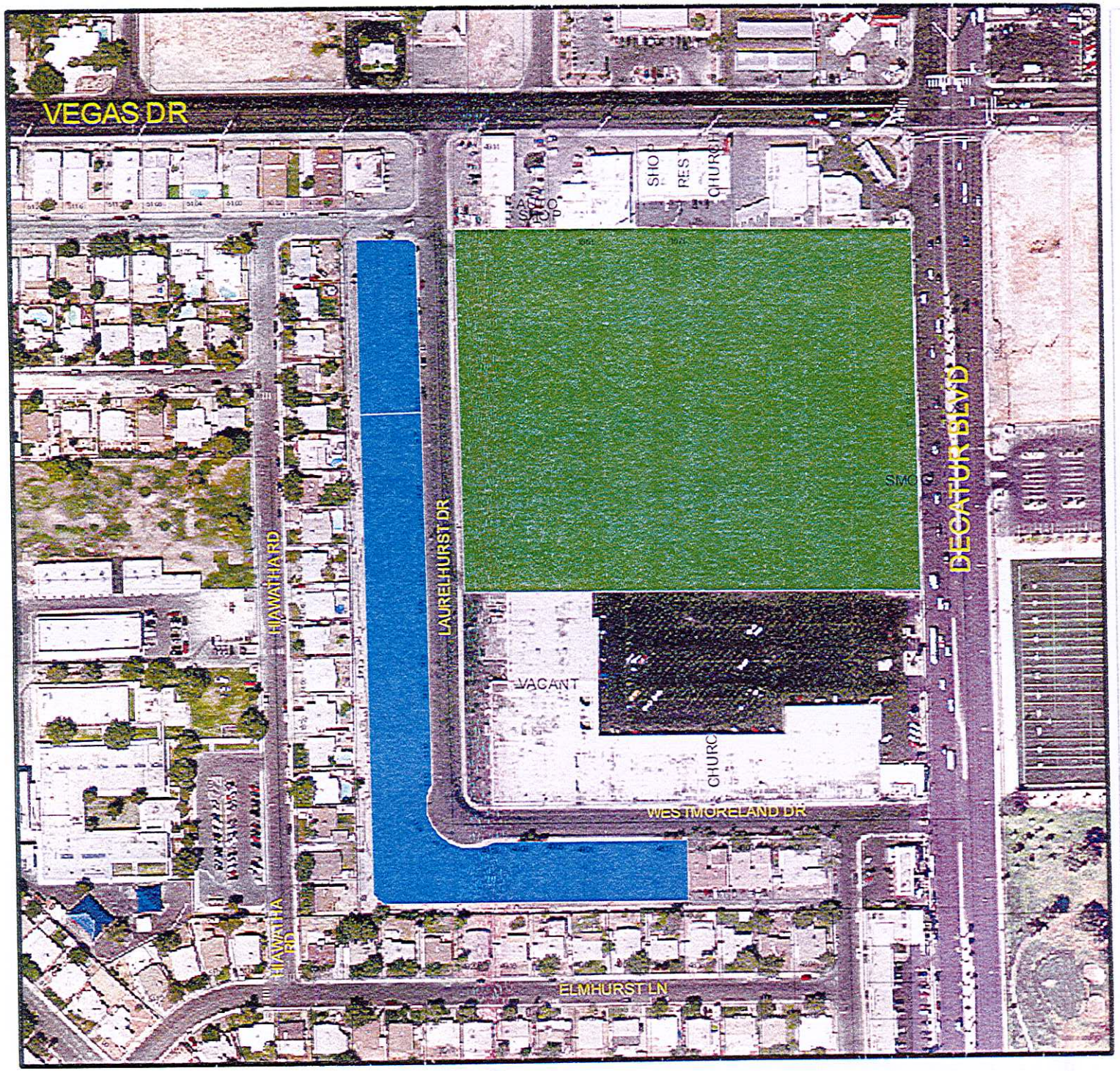


Exhibit A

Legend

City Owned 3.41 Acres

1501Decatur, RDA Owned

05/29/2007

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WEAST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
	Alpha Omega Strategies, LLC.
Name	James Bruce Bayne
Address	851 S. Rampart, Ste 150, Las Vegas
Telephone	702 1933 1111
EIN or DUNS	

Block 2	Description
	Subject Matter of Contract/DDA:
RFP #:	

Block 3 Type of Business

☐ Individual ☐ Partnership ✱ Limited Liability Company ☐ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Michael J. McDonald	4908 Carmen Blvd.	702-592-1990
2.	James Bruce Bayne	851 S. Rampart, Suite 150	702-933-1111
3.	William B Bayne	851 S. Rampart, Suite 150	702-933-1111
4.	Richard L. Henry	4908 Carmen Blvd.	702-592-1990
5.	John J. McDonald	4908 Carmen Blvd.	702-592-1990
6.			
7.			
8.			
9.			
10.			

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

01-12-09
Date

Subscribed and sworn to before me this 12th day of January, 2009.

Debra Hume
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

EXHIBIT "C"

APNs: 138-25-515-001
138-25-516-001
138-25-503-006

RPTT: _____

Recording Requested by:
City of Las Vegas, Nevada
After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers"), hereby grants, bargains and sells to Alpha Omega Strategies, LLC., (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APNS: 138-25-515-001, 138-25-516-001 and 138-25-503-006.

. 1. The Property is conveyed pursuant to an agreement for Disposition and Development Agreeemnt ("the Agreement") of the Property, entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform there under may result in Grantor's exercising its rights to enforce a lien as set forth in Section 25 of said Agreement.

3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect for a period of five years from the recordation of this deed in the Official Records, Clark County, Nevada Recorder's Office, and shall automatically expire at the end of such five year period unless the Grantee fails to comply with the terms of the Agreement, in which case shall remain in full force and effect until satisfied.

5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record, and subject to the Notice of Lien recorded herewith.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2006.

ATTEST:

_____
Beverly Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
Beverly Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By_____
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

_____
Deputy City Attorney/Agency Attorney

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

ALPHA OMEGA STRATEGIES, LLC.

By_____
MICHAEL J. MCDONALD,
PRESIDENT

"GRANTEE"

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

_____

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he executed the above instrument.

_____

NOTARY PUBLIC, in and for said
County and State

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED
IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2006
(Mutually Agreeable Title Company)

_____
Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

_____, as _____ of Alpha Omega Strategies, LLC. (the "Developer"), one of the undersigned, has entered into that certain real property Third Amended and Restated Disposition and Development Agreement dated _____, 2009, with the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 8 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 8 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 30 (thirty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 30 (thirty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 30 (thirty)

day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you area advised by both parties hereto that the City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

ATTEST:

_____
Beverly Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
Beverly Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By_____
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

_____
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, LLC.

By_____
MICHAEL J. MCDONALD,
PRESIDENT

By_____

_____, on behalf of _____, hereby accepts and agrees to carry out these escrow instructions.

TITLE COMPANY: _____

By :_____
Print Name: _____

SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("Second Amendment") is made as of the 16th day of July, 2008, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a public body in the State of Nevada, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 and was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement (collectively the "DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through site planning and trying to obtain funding for the development of the Project, however, the current economic troubles that are effecting this whole country are making it difficult to use affordable housing tax credits to fund this Project.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter the APN 138-25-503-006 will be referred to as the Parcel A, which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard; and APNs138-25-515-001, 138-25-516-001 which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given a Lot name.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, PURCHASE AND SALE, subsection (a), first sentence, shall be amended to read as follows:

Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: **(1.) For Parcel A, at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space** (such development collectively referred to herein as the "Project").

2. Section 1, PURCHASE AND SALE, subsection (d), shall be amended to read as follows:

The Project will be developed within the time schedule set forth herein. The acquisition and development of the Site will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For Parcel A, Buyer agrees that, in all events, within six (6) months after the acquisition of any commercial lot, the Buyer will commence construction on the acquired commercial lot and will complete such construction within twenty-four (24) months after commencement of construction. Buyer agrees that, in all events, and no later than July 20, 2009, Buyer will have acquired all of the commercial lots within Parcel A. Buyer shall commence construction of the residential mid-rise tower no later than September 20, 2009 and complete said construction of the residential mid-rise tower ("tower") no later than September 20, 2011.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA the ability to delay the acquisition and development of Parcels B and C for a reasonable period of time due to legitimate business concerns. Approval of the delay will require the approval of the Las Vegas City Council and the RDA Board.

Acquisition of each lot, commercial and residential, or Parcel shall be subject all of the provisions of Section 9 of the DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the RDA's rights under Section 15 of this DDA.

3. Section 1, PURCHASE AND SALE, subsection (k), shall be amended to read as follows:

Except as set forth herein, the Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this Property, in whole or in part, without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA. The Buyer shall have the right to ground lease the retail pad sites to the builder or the tenant of the retail space on the commercial lot. Upon the written request by the Buyer to the Sellers, the Seller may grant this right on a lease by lease basis in writing prior to the Buyer executing the leases and Seller may not unreasonably withhold this grant. The Buyer shall also have the right to sell the retail pads or commercial lot on Parcel A to an owner operator. Upon the written request of the Buyer to Seller, the Seller may grant this right on a sell by sell basis in writing prior to the Buyer executing the purchase contact and Seller shall not unreasonably withhold the grant of this right.

The retail space plan for each commercial lot must be approved prior to the start of construction. Prior to the Seller issuing written consent to the lease, the Buyer must provide the Seller with a Letter of Intent (LOI) for the lease and the terms of the lease. If the lessee is the builder they shall also comply with Section 2, PURCHASE AND SALE, Subsection 1, EMPLOYMENT PLAN, of the DISPOSITION AND DEVELOPMENT AGREEMENT.

4. Section 1, PURCHASE PRICE, subsection (a), shall be amended to read as follows:

Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer must also deposit with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that shall be deposited into the escrow upon joint City and RDA approval of this Second Amendment. The total deposit shall be applicable to the $3,300,000 purchase price on Parcel A.

5. Section 2, PURCHASE PRICE, subsection (c) shall be amended to read as follows:

Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000) gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment.

These funds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive draws from escrow when: (A) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower, (B) the residential tower is topped off, and (C) the City accepts possession of the fire station. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower

(whereby commencement of construction is defined more particularly in Section 1 of the DDA);(B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and the execution of the Fire Station Lease.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit "B", to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit "B". In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Lease will have a forty (40) year term, and the annual rent of that lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases; however, Buyer must close on both of Parcels A and B no later than July 20, 2010.

6. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

For Parcel A, close escrow no later that July 20, 2009. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period commences the date following the opening of escrow and shall expire on July 20, 2009.

Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for 1501 N. Decatur 9.95 acre site. (The irrevocable escrow account shall specify that such deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment. These funds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer can receive draws from escrow when: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and as set forth in the Fire Station Lease.

7. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows: The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on the Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Site to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots one at a time and deposit with the RDA the $3,300,000 into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into escrow account totaling $3,350,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months- of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

8. Section 9, CONDITIONS PRECEDENT TO CLOSING, shall be amended by adding a new subsection (g) to read as follows:

The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than November 30, 2008 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 17, 2008. The Fire Station Lease shall include, among other things, the items listed above in Section 2 (c).

9. Section 15, RIGHT TO REPURCHASE, REENTER AND REPOSSESS, shall be amended to read as follows:

Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty-first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the Site. If the Buyer completes construction on or before the time set forth in this Section, the Sellers

agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

10. Except as hereinabove set forth, all other sections of the DDA shall remain in full forceand effect through out the term of the agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the day and year first above written.

ATTEST:

Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges, CMC, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

7/2/08
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By: _____
MICHAEL J. MCDONALD,
PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 16th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

Debra Hume
NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 17th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell
NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

EXHIBIT "A"'
Site Plan and Legal Description

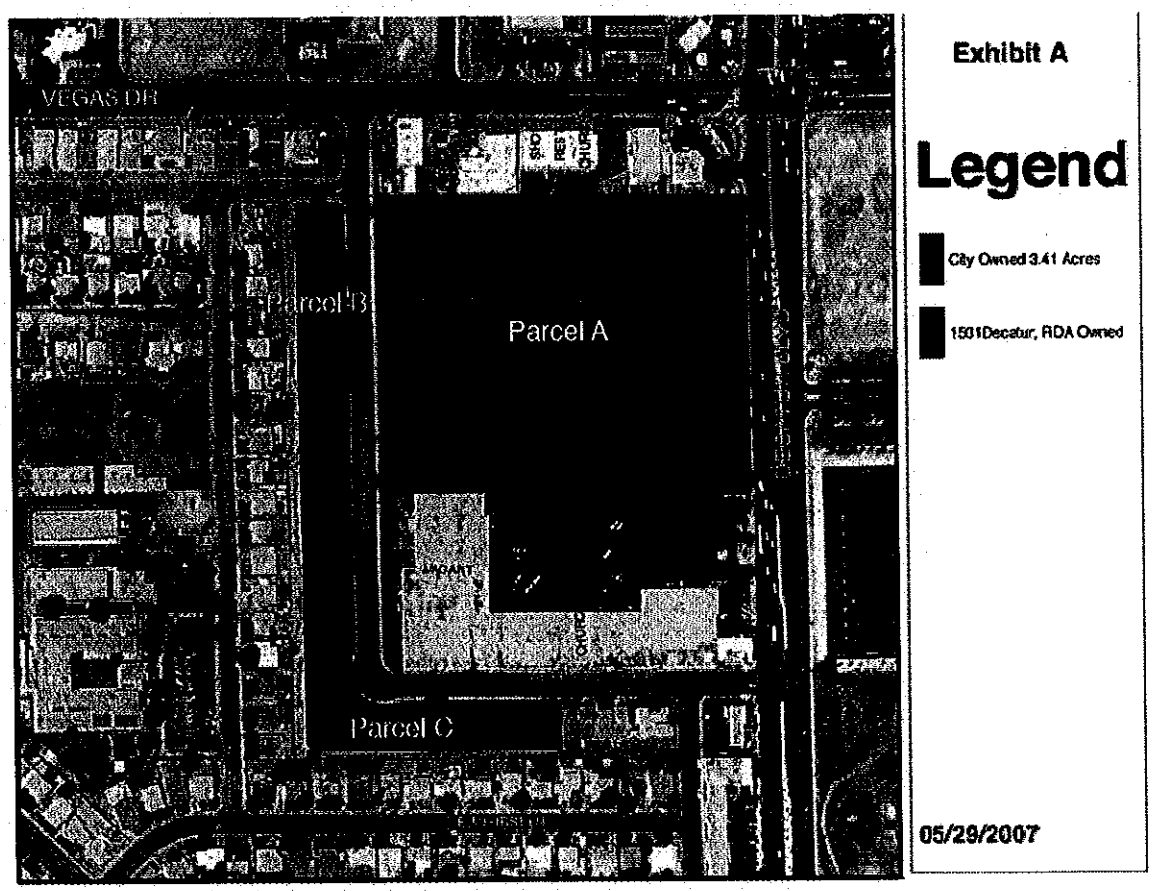


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WE4ST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Fire Station 143 - Grey Shell Build Out Responsibilities

DESCRIPTION	CITY	ALPHA	EXPENSE
Grey Shell Project Funding $3,300,000		X	ALPHA
Fire Station 143 - 4 Bay Fire Station shell, approximately 220' wide x 60' long = 13,200sf. between grid lines 16 and 26.		X	ALPHA
Estimated shell buildout cost $197 per square foot x 13,200 = $2,600,400		X	ALPHA
Estimated cash back to City for fire station tenant improvement $699,600		X	ALPHA
Estimated tenant improvement cost building construction only no soft costs $128 per square foot x 13,200 = $1,689,600 minus $699,600 cash transfer from Alpha = $990,000	X		CITY
First floor to second floor height 22'-0" minus 11" second floor concrete post tension slab. Approx. 21'-0" clear space which includes main building piping chase run.		X	ALPHA
The apparatus bay is approximately 89' wide x 60' long = 5,340sf between grid lines 16 and 20		X	ALPHA
The livable space is approximately 131' wide x 60' long = 7,860sf between grid lines 20 and 26		X	ALPHA
89' wide x 20' long concrete apron on west side of apparatus bay and 89' wide x 55' long concrete apron on east side of apparatus bay.		X	ALPHA
Concrete pads for future HVAC split system units		X	ALPHA
Designated fire personnel parking (15 Spaces) on east side of fire station.		X	ALPHA
Increase size of building emergency generator to include fire station loads (estimated increase 150kw). Independent generator for fire only preferred)		X	ALPHA
Water District Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Nevada Power Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Southwest Gas Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Fiber Conduit for Future Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Cable TV Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Sewer Main connection point for fire station waste and sand oil separator tie in brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Trash enclosure for Fire Station	X		CITY
Maintenance of site and grounds		X	ALPHA
Maintenance of exterior of building		X	ALPHA
Maintenance of Emergency Generator		X	ALPHA
Interior floor to remain open with structure columns and concrete mat footing 4' below finish floor with type II compacted structural fill over mat footing for future interior concrete slab.		X	ALPHA
Exterior walls to be finished with engineered stucco system with steel studs and R-24 wall insulation. No gypsum board. At apparatus bays masonry walls with furring and rigid insulation may be used.		X	ALPHA
Exterior overhead doors(City to supply specification), windows, and man doors to be insulated and if doors have glass insulated glazing.		X	ALPHA
Ceiling/Plenum space above livable space. Maintenance access and cat walk?		X	ALPHA
Fire Sprinkler system to be shared with main building. No separate fire riser room required. City will extend pipe drops to rooms from existing main as part of tenant improvement.		X	ALPHA
Exterior building signage (Part of the tenant improvement package)	X		CITY
Lighted site flagpole(s). City to control operation of flag raising & lowering as mandated.		X	ALPHA

EXHIBIT "C"
FORM OF QUITCLAIM DEED

APN: 138-25-503-006

Recorded at the Request of:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

When Recorded, Return to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alpha Omega Strategies, Inc. a Nevada Corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas Redevelopment Agency, a public body in the State of Nevada, the real property in the city of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto.

DATED this_____day of _____, 2008.

Alpha Omega Strategies, Inc.

By:_____
Michael J. McDonald
Its: President

ACKNOWLEDGMENT

State of Nevada)
) :ss
County of Clark)

This instrument was acknowledged before me, a notary public, on this day of _____, 2007 by _____ _____.

_____
Notary Public

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

IRREVOCABLE ESCROW INSTRUCTIONS

_____,
2008

_____

_____

Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

Michael J. McDonald, President of Alpha Omega Strategies, Inc., (the "Buyer"), one of the undersigned, has entered into that DISPOSITION AND DEVELOPMENT AGREEMENT dated June 20, 2007 and amended on October 17, 2007 and again amended on July 16, 2008 (the "Agreement"), with the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and these Irrevocable Escrow Instructions and is further described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 15 of the Agreement provides that, at the time of conveyance of the commercial lot(s) on Parcel A of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the RDA a notice certifying that a copy of it said notice has been delivered concurrently to the Buyer and stating that the City has given notice of the exercise of the RDA's remedy in Section 15 of the Agreement with respect to the commercial lot(s) on Parcel A of the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Buyer certifying that a copy of the notice has been delivered concurrently to the RDA and stating that the Buyer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Buyer, unless

during the 20 (twenty) day period, the RDA objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the RDA's power of termination with respect to any of the commercial lots on Parcel A of the Site has ended, you will forthwith return the Quitclaim Deed to the Buyer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Buyer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the commercial lot on Parcel A of the Site (as defined in the Agreement) to the RDA and is not intended to terminate a security interest in the commercial lot on Parcel A of the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By: _____
OSCAR B. GOODMAN, Chairman

Approved as to form:

_____
Date

Attest:

_____
Beverly K. Bridges, CMC, Secretary

ALPHA OMEGA STRATEGIES, INC.

By_____
MICHAEL J. MCDONALD, PRESIDENT

_____, on behalf of _____, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By :_____

Print Name: _____

FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("First Amendment") is made as of the 17TH day of OCTOBER, 2007, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 ("DDA") wherein the Sellers agree to sell certain real property generally located at 1501 Decatur, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable senior rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through "Contingency Period" of the DDA. As part of Buyer's due diligence of the Site with their lender, they have noted some environmental conditions which need to be resolved before moving forward on the Site.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, Purchase and Sale, Subsection 1, first sentence, shall be amended to read as follows:

   Sellers and Buyer agree that the development on the property will consist of **at least 600 age-restricted low-income housing units and 100,000 sq. ft.** of retail and office space to be built on the Property (such development referred to herein as the "Project").

2. Section 2, PURCHASE PRICE, subsection c, shall be amended to read as follows:

   In the event Buyer should terminate this DDA and escrow prior to the date for the close of escrow as set forth in Section 8 (a) of the DDA, Buyer shall notify Sellers and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the RDA shall release the Deposit to Buyer, less the costs and fees of the escrow to such date. If no written notice is received prior to the date for the close of escrow, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied

towards the Purchase Price upon the closing of escrow. In the event the Buyer cannot close escrow due to any matter out of its control, the Deposit shall be returned in full less any escrow fees and costs to such date.

3. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

Close escrow within one hundred eighty (180) days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire ninety (270) days from the date of approval of this DDA by the Las Vegas City Council and the RDA Board as set forth in Section 10 below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set the next succeeding working day.

4. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows:

The Buyer shall complete the entitlement process for its proposed Project, which include, without limitation, the rezoning of the Property, "General Plan Amendment", "Tentative Map" and "Property Development Plan." The City staff Expeditor will assist with the process to ensure that it is completed within the timeframe set forth in the DDA. The Buyer shall have a maximum of four hundred and fifty (450) days to complete this process from the approval of this DDA, inclusive of the Contingency Period. The Buyer shall obtain all permits necessary for the commencement of the construction prior to the close of escrow.

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5. Except as hereinabove set forth, the DDA shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day and year first above written.

ATTEST:

Beverly Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, CMC, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
Oscar B. Goodman, Chairman

APPROVED AS TO FORM:

D. Barricello 10/5/07
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By: _____
Michael J. McDonald, President

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 8TH day of NOVEMBER, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Oscar B. Goodman, who acknowledged that he executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell
NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 5th day of October, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Michael McDonald, who acknowledged that he executed the above instrument.

JoAnn Crolli
NOTARY PUBLIC, in and for said County and State

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS Agreement (the "DDA") is made and entered into this 20th day of June, 2007, by and among the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Wherever the term "Buyer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Buyer. Pursuant to Resolution RA-4-99 adopted by City Council and the governing board of the RDA effective October 1, 1999, the Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all members of Buyer holding more than a one percent (1%) ownership interest in Buyer.

RECITALS

WHEREAS, the City owns several parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland and Laurelhurst adjacent to 1501 Decatur, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 Decatur, Las Vegas, Nevada, 89108 (such City and RDA land referred to collectively herein as the "Property," a Site Plan of the Property being attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006); and

WHEREAS, Sellers desire to sell to the Buyer, and the Buyer desires that it purchase from Sellers, the Property that is depicted in Exhibit A; and

WHEREAS, Sellers and Buyer mutually desire that the Property be developed with certain age-restricted low-income housing as described in this DDA; and

WHEREAS, the parties desire to set forth in this DDA the terms and conditions for the disposition and development of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. **PURCHASE AND SALE.** Buyer shall purchase all of Sellers' right, title and interest in and to the Property from Sellers.

(a) Sellers and Buyer agree that the development on the property will consist of **at least 600 age-restricted low-income housing units** and 50,000 sq. ft. of retail and office space to be built on the Property (such development referred to herein as the "Project"). Any and all development on the Property will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City as presently in effect. Before commencement of construction or development of any buildings or other work of improvement related to the Project, the Buyer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction,

development or work. The low-income housing component of this project shall meet the State's definition of low income housing under N.R.S. 279.397.

(b) As part of the Buyer's efforts to promote diversity of contracting within the Las Vegas community, Buyer will require that its general contractor for the Project maintain a very focused outreach program for recruiting specially targeted population groups, including (i) advertising in local minority, small business, and trade association publications, (ii) holding outreach workshops for bidding the various components of the Project, and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Buyer will use commercially reasonable efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project. This requirement shall survive the close of escrow herein and shall not merge into the deed conveying the Property to Buyer.

(c) The use by the City of low-income housing set aside money to acquire its portion of the Property, and the RDA contribution to the Project require that the Buyer obtain a "Public Works Identifying Number" (PWP Number) from the Office of the Labor Commissioner for the State of Nevada for any development on the property. The Property is being conveyed to Buyer in accordance with the RDA's powers pursuant to Nevada Revised Statutes (NRS) Chapter 279. Therefore, pursuant to NRS 279.500(2) the development of the entire Project by Buyer is subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the RDA had awarded the contract for the construction of the Project.

Due to the use of the of low-income housing set aside funds on this property the Buyer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter, the Property shall be devoted only to low-income housing and for the retail facilities associated with the proposedlow-income housing. The foregoing covenants shall run with the Property, and be binding on any successors in interest thereto, and are enforceable by Sellers.

(d) The Project will be developed within the time schedule set forth herein. Buyer agrees that, in all events, within six (6) months after the acquisition of the Property, the Buyer will commence construction and will complete such construction within thirty-six (36) months after commencement of construction. The commencement of construction shall be evidenced by the pouring of the foundation for the Project. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own

negligence or the inability to acquire funding for this project it shall immediately trigger the RDA's rights under Section 15 of this contract.

(e) The Buyer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site and required off-site improvements.

(f) The Buyer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Property.

(g) Buyer acknowledges the presence of two (2) buildings located on the Property that are currently scheduled for demolition. The City shall bare the cost of the demolition of these structures.

(h) For the purposes of assuring compliance with this DDA, and in addition to the normal City inspectors associated with construction in the City, representatives of the City and the RDA shall have the reasonable right of access to the Property and Project without charges or fees and at normal construction hours during the period of construction for the purposes of monitoring performance of this DDA, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of RDA or the City shall be those who are so identified in writing by the Executive Director of RDA. RDA and the City shall defend (with counsel reasonably acceptable to Buyer) indemnify the Buyer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the liability limitations of NRS 41.035.

(i) The Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) the RDA, the City, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project excluding any actual liabilities resulting solely from the acts of the City, Agency or RDA.

(j) The Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this property without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA.

(k) Failure on the part of the Buyer, after acquisition of the Property, to comply with the provisions of this section shall constitute a default under this DDA. Sellers shall provide Buyer with written notice of default and allow Buyer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Buyer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Employment Plan. In accordance with the provisions of the RDA's employment plan policy adopted June 3, 1992, as amended June 6, 2001 relating to the Project, Buyer shall:

1. Provide the RDA with a list and amount of all contracts to be let for the construction of the Project.

2. Contact the City to identify the vendors in its minority vendor's directory.

3. Notify these vendors of all construction contracts to be let for the Project. A copy of this notification shall be submitted to the RDA.

4. Complete the Buyer's proposed employment plan, as required by NRS 279.482(2)DDA, which must be submitted to and approved by the Sellers prior to the close of escrow.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be Six million five hundred thousand dollars ($6,500,000.00), all cash. The Purchase Price should be paid as follows:

(a) Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) as earnest money. No later than the approval date of this DDA the Buyer shall deposit with the Sellers an additional $275,000.00 to complete the 5% earnest money deposit for the acquisition of this property (said total amount of $325,000 referred to herein as the "Deposit"). Such Deposit shall constitute the earnest money deposit for this DDA. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period, and in such case the DDA is terminated without liability to any party, except that the Buyer shall pay any required escrow fees and costs to such date, and such funds shall be retained from the Deposit with the remainder to be delivered to Buyer.

(b) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, six million one hundred seventy-five thousand dollars ($6,175,000.00), plus Buyer's share of the escrow fees and costs.

(c) In the event Buyer should terminate this DDA and escrow prior to the expiration of the Contingency Period, Buyer shall notify Sellers and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the RDA shall release the Deposit to Buyer, less the costs and fees of the escrow to such date. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied towards the Purchase Price upon the closing of escrow. In the event the Buyer cannot close escrow due to any matter out of its control the Deposit shall be returned in full less any escrow fees and costs to such date. However if the escrow does not close due Buyer's negligence it shall forfeit the Deposit in full to the Sellers, less the escrow costs and fees.

3. **TITLE TO THE PROPERTY**. The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow. Buyer shall have fifteen (15) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Sellers and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title as set forth in the PTR. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Sellers shall make a good

faith effort to cure Buyer's Objection prior to the expiration of the Contingency Period, or, if Sellers elect to disregard or fail to cure Buyer's Objection, Buyer may terminate this DDA as Buyer's sole recourse, and the Deposit shall be returned to the Buyer, less escrow costs and fees to such date.

4. **TITLE INSURANCE.** Sellers agree to deliver, at their expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this DDA. Buyer, at its option and as its sole recourse against Sellers, may terminate this DDA, and the deposit, less escrow fees and costs, shall be returned if the Sellers fail to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE.** The Sellers shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Sellers hereby grant Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Sellers harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Sellers harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations. In the event Buyers desire to perform any tests on the Property which penetrate below the soil surface, Buyers shall provide either a performance bond or liability insurance policy to Sellers in the form approved by the City Attorney's Office, in the amount of $1,000,000 to secure such indemnification to Sellers. If Buyer determines in its sole discretion that the condition of the Property is not acceptable for its purposes, Buyer may cancel this DDA during the Contingency Period by giving the Sellers and Escrow Agent written notice of such cancellation during the Contingency Period, and in such case the DDA shall be terminated and the Deposit returned to Buyer less any accrued escrow fees and costs. If Buyer does not terminate the DDA during the Contingency Period as herein provided, Buyer shall be deemed to have accepted the condition of the Property in its "as is, where is" condition, and shall not assert any claims against Sellers in the future for any conditions of the property, known or unknown.

7. **"AS IS" SALE.**

a. The Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by the Buyer pursuant to this DDA in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this DDA, Sellers make no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Sellers make no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting

or relating to the Property. The Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this DDA constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Buyer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Property (collectively the "Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Buyer has or may have in the future against Sellers, their officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer or any Releasing Party now has or which Buyer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Property. The Buyer hereby agrees to hold harmless and indemnify Sellers from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by Sellers after the conveyance of the Property to the Buyer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Property or (ii) the application of Environmental Laws to the Property. This provision shall survive closing and, when recorded, shall run with and bind the Property and any successors thereto, and shall not merge in the deed conveying the Property to Buyer.

c. Warranties.

Buyer agrees that Sellers are making no representations or warranties regarding the environmental condition of the Property.

d. Definitions.

1. As used in this DDA, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this DDA, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any .federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

8. **ESCROW**.

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo as escrow agent (the "Escrow Agent"), immediately after the effective date of this DDA. The escrow shall be deemed opened when Buyer and Sellers have executed and delivered a signed copy of this DDA and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this DDA, and in addition shall provide the following:

(a) Close escrow within one hundred and eighty (180) days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire ninety (90) days from the date of approval of this DDA by the Las Vegas City Council and the RDA Board as set forth in Section 10 below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Buyer any Documentary Transfer Tax and charge Sellers the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided at close of escrow in accordance with the usual practices in Clark County, Nevada pursuant to Section 11 herein;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Sellers;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this DDA; and

(f) In the event of any conflict between the terms of this DDA and the terms of the escrow, the terms of this DDA shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be retained by the Sellers as liquidated damages. If escrow fails to close as a result of Sellers' default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer herein, but Sellers shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this DDA prior to close of escrow.

9. **CONDITIONS PRECEDENT TO CLOSING**. The purchase of the Property is contingent upon fulfillment of the following conditions precedent:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) business days after Buyer's receipt of same from Escrow Agent, all pursuant to Section 3.

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Sellers in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

(c) The Buyer shall complete the entitlement process for its proposed Project, which will include, without limitation, the rezoning of the Property, "General Plan Amendment", "Tentative Map" and "Property Development Plan." The City staff Expeditor will assist with the process to ensure that it is completed within the timeframe set forth in the DDA. The Buyer shall have a maximum of two hundred and seventy (270) days to complete this process from the approval date of this DDA, including the Contingency Period. The Buyer shall obtain all permits necessary for the commencement of construction prior to the close of escrow.

(d) The Buyer and City shall jointly work to resolve and/or remove, to the satisfaction of the Sellers and as necessary for the Project to be completed, the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada. However, any costs incurred shall be borne solely by the Buyer. Buyer shall have the right to terminate the DDA and be entitled to return of Buyer's deposit in the event Buyer can not resolve the Mutual Parking Agreement dated October 17, 1963.

(e) The Buyer shall provide written evidence of complete project financing, which financing must be approved by Sellers prior to close of escrow, and such financing shall be closed in a simultaneous closing with the escrow required by this DDA and in a manner acceptable to Sellers.

(f) The employment plan must be completed, submitted to and approved by the Sellers prior to the close of escrow.

10. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this DDA by the Buyer and delivery thereof to the Sellers shall constitute an offer to purchase the Property under the terms and conditions set forth herein. This DDA does not become binding upon the Sellers until approved by the City Council and the RDA Board, and signed by the Mayor of the City of Las Vegas and the Chairman of the RDA Board. By executing this DDA and submitting it to the Sellers, the Buyer is making an irrevocable offer to enter into this DDA, which offer shall continue for the period of time necessary for the City Council and RDA Board to consider the same and thereafter to execute and deliver it to Buyer, or reject the offer and authorize the return of Buyer's Deposit.

11. **CLOSING COSTS AND FEES.** At the close of escrow:

A) The Sellers shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be shared equally between Buyer and Sellers.

C) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

D) All Closing Costs shall be paid at Close of Escrow.

E) The Buyer is responsible for payment of the Real Estate Transfer Tax.

11.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse to Sellers the Purchase Price less Sellers' share of costs of Escrow.

11.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Sellers and Buyer at the addresses provided in Section 16 a true, correct and complete copy of the Closing Statements, in form customarily prepared by the Escrow Agent.

12. **REPRESENTATIONS AND WARRANTIES BY THE SELLERS.** The Sellers hereby represent and warrant to the Buyer the following:

A) As far as is known to Sellers, the Sellers own the Property subject to the easements and exceptions set forth in PTR, and have no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Sellers have taken no action prior to the execution of this DDA which would adversely affect title to the Property.

B) This DDA and all documents executed by the Sellers which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Sellers and are enforceable in accordance with their respective terms.

C) The Sellers are not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D) As far as is known to Sellers, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Sellers, as relating to the Property.

12.1 **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Sellers that this DDA and all documents executed by the Buyer which are to be delivered to the Sellers at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this DDA as indicated herein.

12.2 **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this DDA, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

13. **MORATORIUMS.** Should the Property come under a moratorium resolution or other similar action by a governmental agency or utility company which would normally provide services to the Property, all payments and conditions of performance referred to herein or referred to in any documents connected with this sale shall automatically be extended by the length of the period covered by such moratorium order.

14. **CONDEMNATION.** If, at or prior to the time of closing, the Property, or any portion thereof, shall be condemned or taken pursuant to any governmental power of eminent domain, Buyer

shall have the right to terminate this DDA and receive its Deposit, less escrow costs, or elect to proceed to closing with an equitable reduction in the Purchase Price for the portion of the Property condemned or to be taken at the per acre purchase price rate or at the condemnation value, whichever is higher, on account of such taking.

15. **RIGHT TO REPURCHASE, REENTER AND REPOSSESS** Sellers, their successors and/or assigns, shall have the additional right at their option to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property and prior to the issuance of the Temporary Certificate of Occupancy therefore, the Buyer:

(a) fails to proceed with construction of the improvements on the Property as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Construction Failure"); or

(b) abandons or substantially suspends construction of improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Unpermitted Transfer").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; or

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The right to repurchase, reenter and take possession shall be exercised, if at all, only by giving written notice of exercise no later than the times set forth herein.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire six (6) months after the Notice of Construction Failure. In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Sellers, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

To exercise the right to repurchase, reenter and take possession of the Property, Sellers, their successors and/or assigns, shall, within the terms provided in the preceding paragraph, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price for the Property paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) the amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

16. **NOTICES**. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLERS:
City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

COPY TO:
City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

BUYER:
Alpha Omega Strategies, Inc.
4908 Carmen Blvd.
Las Vegas, NV 89108

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

17. APPLICABLE LAWS AND SEVERABILITY. This DDA shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

18. ENTIRE AGREEMENT. The foregoing represents the entire agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action with respect to this DDA, each party shall bear its own costs and attorney's fees.

19. SUCCESSORS AND ASSIGNS. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. However the Buyer shall not encumber, sell, transfer, exchange or deed the Property to another entity without written approval from the Sellers.

20. ASSIGNMENT. Neither party shall assign any of the rights nor delegate any of the duties under this DDA without the express written consent of the other party.

21. MERGER OF PRIOR AGREEMENTS. This DDA (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

22. NO WAIVER. No waiver of any of the provisions of this DDA shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. COUNTERPARTS. This DDA may be executed in multiple counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This DDA may not be recorded in the Clark County Recorder's Office unless and until the close of escrow, at which time it shall be recorded by Escrow Agent.

24. SURVIVAL. The representations and warranties contained in this DDA, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

25. **TIME OF THE ESSENCE**. Time is of the essence of this DDA and all terms, provisions, covenants and conditions hereof.

26. **MODIFICATIONS OR AMENDMENTS.** This DDA may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this DDA by the City Council and the RDA Board, and after it has been fully executed by signature of all parties, the Sellers designate the City's Director of the Office of Business Development who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this DDA (except the deed to convey the Property, which shall be executed by the Mayor of the City and the Chairperson of the RDA), such as amendments, escrow documents, adjustments to monetary expenditure not to exceed ten thousand ($10,000.00) dollars, and the filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

Beverly K. Bridges, CMC City Clerk

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

Beverly K. Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By _____
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

Thomas R. Green 6/7/07
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By _____
MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 7 day of June, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC, in and for said County and State

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 25th day of June, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

ESCROW AGENT'S RECEIPT OF DDA

THE UNDERSIGNED Escrow Agent acknowledges receipt of this DDA and agrees to act in accordance therewith and pursuant to other escrow instructions required by Escrow Agent.

DATED THIS _____ DAY OF _____, 2007.

By:_____
Title:_____

Exhibit A

Legend

City Owned 3.41 Acres

1501Decatur, RDA Owned

05/29/2007

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WE4ST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name Alpha Omega Strategies	
Address 4908 Carmen Blvd Las Vegas, NV 89108	
Telephone (702) 592-1990	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement: Disposition and Development Agreement RFP #:	

Block 3	Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company x Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Michael J. McDonald President – Alpha Omega Strategies	4908 Carmen Blvd Las Vegas, NV 89108	702-592-1990
2.	Richard L. Henry Vice President – Alpha Omega Strategies	4908 Carmen Blvd Las Vegas, NV 89108	702-592-1990
3.	Bruce Bayne	851 S. Rampart, Suite 220 Las Vegas, NV 89145	702-933-1111
4.	Matthew Rexroad Metro Development Group, LLC	8100 W. Sahara Avenue Suite 200 Las Vegas, NV 89117	702-251-9214
5.			
6.			

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

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

Bruce Bayne

Name

6/6/07
Date

Subscribed and sworn to before me this 6 day of

June, 2007.

Lisa M. Antuna
Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: 6-6-07 Number of Pages: _____

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

Michael J. McDonald

Name

06-06-07

Date

Subscribed and sworn to before me this 6 day of June, 2007.

Lisa M. Antuna

Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

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

Richard L. Henry

Name

6-6-07

Date

Subscribed and sworn to before me this 6 day of June, 2007.

Lisa M. Antuna

Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

"EXHIBIT C"

Employment Plan

EMPLOYMENT PLAN FOR
ALPHA OMEGA STRATEGIES INC.
FOR THE _____

This Employment Plan of Alpha Omega Strategies, Inc., is prepared for its_____ project (the "Project") in accordance with § 279.482(2) of the Nevada Revised Statutes ("NRS") and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") adopted June 6, 2001. This Employment Plan, which shall become effective as of the date an amendment to the Agreement (as defined below) substituting this Plan as Attachment "C" to the Agreement has been approved by the City Council of the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), (the "Effective Date"), outlines the steps to be taken by Alpha Omega Strategies to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

THE EMPLOYMENT PLAN

This Employment Plan shall apply during the construction phase of the Project.

Description of the Facilities to be Constructed. The facilities to be constructed by Alpha Omega Strategies will consist of a complex of buildings. Please see Section 1. (a.) of that certain Disposition and Development Agreement dated _____ by and between Alpha Omega Strategies and the City of Las Vegas Redevelopment Agency and the City of Las Vegas (the "Agreement") for a complete description of the facilities constituting the Project.

1. Contracts for Construction of the Project. Alpha Omega Strategies will promote the utilization of women, minority, disabled, and veteran-owned business enterprises for the construction of the Project, as discussed more fully in Section 3 below.

2. Alpha Omega Strategies shall provide the Agency with a list and the amounts of all contracts to be let for the construction phase of the Project after the Effective Date. Alpha Omega Strategies, through its construction manager, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, and veterans ("MWDV") business firms. Bid documents for such contracts will then be completed and disseminated, using the City's Minority Vendors Directory, as described below.

3. Manner of Involving MWDV Businesses. Alpha Omega Strategies hereby certifies that, for the construction of the Project, it shall use and instruct its project manager and construction manager to use the City's Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Agency.

In addition to the above, Alpha Omega Strategies will perform the following tasks:

(a) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(b) Contact and coordinate with the City's Minority Business Officer and City of Las Vegas Redevelopment Agency (the "Redevelopment Agency")

representatives to obtain lists and information concerning the City's certified MWDV owned business enterprises;

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with Chapter 332 of the NRS;

(e) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements;

(f) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance;

(g) Pursuant to the terms of the Employment Plan, Alpha Omega Strategies will submit quarterly reports to the Redevelopment Agency for the period through recordation of the final Certificate of Completion for construction of the Project, demonstrating its compliance with the requirements of the Employment Plan, Alpha Omega Strategies shall also send copies of the quarterly reports to the State of Nevada Legislative Counsel Bureau, and to the Office of the City Clerk who shall keep these copies on file. Alpha

Omega Strategies shall not charge for copies of the reports. The first report shall be distributed upon the Effective Date;

(h) Alpha Omega Strategies will provide and dedicate a public announcement board in a public area of the Project; and

(i) Alpha Omega Strategies shall advertise and solicit bids and accept qualified joint venture bids from local MWDV owned business firms and from joint ventures involving local and out of state MWDV owned business firms. Alpha Omega Strategies shall encourage joint ventures with MWDV owned business firms.

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2008

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
NRS 354.624 requires an annual audit of the City be conducted by an independent public accounting firm. It further requires the audit report and the CAFR be presented to the governing body with the recommendations and the summary of narrative comments. The audit was conducted by KPMG LLP. The City received an unqualified opinion.

RECOMMENDATION:
Receive the audit report and provide guidance for any management actions.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval a Change of Business Name and a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: BD West Coast Products, LLC, dba Arco AM/PM Mini Market 5060, W. Fillmore Wood Jr., Mmbr, VP, Robert R. Motley, Mmbr, VP, and Robert A. Shepard, Mmbr, VP, To: Kamar Brothers Decatur LV, LLC, dba Kamar's Decatur, 1625 South Decatur Boulevard, Cristy L. Kamar, Managing Mmbr, 100% jointly with spouse and Wagih W. Kamar, Managing Mmbr, 100% jointly with spouse - Ward 1 (Tarkanian)

Fiscal Impact

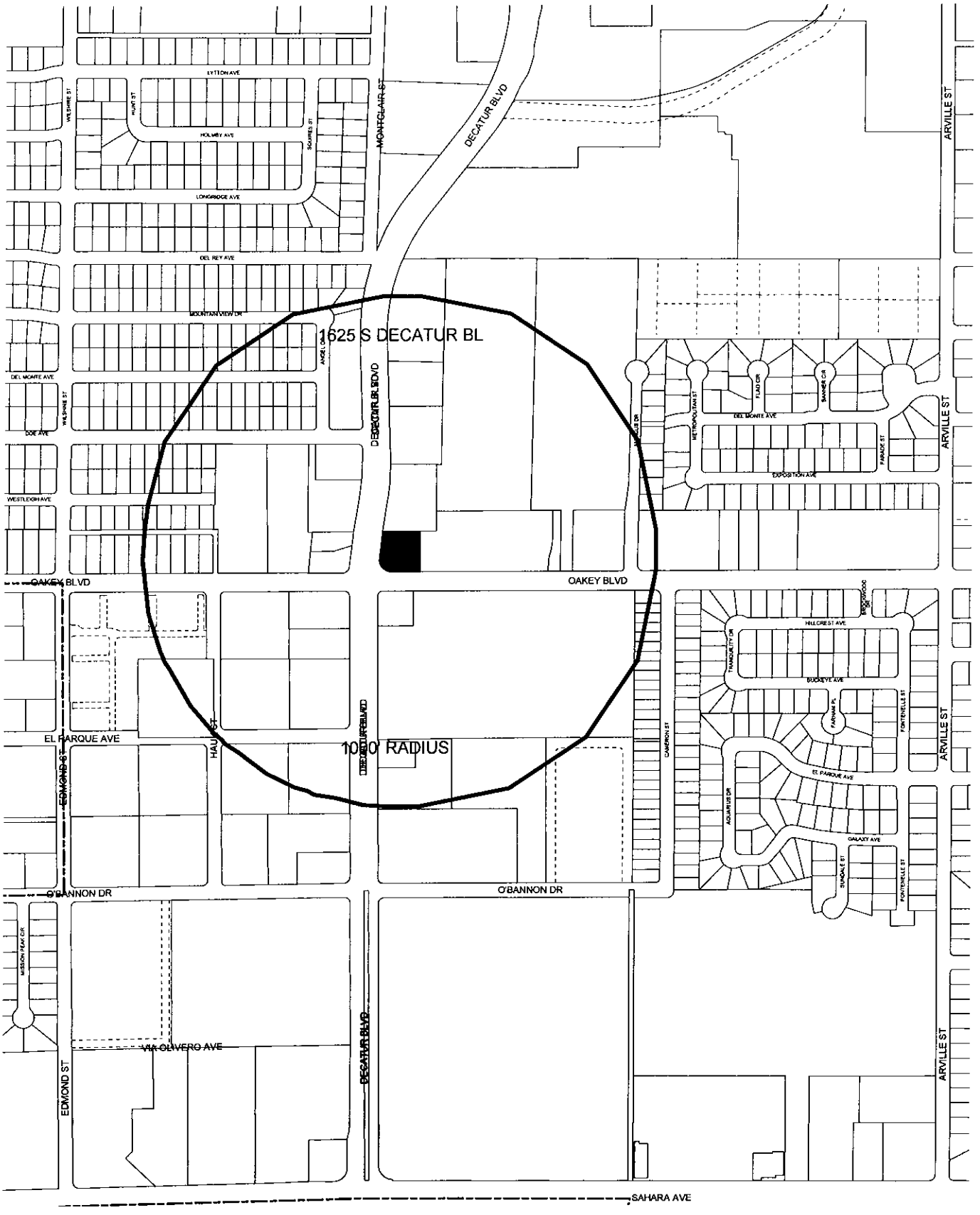
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval a Change of Business Name and a Change of Ownership for a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

KAMAR'S DECATUR



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Massage Establishment License, Massage Pro, Inc., dba Massage Pro, 5300 West Sahara Avenue, Suite 101, Mark Fisher, Pres, 100% - Ward 1 (Tarkanian)

Fiscal Impact

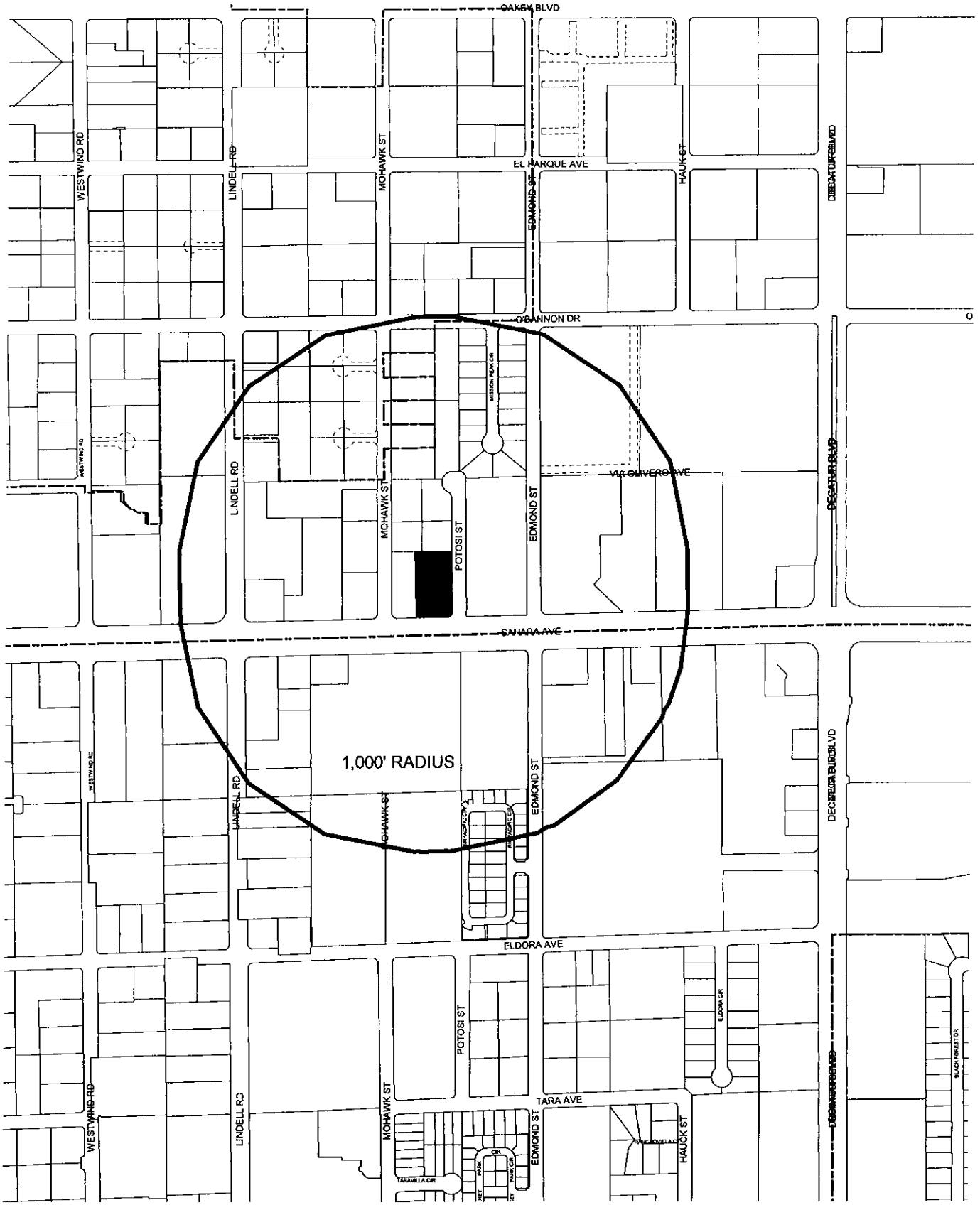
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a Massage Establishment License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:
Map

MASSAGE PRO


OAKEY BLVD
WESTWIND RD
LINDELL RD
MOHAWK ST
EL PARQUE AVE
EDMOND ST
HAUCK ST
DECATUR BLVD
O'BANNON DR
MISSION PEAK CIR
VIA OLIVERO AVE
POTOSI ST
SAHARA AVE
1,000' RADIUS
AMAZON CIR
ELDORA AVE
ELDORA CIR
TARA AVE
TAHAVILLA CIR
BLACK FOREST DR
0 300 600 Feet
N

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Wedding Chapel License subject to the provisions of the fire codes, All Seasons Wedding Chapel, LLC, dba All Seasons Wedding Chapel, 1040 East Sahara Avenue, Suite 104, Michael S. Grill, Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

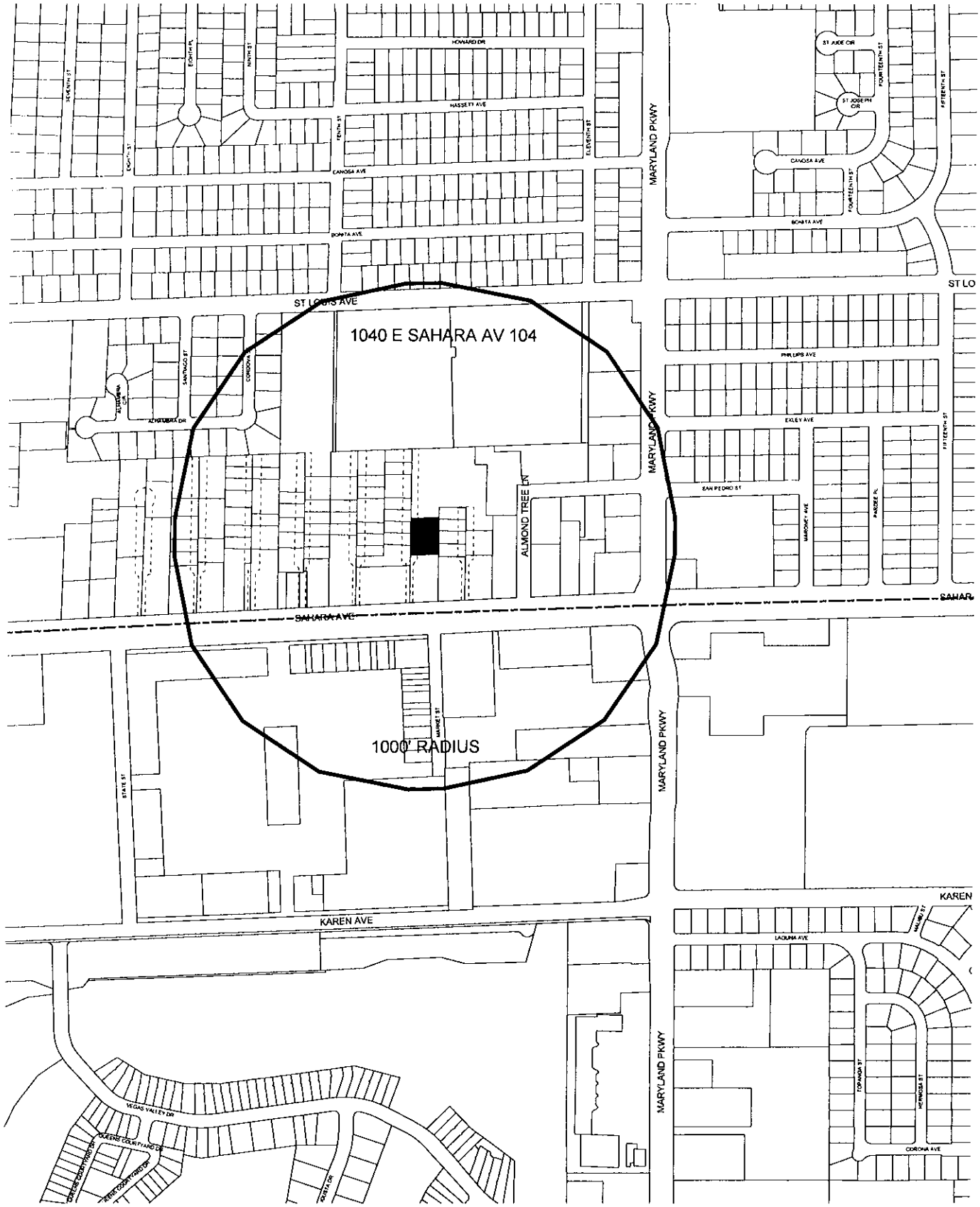
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Wedding Chapel License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the of the fire codes.

BACKUP DOCUMENTATION:
Map

ALL SEASONS WEDDING CHAPEL



City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes, Deepa Enterprises LLC, dba Bollywood Grill, 6840 West Sahara Avenue, Sujatha Mocherla, Managing Mmbr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

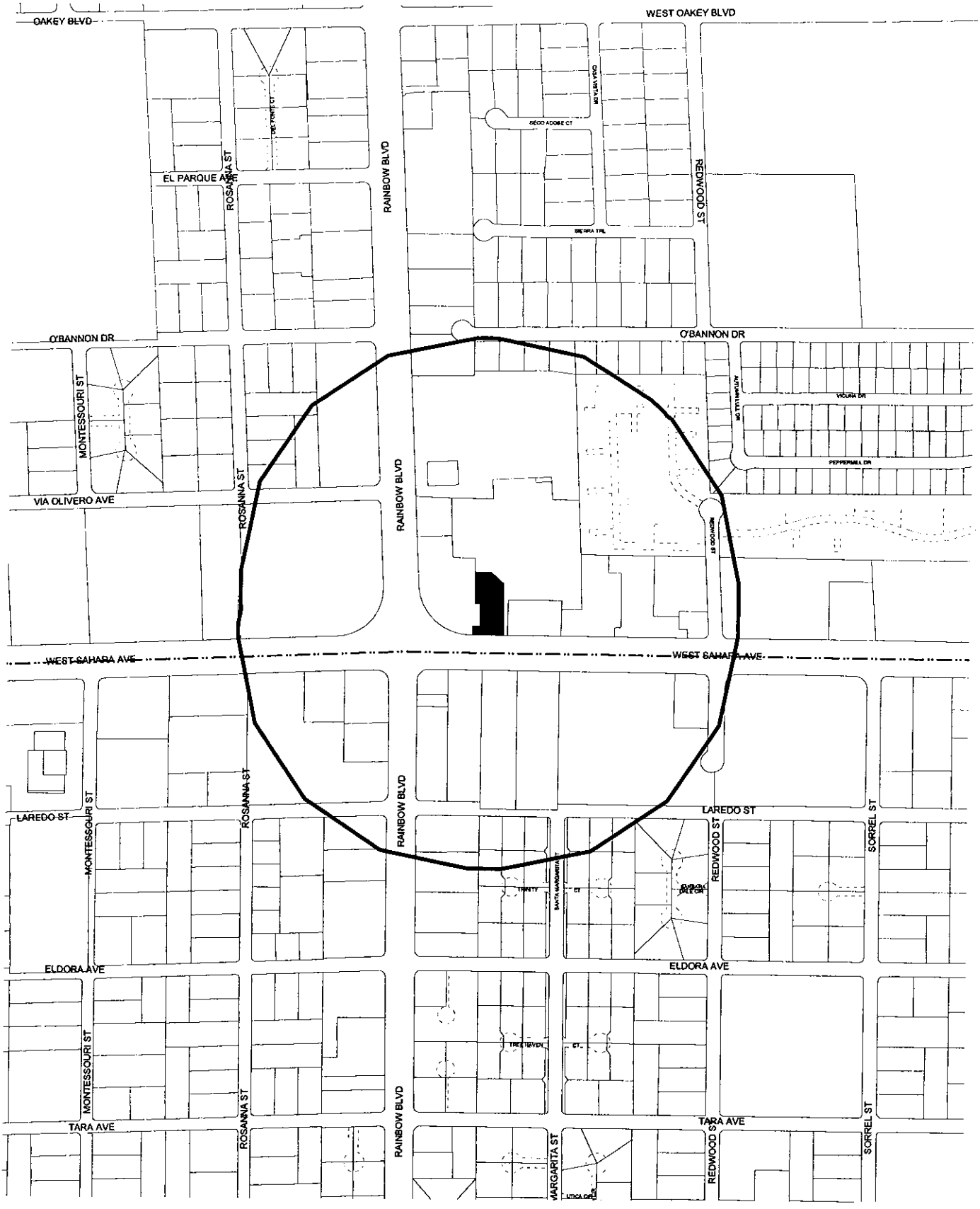
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the fire codes.

BACKUP DOCUMENTATION:
Map

BOLLYWOOD GRILL



City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Appeal of a Work Card Denial for Laura Jones, Smith's Food & Drug Center 370, 3160 North Rainbow Boulevard - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Appeal of a Work Card Denial for Kevin Landino, Marche Bacchus, 2620 Regatta Drive, Suite 106 - Ward 4 (Steinman)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Appeal of a Work Card Denial for Edward Lyftogt, 7 Eleven Food Store #13702, 1101 East Bonanza Road - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License, Jennifer Le, dba Jen's Salon de Beaute, 9090 Alta Drive, Jennifer K. Le, Owner 100% - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE BASTIAN, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to name the park site located at Sandhill Road and Owens Avenue - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Leisure Services/Administration

PURPOSE/BACKGROUND:
The park site, located at Sandhill Road and Owens Avenue, is currently under design. The 9 acre site will feature a park and a trailhead adjacent to the Las Vegas Wash. A pedestrian bridge connecting both locations will span the wash. The naming item was placed on the January 14, 2008, Parks and Recreation Advisory Commission agenda for their discussion and recommendation. The recommended name of this location is being proposed for City Council review.

RECOMMENDATION:
Staff recommends City Council approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to enter into an Interlocal Agreement between Clark County and the City of Las Vegas to utilize development services by one public agency for a development project spanning both jurisdictions at the northeast corner of Alexander Road and Vegas Vista Trail (APNs 137-01-501-001, 137-01-701-005, 137-01-801-009 and 010) - Ward 4 (Steinman)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
An Interlocal Agreement was approved on December 3, 2008 between the County of Clark and the City of Las Vegas regarding a development project at the northeast corner of Alexander Road and Vegas Vista Trail. Subsequent review by attorneys from both agencies uncovered the need to terminate the previous agreement and adopt the attached agreement. Section "M" of this agreement terminates the interlocal approved on December 3, 2008. The County of Clark desires to fully fund the design and construction of a regional park and all necessary off-site improvements on land currently managed by the Bureau of Land Management within city of Las Vegas jurisdictional boundaries.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement
2. Exhibit 1
3. Exhibit 2
4. Exhibit 3

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF LAS VEGAS
TO UTILIZE DEVELOPMENT SERVICES BY ONE PUBLIC AGENCY FOR
DEVELOPMENT PROJECT SPANNING BOTH JURISDICTIONS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2009, by and between the CITY OF LAS VEGAS (the "CITY") and the COUNTY OF CLARK (the "COUNTY"). The City and the County may be hereinafter referred to individually as a "Party," or collectively as the "Parties."

WITNESSETH:

WHEREAS, the COUNTY desires to fully fund the design and construction of a regional park (the "Park") and all necessary off-site improvements on land obtained by the COUNTY from the Bureau of Land Management ("Subject Property"). The Subject Property was once wholly within the COUNTY's jurisdiction, but pursuant to an annexation action by the CITY, a substantial portion of the Subject Property now lies within the CITY's jurisdiction (the "City Section"). A depiction of the Subject Property and the City Section is attached hereto at Exhibit "1."

WHEREAS, the CITY desires to delegate its authority to the COUNTY to oversee and approve all engineering and architectural plans for the City Section and provide all inspection and other services necessary for construction of the Park as provided herein.

WHEREAS, Nevada Revised Statutes Chapter 277.045 provides that two or more public agencies may enter into an interlocal agreement for the performance of a public function.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Delegation of Authority by CITY to COUNTY; COUNTY Acceptance of Delegation. Subject to the terms, conditions and limitations as set forth in this Agreement, the CITY hereby authorizes, and the COUNTY hereby accepts the responsibility to review and approve the engineering plans and construction plans (the "Plans Check Services") and provide for all building and safety inspection services related to the construction of the Park within the City Section, The City will retain the right to approve plans for and inspection of any and all necessary off-site improvements that will be maintained by the City.

B. Land Use Entitlements Reserved to CITY. The COUNTY acknowledges that the City Council may not delegate its statutory obligation to consider land use entitlements within its jurisdiction. Further, the COUNTY acknowledges that the Subject Property must be rezoned to CV prior to construction of any park improvements, and the CITY agrees to present a rezoning application to the City Council to consider such action.

The COUNTY acknowledges and agrees that it must file with the CITY all subsequent land use entitlement requests necessary as required by the City of Las Vegas Municipal Code. For example, the construction of the park requires a Site Development Plan for the design approval of the proposed park within the City Section. For the purpose of this subsection, the term "land use entitlement" does not include a requirement for the COUNTY to obtain "building permits" for the construction of any improvements (other than off-site improvements) within the City Section.

C. COUNTY Acknowledgements. The COUNTY acknowledges that it will be subject to the following:

1. Submittal of all technical studies required by the CITY's Department of Public Works including Drainage, Traffic, and Soils studies;

2. Design and construction of all off-site improvements to include but not be limited to: roadway pavement (with overpavement if necessary), wet and dry utilities, curb and gutter, sidewalk, street lights, traffic signal interconnect conduit, and traffic control devices, as necessary.

3. With the exception of sewer connection fees, the City of Las Vegas will waive all its normal development fees include the off-site improvement permit fees for plan review and inspection of any necessary off-site improvements; Technical Study Fees, Traffic Barricade Plan Permit Fees and Transportation Impact Fees.

D. Existing City Recreation and Public Purpose Applications Filed on the Real Property comprising the City Section. The Parties acknowledge that the City submitted two applications with the United States Bureau of Land Management ("BLM") for a long term lease of land pursuant to the relevant federal law, one for a public park (BLM Serial Number N65866) (the "Park Application") and one for a fire station (N85225) (the "Fire Station Application"). The Park Application is attached hereto as Exhibit 2 and the Fire Station Application is attached hereto as Exhibit 3.

Upon the execution of this Agreement by the Parties, the City shall take all necessary steps to withdraw Park Application and the Fire Station Application from consideration by the BLM.

E. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

F. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

G. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in

accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

H. Amendment of Agreement. No amendment of this Agreement is permitted except as approved by the governing body of each Party.

I. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:	City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager
To County:	Clark County 500 S. Grand Central Parkway Box 55111 Las Vegas, NV 89155-1111

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

J. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

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

L. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

M. Termination of Prior Interlocal Agreement. That certain "Interlocal Agreement Between Clark County and City of Las Vegas to Utilize Development Services by One Public Agency for Development Project Spanning both Jurisdictions" previously approved by the County on December 2, 2008 and previously approved by the City on December 3, 2008 is hereby terminated.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

COUNTY OF CLARK

By: _____
RORY REID, Chairman, Clark County Commission

APPROVED AS TO FORM:

_____
{ }, Deputy District Attorney

CITY OF LAS VEGAS

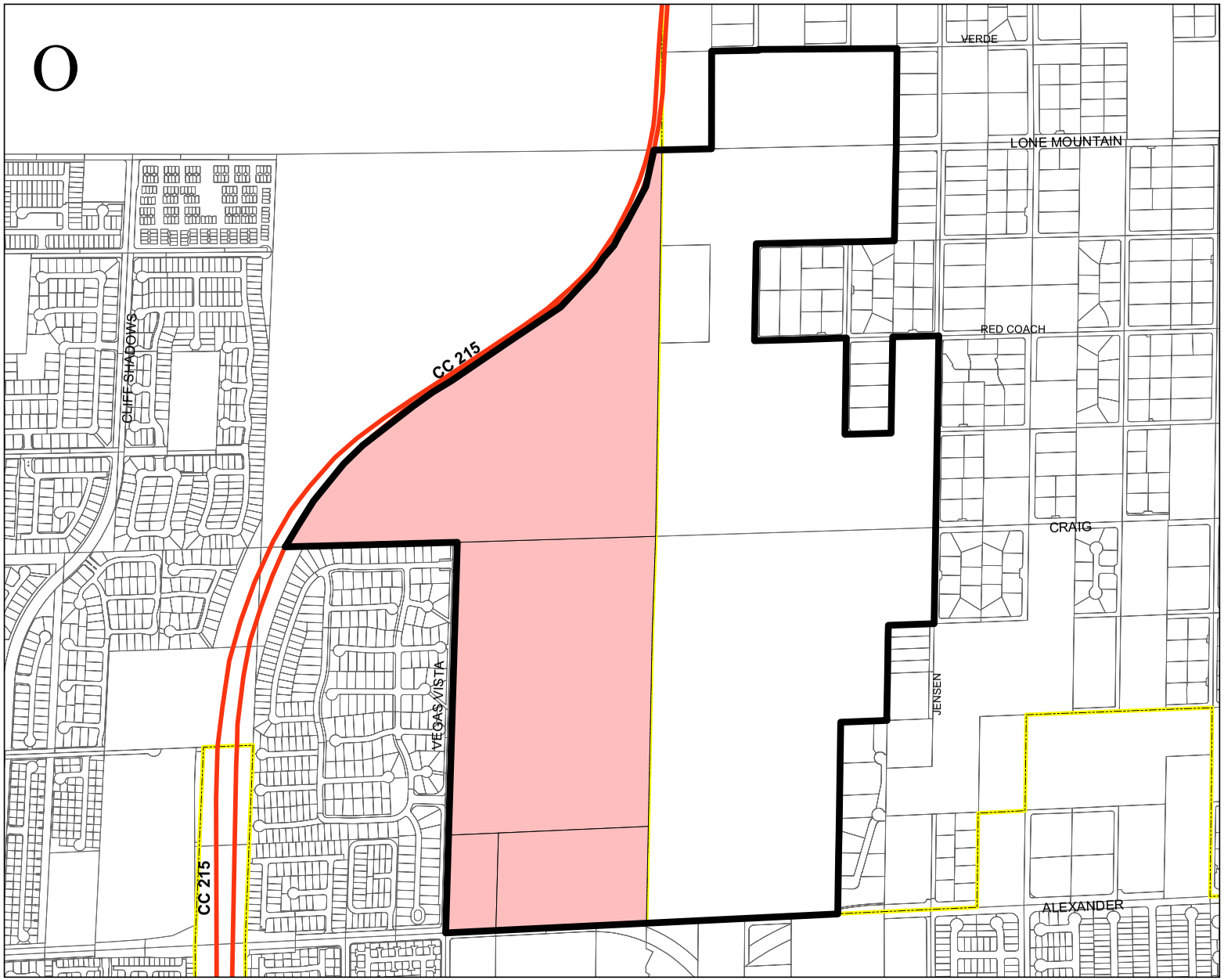
By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS, Deputy City Attorney



City of Las Vegas

Exhibit 1

Subject Property

City Section

T:\adoplan\projects\projectGIS\Current-Planning\Misc-Maps\Lone Mountain Park\Lone Mountain Park Exhibit 1.mxd

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.

702-229-6301

Revised: November 10th, 2008

m 2740-1
igust 1994)

Exhibit 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

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

FORM APPROVED
OMB No. 1004-0012
Expires: June 30, 1996

Date	Serial Number (BLM use only)
8/17/1999	N-058606

Home phone *(include area code)*

Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*
ity of Las Vegas	400 E. Stewart Ave. Las Vegas, NV 89101	(702) 229-6923

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

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
e2se4	01	20s	59e	MDM

unty of	State of	Containing *(acres)*
Clark	NV	80

This application is for ☒ Lease ☐ Purchase *(If lease, indicate year)*

Proposed use is ☒ Public Recreation ☐ Other Public Purposes

Describe the proposed use of the land. The description **must** specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See attached Plan of Development

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

Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legistature, Chapter 515, Statutes of Nevada 1971,p.1063.

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

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

ntinued on reverse)

Exhibit 2

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☒ Yes ☐ No *(If "no," describe the situation or activity and your plans for achieving compliance.)*

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☒ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature	Date
[signature]	9/16/99

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

Attest:

By [signature]
BARBARA JO RONEMUS, City Clerk

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 *(Sales)* and 43 CFR 2912 *(Leases)*.
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for **must not exceed** that specified by regulations.

3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.

4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance **must** show, at a minimum:

   a. A need for proposed development by citing population trends, shortage of facilities in area, etc.

   b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.

   c. Type and general location of all proposed improvements.

Item

   blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.

   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.

   e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.

   f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.

   g. Applications for solid waste disposal sites **must** comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and **must** include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.

6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the

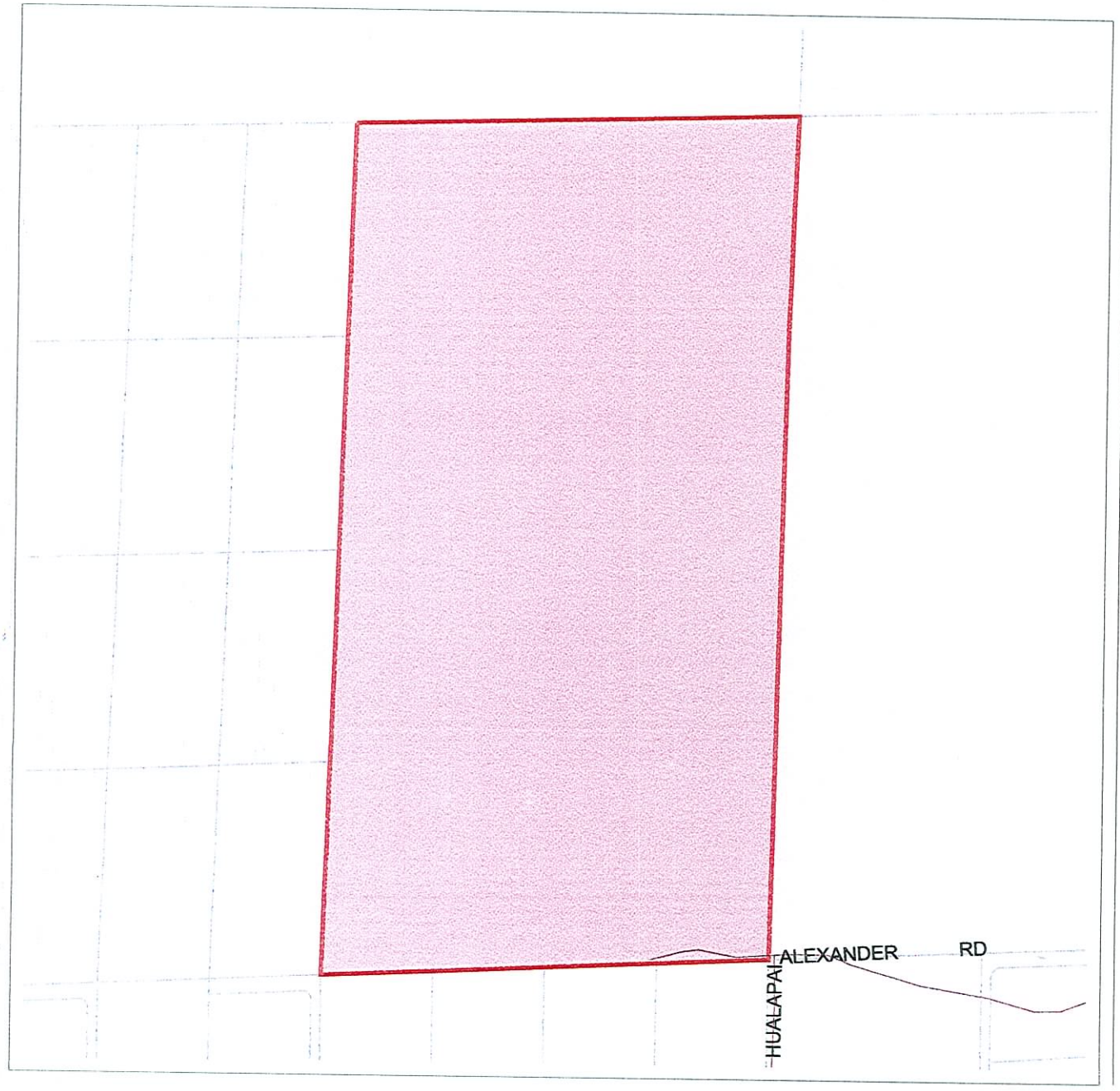
Exhibit 2

Legal Description

That parcel legally described as:

Mount Diablo Base & Meridian, Nevada
Township 20 South, Range 59 East,
Section 01:
the East ½ of the Southeast ¼,
comprising 80 acres, more or less.

Save and excepting therefrom for Right-of-Way purposes:
the South 30 feet for Alexander Road,
the West 30 feet for Egan Crest Drive and
any and all utility easements necessary to service the subject facility, including but not limited to: Nevada Power, Las Vegas Valley Water District, and Southwest Gas.



Site Map

Street Centerline
Building Footprints
Selected Site
Parcels
Right of Way

Real Estate & Asset Management

1:6000

Date of Data: 1999/06/17

Exhibit 2

Exhibit 3

Form 2740-1
(January 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

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

FORM APPROVED
OMB NO. 1004-0012
Expires: November 30, 2009

Date	Serial Number (BLM use only)
	N-85225

Home phone *(include area code)*

1a. Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*
		702-229-1022

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

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
NW¼ SW¼ SE¼ SE¼	1	19 S.	59 E.	M.D.M., Nevada

County of	State of	Containing *(acres)*
Clark	Nevada	2.5 acres

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

b. Proposed use is ☐ Public Recreation ☒ Other Public Purposes Fire Station

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See Attached Plan of Development

5. If Applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.
Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p. 1063.

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

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

(Continued on page 2)

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☒ Yes ☐ No *(If "no," describe the situation or activity and your plans for achieving compliance.)*

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☒ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature Robin Graham Date 4-11-08

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 *(Sales)* and 43 CFR 2912 *(Leases)*.
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.

3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalitiesor political subdivisions.

4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
   a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
   b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
   c. Type and general location of all proposed improvements, including public access *(roads, trails, etc.)*. This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
   e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
   f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
   g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.

6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

(Continued page 3)

Exhibit 3

LEGAL DESCRIPTION

Mount Diablo Meridian, Nevada
T. 19 S., R. 59 E., Sec. 1
NW¼SW¼SE¼SE¼.
(approximately 2.5 acres)

Fire Station "K" Site Map

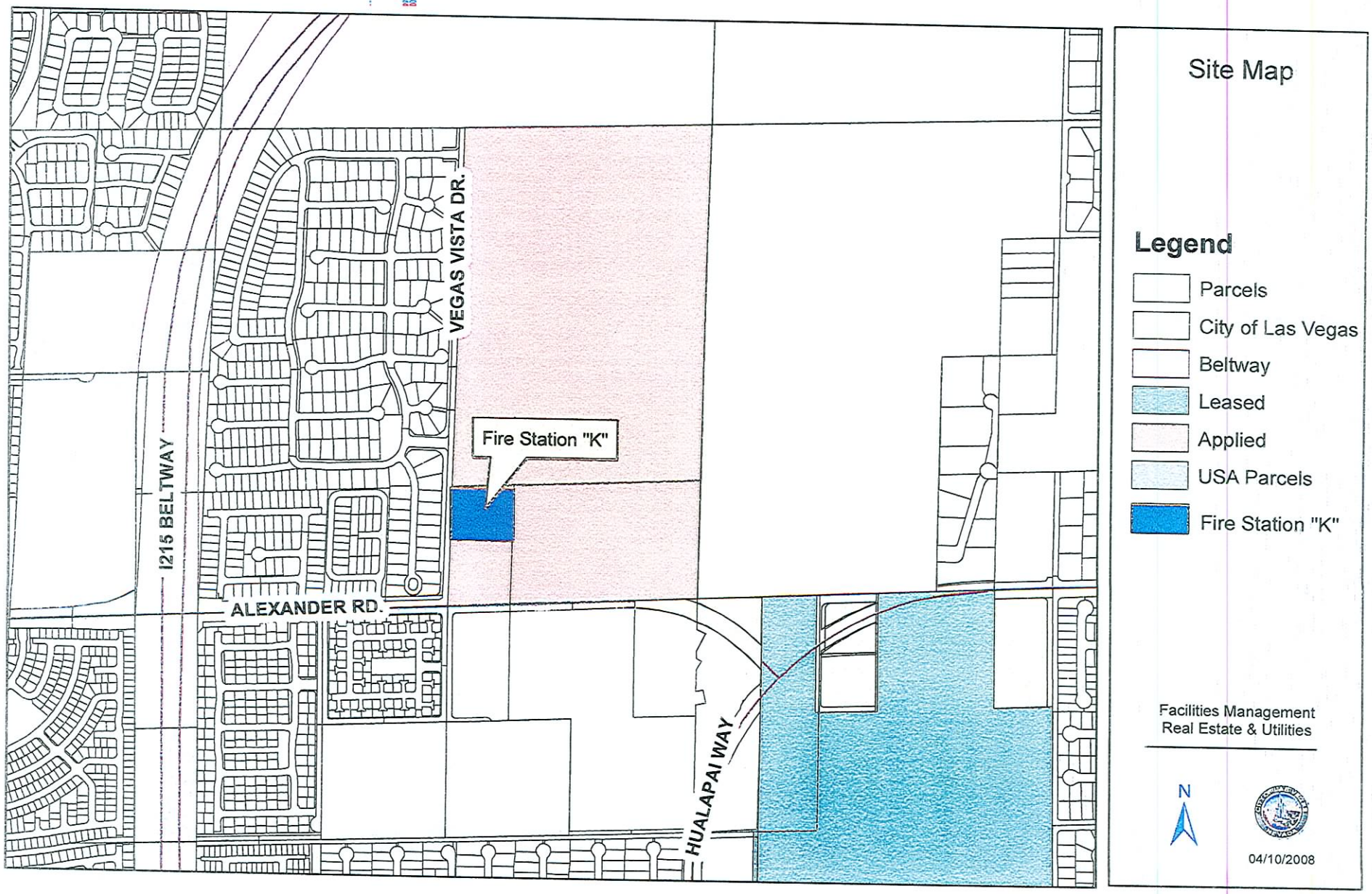


Exhibit 3

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – William McCurdy, Term Expires 1-4-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. Members serve for a term of one year and may be reappointed for additional one year terms. There is no City residency requirement. Mr. McCurdy is eligible for reappointment. This item was abeyed at the 1/7/2009 City Council meeting.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Mr. McCurdy OR appoint a new member to fill his seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

1-7-2009

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1. WILLIAM McCURDY (Brown's Recommendation) (Filled Unexpired Term of Harry Furey)	1117 Hart Avenue	89106	8-1-2007 **(Reappt. 12-19-2007)**	1-04-2009
2. MEL IRWIN (Tarkanian's Recommendation)	P.O. Box 28055	89126	1-04-2006 **(Reappt. 12-20-2006)** **(Reappt. 12-19-2007)** **(Reappt. 1-7-2009)**	1-04-2011

******

AUTHORITY: Assembly Bill 239, NRS Chapter 373

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Government and Community Affairs Office, City of Las Vegas
Carl Scarbrough, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Adroushan (Andy) Armenian, Term Expiration 2-5-2009; William McCurdy, Term Expiration 2-20-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The term of office for Adroushan (Andy) Armenian will expire February 5, 2009 and the term for William McCurdy will expire February 20, 2009. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Armenian and Mr. McCurdy are eligible and wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are:
Reappoint Mr. Armenian or appoint a new member to fill this seat
Reappoint Mr. McCurdy or appoint a new member to fill this seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation memos from Billie Bastain, Acting Director, Leisure Services Department

PARK & RECREATION ADVISORY COMMISSION

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1. ARMENIAN, ADROUSHAN (ANDY) (Goodman's recommendation) (Fills Unexpired Term of John Lowenstein, Resigned 3-31-2008	2050 Troon Dr., Henderson **(County)**	89074	6-4-2008	2-5-2009
2. LEE, HARRY (Ross's recommendation)	8125 Bay Dunes Street **(Ward 6)**	89131	12-6-2006 **(Reappt 12-3-2008)**	12-7-2011
3. AKER, MICHAEL R., SR. (Brown's recommendation)	172 Marion Drive **(Ward 3)**	89110	10-4-2006 **(Reappt 11-15-2006)**	12-12-2009
4 STEPHENS, KYLE (Tarkanian's recommendation)	2231 Monte Cristo **(Ward 1)**	89117	11-7-2007	1-8-2012
5. HEENAN, LETIA (LEE) M. (Goodman's recommendation)	4527 Alpine Place **(Ward 1)**	89107	9-1974 **(Reappt 12-15-1997)** **(Reappt 1-03-2001)** **(Reappt 1-7-2004)** **(Reappt 12-20-2006)**	1-7-2010
6. BALLEW, CRAIG (Brown's recommendation)	5885 N. Juliano Rd **(County)**	89149	12-3-2008	12-3-2011
7. BLACKBURN, BRENT (Reese's recommendation)	1205 James Street **(Ward 3)**	89101	10-18-2000 **(Reappt 12-05-2001)** **(Reappt 1-05-2005)** **(Reappt 12-19-2007)**	1-06-2011
8. CORBETT, STAVAN R. (Brown's recommendation)	412 Anchor Street	89110	11-2-2005 **(Reappt 10-15-2008)**	11-02-2011
9. WHITE, MALCOLM D. (Reese's recommendation)	8504 Copper Falls Avenue **(Ward 4)**	89129	11-07-2001 **(Reappt 4-7-2004)** **(Reappt 3-7-2007)**	4-07-2010
10. SHERMAN, LISA B. (Wolfson's recommendation) (Formerly Lisa Cavaretta)	P. O. Box 80104 (Mailing) **(Ward 2)** (3077 Yankee Clipper Dr., 89117, Home)	89180	4-01-1992 **(Reappt 4-05-1995)** **(Reappt 3-23-1998)** **(Reappt 3-07-2001)** **(Reappt 3-17-2004)** **(Reappt 3-7-2007)**	4-01-2010
11. FOGER, CHARLES (Weekly's recommendation)	1121 Tumbleweed Avenue **(Ward 5)**	89106	11-06-2002 **(Reappt 2-19-2003)** **(Reappt 3-1-2006**	3-24-2009
12. McGRATH, TOM (Tarkanian's recommendation)	P.O. Box 28678 **(Ward 1)** (H: 1413 Vista Drive, 89102)	89126	3-1-2006	3-1-2009

13.	BUCHMAN, LAURIE R. (Reese's recommendations) (Fills Unexpired Term or Ernie Haupt)	238 Apennine Place **(Ward 2)**	89138	9-17-2008	3-24-2009
14.	McCURDY, WILLIAM (Goodman's recommendation)	1117 Hart Avenue **(Ward 5)**	89106	12-05-2001 **(Reappt 1-22-2003)** **(Reappt 1-18-2006)**	2-20-2009
14.	TEEL, WILLIAM J. (Reese's recommendation)	7830 Brentleaf Avenue **(Ward 6)**	89131	12-17-2008	12-17-2011

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Leisure Services

To: Beverly Bridges, City Clerk

From: Billie Bastian, Acting Director

CC: Stacey Campbell

Date: January 7, 2009

Re: Adroushan "Andy" Armenian

At the December 10, 2008, Park and Recreation Advisory Commission meeting, Mr. Adroushan "Andy" Armenian stated he would like to be reappointed to the board. Mr. Armenian has had perfect attendance since his appointment in August 2007. In addition, Mr. Adroushan has demonstrated a commitment to improving the quality of lives of Las Vegas citizens by supporting parks and leisure services programs.

I highly recommend Mr. Armenians re-appointment to the Park and Recreation Advisory Commission.

Memorandum

City of Las Vegas
Leisure Services

To: Beverly Bridges, City Clerk

From: Billie Bastian, Acting Director

CC: Stacey Campbell

Date: January 7, 2009

Re: William McCurdy

At the December 10, 2008, Park and Recreation Advisory Commission meeting, Mr. William McCurdy announced that he would like to be re-appointed to the board. Mr. McCurdy has been a valuable asset to this board and has only been absent 2 times in the last 12 months. Mr. McCurdy has served on the Commission for many years and has demonstrated a firm commitment to serving the Las Vegas citizens through supporting parks and leisure services programs.

I highly recommend Mr. McCurdy's re-appointment to the Park and Recreation Advisory Commission.

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
City Council Appointment Listing

City Council Appointments

Board Name	Member	Term	Appointed:	Expiration
Chief Local Elected Officials Consortium	**Ross**	Until Replaced	7 /20/2005	6/1/2009
City of Las Vegas Audit Oversight Committee (This Board appointment may not fall during the Election cycle appointment process)	**Brown**	2 Years	7 /3 /2002	7/7/2010
City of Las Vegas Audit Oversight Committee (This Board appointment may not fall during the Election cycle appointment process)	**Wolfson**	2 Years	3 /21/2007	3/21/2009
Clean Water Coalition	**Brown**	Until Replaced	10/16/2002	6/1/2009
Clean Water Coalition Alternate	**Ross**	Until Replaced	7 /20/2005	6/1/2009
Criminal Justice Advisory Council Primary	**Wolfson**	Until Replaced	7 /21/2004	6/1/2009
Criminal Justice Advisory Council Alternate Replaced Steven D. Ross, Resigned 8-22-2005	**Reese**	Until Replaced	9 /21/2005	6/1/2009
Debt Management Commission	**Tarkanian**	2 Years	7 /20/2005	6/1/2009
Emergency Operations Management Committee	**Goodman**	Until Replaced	6 /20/2001	6/1/2009
Emergency Operations Management Committee	**Barlow**	Until Replaced	7 /11/2007	6/1/2009
Las Vegas Convention and Visitors Authority	**Goodman**	Term of Office	6 /28/1999	6/1/2011
Las Vegas Convention and Visitors Authority	**Brown**	Term of Office	6 /18/2003	6/1/2009
Las Vegas Springs Preserve Board of Trustees	**Goodman**	Term of Office	8 /20/2003	6/1/2011
Local Law Enforcement Advisory Committee	**Wolfson**	Until Replaced	5 /2 /2007	6/1/2009
Mayor Pro Tem	**Reese**	Until Replaced	11/16/2000	6/1/2009
Metropolitan Police Committee on Fiscal Affairs	**Reese**	Until Replaced	7 /14/1997	6/1/2009
Metropolitan Police Committee on Fiscal Affairs	**Brown**	Until Replaced	7 /20/2005	6/1/2009
Nellis Civilian Military Council Executive Board	**Goodman**	Until Replaced	8 /4 /2004	6/1/2009

Board Name	Member	Term	Appointed:	Expiration
Nellis Civilian Military Council Executive Board Alternate	**Barlow**	Until Replaced	7 /11/2007	6/1/2009
Nevada Development Authority	**Goodman**	2 Years	6 /28/1999	6/1/2009
Nevada League of Cities	**Brown**	2 Years	2 /16/2005	6/1/2009
Oversight Panel for School Facilities	**Wolfson**	2 Years	1 /7 /2009	12/31/2011
Regional Flood Control District of Southern Nevada	**Goodman**	2 Years	7 /20/2005	6/30/2009
Regional Flood Control District of Southern Nevada	**Brown**	2 Years	6 /23/1997	6/30/2009
Regional Transportation Commission of Southern Nevada	**Goodman**	2 Years	7 /20/2005	6/30/2009
Regional Transportation Commission of Southern Nevada	**Brown**	2 Years	6 /23/1997	6/30/2009
Southern Nevada Enterprise Community Advisory Board	**Barlow**	3 Years	10/3 /2007	10/3/2010
Southern Nevada Health District	**Reese**	2 Years	6 /21/1995	6/1/2009
Southern Nevada Health District	**Barlow**	2 Years	7 /11/2007	6/1/2009
Southern Nevada Health District Alternate	**Ross**	2 Years	11/1 /2006	6/1/2009
Southern Nevada Regional Planning Coalition	**Goodman**	Until Replaced	6 /28/1999	6/1/2009
Southern Nevada Regional Planning Coalition	**Tarkanian**	Until Replaced	3 /21/2007	6/1/2009
Southern Nevada Regional Planning Coalition Alternate	**Wolfson**	Until Replaced	2 /16/2005	6/1/2009
Southern Nevada Water Authority (CC)	**Tarkanian**	Until Replaced	9 /6 /2006	6/1/2009
Southern Nevada Water Authority (CC) Alternate	**Brown**	Until Replaced	7 /11/2007	6/1/2009
Yucca Mountain Nuclear Repository Committee	**Wolfson**	Until Replaced	7 /21/2004	6/1/2009
Yucca Mountain Nuclear Repository Committee	**Ross**	Until Replaced	7 /20/2005	6/1/2009

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2008-58 – Annexation No. ANX-30397 – Property location: On the southeast corner of Florine Avenue and Tomsik Street; Petitioned by: Daniel Shannon; Acreage: 1.42 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the southeast corner of Florine Avenue and Tomsik. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (January 30, 2009) is set by this ordinance.

RECOMMENDATION:
ADOPTION at 1/21/2009 City Council meeting pursuant to the 1/6/2009 Recommending Committee.

First Reading – 12/17/2008; First Publication – 1/10/2009

BACKUP DOCUMENTATION:
Bill No. 2008-58 and Location Map

BILL NO. 2008-58

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-30397)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located on the southeast corner of Florine Avenue and Tomsik Street.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

That portion of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), Section 4, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, being LOT 1 and the adjacent half street right of way of FLORINE AVENUE (formerly CORALIE AVENUE, 30.00 feet wide as measured from centerline thereof) and the half street right of way of TOMSIK STREET (width varies) as shown on Parcel Map in File 30, Page 43 of Clark County, Nevada Records, described as follows:

COMMENCING at the south quarter corner of said Section 4; thence along the east line of the Southwest Quarter (SW 1/4) of said Section 4, North 00°23'58" East 670.64 feet; thence along the north line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 4 and along the centerline of said FLORINE AVENUE, North 87°42'05" West 340.85 feet to the POINT OF BEGINNING; thence continuing North 87°42'05" West 340.85 feet to the centerline intersection with said TOMSIK STREET; thence along the

centerline of said TOMSIK STREET, South 00°19'14" West 182.31 feet; thence South 87°40'11" East 30.02 feet to the southwest corner of said LOT 1 as shown on said Parcel Map in File 30, Page 43; thence along the south line of said LOT 1, South 87°40'11" East 310.58 feet to the southeast corner of said LOT 1; thence along the east line of said LOT 1, North 00°23'58" East 152.47 feet to the northeast corner of said LOT 1 on the south line of said FLORINE AVENUE; thence continuing North 00°23'58" East 30.02 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 00°23'58" East being the east line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 20 South, Range 60 East, M.D.M., as shown on Parcel Map in File 30, Page 43 of Clark County, Nevada Records.

Prepared by:
Brian Yu, PLS
Public Works, City of Las Vegas,
731 S. Fourth Street,
Las Vegas, 89101
byu@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory since the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City

will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 30th day of January, 2009, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 30th day of January, 2009, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County,

Nevada, which recording shall be done prior to the 30th day of January, 2009.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause of phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-3-08
_____
Date

The above and foregoing ordinance was first proposed and read by title to the Council on the _____ day of _____, 2008, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

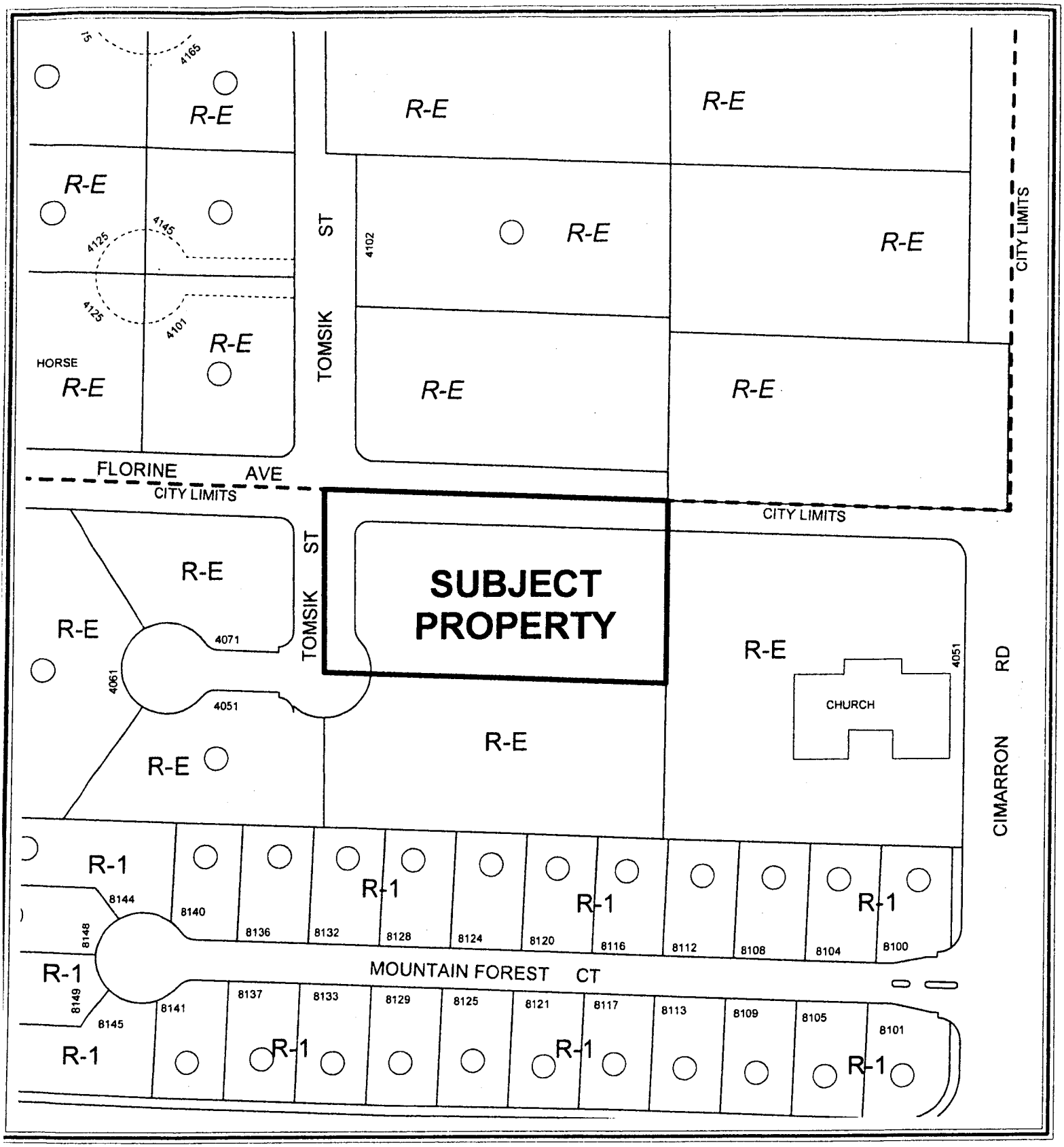
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk



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CASE: ANX-30397

N

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2008-59 – Updates remedies and procedures pertaining to enforcement of the City's rights in drainage easements. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Various provisions of the Municipal Code prohibit unauthorized obstructions and encroachments within drainage easements that run in favor of the City. This bill will clarify and strengthen those prohibitions, expand the enforcement authority available to the City, and authorize the use of nuisance proceedings for violations.

RECOMMENDATION:
ADOPTION at 1/21/2009 City Council meeting pursuant to the 1/6/2009 Recommending Committee.

First Reading – 12/17/2008; First Publication – 1/10/2009

BACKUP DOCUMENTATION:
Bill No. 2008-59

BILL NO. 2008-59

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE REMEDIES AND PROCEDURES PERTAINING TO ENFORCEMENT OF THE CITY'S RIGHTS IN DRAINAGE EASEMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates remedies and procedures pertaining to enforcement of the City's rights in drainage easements.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.04.010: As used in this Chapter, unless the context requires otherwise, the following terms shall be defined as set forth in this Section.

"Authorized official" means an officer of the Las Vegas Metropolitan Police Department and any person designated and empowered by ordinance, by the City Manager or by the District Health Officer to enforce the provisions of Title 9.

"Chronic nuisance" means the existence of any of the following conditions:

(1) When three or more nuisance activities exist or have occurred during any thirty-day period on a property;

(2) When a person associated with the property has engaged in three or more nuisance activities during any thirty-day period on the property or within one hundred feet of the property;

(3) When the property has been the subject of a search warrant based on probable cause of continuous or repeated violations of NRS Chapter 459; or

(4) When a building or place is used for the purpose of unlawfully selling, serving, storing, keeping, manufacturing, using or giving away a controlled substance, immediate precursor as defined in NRS 453.086 or controlled substance analog as defined in NRS 453.043.

"Criminal activity" means any activity defined as a misdemeanor in the Las Vegas Municipal Code or as a misdemeanor, gross misdemeanor or felony in NRS Title 15.

"Imminent hazard" means any condition associated with real property that places a person's life, health or property in high risk of peril when such condition is immediate, impending, or on the point of happening or menacing.

"Owner" means any person having a legal or equitable interest in real property within the City. For purposes of providing notice under this Chapter to an owner of real property, the term also includes any agent or representative of the owner, or any person who acts as a manager or collects rents regarding that property.

"Person associated with the property" means a person who, on the occasion of a nuisance activity, has:

(1) Entered, patronized or visited;

(2) Attempted to enter, patronize or visit; or

(3) Waited to enter, patronize or visit, a property or a person present on the property.

"Public nuisance," "nuisance," or "nuisance activity" means any of the following conditions:

(1) Any area, structure or object which by its nature, location, or character would tend to attract and endanger the safety of any minor person.

(2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

(3) Any body of water which by its nature or location constitutes an unhealthy or unsafe condition, including any accumulation of stagnant water that has become or is likely to become a breeding area for insects.

(4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles,

wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

(5) Any violation of Title 19 or Title 20 of this Code.

(6) Operating a business without a current license as required by Title 6.

(7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

(d) Unpainted or painted buildings, walls, fences or other structures whose condition has become so deteriorated as to create a hazardous condition; threaten collapse, displacement, or other breakdown of structural integrity; permit decay, excessive cracking, peeling, chalking, dry rot, warping or termite infestation; or create a condition of blight visible from public right-of-way;

(e) Any vehicle that has been abandoned, or any vehicle in an obviously mechanically inoperable condition, that:

(i) Is parked within a multifamily residential parking lot, in a location that is visible from public property, including a street or alley;

(ii) Has been parked in the same location for more than seven consecutive days;

(f) Criminal activity on any lot or premises within the City.

"Responsible party" means any tenant, occupant, lessor, lessee, manager, licensee or other

person having control over a structure or parcel of land in the City.

SECTION 2: Title 13, Chapter 32, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.32.080: (A) All unauthorized encroachments or obstructions upon any [street, public alley or highway] public street or highway, public alley or public easement in the City, including abandoned and unregistered motor vehicles, where provision for removal is not otherwise prescribed, shall be removed by the City Manager, or his designee, and the cost of such removal shall be a debt to the City and shall be paid prior to the release of the property or vehicle causing the encroachment or obstruction. The Metropolitan Police Department shall report all such encroachments and obstructions to the City Manager.

(B) The City Manager shall not cause the removal of any encroachment or obstruction, including any abandoned or unregistered vehicle, as prescribed in Subsection (A) of this Section, until he has given the owner of such property causing the obstruction or encroachment twenty-four hours prior written notice to remove it. In the event the owner cannot be ascertained by reasonable efforts, the written notice shall be attached to or posted on the obstruction or encroachment and the period of notification shall begin to run upon such posting.

SECTION 3: Title 20, Chapter 4, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.050: (A) It is unlawful for anyone to construct, erect or place any building, structure or improvement on any land within any proposed or existing flood control channel as set forth on the Master Plan of Flood Control Channels Map, excepting, however, when conduit is used instead of an open channel, the City Council upon recommendation of the Planning Commission may allow buildings, structures, or other improvements above the area occupied by the conduit.

(B) Except as authorized by the Director of Public Works, it is unlawful to do any of the following with respect to a drainage easement that runs in favor of the City or another governmental entity:

(1) Place or erect any structure within the boundaries of the easement; or

(2) Deposit or place any object or material that encroaches upon the easement.

(C) Except as authorized by the Director of Public Works, it is unlawful for the owner of property subject to a drainage easement that runs in favor of the City or another governmental entity to:

(1) Knowingly permit the placement of a structure within the boundaries of the easement;

(2) Knowingly permit the deposit or placement of any object or material that encroaches upon the easement; or

(3) Fail to remove any such structure, object or material, upon notice by the City to do so, within the time period specified by the notice.

(D) A violation of this Section or any other provision of this Title constitutes a public nuisance.

SECTION 4: Title 20, Chapter 8, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.140: The Director of Public Works is [hereby appointed to administer and implement] responsible for the implementation, administration and enforcement of this Chapter. Whenever the provisions of this Chapter refer to the Director of Public Works, that reference includes the Director's designee. The Director, with the approval of the City Manager, may authorize employees of other departments to enforce any or all provisions of this Title.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-3-08
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2008, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2008-61 – Establishes electric utility service, rather than water service, as the basis for requiring a property to subscribe to mandatory solid waste collection service. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Owners of unoccupied properties often discontinue water service in order to avoid paying for waste collection service. It has been suggested that tying waste collection service to electric utility service, rather than water service, will encourage such owners to maintain their water service. It is hoped that, with water service still available, property owners and owners' associations will be more likely to maintain landscaping on such properties.

RECOMMENDATION:
ADOPTION at 1/21/2009 City Council meeting pursuant to the 1/6/2009 Recommending Committee.

First Reading – 12/17/2008; First Publication – 1/10/2009

BACKUP DOCUMENTATION:
1. Bill No. 2008-61
2. Business Impact Statement

BILL NO. 2008-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S SOLID WASTE REGULATIONS CONCERNING MANDATORY WASTE COLLECTION SERVICE REQUIREMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Establishes electric utility service, rather than water service, as the basis for requiring a property to subscribe to mandatory solid waste collection service.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 8, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.210: (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to [water] an electric utility service to subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to [water] an electric utility service for the entire billing period.

(B) In order to discontinue paying for solid waste collection service pursuant to Subsection (A) of this Section, a person must request discontinuation of service and provide proof that no [water] electric utility service to the premises is provided. No fee may be charged to discontinue service or to reestablish service to the premises after service has been discontinued pursuant to this Subsection (B).

(C) All charges for regular or periodic services provided by the City, its franchisees, or their duly appointed agents[,] pursuant to this Chapter shall be billed on the first business day of the quarterly or monthly billing period, as applicable, and shall be due and payable on the last day of the billing month; provided, however, that charges for on-call service may be billed at the time of service. All charges for services under this Chapter, including the penalties for delinquent payment,

shall constitute a debt and obligation of the legal owner of the premises to the City or its franchisee, and such person shall be liable therefor in a civil action commenced by the City or its franchisee in any court of competent jurisdiction for the recovery of such charges and penalties.

(D) If any person fails to pay the charges authorized by this Chapter by the date they become due and payable, a penalty shall be added thereto of three dollars per quarter (or fraction thereof) for residential accounts and two percent per month (or fraction thereof) of the delinquent amount for commercial accounts.

(E) A customer shall be entitled to a refund of any advance payment for service he or she has made upon presenting proof that a connection to [water] an electric utility service did not exist at the customer's premises during the entire billing period for which the advance payment was made. All refunds from a franchisee to a customer shall be paid within thirty days from the date of the customer's request for reimbursement or date of franchisee's knowledge that a refund is owed.

(F) No person shall accept and no franchisee shall offer or give any solid waste collection, transportation and disposal services or curbside recyclables collection services without charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter, except that this provision does not apply to any credits or refunds issued pursuant to Section 9.08.340, charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue Code or as further provided by franchise agreement.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is

required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-3-08
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2008, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2008-61
(Establishes electric utility service, rather than water service, as the basis for requiring a property to subscribe to mandatory solid waste collection service)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2008-61, that will establish electric utility service, rather than water service, as the basis for requiring a property to subscribe to mandatory solid waste collection service.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable. Unable to identify particular businesses or types of businesses that might be affected

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Unable to identify

Beneficial effects:

Potential decrease in number of properties whose landscaping is not maintained

Direct effects:

Unable to identify

Indirect effects:

Potential decrease in number of properties whose landscaping is not maintained

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 3, 2008

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-1 – Revises the composition of the Records Management Committee, and adopts the most recent version of the minimum records retention schedules for local governments in Nevada. Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update the composition of the City's Records Management Committee by adding members and providing additional flexibility for the designation of alternates. The bill will also adopt the most recent version of the minimum records retention schedules for local governments in Nevada.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-1
2. Business Impact Statement

BILL NO. 2009-1

ORDINANCE NO. _____

AN ORDINANCE TO REVISE THE COMPOSITION OF THE RECORDS MANAGEMENT COMMITTEE, ADOPT THE MOST RECENT VERSION OF THE MINIMUM RECORDS RETENTION SCHEDULES FOR LOCAL GOVERNMENTS IN NEVADA, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Revises the composition of the Records Management Committee, and adopts the most recent version of the minimum records retention schedules for local governments in Nevada.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 60, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.030: A records management committee is hereby established and shall be composed of the following[:] (or their respective designees):

(A) The City Manager; [or his designee;]

(B) The City Attorney; [or his designee;]

(C) The City Clerk;

(D) The City Auditor;

(E) The Director of Finance and Business Services; [or his designee;]

(F) The Director of Public Works ; [or his designee; and]

(G) The Director of Information Technologies; [or his designee.]

(H) The Director of Detention and Enforcement; and

(I) The Municipal Court Administrator.

SECTION 2: Title 2, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.070: (A) A record may be disposed of only in accordance with the records retention schedule that has been approved for records of that type.

(B) The following documents [entitled "Local Government Records Retention

Schedules" and "Nevada Local Government Records Program Manual," adopted by the Nevada State Library and Archives Division on June 26, 2007,] are hereby adopted by the City[.]:

(1) "Nevada Local Government Records Program Manual," as adopted by the Nevada State Library and Archives Division on June 26, 2007; and

(2) "Local Government Records Retention Schedules," as adopted by the Nevada State Library and Archives Division on June 26, 2007, and as subsequently amended on August 28, 2008.

➥The respective retention periods that are established in those documents shall be the minimum periods for which the records of the City, other than judicial records and other documents of the Municipal Court, must be retained.

(C) The City may establish periods of retention longer than those designated by the State for any particular class of record. Further, the City may establish retention schedules for any record not addressed by the State's schedules. Any schedule proposed to be established pursuant to this Subsection (C) shall be submitted to the Records Management Committee for its approval and, after such schedule has received the approval of the Records Management Committee, the City Clerk shall submit the same to the City Council for its approval. Such approval shall be accomplished by ordinance.

(D) The disposition of judicial records and other documents of the Municipal Court shall be governed by a records retention schedule that is approved by the Judges of the Municipal Court by a court rule that is adopted in accordance with the rules of the Nevada Supreme Court. Such schedule shall become effective upon its approval by a majority of the Judges of the Municipal Court and shall establish a system of records management for Municipal Court to be implemented by the Court Administrator.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-23-08
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-1
(Revises the composition of the Records Management Committee, and adopts the most recent version of the minimum records retention schedules for local governments in Nevada)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-1, that would revise the composition of the Records Management Committee and adopt the most recent version of the minimum records retention schedules for local governments in Nevada.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 23, 2008

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-2 – Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of personal computers, laptop computers, and other similar computer devices on a non-consignment basis. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Secondhand dealers are permitted by means of special use permit under the current version of the Town Center Development Standards, but the "secondhand" operation is limited to consignment sales. This bill will adjust that limitation to allow a secondhand dealer use to sell personal computers, laptop computers, and other similar computer devices on a non-consignment basis.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-2

BILL NO. 2009-2

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL REGARDING THE SPECIAL USE PERMIT STANDARDS APPLICABLE TO SECONDHAND DEALERS TO ALLOW THE SALE OF PERSONAL COMPUTERS, LAPTOP COMPUTERS, AND OTHER SIMILAR COMPUTER DEVICES ON A NON-CONSIGNMENT BASIS; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of personal computers, laptop computers, and other similar computer devices on a non-consignment basis.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.06.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance. Deletions are shown by bracketing and additions by underlining.

SECTION 2: Section B.4.B of the Manual is amended by amending Subdivision 51 thereof to read as follows:

51) SECONDHAND DEALER

a. Except as otherwise provided in Paragraph (c), [The] the use may be operated for consignment sales only[.

b. Only the following merchandise may be sold:] and such consignment sales shall be limited to the following merchandise: jewelry (Class III), furniture, fixtures, tableware, pictures and paintings.

[c.] b. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.

c. The following (and only the following) secondhand merchandise may be sold on a non-consignment basis to customers of the operation: personal computers, laptop computers, and other similar computer devices.

d. No outdoor displays, sales or storage of any merchandise shall be permitted.

e. The hours of operation shall be limited to the hours between 8:00 a.m. and 10:00 p.m., unless otherwise specified by the City Council.

f. The use shall comply with the applicable requirements of LVMC Title 6.

g. The conditions listed above are not waivable development standards under the provisions of the Town Center Development Standards Manual.

SECTION 3: The Planning and Development Department is authorized and directed to incorporate into the Manual the amendments made by this Ordinance

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-23-08
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-3 – Amends the Downtown Centennial Plan to update the list of uses permitted within the district known as "18b The Las Vegas Arts District." Sponsored by: Councilman Gary Reese

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will add to the list of uses permitted within the district known as "18b The Las Vegas Arts District" the following uses: "Office, Other Than Listed," "Banquet Facility" and "Accessory Massage." The Board of the District's Neighborhood Association has expressed support for the proposal.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-3

BILL NO. 2009-3

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO UPDATE THE LIST OF USES PERMITTED WITHIN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Amends the Downtown Centennial Plan to update the list of uses permitted within the district known as "18b The Las Vegas Arts District."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 5874, is hereby amended as set forth in Sections 2 to 3, inclusive, of this Ordinance.

SECTION 2: Section VII(D)(2)(3) is amended by adding, at the appropriate location, the following use to the list of uses permitted under the category of "Office and Professional Uses":

- Office, Other Than Listed (meaning offices other than those listed in the "Office and Professional Uses" category)

SECTION 3: Section VII(D)(2)(5) is amended by adding, at the appropriate locations, the following uses to the list of uses permitted under the category of "Retail and Personal Services":

- Banquet Facility
- Massage, Accessory

SECTION 4: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-23-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

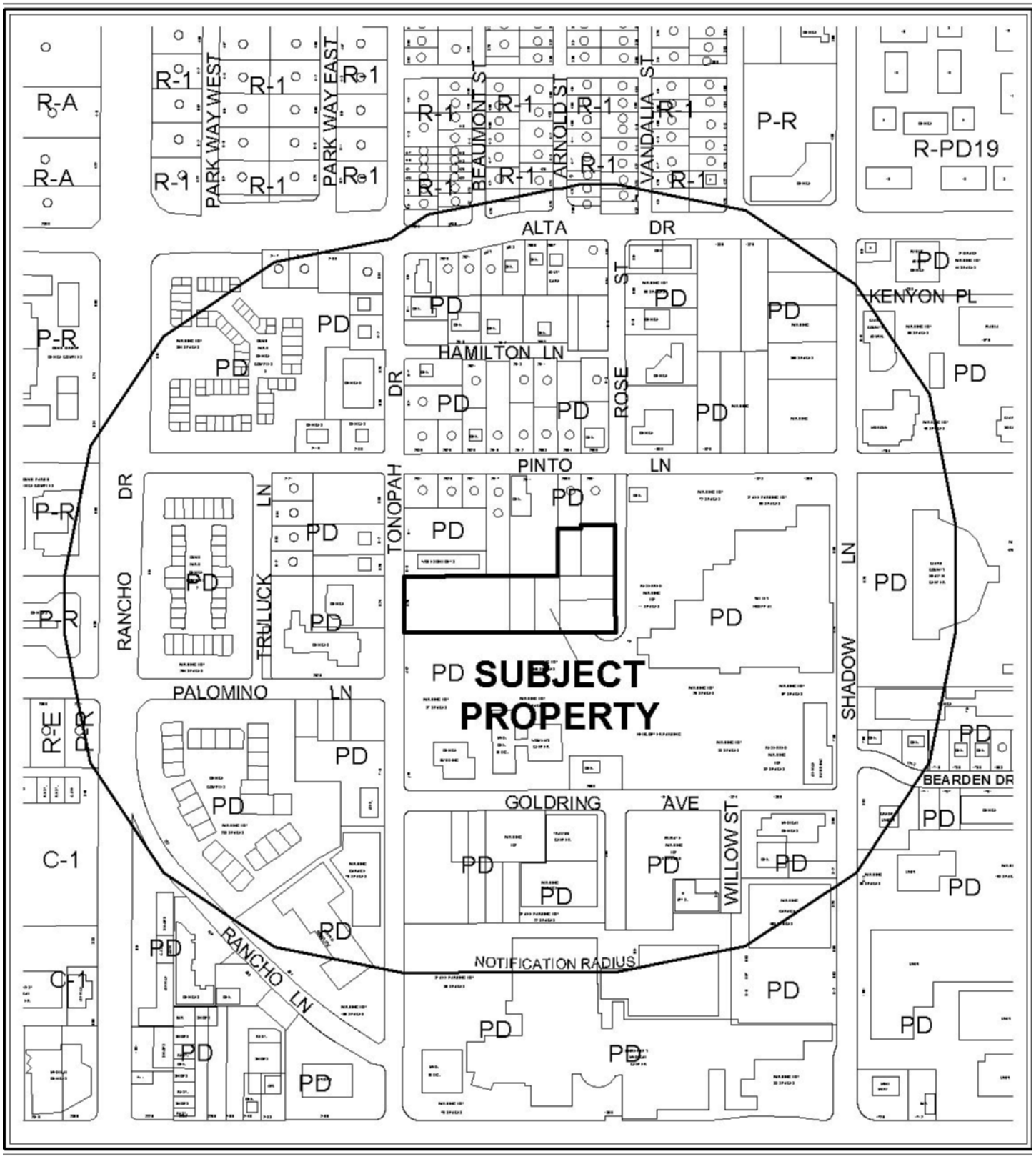
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-32084 - REQUIRED REVIEW – PUBLIC HEARING - APPLICANT: NICHOLAS J. NOWICKI, LTD. - OWNER: VALLEY HEALTH SYSTEM, LLC - Request for a Required Review of an approved Site Development Plan Review (SDR-3054) FOR A PROPOSED TEMPORARY PARKING LOT AND FOR A WAIVER OF INTERNAL PARKING LOT STANDARDS on 2.42 acres at the northwest corner of Tonopah Drive and Valerie Street (APNs 139-33-302-026 through 032), PD (Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SDR-3054
6. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 6



0 300 600 Feet

CASE: **RQR-32084**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

0 300 600 Feet

CASE: **RQR-32084**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-32084 - APPLICANT: NICHOLAS J. NOWICKI, LTD. - OWNER: VALLEY HEALTH SYSTEM, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Site Development Plan Review shall be placed on an agenda closest to 10/20/09, at which time the City Council may impose remedies or penalties set forth by the Las Vegas Municipal Code.

2. Conformance to the conditions for Site Development Plan Review (SDR-3054).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a Required Review of an approved Site Development Plan Review (SDR-3054) for a temporary parking lot and a waiver of internal parking lot standards on 2.42 acres adjacent to the northeast corner of Tonopah Drive and Valerie Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/27/97	The City Council approved a request for Rezoning (Z-0020-97) from R-1 (Single Family Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), R-5 (Apartment District), R-E (Residence Estates), P-R (Professional Office and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) to PD (Planned Development) on 171 acres located between Alta Drive and Charleston Boulevard. The Planning Commission recommended approval on 04/24/97.
06/19/02	The City Council approved a request for a Major Modification to the Las Vegas Medical District Neighborhood Plan [Z-0020-97(33)] to update and revise the Plan document, as part of the City's General Plan for the area bounded by Alta Drive to the north, Charleston Boulevard to the south, Martin L. King Boulevard to the east, and Rancho Drive to the west. The Planning Commission recommended approval on 04/11/02.
07/01/02	The Planning and Development Department approved a request for a Minor Site Development Plan Review [Z-0020-97(36)] to allow the reconfiguration of the parking lots within the Clark County Pinto Campus on approximately 11.6 acres generally located between Alta Drive, and Shadow and Desert Lanes.
08/08/02	The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a request for a Site Development Plan Review [Z-0020-97(37)]; a waiver of the required perimeter and parking lot landscaping; and a waiver of certain Medical District Design Standards for a proposed 204-space parking lot on 1.68 acres located at 625 Tonopah Drive, 2008 and 2012 Valerie Street, and 720 Rose Street.
10/22/03	A Code Enforcement case (5918) was processed for the fence surrounding a vacant lot too close to right-of-way, causing a traffic hazard at the northwest corner of Rose Street and Valerie Street. The case was closed 12/10/03.

11/19/03	The City Council approved a request for a Site Development Plan Review (SDR-5054) and Waivers of the Medical District Standards for a proposed temporary parking lot and for a waiver of internal parking lot standards on 2.42 acres adjacent to the northeast corner of Tonopah Drive and Valerie Street. The Planning Commission recommended approval on 10/23/03.
11/19/03	The City Council approved a request for a Petition to Vacate (VAC-3057) Valerie Street, generally located east of Tonopah Drive. The Planning Commission recommended approval on 10/23/03.
03/05/08	The Planning and Development Department and Department of Public Works denied a request for a Final Map Technical Review (FMP-26691) with conditions incorporated into the Final Map Mylar.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #6/ds).
Related Building Permits/Business Licenses	
10/20/04	A building permit (4020695) was issued for site electrical for the parking lot. The permit was finalized on 10/20/04.
10/20/04	A building permit (4020696) was issued for onsite improvements (parking lot) including a CMU wall. The permit was finalized on 07/28/05.
No business licenses were issued for the subject parcels.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
12/02/08	Staff conducted a field inspection of the subject site with the following observations: • The parking lot and surrounding areas appeared clean and well maintained. • The landscaping appeared to be in compliance with plans approved by the Planning and Development Department dated 08/27/04.

Details of Application Request	
Site Area	
Gross Acres	2.42

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Parking Lot	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-1 (Medical Support) Las Vegas Medical District Land Use Designation]

North	Offices	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-1 (Medical Support) Las Vegas Medical District Land Use Designation]
South	Parking Lot	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-2 (Major Medical) Las Vegas Medical District Land Use Designation]
East	Hospital	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-2 (Major Medical) Las Vegas Medical District Land Use Designation]
West	Condominiums	UMC (Las Vegas Medical District)	PD (Planned Development) [P-O (Professional Office) Las Vegas Medical District Land Use Designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		Y
Las Vegas Medical District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first required review of the parking lot since the initial approval of the Site Development Plan Review (SDR-3054). During a field inspection, staff found the parking lot and surrounding area clean and well maintained. The landscaping around the perimeter of the parking lot appeared to conform to the approved landscaping plans dated 08/27/04, with the exception of the trees surrounding the cul-de-sac at the corner of Valerie Street and Rose Street.

FINDINGS

The parking lot is located within the Las Vegas Medical District. The area is clean and being well maintained. The trees surrounding the cul-de-sac at the corner of Valerie Street and Rose Street were removed due to Federal Aviation Administration height restrictions of obstacles in the flight path to/from a helipad. The City Council approved a Special Use Permit (SUP-10124) allowing the helipad on 01/18/06; therefore, staff is recommending approval of this request.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 112 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-32084** APN: 139-33-302-026,027,028,029,030, 031,032

Name of Property Owner: Valley Health System, L.L.C.

Name of Applicant: Nicholas J. Nowicki, Ltd.

Name of Representative: Nicholas J. Nowicki

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Steve Fitton

Print Name: Steve Fitton

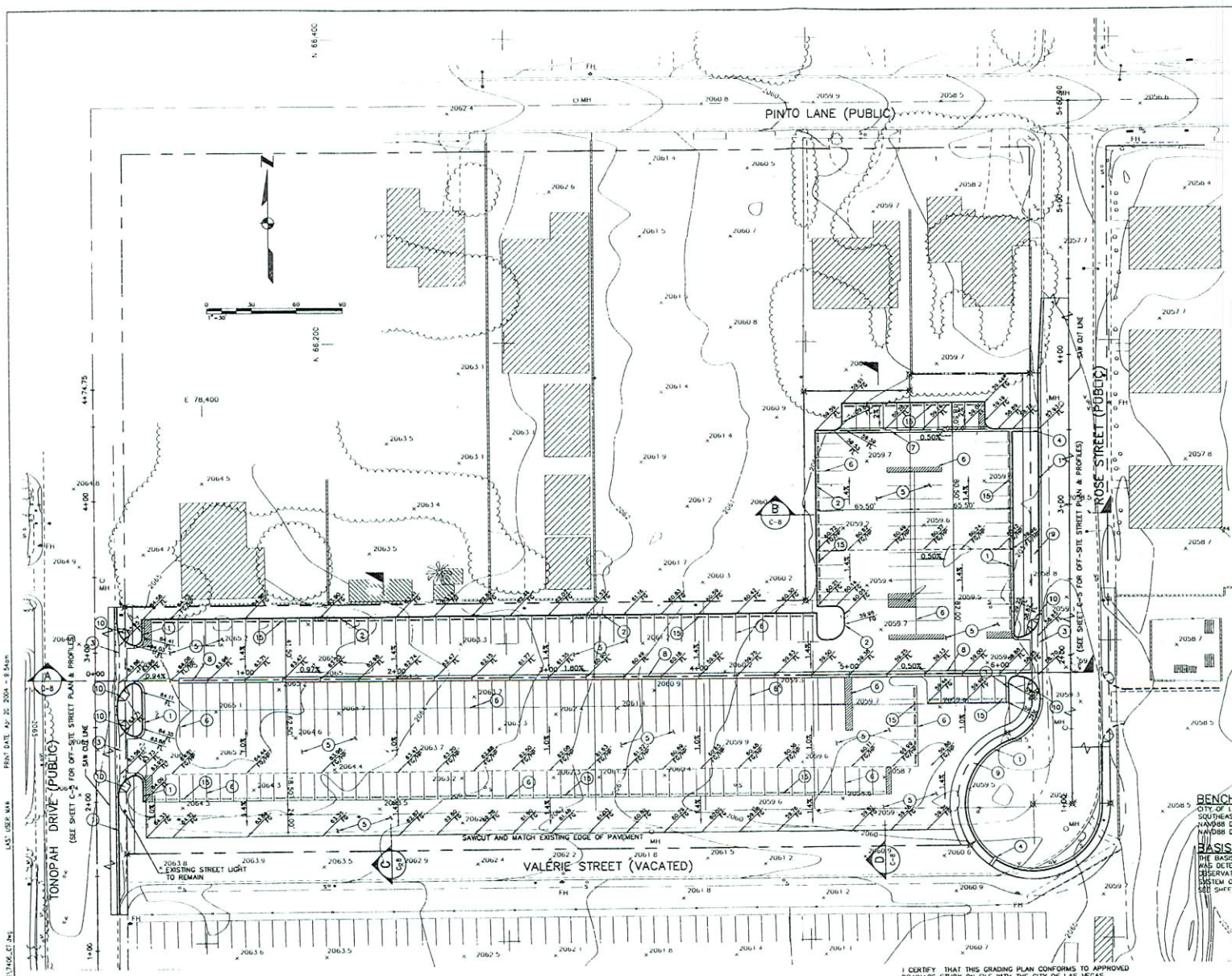
Subscribed and sworn before me

This 29th day of October, 2006

Christina E. O'Donnell

Notary Public in and for said County and State

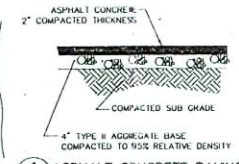
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christina E. O'Donnell, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Oct. 6, 2010
Member, Pennsylvania Association of Notaries



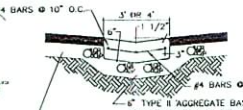
CONSTRUCTION NOTES:

1. INSTALL "L" TYPE CURB & GUTTER DWG. NO. 216, PAGE NO. 22
2. INSTALL "A" TYPE ISLAND CURB DWG. NO. 219, PAGE NO. 25
3. INSTALL 6' CROSS GUTTER DWG. NO. 228, PAGE NO. 34
4. INSTALL 2' WIDE SIDEWALK DRAIN DWG. 236, PAGE NO. 42
5. CONSTRUCT PAVEMENT SECTION, 2" AC PAVEMENT, OVER 4" TYPE II SEE DETAIL 1/C7
6. PAINT STRIPE
7. INSTALL 6" THICK, 3' WIDE CONCRETE GUTTER SEE DETAIL 2/C7
8. INSTALL 6" THICK, 4' WIDE CONCRETE GUTTER SEE DETAIL 2/C7
9. CONSTRUCT 6" THICK CONCRETE SIDEWALK SEE PLAN FOR WIDTH
10. INSTALL SIDEWALK RAMP (CASE II) DWG. 235, PAGE NO. 41 TO 41C (DIMENSION A & B = 6.5')
15. INSTALL PRECAST BUMPER BLOCK DWG. 238, PAGE NO. 44

NOTES:
1. DIMENSIONS ARE TO BACK OF CURB OR TO CENTER OF PAINT.
2. ADD 2000 FEET TO ALL PROPOSED SPOT SHOTS



1/C7 C7 ASPHALT CONCRETE PAVING DETAIL



2/C7 C7 VALLEY GUTTER DETAIL

EARTHWORK VOLUMES

CUT 2,300 cu. yds
FILL 150 cu. yds

NOTE: THIS ESTIMATE OF EARTHWORK VOLUMES IS PROVIDED FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES. THESE TOTALS ARE RAW AND DO NOT ACCOUNT FOR SHRINKAGE AND SUBSIDENCE

BENCH MARK

CITY OF LAS VEGAS BENCH MARK IS 3 RIVET & PLATE IN TOP OF CURB AT SOUTHEAST CORNER OF SHADOW LANE & PALOMINO STAMPED ILV01 335W6
NAV88 DATUM METER: 626.313
NAV88 DATUM FEET: 2054.83

BASIS OF BEARING

THE BASIS OF BEARINGS, S. 86°08'57" W., FOR THIS PROJECT WAS DETERMINED BY STATIC GLOBAL POSITIONING SYSTEM OBSERVATIONS REFERENCED TO THE WORLD GEODETIC REFERENCE SYSTEM OF 1984 (WGS 84) NORTH AMERICAN DATUM OF 1983 (NAD 83) SEE SHEET C-3 FOR STATION DESCRIPTIONS

RQR-32084
12/18/08 PC

I CERTIFY THAT THIS GRADING PLAN CONFORMS TO APPROVED DRAINAGE STUDY ON FILE WITH THE CITY OF LAS VEGAS

NAME	P.E. NO.	EXP. DATE	DATE
Peter Sanwald	09383	6/30/09	6/10/09

Call before you Dig. 1-800-227-2600

Call before you OVERHEAD 1-702-593-6111

USE OF DOCUMENTS

THE DOCUMENT, INCLUDING THE DESIGNS, DETAILS, IDEAS AND ARRANGEMENTS INDICATED THEREON, ARE THE PROPERTY OF KENNEDY/JENKINS CONSULTANTS, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF KENNEDY/JENKINS CONSULTANTS, INC.

REVISIONS	DESIGNED	DRAWN	CHECKED
	MRA	MRA	PRS

Kennedy/Jenks Consultants
842 Grier Drive, Suite 300
Las Vegas, NV 89119
Phone 702-270-3610 Fax 702-270-3611

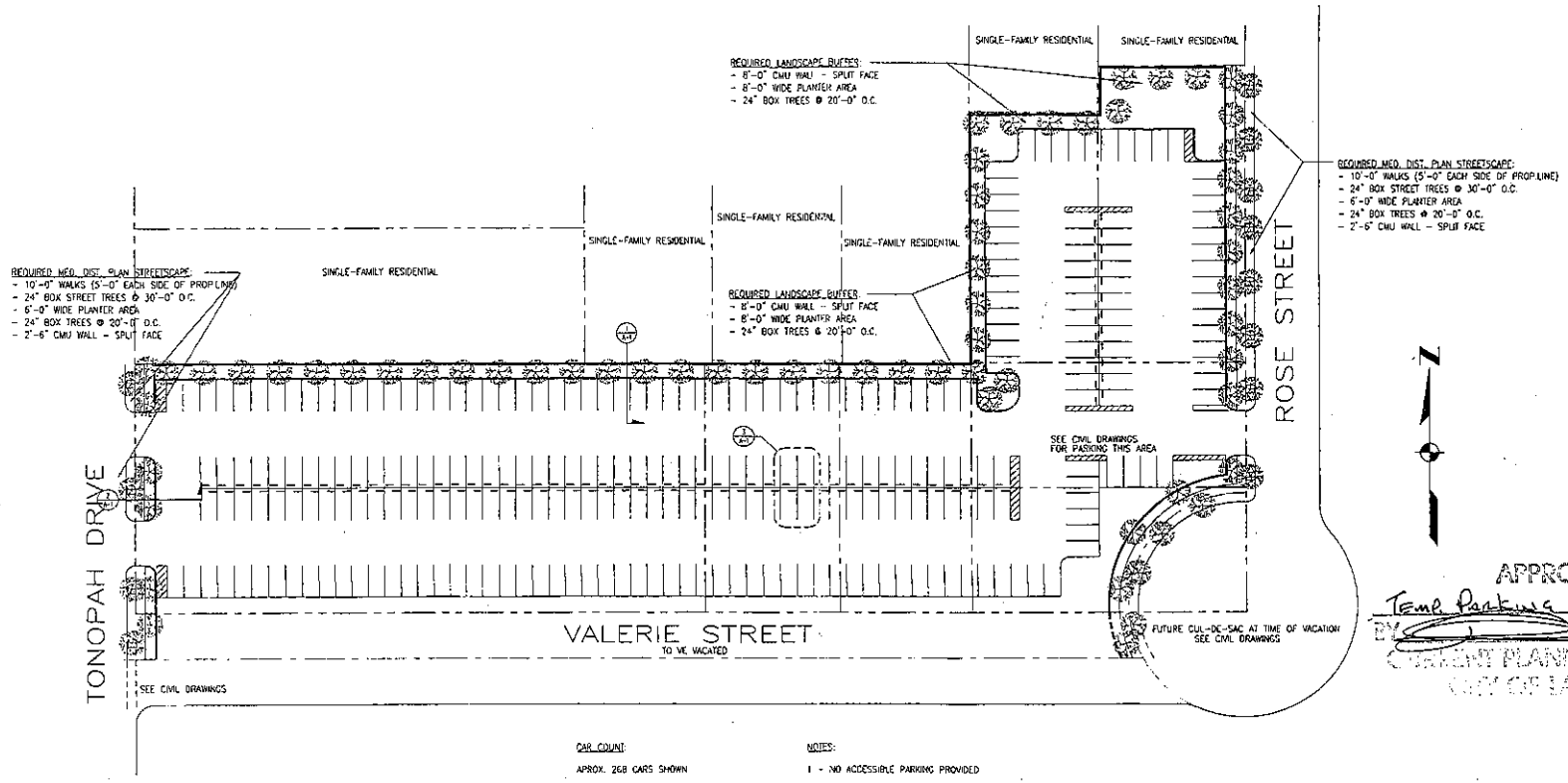
PREPARED FOR
LEO A DALY
LAS VEGAS, NEVADA

STATE OF NEVADA — PETER R. SANWALD — No. 09383 — REGISTERED PROFESSIONAL ENGINEER

UNIVERSITY MEDICAL CENTER
VALERIE STREET PARKING LOT - PHASE 2
GRADING PLAN

FILE	7406_C7
JOB NO	03/406.00
DATE	JAN 2004
SHEET	C-7

LAST USER MAR — PRINT DATE: Apr 20, 2004 - 8:34am
P:\DRAWINGS\03\406\7406_C7.dwg
73965



PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

CAR COUNT:

APROX. 268 CARS SHOWN

ALL SPACES = 9'x18'
ALL DRIVE AISLES = 25'-0"

NOTES:

1 - NO ACCESSIBLE PARKING PROVIDED

2 - ASSESSOR'S PARCEL MAP: 139-33-3

3 - LOT SIZE: APROX. 2.4 ACRES

4 - SEE LANDSCAPE DRAWINGS FOR PLANTING INFORMATION

5 - PARKING LOT LIGHTING TO BE PER MEDICAL DISTRICT GUIDELINES (SHIELDED, SHOE-BOX STYLE ON 20'-0" MAX POLES)

6 - ADA ACCESSIBLE PARKING TO BE PROVIDED ADJACENT TO BUILDING THEY SERVE WITHIN THE OVERALL CAMPUS PARKING PLAN

APPROVED LANDSCAPING PLAN
8/27/04
Planning & Development Department

APPROVED
Temp Parking Lot
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS
8/27/04

APPROVED
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

UMC
TEMPORARY
EMPLOYEE PARKING
AT VALERIE STREET

UNIVERSITY MEDICAL CENTER
1800 CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

LEO A DALY
3960 Howard Hughes Parkway Suite 600
Las Vegas Nevada 89109 USA
Tel 702.369.3267 Fax 702.369.3263
www.leoadaly.com

CIVIL:
KINNEDY / JENKS Consultants, Inc.
840 Grier Drive, Suite 300
Las Vegas Nevada 89119 USA
Tel 702.270-3610 Fax 702.270.3611

REVISIONS

NO	DATE	DESCRIPTION
-	9-9-03	PLANNING DEPARTMENT SUBMISSION
-	12-19-03	OWNER REVIEW
-	02-14-04	ARCHITECTURAL SUBMITTAL

Job No.: 020802-01
Date: FEB. 18, 2003

PROPOSED SITE PLAN

A01

RQR-32084
12/18/08 PC

040749

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

December 24, 2003

Mr. Michael T. Walsh
Clark County – UMC
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SDR-3054 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 19, 2003
RELATED TO VAC-3057

Dear Mr. Walsh:

The City Council at a regular meeting held November 19, 2003 APPROVED the request for a Site Development Plan Review and Waivers of the Medical District Standards FOR A PROPOSED TEMPORARY PARKING LOT AND FOR A WAIVER OF INTERNAL PARKING LOT STANDARDS on 2.42 acres adjacent to the northeast corner of Tonopah Drive and Valerie Street (APN: 139-33-302-026, 027, 028, 029, 030, 031 and 032), PD (Planned Development). The Notice of Final Action was filed with the Las Vegas City Clerk on November 20, 2003. This approval is subject to:

Planning and Development

1. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

2. Site development to comply with all applicable conditions of approval for Rezoning application Z-0020-97.

3. The Site Development Plan Review shall be reviewed in five (5) years.

4. Full landscaping improvements in compliance with the appropriate standards shall be installed if the parking lot is used beyond 5 years.

5. All development shall be in conformance with the site plan and building elevations, except as amended by conditions herein.

6. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

RQR-32084
12/18/08 PC

7. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

8. A Petition of Vacation, such as VAC-3057, for the purpose of vacating Valerie Street in a manner acceptable to the Department of Public Works, must be approved by City Council prior to the issuance of permits for this site. If said vacation is not approved, half-street improvements will be required on Valerie Street unless deferral of such improvements is approved by City Council.

9. Dedicate or obtain dedication for the complete cul-de-sac bulb per Standard Drawing #212 or an offset cul-de-sac for Rose Street prior to recordation of an Order of Vacation for this site, unless an alternative plan to terminate Rose Street is accepted by the City Engineer.

10. Construct half-street improvements on Tonopah Drive and Rose Street, including the proposed cul-de-sac bulb on Rose Street to current City Standards adjacent to this site concurrent with development. Required improvements shall be as follows: full UMC Medical District guidelines, including curb, street, gutter, sidewalks and landscaping along all portion so this site that abut public right-of-way, both along Tonopah Drive and Rose Street (including that portion of the new cul-de-sac terminating Rose Street adjacent to this site). Along Tonopah Drive south of the current Valerie Street centerline, construct street, curb, gutter, and 5-foot wide sidewalk within the Tonopah Drive right-of-way. On the proposed cul-de-sac terminating Rose Street, where the cul-de-sac does not abut this site, construct street, curb, gutter and 5-foot wide sidewalks within the right-of-way up to the point where the new improvements meet the existing curb and gutter improvements along the south and east sides of the cul-de-sac.

11. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

12. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.

13. Landscape and maintain all unimproved rights-of-way on Rose Street and Tonopah Drive adjacent to this site.

14. Submit an Encroachment Agreement for all landscaping and private improvements located in the public right-of-way adjacent to this site prior to issuance of any permits for this site.

RQR-32084
12/18/08 PC

15. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way.

16. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Kristene Honzik
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. John Darin
Leo A. Daly Architects
3960 Howard Hughes Parkway, Suite #600
Las Vegas, Nevada 89109

RQR-32084
12/18/08 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *RQR-32084 - APPLICANT: NICHOLAS J. NOWICKI, LTD. - OWNER: VALLEY HEALTH SYSTEM, LLC*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 18, 2008*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***December 17, 2008***.

Signature 12/17/08 Date

NICHOLAS J. NOWICKI
Please Print Name

NICHOLAS J. NOWICKI, LTD.
Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 12-18-08 Item 6

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

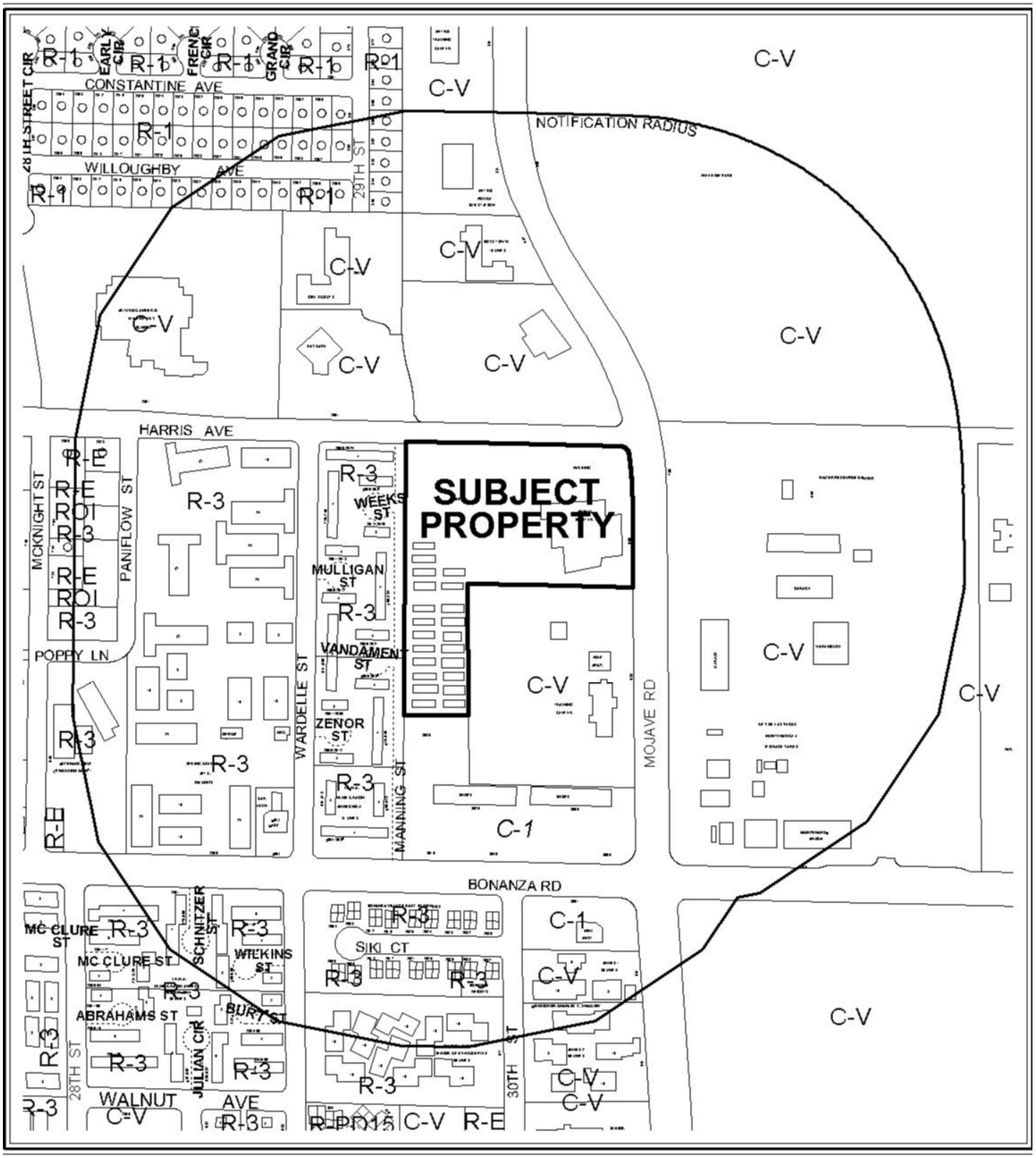
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-31744 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: LIED ANIMAL SHELTER - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR AN EXISTING 1,400 SQUARE-FOOT VETERINARY SCHOOL, AN EXISTING 1,900 SQUARE-FOOT OFFICE, AN EXISTING 4,116 SQUARE-FOOT CAT FACILITY AND A PROPOSED 2,800 SQUARE-FOOT SPAY/NEUTER CLINIC on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 20



0 300 600 Feet

CASE: **SDR-31744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

0 300 600 Feet

CASE: **SDR-31744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-31744 - APPLICANT: LIED ANIMAL SHELTER - OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-3275) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 11/21/08, except as amended by conditions herein.

4. Building permits and final inspections shall be obtained for the proposed 2,800 square-foot modular building, the existing 4,118 square-foot tent structure, the existing 1,400 square-foot modular building and the existing 1,900 square-foot modular structure on site.

5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7. Building elevations and floor plans shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a building permit.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

16. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR-3275 and all other subsequent site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for an existing 1,400 square-foot veterinary school, an existing 1,900 square-foot Office, an existing 4,116 square-foot cat facility and a proposed 2,800 square-foot spay/neuter clinic on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue. The three existing structures consist of two 1,400 and 1,900 square-foot modular buildings and one 4,116 square-foot tent building, while the fourth proposed structure will consist of a 1,900 square-foot modular building. The applicant has requested this review to allow the structures to provide overflow facilities for the existing Animal Shelter on the subject property. As the subject property complies with the intent of the C-V (Civic) zoning district and the proposed and existing buildings will be providing a much-needed service to the community; staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/07/04	The City Council approved a Site Development Plan Review (SDR-3275) for a proposed Animal Shelter and Veterinary Complex on 9.5 acres adjacent to the southwest corner of Harris Avenue and Mojave Road. The Planning Commission and staff recommended approval of this request.
08/17/05	The City Council approved a Site Development Plan Review (SDR-6883) for Temporary Structures for an Animal Shelter on 8.39 acres adjacent to the southwest corner of Mojave Road and Harris Avenue. The Planning Commission and staff recommended approval of this request.
11/01/06	The City Council approved a One-Year Required Review (RQR-14476) of an approved Site Development Plan Review (SDR-6883) which allowed Temporary Structures for an Animal Shelter on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue. The Planning Commission and staff recommended denial of this request.
12/20/06	The City Council approved a Review of Condition (ROC-17677) for Condition Number 1 of an approved Site Development Plan Review (SDR-6883) to allow a temporary tent located on the corner of Harris Street and Manning Street to be allowed to remain for two additional years on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue. Staff recommended approval of this request.

05/16/07	The City Council struck a request for a Site Development Plan Review (SDR-20124) for an existing 1,900 square-foot Veterinary School, a 4,116 square-foot Animal Shelter, a 1,900 square-foot Office and a proposed Barn and Restroom Facility on 8.39 acres adjacent to the southwest corner of Harris Avenue and Mojave Road. The Planning Commission and staff recommended approval of this request.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #20/dc).
Related Building Permits/Business Licenses	
06/30/00	A building permit (#00012474) was issued for a new building at 655 North Mojave Road. The permit received final approval on 12/20/00.
06/30/00	A building permit (#00012475) was issued for onsite improvements at 655 North Mojave Road. The permit received final approval 01/12/01.
10/23/00	A building permit (#00019517) was issued for a trash enclosure and walls at 655 North Mojave Road. The permit received final approval 11/01/00.
01/16/01	A building permit (#01000727) was issued for a sign at 655 North Mojave Road. The permit received final approval on 02/27/01.
08/20/04	A building permit (#04019189) was issued for a utility closet at 3000 Harris Avenue. The permit received final approval 06/21/05.
08/20/04	A building permit (#04019175) was issued for onsite/hardscape improvements at 3000 Harris Avenue. The permit has not yet received final approval.
08/20/04	Building permits were issued for a new kennel building 1 (#04019178) and kennel building 2 (#04019179) at 3000 Harris Avenue. The permits received final approval on 09/23/05 and 09/16/05.
08/20/04	Building permits were issued for kennel building 3 (#04019180), kennel building 4 (#04019181), kennel building 5 (#04019182), kennel building 6 (#04019183), kennel building 7 (#04019184), kennel building 8 (#04019185), kennel building 9 (#04019186), kennel building 10 (#04019187) and kennel building 11 (#04019188) at 3000 Harris Avenue. The permits received final approval on 09/09/05.
03/17/05	Building permits were issued for onsite/hardscape improvements (#05001671) and for a building addition (#05001670) for an Animal Shelter at 655 North Mojave Road. The permits received final approval on 03/21/06.
03/17/05	A building permit (#05001669) was issued for a barn animal shelter at 3000 Harris Avenue. The permit was expired and placed on hold on 09/17/05.
04/13/05	A building permit (#05002193) was issued for onsite improvements for a wetlands project at 3000 Harris Avenue. The permit has not yet received final approval.
05/26/05	A building permit was issued for a wall/fence at 655 North Mojave Road. The permit has not yet received final approval.
12/13/05	A building permit (#05008740) was issued for a temporary classroom trailer building at 655 North Mojave Road. The permit has not yet received final approval.

Pre-Application Meeting	
10/27/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review were discussed.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
11/06/08	A field check was performed by staff at the subject property. At the time of the site visit the three temporary structures that are the subject of this Site Development Plan Review were observed on site at the southeast corner of Harris Avenue and Manning Street.

Details of Application Request	
Site Area	
Gross Acres	8.39

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Animal Shelter	PF (Public Facilities)	C-V (Civic)
North	Fire Station	PF (Public Facilities)	C-V (Civic)
South	Fire Training Facility	PF (Public Facilities)	C-V (Civic)
	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	City of Las Vegas Maintenance and Storage Yard	PF (Public Facilities)	C-V (Civic)
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.020, the development standards for a project in a C-V (Civic) District shall be established by the C-V (Civic) District approval and any corresponding Site Development Plan Review approval under Subchapter 19.18.050. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area. The proposed landscaping, parking, setbacks, and maximum building heights for this project are acceptable. Any future development will require review for determination of appropriate development standards.

The following Development Standards are proposed for this C-V (Civic) District:

Building Standard	***Provided***
Min. Lot Width	186 Feet
Min. Setbacks • Front • Side • Rear	 10 Feet 14 Feet 10 Feet
Max. Building Height	20 Feet
Trash Enclosure	Screened, Enclosed
Mech. Equipment	Screened

Landscape Standard	***Provided***
Parking Area	14 Trees
Buffer: Trees (East) Trees (North) Trees (West) Trees (South)	 8 Trees 15 Trees 31 Trees Zero Trees
TOTAL	68 Trees
Min. Zone Width	8 Feet
Wall Height	Existing 6-foot chain link fence

Pursuant to Title 19.10, the following parking standards are recommended:

Parking Requirement							
	Gross Floor Area or Number of Units	***Recommended***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Animal Shelter	75 Employees on Duty and 2 Exam Rooms	1 Space for every 2 on-duty employees plus 1 space per exam room	38	2	192	9	
TOTAL			40		201		Y

ANALYSIS

The applicant is requesting a Site Development Plan Review for an existing 1,400 square-foot veterinary school, an existing 1,900 square-foot Office, an existing 4,116 square-foot cat facility and a proposed 2,800 square-foot spay/neuter clinic at the southwest corner of Mojave Road and Harris Avenue. Of the three existing structures, two are 1,400 and 1,900 square-foot modular buildings and one is a 4,116 square-foot tent structure. The fourth structure is proposed as a 2,800 square-foot modular building. Each building will provide additional services for the existing Animal Shelter on the subject property.

On 08/17/05, the City Council approved a request for a Site Development Plan Review (SDR-6883) to add proposed temporary structures to an existing animal shelter. This Site Development Plan Review has since expired, and the applicant is requesting these structures to remain, with the addition of a proposed 2,800 square-foot modular building. The placement of the existing and proposed buildings on the subject property are the only elements of this review; no additional site work, landscape, or parking is proposed. As the subject property complies with the intent of the C-V (Civic) zoning district and the proposed and existing buildings will be providing a much-needed service to the community; staff recommends approval of this request.

- **Zoning**

  The C-V (Civic) District is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, the C-V (Civic) District may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) District is consistent with the Public Facilities category of the General Plan. The subject property carries a General Plan designation of PF (Public Facilities).

- **Site Plan**

  The site is located at the southwest corner of Harris Avenue and Mojave Road. Access to the site is gained from two existing driveways fronting Harris Avenue, with a secondary gated entrance on Mojave Road. The site contains an existing Animal Shelter and associated outbuildings on an 8.39 acre parcel. The three existing and one proposed structure will be located at the northeast corner of the site, adjacent to an existing parking area. The three existing buildings are located adjacent to Harris Avenue, while the fourth proposed building will be adjacent to Manning Street on the east.

  Each building will be accessed from existing walkways and served by an existing adjacent parking lot, which includes three handicapped parking spaces and 18 standard parking spaces. Additional parking is provided at an existing parking lot to the east which services the existing Animal Shelter structure. The site is surrounded by an existing chain link fence and an existing eight-foot landscape buffer. Staff noted that building permits have not been properly filed, obtained or finaled for the two existing modular buildings and tent structure currently utilized on site. A condition has been added requiring the applicant to obtain building permits and receive final inspections on the proposed modular structure, the existing tent structure, and the existing two modular structures.

- **Landscape Plan**

  The landscape plan submitted depicts the existing trees and shrubs on site. No new landscape will be provided as part of this request. The existing landscape buffer contains mature mesquite trees along the north, east and west perimeters with some existing shrubbery along the north perimeter. Additionally, 14 existing mature mesquite and elm trees are located within the parking lot landscape islands.

- **Elevations**

  The applicant has provided photographs in lieu of elevations of the three existing buildings. The photographs indicate the 1,400 and 1,900 square-foot modular buildings are single-story in height, painted grey with blue trim. The existing tent structure is approximately 20 feet in height and white in color. No elevations have been provided for the fourth proposed building; however the applicant has indicated the modular structure will be similar in appearance to the two existing modular buildings on site. A condition has been added requiring elevations of the buildings to be provided to the Planning and Development Department. Additionally, elevations for the proposed building will be required at the time building permits are obtained for the structure.

- **Floor Plan**

  No floor plans have been provided for the three existing and one proposed structure on site. A condition has been added requiring the applicant to submit floor plans of the proposed and existing buildings prior to the time application is made for a building permit.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

   The existing animal shelter and existing and proposed modular structures are located within a C-V (Civic) zoning district adjacent to other city services to the north and east of the subject property, which are compatible with this development. There is an existing multi-family housing development to the west of the site, which is buffered by existing mature landscape. The development is compatible with the adjacent properties as it will have minimal impact on the surrounding area.

2. **"The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;"**

   This proposed Site Development Plan Review is consistent with the General Plan mandate for public uses in this area. The development is consistent with Title 19 as it allows development standards that meet the intent of the Zoning Code and General Plan.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

   The site is served by Harris Avenue, a 60-foot Local Street, as designated by the Master Plan of Streets and Highways, and will have secondary access from Mojave Road, a 100-foot wide Primary Arterial, as designated by the Master Plan of Streets and Highways, which will provide adequate access to the site.

4. **"Building and landscape materials are appropriate for the area and for the City;"**

The building materials used are typical of modular buildings, with painted wood siding and vinyl for the tent structure, while the applicant intends on utilizing the existing mature landscape buffer without any additions. As three out of the four buildings under consideration in this Site Development Plan Review have been in existence on site for several years without a negative impact on the surrounding neighborhood, staff can support the materials proposed.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

The photographs supplied by the applicant of the three existing buildings are not unsightly or obnoxious in appearance. While they do not offer the appearance of a permanent building, the existing and proposed structures are screened by the existing mature landscape buffer and are compatible with the surrounding area.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The development will be subject to Building Code requirements, and therefore the development will not compromise the public health, safety or welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 28

SENATE DISTRICT 2

NOTICES MAILED 101 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-31744** APN: 139-25-405-008

Name of Property Owner: The City of Las Vegas

Name of Applicant: Lied Animal Shelter

Name of Representative: Jennifer Lazovich

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin YoAkum

Subscribed and sworn before me Christina Strong

This 28th day of October, 2008

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

RECEIVED
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RECEIVED

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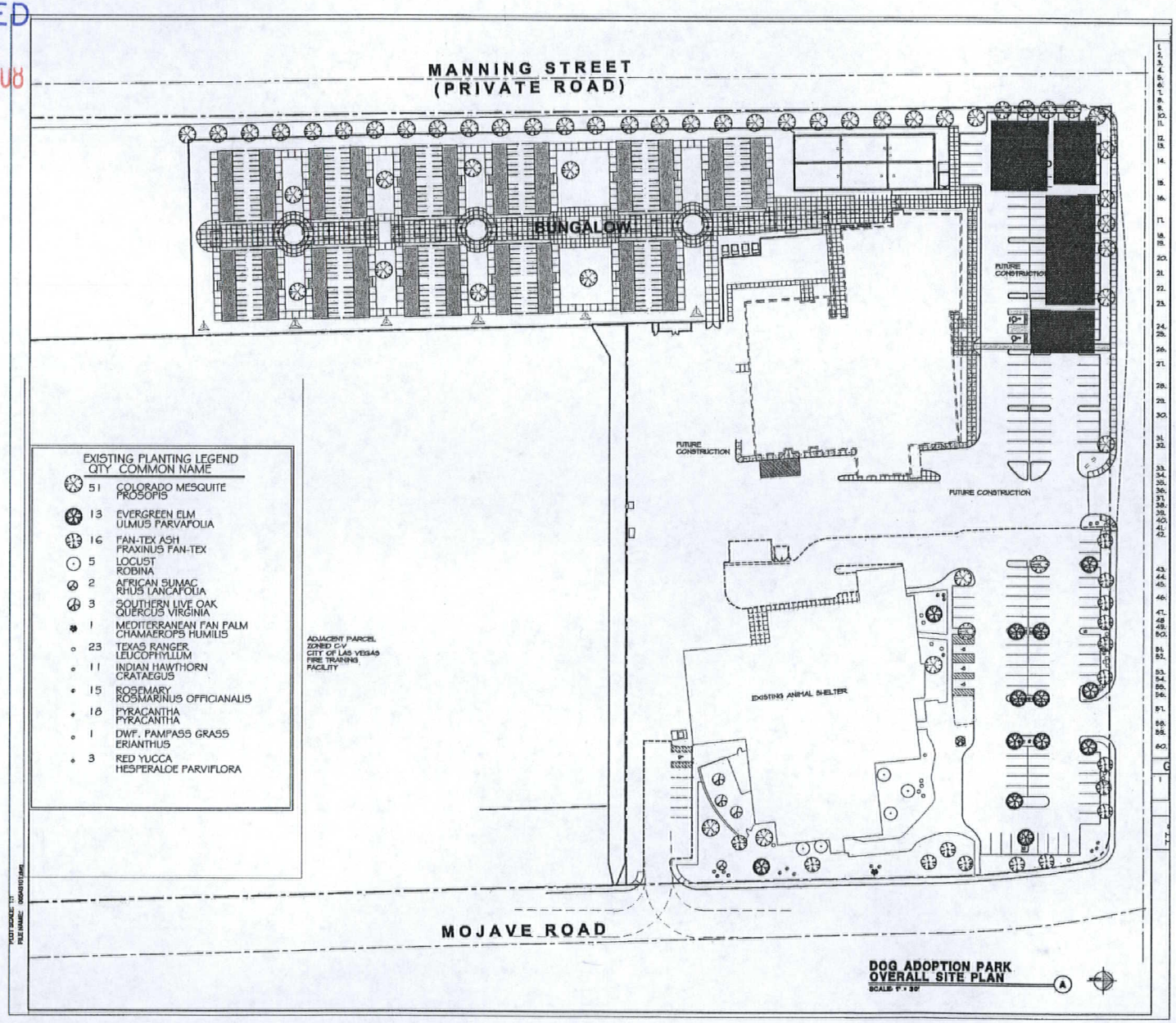


DOG ADOPTION PARK
OVERALL SITE PLAN
SCALE: 1" = 30'

PAR-3

LANDSCAPE SITE PLAN

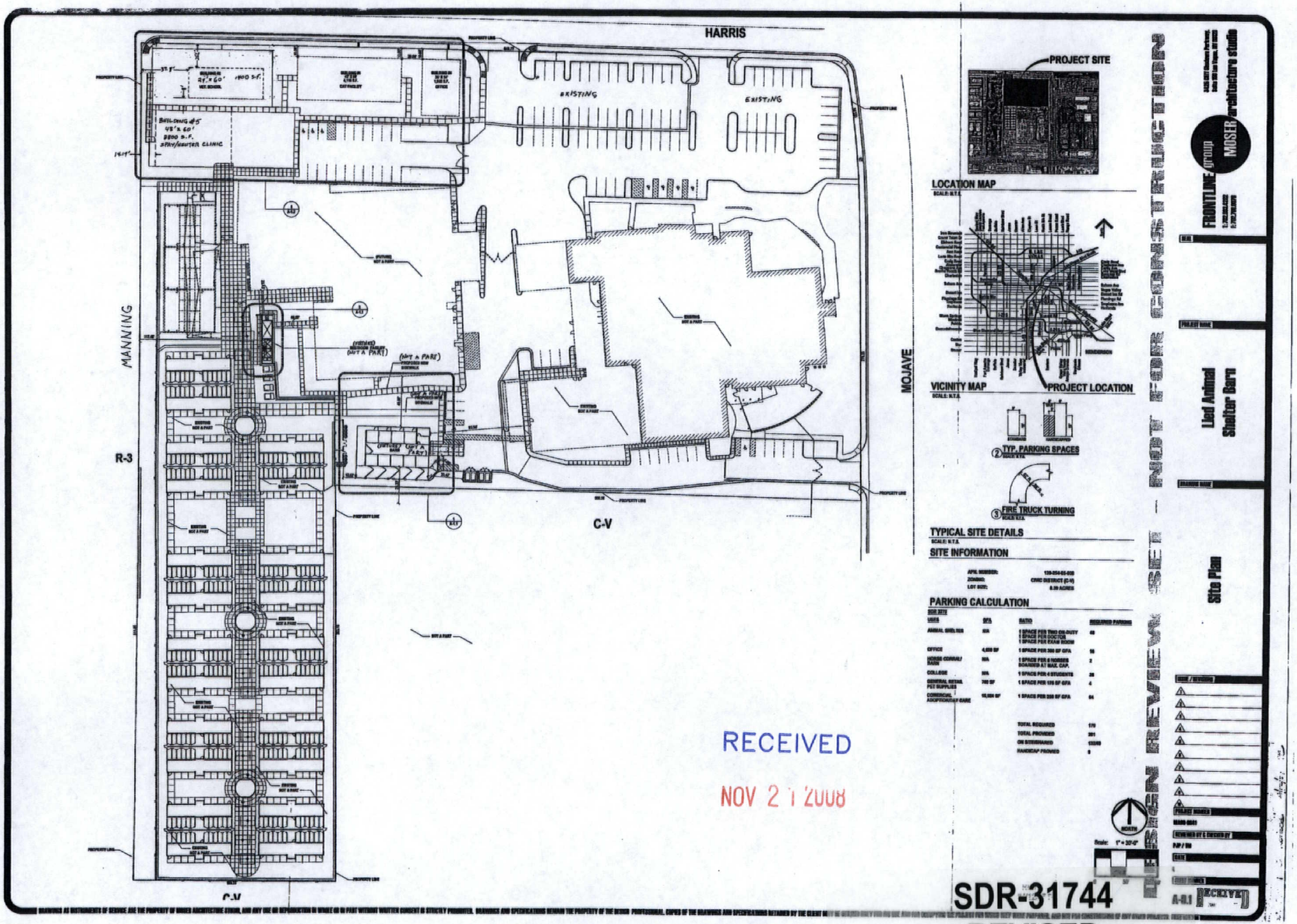
LIED ANIMAL SHELTER
655 N. MOJAVE RD
LAS VEGAS, NV 89101

DESCRIPTION

BY
DATE
REVISIONS

DRAWN BY: MJO
CHECKED BY:
DR. NUMBER:
DATE: 11/19/08
SCALE: 1" = 40'-0"
LANDSCAPE
SHEET NUMBER
L1.0

SDR-31744
REVISED
12/18/08 PC


HARRIS
MANNING
MOJAVE
R-3
C-V
EXISTING
EXISTING
BUILDING #5
48'x 60'
2800 S.F.
SPAY/NEUTER CLINIC
1900 S.F.
(NOT A PART)
PROJECT SITE
LOCATION MAP
VICINITY MAP
PROJECT LOCATION
TYP. PARKING SPACES
FIRE TRUCK TURNING
TYPICAL SITE DETAILS
SITE INFORMATION
PARKING CALCULATION
RECEIVED
NOV 21 2008
FRONTLINE GROUP
MOSER architecture studio
Lied Animal Shelter Barn
Site Plan
A-0.1
SDR-31744
REVISED
12/18/08 PC

SDR-31744 - APPLICANT: LIED ANIMAL SHELTER - OWNER: CITY OF LAS VEGAS
SOUTHWEST CORNER OF MOJAVE ROAD AND HARRIS AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31744 - APPLICANT: LIED ANIMAL SHELTER - OWNER: CITY OF LAS VEGAS
SOUTHWEST CORNER OF MOJAVE ROAD AND HARRIS AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

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DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31744
12/18/08 PC

EXISTING BUILDING #1

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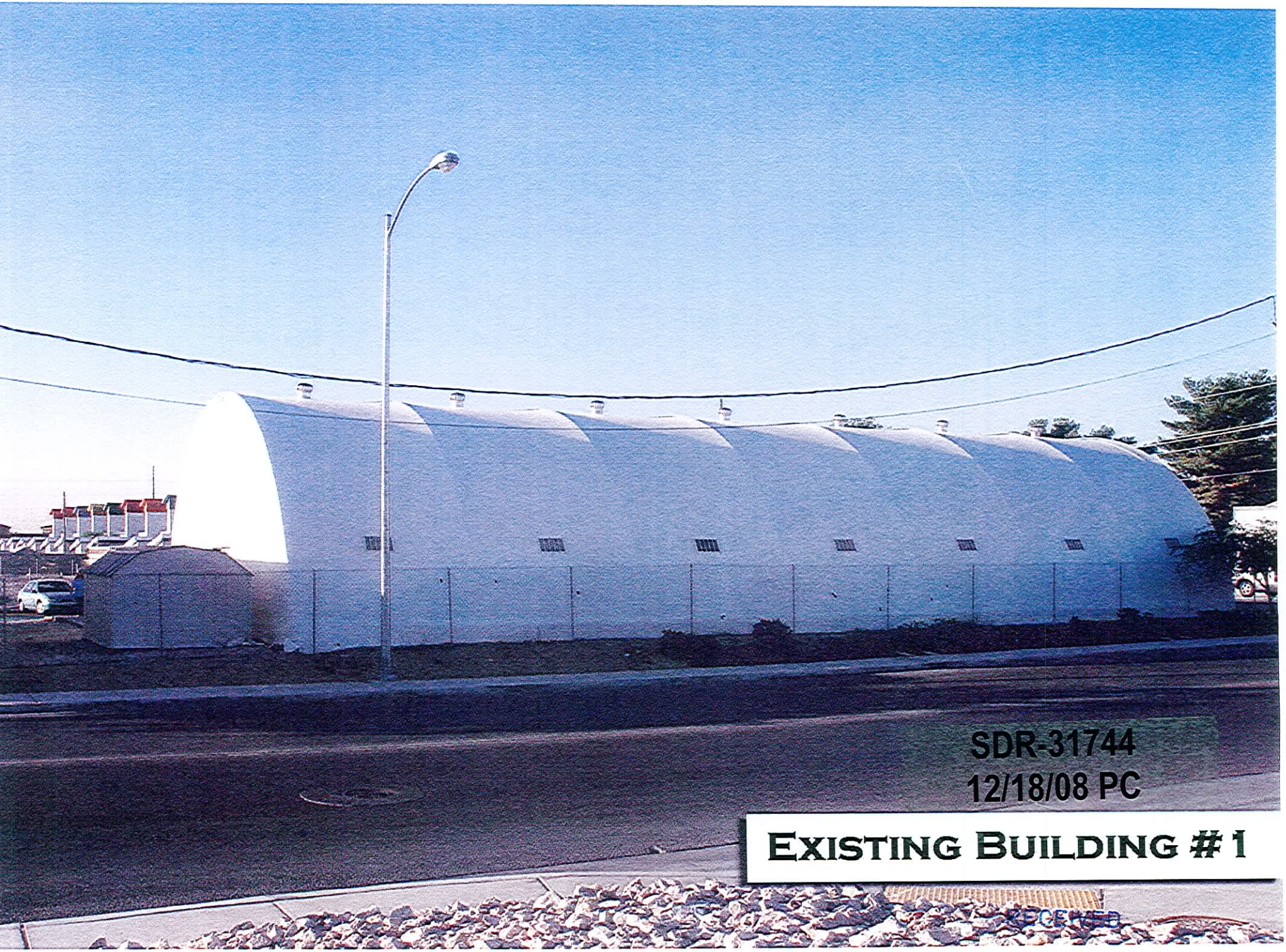

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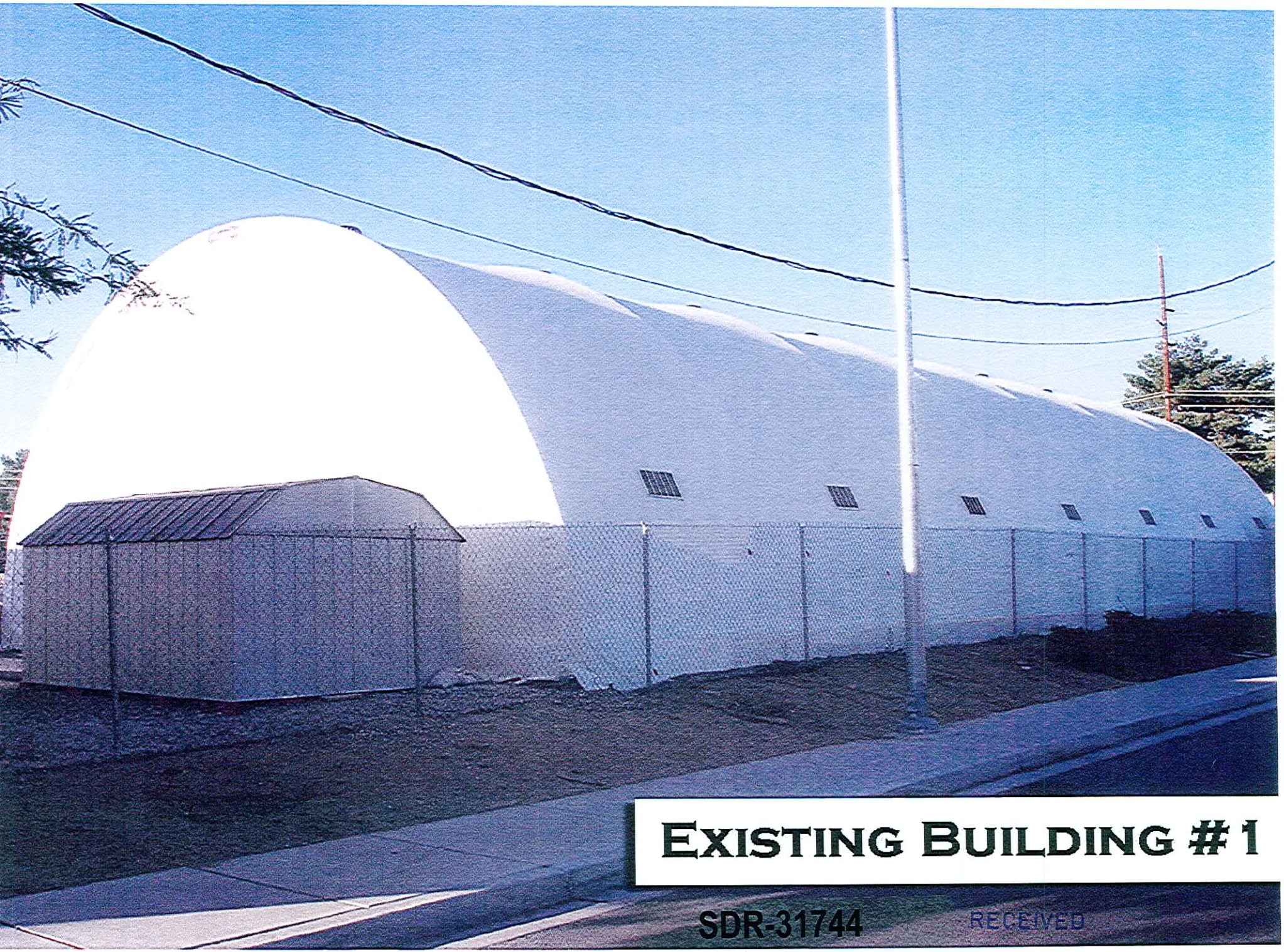

EXISTING BUILDING #1

SDR-31744

12/18/08 PC

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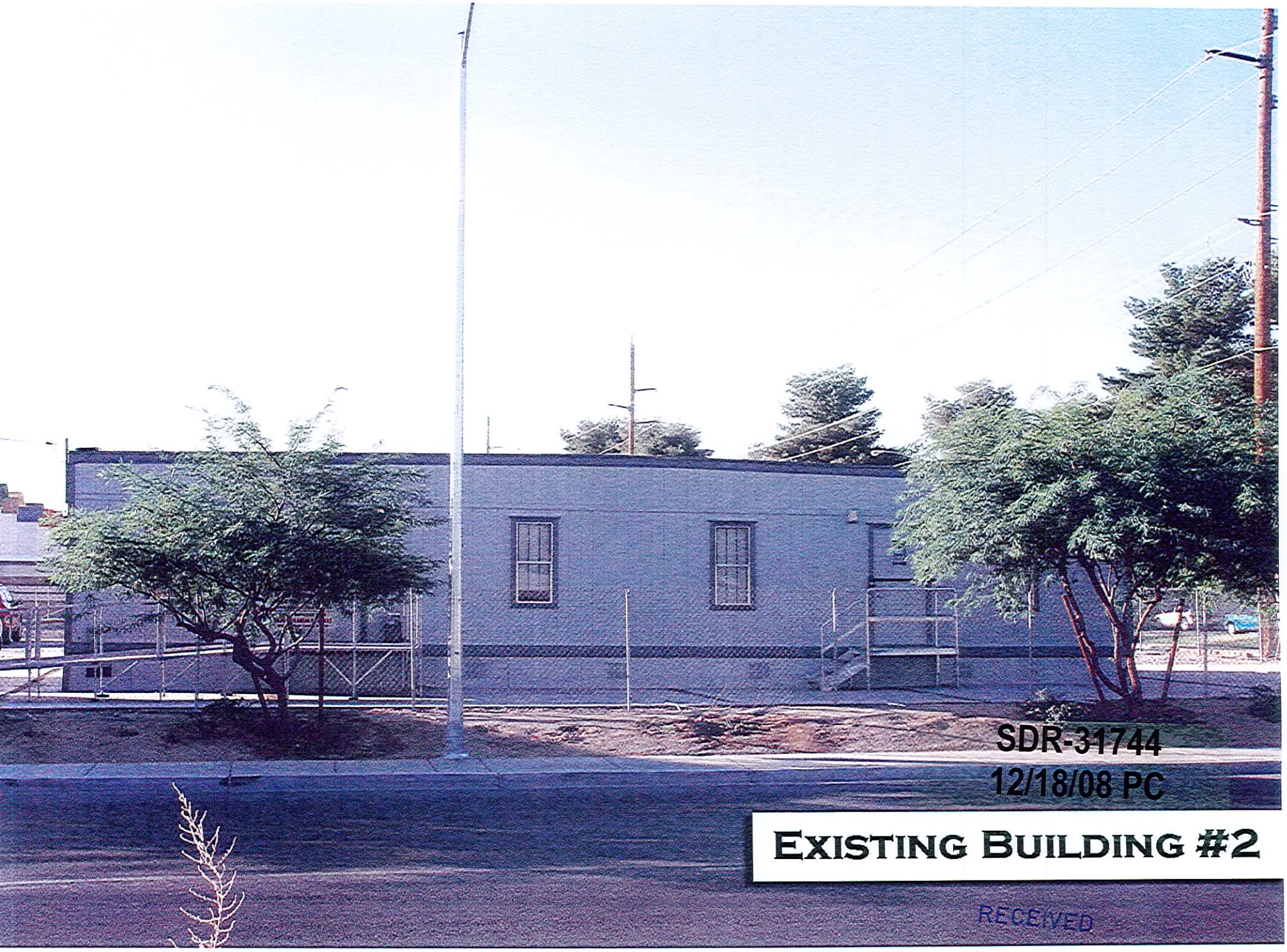

SDR-31744
12/18/08 PC

EXISTING BUILDING #2

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EXISTING BUILDING #4

RECEIVED
NOV 04 2008

SDR-31744
12/18/08 PC

EXISTING BUILDING #4

SDR-31744
12/18/08 PC

RECEIVED
NOV 04 2008

KUMMER KAEMPFER

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

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Fax: 775.852.3982

CARSON CITY OFFICE
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Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 4, 2008

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
731 So. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter – Lied Animal Shelter
Site Development Review
APN: 139-25-405-008

To Whom It May Concern:

Please be advised this office represents The Animal Foundation, dba Lied Animal Shelter (the "Applicant"), in the above referenced matter. The Applicant is requesting a site development review for property generally located on the southwest corner of Mojave and Harris, more particularly known as assessor's parcel number 139-25-405-008 (the "Site").

The Site is approximately 8.39 acres. The Site is zoned C-V. The Applicant has been operating as a non-profit organization assisting and nurturing abandoned animals and coordinating adoptions for these animals at the Site. The Site currently has three (3) modulars. Unfortunately, the approvals for the modulars expired. The Applicant is seeking a new site development review for the three (3) existing modulars. The three modulars consist of an office, cat facility, and veterinarian school. In addition to the three (3) existing modulars, the Applicant is requesting approval for a fourth modular. The fourth modular will be for a low cost spay-neuter clinic that will be open to the public. The additional modular will allow the Applicant to meet the minimum needs of the community while it continues its efforts to construct a permanent facility.

We thank you in advance for your time and consideration of this matter. If you have any additional questions or concerns, please feel free to contact us.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Anthony J. Celeste

RECEIVED
NOV – 4 2008

AJC/dmf

SDR-31744
12/18/08 PC

LAW FIRMS WORLDWIDE MERITAS

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

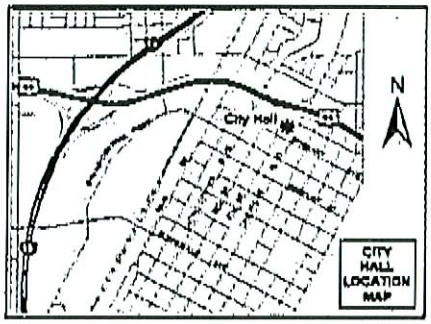
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31744

Planning Commission Meeting of 12/18/2008

Case: SDR-31744
13936112059
SOUKUP DONALD & DIANE TRUST
3690 S EASTERN AVE #216
LAS VEGAS NV 89169-3377

20A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

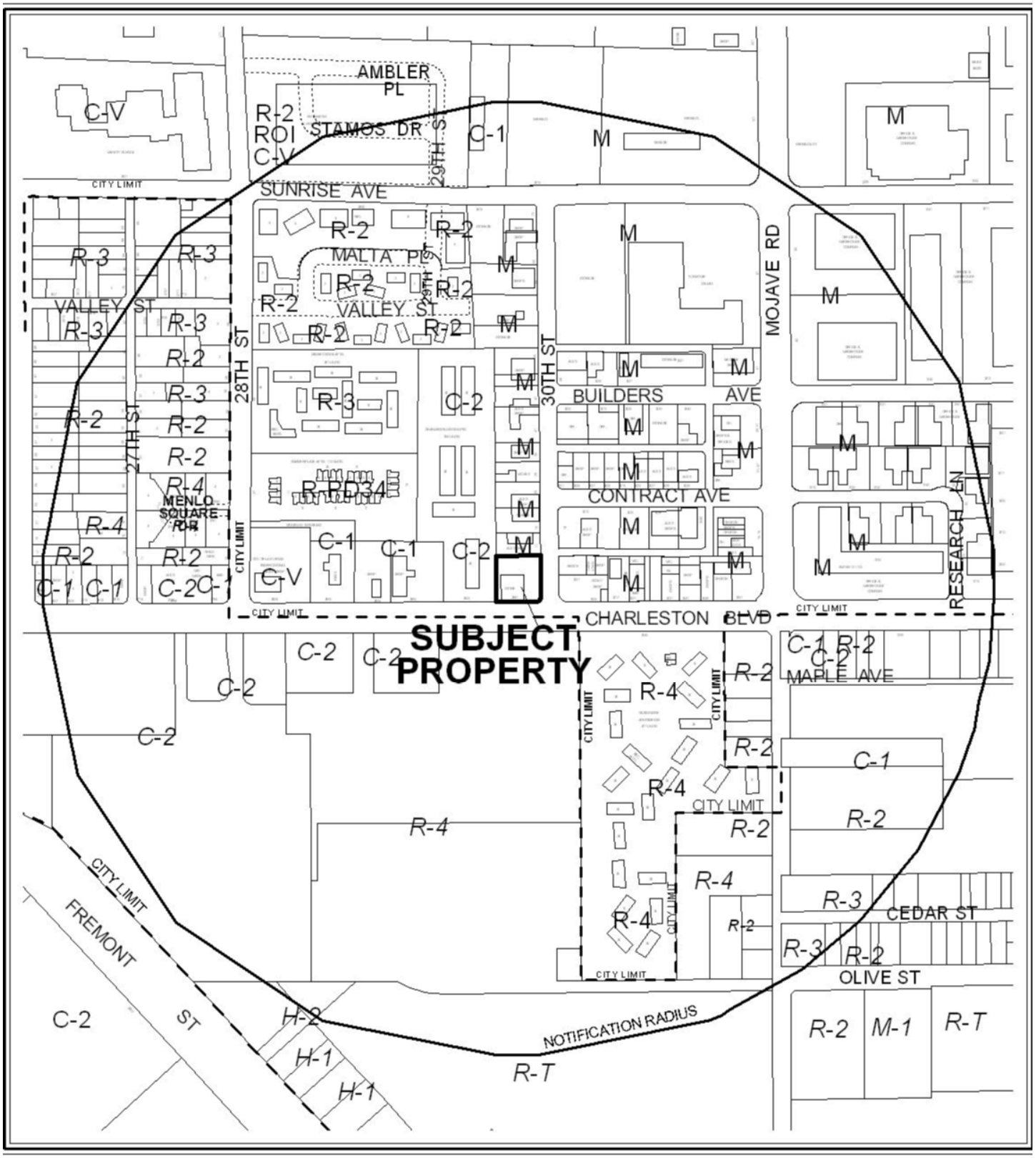
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-28810 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF SALE ESTABLISHMENT WITHIN AN EXISTING GENERAL RETAIL ESTABLISHMENT (CONVENIENCE STORE) at 2981 East Charleston Boulevard (APN 139-36-415-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (4-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal letter filed by Imran Khuwaja
7. Protest/Support Postcards submitted for the 11-05-2008 City Council Meeting
8. Backup Referenced from the 08-14-2008 Planning Commission Meeting Item 49



0 700 Feet

CASE: **SUP-28810**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

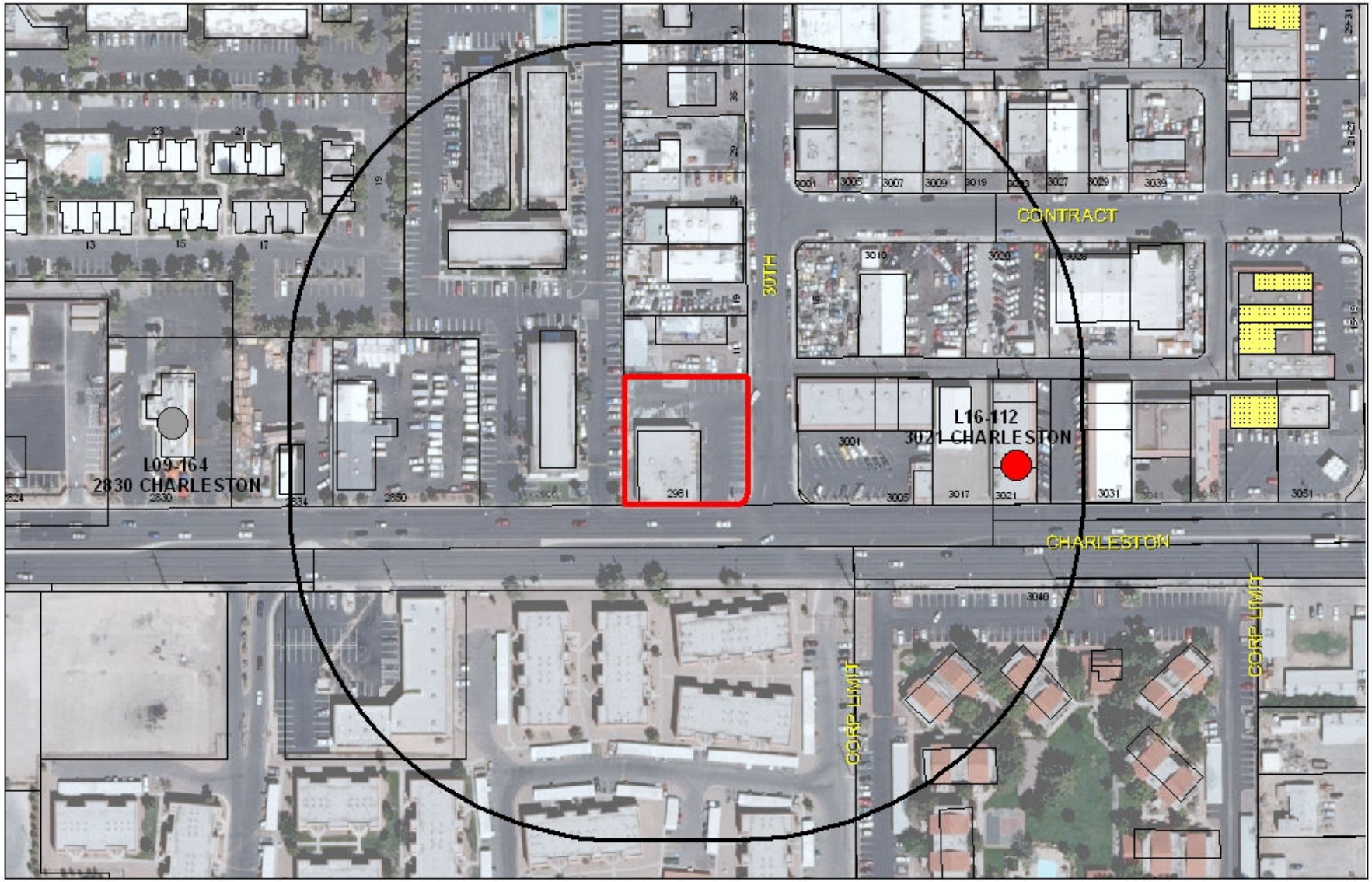
N

0 700 Feet

CASE: **SUP-28810**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



SUP-28810

Business Licenses

- Child Care/ Children Facility
- Supper Club/ Restaurant Service Bar
- Tavern
- Liquor on/off Sales

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-28810 - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 5, 2008 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (4-0 vote) recommends DENIAL. Staff recommends APPROVAL subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale Establishment use, including parking requirements.

2. Conformance to the conditions for Rezoning (Z-0066-64), if approved.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of individual containers of any size of beer or wine coolers is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment within an existing General Retail Store at 2981 East Charleston Boulevard. The proposed alcohol use will operate in conjunction within an existing 3,592 square-foot General Retail Store. The proposed use satisfies all of Title 19.04 minimum Special Use Permit Requirements; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/27/63	The Board of City Commissioners approved a request for Rezoning (Z-0156-62) from R-E (Residence Estates) and R-2 (Medium Low Density Residential) to C-1 (Limited Commercial).
07/21/65	The Board of City Commissioners approved a request for Rezoning (Z-0066-64) from C-1 (Limited Commercial) to M (Industrial). The Planning Commission and staff recommended approval.
04/04/07	The City Council denied a request for a Special Use Permit (SUP-19340) for an Accessory Package Liquor Off-Sale Establishment in conjunction with an existing retail business. The Planning Commission recommended approval on 03/08/07. Staff also recommended approval.
08/14/08	The Planning Commission voted 4-0 to recommend DENIAL (PC Agenda Item #49/ds).
Related Building Permits/Business Licenses	
10/06/98	A building permit (#98020070) was issued to demo a wall. The permit was finalized on 11/2/98.
10/03/06	A building permit (#6006232) was issued to replace a rollup door with a glass door.
01/11/08	Business licenses (C-15-00357, C05-02588) were issued to operate a General Retail Store, and to allow tobacco sales at 2981 E. Charleston Blvd.
01/18/08	A building permit (#106229) was issued for a wrought iron fence/wall. The permit has not been finalized.
01/31/08	A business license (P02-01064) was issued for a Parking Lot to allow for customer and vendors to park without interference to general traffic at 2981 E. Charleston Blvd.
05/21/08	A business license (I-07-91391) was issued to allow an ice cream truck to operate from 2981 E. Charleston Blvd.
06/12/08	A business license (I07-91371) was issued to allow an ice cream truck to operate from 2981 E. Charleston Blvd.
06/26/08 (filed)	A business license (I07-92614) was issued to allow an ice cream truck to operate from 2981 E. Charleston Blvd. The license request is still pending.

Pre-Application Meeting	
06/17/08	A pre-application meeting with the applicant was held to discuss Title 19 and submittal requirements for the Special Use Permit.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Field Check	
07/10/08	A field check of the site was conducted. Several banners were hung along the top perimeter of the building advertising assorted products, making it difficult to distinguish the name of the business. The trash dumpster was located to the side of the main entrance in front of a parking space. Additionally, numerous ice cream trucks were parked to the south of the building within a gated area. The city of Las Vegas Code Enforcement has discussed Title 19 violations (case #67882) with the property owner, who will work to resolve the discrepancies cited. Additionally, Business Licensing and Planning Department staff is working with the property owner to resolve discrepancies involving required parking and excess spaces available for lease for the ice cream trucks. A letter has been sent to the property owner to clarify Title 19 requirements.

Details of Application Request	
Site Area	
Gross Acres	0.51

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	General Retail Store	LI/R (Light Industry/Research)	M (Industrial)
North	Auto Repair Shop	LI/R (Light Industry/Research)	M (Industrial)
South	Apartments	R-4 (Multi-family Residential- High Density): Clark County	CT (Commercial Tourist): Clark County
East	Shopping Center	LI/R (Light Industry/Research)	M (Industrial)
West	Apartments	H (High Density Residential)	C-2 (General Commercial

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Trails		X	N/A

Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

INTERAGENCY ISSUES

Pursuant to Ordinance #5477, the proposed Special Use permit request has been deemed a "Project of Regional Significance," as it concerns property located within 500 feet of the city boundary with Clark County. A questionnaire describing the impacts of the project to the area was submitted to various regional agencies for review. As of 7/31/08, no comments have been received.

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirements							
		Required			**Provided**		**Compliance**
	Gross Floor Area		**Parking**		**Parking**		
Use		**Parking Ratio**	**Regular**	**Handicap**	**Regular**	**Handicap**	
Retail	5,056 SF*	1:175	27	2	37	2	Y
TOTAL			29		39		Y

* The square footage (5,056) is the total building size split between two (2) General Retail Stores (one business is the proposed site (convenience store); the other is retail sales of audio equipment). The parking requirements are shared by the two businesses.

ANALYSIS

The proposed Special Use Permit is a request to provide Beer/Wine/Cooler Off-Sale within a General Retail (convenience store) establishment at 2981 E. Charleston Blvd. This use will operate within a 3,592 square-foot portion of a commercial building. As there are no protected uses within the required 400-foot distance separation and this meets the intent of the M (Industrial) zoning district, staff is recommending approval of this request.

- **Zoning**

  This project is located within an M (Industrial) zoning district. The M district is intended to provide for heavy manufacturing industries in locations where they will be compatible with and not adversely, impact adjacent land uses. This district is intended to be located away from all residential development. The M (Industrial) District is consistent with the Light Industry/Research category of the General Plan.

- **Use**

  A Beer/Wine/Cooler Off-Sale Establishment is defined by Title 19 as an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine or coolers to consumers only and not for resale, in original sealed or corked containers, for the consumption off the premises where the same are sold, and is operated in connection with a grocery store, convenience store, or specialty merchandise store. Beer/Wine/Cooler Off-Sale cannot be located within 400-feet of any church, synagogue, school, childcare facility licensed for more than 12 children or City Park. The subject location does not have any of these protected uses within the required 400-foot distance separation.

- **Minimum Special Use Requirements**

  *1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.

  *2. Except as otherwise provided in Requirement 3 below, the distance referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

  a. Any leasehold parcel; or

  b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

  *3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

  a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for an establishment, which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reason in support of the decision.

5. The minimum distance requirement in Requirement 1 do not apply to:

a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

b. A proposed establishment having more than 50,000 square-feet of retail floor space.

*6. All businesses, which sell alcoholic beverages, shall conform to the provisions of LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise non-waivable under the provisions of Section 19.040.050(A)(4), may be waived:

a. In accordance with the provisions of Section 19.040.050(A)(4) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) zoning district and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square-feet and 50,000 square-feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

d. In connection with a retail establishment having less than 20,000 square-feet of retail floor space, if the area to be used for the sale, display, or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right-of-way with a width of at least 100 feet.

The proposed use is in conformance with the minimum Special Use Requirements for a Beer/Wine/Cooler Off-Sale Establishment.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The M (Industrial) zoning district is complimentary to the General Plan designation of LI/R (Light Industry/Research). The proposed Beer/Wine/Cooler Off-Sale Establishment within a General Retail Store (Convenience Store) is a compatible use with neighboring commercial and residential uses. This proposed Beer/Wine/Cooler Off-Sale Establishment is accessory to an existing General Retail Store; therefore, the proposed use will be compatible and harmonious with the existing land use and with future surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The site is physically suitable for this type of use and the intensity is appropriate in this area. Ample site access is provided and adequate parking is being provided for this use. As the Beer/Wine/Cooler Off-Sale Establishment is an accessory use to the existing General Retail Store, the impact will not exceed that of the primary use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The subject site is can be accessed by East Charleston Boulevard, a 100-foot Primary Arterial as depicted within the Master Plan for Streets and Highways, or by using 30th Street, a 60-foot wide local street. Both streets are sufficient to accommodate the amount of vehicular trips associated with the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed use will not result in detrimental effects to the human health and public safety as the project must comply with Chapter 6.50 of the Municipal Code, as well as Section 268.090 of the Nevada Revised Statues, which further governs the sale and distribution of alcoholic beverages.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use conforms to the Minimum Special Use Requirements for a Beer/Wine/Cooler Off-Sale Establishment use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 173 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-28810** APN: 139-36-415-014

Name of Property Owner: JOE BAHNAN

Name of Applicant: IMRAN KHAWAJA

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _X_ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

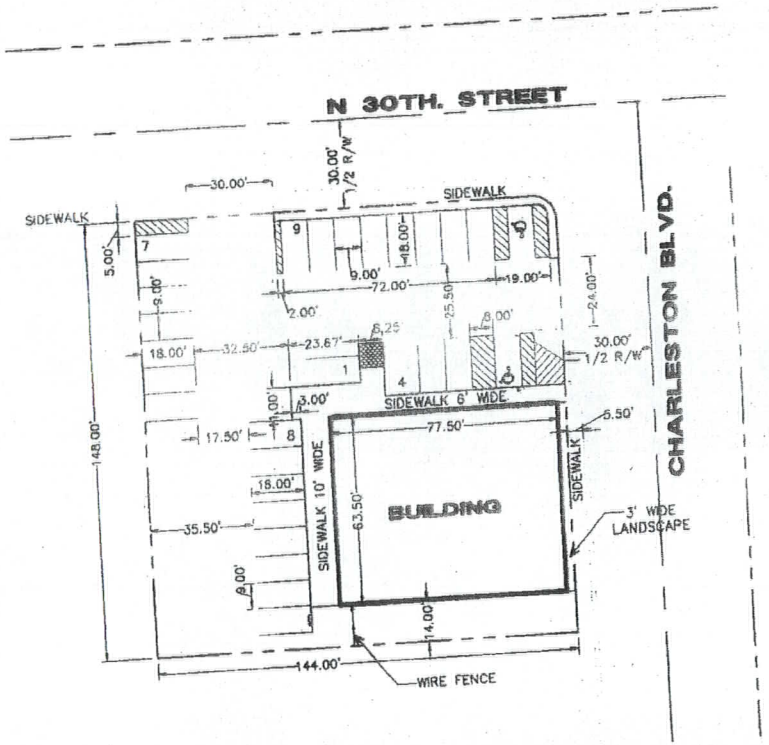
State of Nevada Print Name: Joe Bahnan
County of Clark

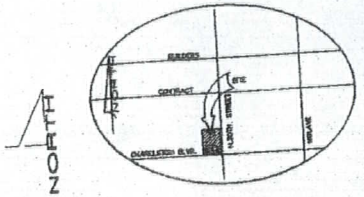
Subscribed and sworn before me

This 26th day of June, 2008

_____
Notary Public in and for said County and State

BELINDA HARRIS
Notary Public State of Nevada
No. 98-4592-1
My appt. exp. Sept. 2, 2010





VICINITY MAP:

EXIT ANALYSIS

BLDG	3,592
LOT	21,232
PARKING LOTS	21,232
STD	27
HC	2

SCOPE OF WORK

THIS WAS AN EXISTING RETAIL BAKERY OUTLET SELLING PACKAGE-ONLY PRODUCTS. THE NEW USE IS A CONVENIENCE GROCERY STORE SELLING PACKAGE-ONLY GOODS. NO COOKING, NO NEW WALLS, PLUMBING, ELECTRICAL, LIGHTING AND OR H.V.A.C.

RECEIVED

JUN 2 7 2008

GRAPHIC SCALE

(IN FEET)
1 INCH = 20 ft.

REVISIONS:

OWNE: JOE BAHNAN
ADDRESS: 503 MOUNTAIN VILLA
LAS VEGAS NV 89110-4011
PHONE: 702-369-2111

APN: 139-36-415-014

TITLE: SITE PLAN

PROJECT: PUEBLO MARKET

2981 E. CHARLESTON BLVD #105, LV NV 89104

DATE: 01/17/2007

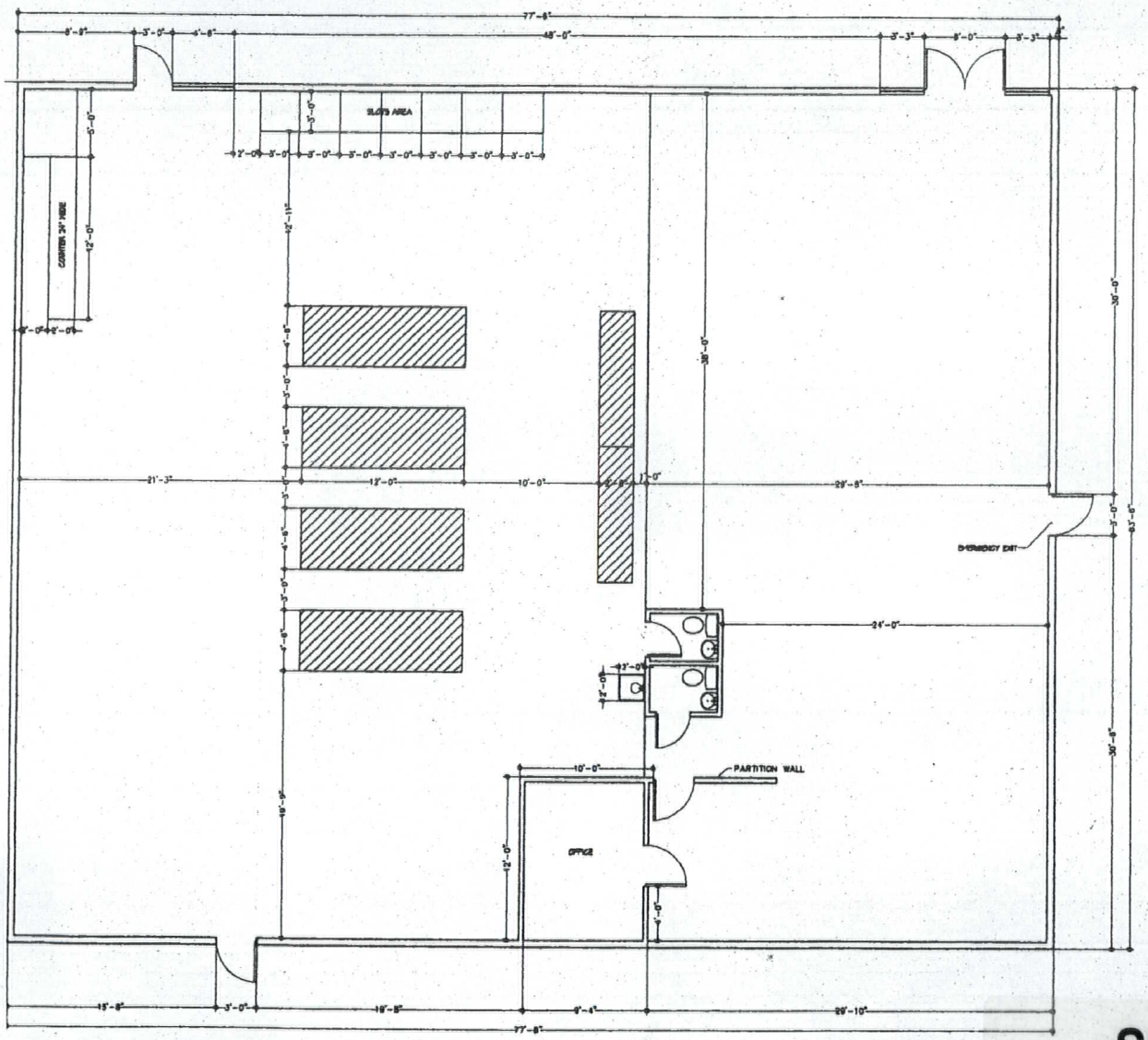
JOB : ----
DWG. BY: BS
CHK. BY: RAM

A1

SHEET 1 OF 2

Call before you Dig.
1-800-227-2600

SUP-28810
08/14/08 PC



FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

FINISH SCHEDULE

	REST ROOM	OFFICE	WAREHOUSE	STORAGE
FLOORS CERAMIC TILE 3/8" CERAMIC COVING	X			
FLOORS CONC. SEALER W/3/8" GLAZ 'N SEAL				X
FLOORS VINYL TILE W/VINYL COVING		X	X	
COVING B&W S381BT 3/8" RADIUS				X
CEILING 2x4 ACOUESTIC PANELS WASHABLE		X	X	X
CEILING DRYWALL/ SMOOTH W/ LIGHT COLORED SEM GLOSS PAINT	X			
WALLS DRYWALL/ SMOOTH W/ LIGHT COLORED SEM GLOSS PAINT	X	X	X	X

REVISIONS:

GENERAL NOTES:

1. EXIT DOORS ARE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT
2. EVERY REQUIRED EXIT DOOR MUST BE OF A SIZE TO PERMIT THE INSTALLATION OF A 3'-0"-0" DOOR. A MINIMUM CLEAR WIDTH OF 32" MUST BE PROVIDED
3. A MINIMUM LANDING IN THE DIRECTION OF TRAVEL IS NOT LESS THAN 44"
4. THE FLOOR OR LANDING ON EACH SIDE OF THE DOOR IS NOT MORE THAN 1/2(1 INCH) LOWER THAN THE THRESHOLD OF THE DOORWAY
5. NO FIRE RESISTANCE IS REQD. FOR OCCUPANT GROUPS OF B AND M.

HEALTH DEPARTMENT NOTES:

1. POT SINKS, SCULLERY SINK, DISHWASHING SINKS, DISHWASHING MACHINES, SILVERWARE WASHING MACHINES, AND OTHER SIMILAR FIXTURES SHALL BE CONNECTED DIRECTLY TO THE DRAINAGE SYSTEM. A FLOOR DRAIN SHALL BE PROVIDED ADJACENT TO THE FIXTURE, AND THE FIXTURE SHALL BE CONNECTED ON THE SEWER SIDE OF THE FLOOR DRAIN PIPE, PROVIDED THAT NO OTHER DRAINAGE LINE IS CONNECTED BETWEEN THE FLOOR DRAIN WASTE CONNECTION AND THE FIXTURE DRAIN. THE FIXTURE AND FLOOR DRAIN SHALL BE TRAPPED AND VENTED AS REQUIRED BY THIS CODE
2. HOSE BIB VACUUM BREAKER; THIS IS A SIMPLE SCREW ON TYPE THAT MAY BE ATTACHED TO AN EXISTING FAUCET.
3. THERE ARE TWO LOCKERS, EACH 3-TIER HIGH.
4. THE WATER HEATER PROVIDES WATER AT 120 DEGREE OR ABOVE
5. ALL SHELVING IS METAL , NSF-APPROVED

EQUIPMENT SCHEDULE

#	DESCRIPTION VOLTS	VOLTS	AMPS	PLUMBING	OTHER	ULS	NSF
1.	MOP SINK			1/2 C.W. 1/2 H.W			
2.	4 TIER METAL SHELVES						
3.	5 TIER EMPLOYEE LOCKER						NSF
4.	3 DOOR GLASS REFRIG	115	14.5	SELF EVAPORATIVE		U.L.	
5.	2 DOOR GLASS REFRIG	115	12.0	SELF EVAPORATIVE		U.L.	NSF
6.	GONDOLA SHELVES FLOOR						NSF
7.	GONDOLA SHELVES WALL						
8.	CASH REGISTER STAND						
9.	P.O.S	115	5.5			U.L.	
10	ICE CREAM FREEZER	115	11.5	SELF EVAPORATIVE		U.L.	NSF
11.	GAMING MACHINES	115					
12.							
13.							
14.							
30.							

CODE ANALYSIS

STORES	1
EXISTS REQ.2 PRO.	2
CONSTRUCTION TYPE	V
SPRINKLERS	NO
CODE YEAR	2002
HEIGHT	18'
OCCUPANCY	SUP

RECEIVED
JUN 27 2008

SUP-28810
08/14/08 PC

OWNE: JOE BAHNAN
ADDRESS: 503 MOUNTAIN VILLA
LAS VEGAS NV 89110-4011
PHONE: 702-369-2111

TITLE: FLOOR PLAN
PROJECT: PUEBLO MARKET

2981 E. CHARLESTON BLVD #105, LV NV 89104

DATE: 01/17/2007
JOB : ----
DWG. BY: BB
CHK. BY: BAM
A2
SHEET 2 OF 2

SUP-28810 - SPECIAL USE PERMIT - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN
2981 EAST CHARLESTON BOULEVARD
AUGUST 14, 2008 PLANNING COMMISSION

07/10/08

SUP-28810 - SPECIAL USE PERMIT - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN
2981 EAST CHARLESTON BOULEVARD
AUGUST 14, 2008 PLANNING COMMISSION

07/10/08

SUP-28810 - SPECIAL USE PERMIT - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN
2981 EAST CHARLESTON BOULEVARD
AUGUST 14, 2008 PLANNING COMMISSION

07/10/08

SUP-28810 - SPECIAL USE PERMIT - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN
2981 EAST CHARLESTON BOULEVARD
AUGUST 14, 2008 PLANNING COMMISSION

07/10/08

SUP-28810 - SPECIAL USE PERMIT - APPLICANT: IMRAN KHUWAJA - OWNER: JOE BAHNAN
2981 EAST CHARLESTON BOULEVARD
AUGUST 14, 2008 PLANNING COMMISSION

07/10/08

5/20/08

To whom it may concern:

We, the owners of FRISK Inc., dba *Pueblo Market*, would like to request the Las Vegas Planning and Development Department for consideration of a special use permit. We have already applied for and been granted a business license from the business license department for the operations of our business, however, the special use permit we would like to also be considered for is the Beer/Wine/Cooler Off-Sale Establishment. Our customer base at this location request us to sell beer & wines, thus we are requesting permission. We have also verified with the city planning department that we are not close to any schools, religious gatherings, or parks. Thank you for your consideration.

Sincerely,

Salima Ladak

Imran Khuwaja

Pg 2

SUP-28810
08/14/08 PC

To: Office of Clerk
400 Stewart Ave
Las Vegas, NV, 89101

Applicant: Imran Khuwaja
FRISK Inc. Dba Pueblo Market
2981 E. Charleston Blvd
Las Vegas, NV, 89104

RECEIVED
CITY CLERK
2008 AUG 22 A 10: 20

8-16-2008

To Whom It May Concern:

I would request an appeal to the denial of recommendation by the planning commission of my application # SUP – 28810; item # 49 at the city planning commission meeting on Thursday, August 14th, 2008. Please make note of this appeal in the records. I have a city council hearing on September 17th, 2008

With Regards,

Imran Khuwaja
FRISK Inc.

RECEIVED
CITY CLERK

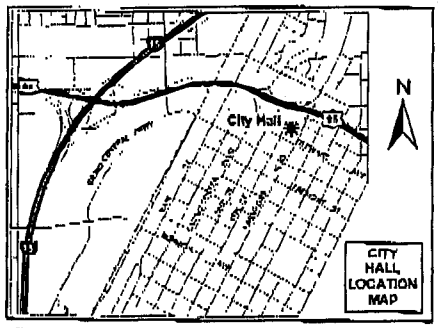
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2008 SEP -8 P 4:56

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 SEP 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-28810

City Council Meeting of 9/17/2008

DAMIANO JOHN D & JENNIE LOU
2714 E CHARLESTON BLVD
LAS VEGAS NV 89104-2305

GAVDS11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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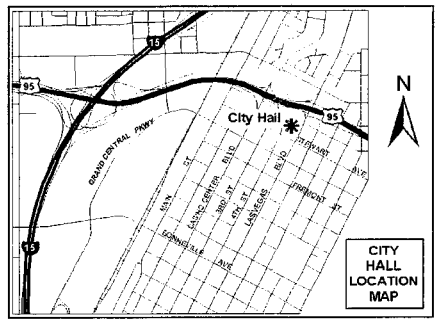
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-28810

City Council Meeting of 9/17/2008

RECEIVED
CITY CLERK
2008 SEP -8 A 11:05

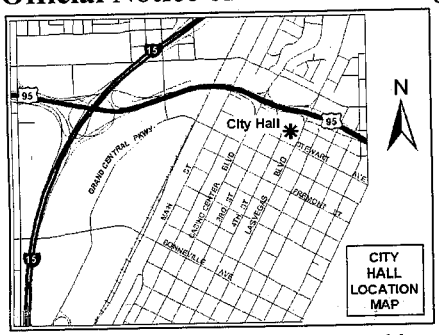
LABARBERA ANTHONY
3199 E CHARLESTON BLVD
LAS VEGAS NV 89104-2311

We don't need any more liquor sold in this area. All we do is pick-up beer cans and bottles around our business. Last year alone we have had 8 burglaries and 1 robbery.

GAVDS11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-28810

City Council Meeting of 9/17/2008

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MAILED FROM ZIP CODE 89101

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CITY CLERK
2008 SEP 10 A 10:43

YGNELZI E G S L L C
%E YGNELZI
4540 VICKI AVE
LAS VEGAS NV 89139-8156

GAVDS11 89139

9/10/08 95

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004239854 AUG 01 2008
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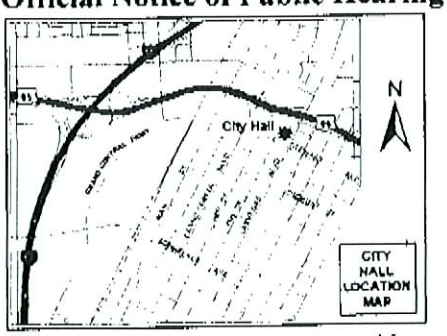
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-28810

Planning Commission Meeting of 8/14/2008

RECEIVED
AUG - 8 2008
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-28810

13936810009
WILLIAMS DONALD E & PATRICIA A
1595 RADWICK DR
LAS VEGAS NV 89110-2011

Submitted after final agenda
Date P Item 49

FAX0811 28810

08/05/2008 18:14 7026419063 QUALIFIED AUTO PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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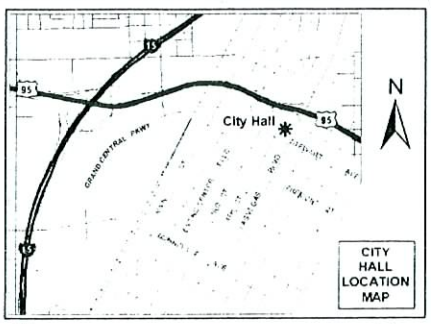
AUG 01 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-28810
Planning Commission Meeting of 8/14/2008

RECEIVED
AUG - 7 2008
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-28810
13936813003
YGNELZI E G S L L C
%E YGNELZI
4540 VICKI AVE
LAS VEGAS NV 89139-8156

FAVOS11 89139

Submitted after final agenda
Date 5 Item 49

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

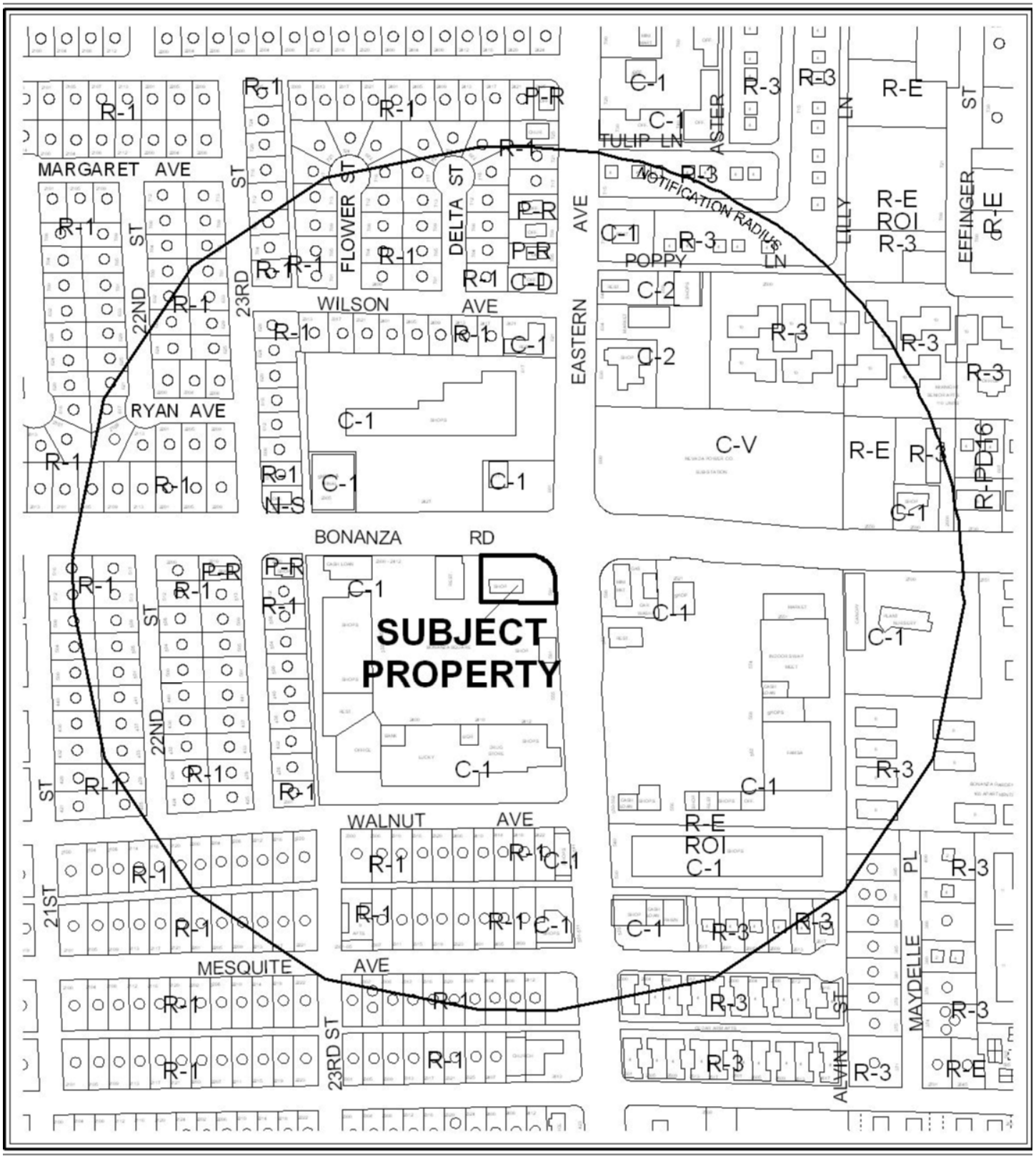
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-29529 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN - Request for a Special Use Permit FOR A PROPOSED 40-FOOT HIGH 10.5-FOOT BY 36-FOOT OFF-PREMISE SIGN (DIGITAL BILLBOARD) at 591 North Eastern Avenue (APN 139-35-501-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 10-09-2008 Planning Commission Meeting Item 37



0 500 Feet

CASE: **SUP-29529**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

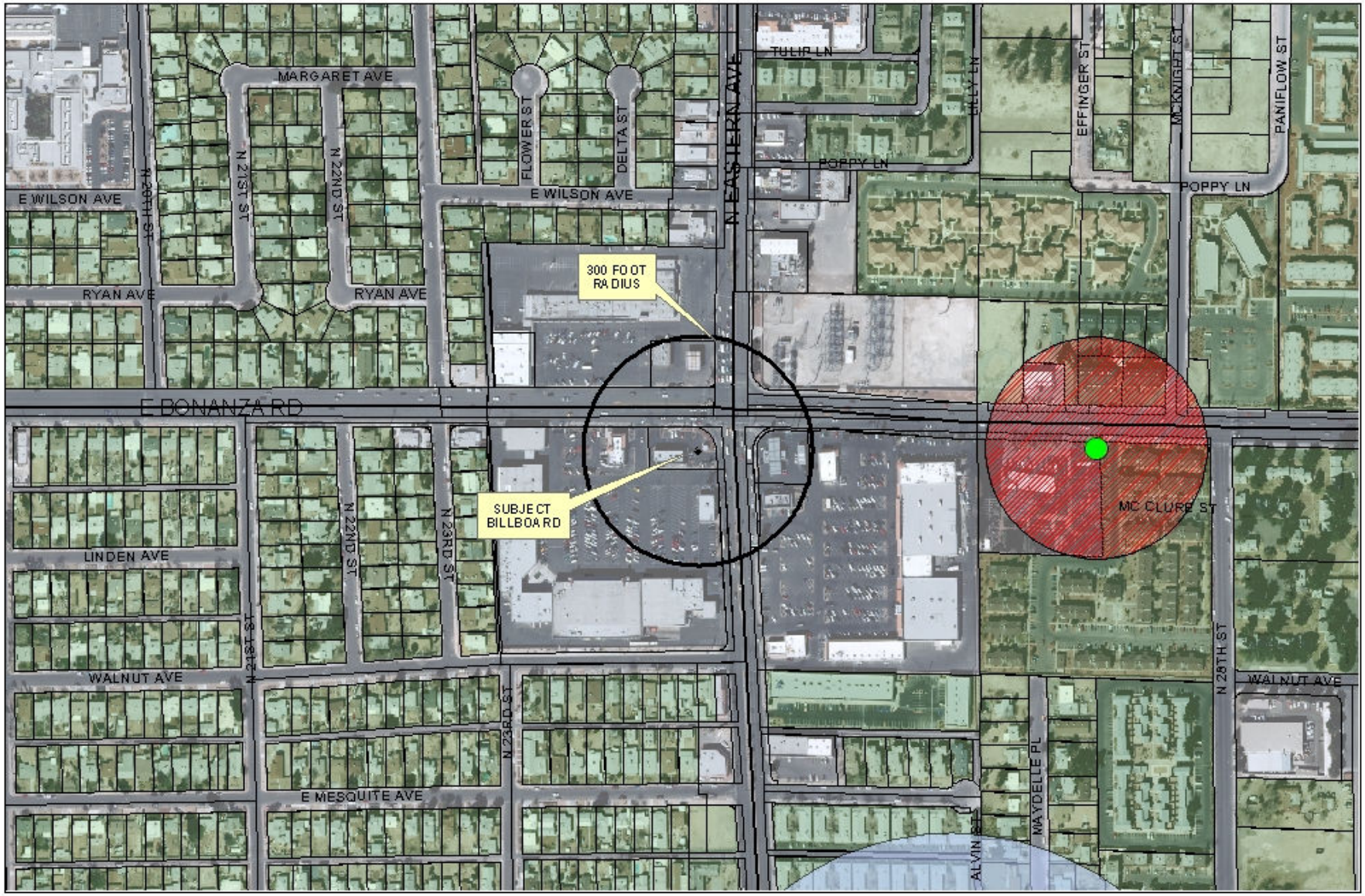
0 500 Feet

CASE: **SUP-29529**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-29529

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-29529 - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 7, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.14.100 for Off-Premise Signs.

2. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0105-62), Variance (VAR-12684) and Site Development Plan Review (SDR-12683) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. This Special Use Permit shall be reviewed in three years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

5. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

6. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

7. Only one advertising sign is permitted per sign face.

8. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

9. Bird deterrent devices shall be installed on the sign.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

11. The proposed sign shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted base shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a proposed 40-foot high, 10.5-foot by 36-foot Off-Premise Sign (Digital Billboard) on 0.48 acres located at an existing commercial development at 591 North Eastern Avenue.

The subject property is located within the boundaries of the Las Vegas Redevelopment District. The Off-Premise Sign is not harmonious with the surrounding development, and is not compatible with the second goal of the Redevelopment Plan, which is to "achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan." For these reasons, staff recommends denial of the Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/05	The Board of City Commissioners approved a Rezoning and Site Development Plan Review (Z-0105-62) of this property from R-2 (Two Family Residence) to C-1 (Limited Commercial) for a proposed service station at 591 N. Eastern Avenue.
12/07/05	The City Council approved a Site Development Plan Review (SDR-9372) for a proposed 2,800 square-foot commercial building with drive-through and waiver of the building placement standard at 591 N. Eastern Avenue. The Planning Commission and staff recommended approval.
12/07/05	The City Council approved a Variance (VAR-9581) to allow 20 parking spaces where 23 is the minimum required for a proposed 2,800 square-foot commercial building with drive-through at 591 N. Eastern Avenue. The Planning Commission and staff recommended approval.
06/07/06	The City Council approved a Site Development Plan Review (SDR-12683) for a proposed 2,800 square-foot commercial building with drive-through and waiver of the building placement standard at 591 N. Eastern Avenue. The Planning Commission and staff recommended approval.
06/07/06	The City Council approved a Variance (VAR-12684) to allow 12 parking spaces where 20 is the minimum required for a proposed 2,800 square-foot commercial building with drive-through at 591 N. Eastern Avenue.
09/03/08	Staff approved a Temporary Sign Permit (TSP-29740) for a banner sign for Wireless Toyz. The permit is valid from 09/04/08 to 11/02/08.
10/09/08	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #37/sg).

Related Building Permits/Business Licenses	
11/02/06	A building permit (6006751) was issued for a 2800 square-foot shell building and site improvements at 591 N. Eastern Avenue. The permit had a final completion date of 07/06/07.
04/23/07	Business licenses were issued for a Merchandise Broker and Miscellaneous Telephone Sales and Service at 591 N. Eastern Avenue, Suite #150.
05/22/07	A building permit (7001707) was issued for a tenant improvement at 591 N. Eastern Avenue, Suite #150. The permit had a final completion date of 06/26/07.
05/29/07	A building permit (70001763) was issued for wall signs at 591 N. Eastern Avenue, Suite #150. The permit expired on 12/01/07.
06/19/08	A building permit (7002002) was issued for directional signs and wall signs at 591 N. Eastern Avenue, Suite #110. The permit expired on 07/05/08.
06/22/07	A building permit (7002043) was issued for a tenant improvement at 591 N. Eastern Avenue, Suite #110. The permit was completed on 10/25/07.
10/30/07	A business license (R07-792) was issued for a Restaurant with less than 45 seats at 591 N. Eastern Avenue, Suite #110.
Pre-Application Meeting	
08/11/08	A pre-application meeting was held in which the Special Use Permit requirements and the development standards for Off-Premise signs were discussed.
Field Check	
09/02/08	A field check of the site was conducted. The site consists of an existing retail center with a drive-through restaurant. It was noted that the chain link fencing around existing environmental remediation equipment in the southeast corner of the site is damaged.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial and Restaurant with Drive-Through	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
East	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14.100, the following standards apply:

Standards	Code Requirement	Proposed	Compliance
Location	No off-premise sign may be located within the public right-of-way.	Located at 591 N. Eastern.	Y
Zoning	Off-premise signs are permitted in the C-1, C-2, C-M and M Zoning Districts only.	The subject site is zoned C-1 (Limited Commercial).	Y
Area	No off-premise sign shall have a surface area greater than 672 square feet per sign face, except that an embellishment not exceeding five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is proposed as double-sided, 10.5 feet by 36 feet, or a total area of 378 square feet.	Y
Height	40 Feet above grade	40 Feet	Y
Setback	Off-premise signs shall not be located closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	58 Feet	
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	Enclosed cabinet and pole covers painted to match existing buildings.	Y

Other	All off-premise signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to the ground; no residential uses on site.	Y

ANALYSIS

The subject property has an SC (Service Commercial) land use designation, which allows for low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The SC (Service Commercial) category may also allow mixed-use development with a residential component where appropriate. The proposed Off-Premise (Billboard) Sign is consistent with the land use designation.

The subject site is zoned C-1 (Limited Commercial). Development is subject to the standards contained within Title 19.14.100 Off-Premise Signs. Off-Premise (Billboard) Signs are permitted uses within the C-1 (Limited Commercial) zoning district with approval of a Special Use Permit.

Pursuant to Title 19.14.100, the following minimum separation standards apply to the subject proposal: an Off-Premise Sign may not be located closer than 300 feet to any other off-premise sign; 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways; and no off-premise sign shall be allowed within 300 feet from the nearest property line of a lot in the "U" zoning district or any "R" zoning district. The proposed Off-Premise Sign use is greater than 300 feet from another Off-Premise Sign, greater than 50 feet from an existing intersection, and greater than 300 feet from the nearest residential zoning district; therefore, it will meet all minimum distance separation requirements.

A previous Site Development Plan Review (SDR-12683) was approved for the subject site for a commercial building with a drive-through in June of 2006, along with a companion Variance (VAR-12684) to allow 12 parking spaces where 20 spaces were required, which is a 40% reduction from Title 19.04 requirements. The previous request for a Variance for reduced parking at the site indicates that it is already overbuilt.

The subject property is located within the boundaries of the Las Vegas Redevelopment District. The Off-Premise Sign is not harmonious with the surrounding development, and is not compatible with the second goal of the Redevelopment Plan, which is to "achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan." For these reasons, staff recommends denial of the Special Use Permit.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The subject site and the surrounding properties are all zoned C-1 (Limited Commercial), with a General Plan designation of SC (Service Commercial). The proposed Off-Site Sign is a permitted use in the C-1 (Limited Commercial) zone, with the approval of a Special Use Permit, and is consistent with the SC (Service Commercial) land use designation. The Off-Premise Sign is not harmonious with the surrounding development in that the site is already overbuilt.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is not physically suitable for the proposed use. It was developed as a commercial center, with a Variance (12684) to allow 12 parking spaces where 20 spaces were required. The request for this Variance indicates that the site is already overbuilt.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site has adequate access via two existing driveways onto Bonanza Road and Eastern Avenue, which are classified as 100-foot Primary Arterials by the Master Plan of Streets and Highways.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use meets all applicable conditions per Title 19.04 and 19.14.100 for Off-Premise Signs.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 11

SENATE DISTRICT 10

NOTICES MAILED 205 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-29529** APN: 139-35-501-002

Name of Property Owner: Behrooz Faridian

Name of Applicant: Southern States Sign Company

Name of Representative: Thalia Dondero

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: FARIDIAN

Print Name: BEHROOZ FARIDIAN

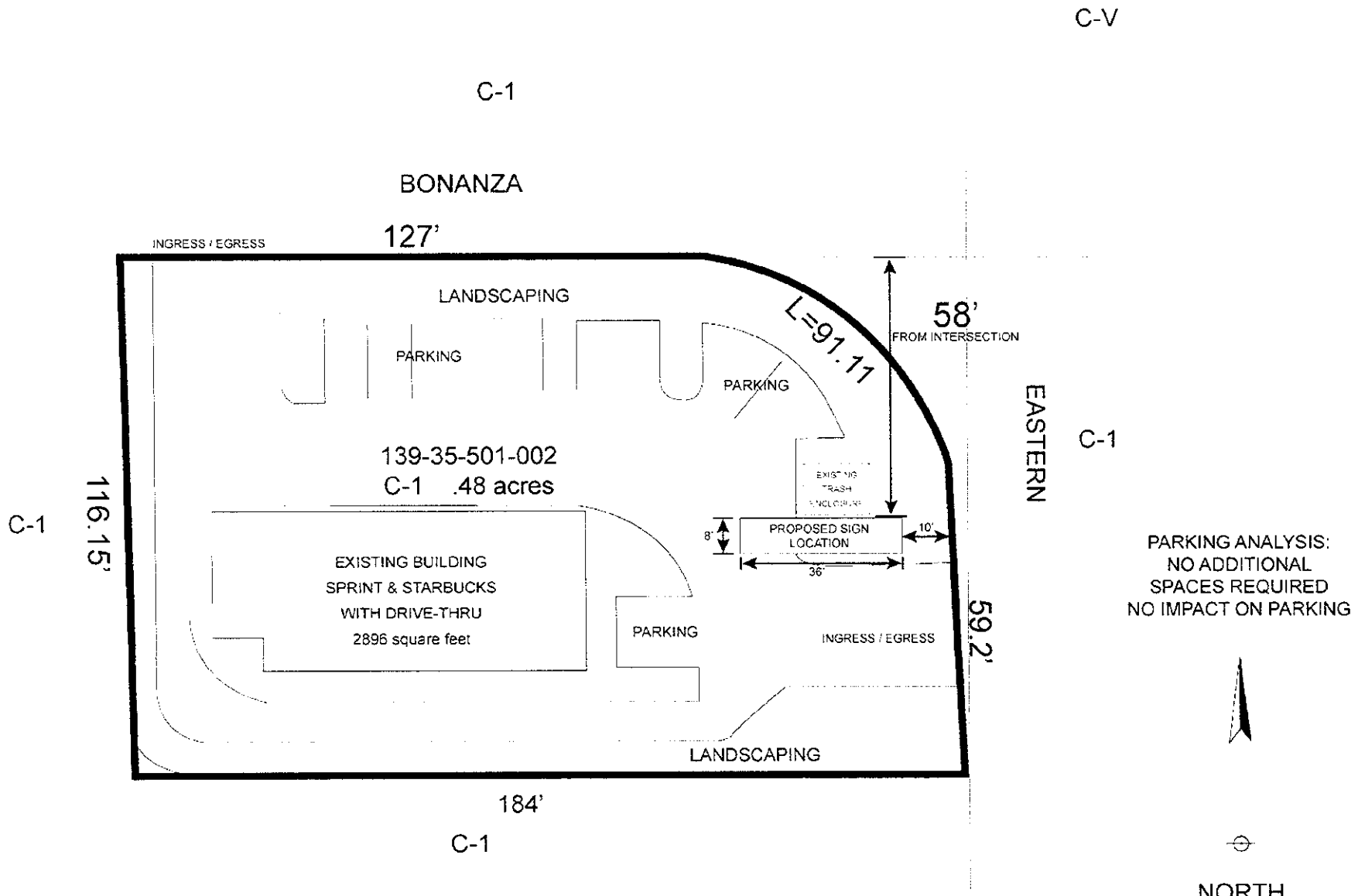
Subscribed and sworn before me

This 30 day of July, 2006

616 N. Pico - LA, CA 90035

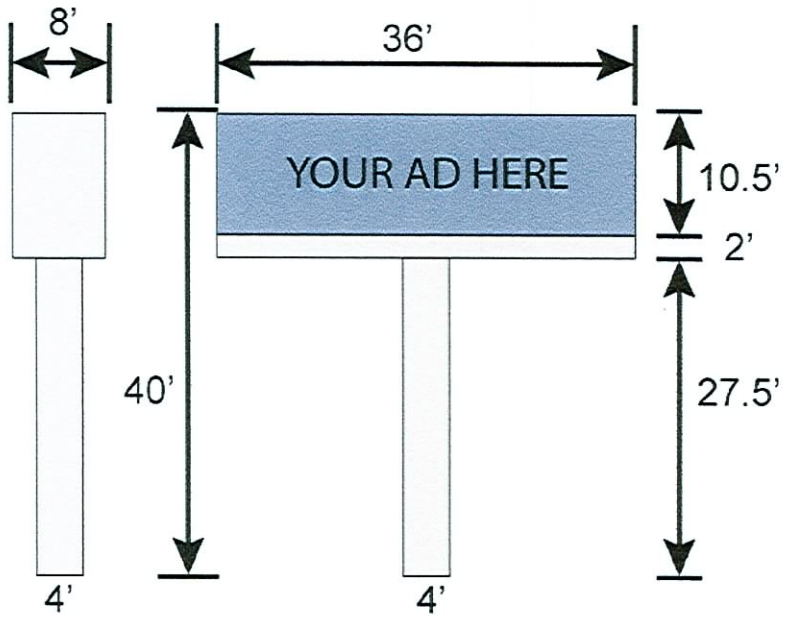
Notary Public in and for said County and State

BIJAN SANI
Commission # 1626019
Notary Public - California
Los Angeles County
My Comm. Expires Dec 2, 2009



SOUTHERN STATES SIGN COMPANY
SITE PLAN
591 N. EASTERN

SUP-29529
10/09/08 PC

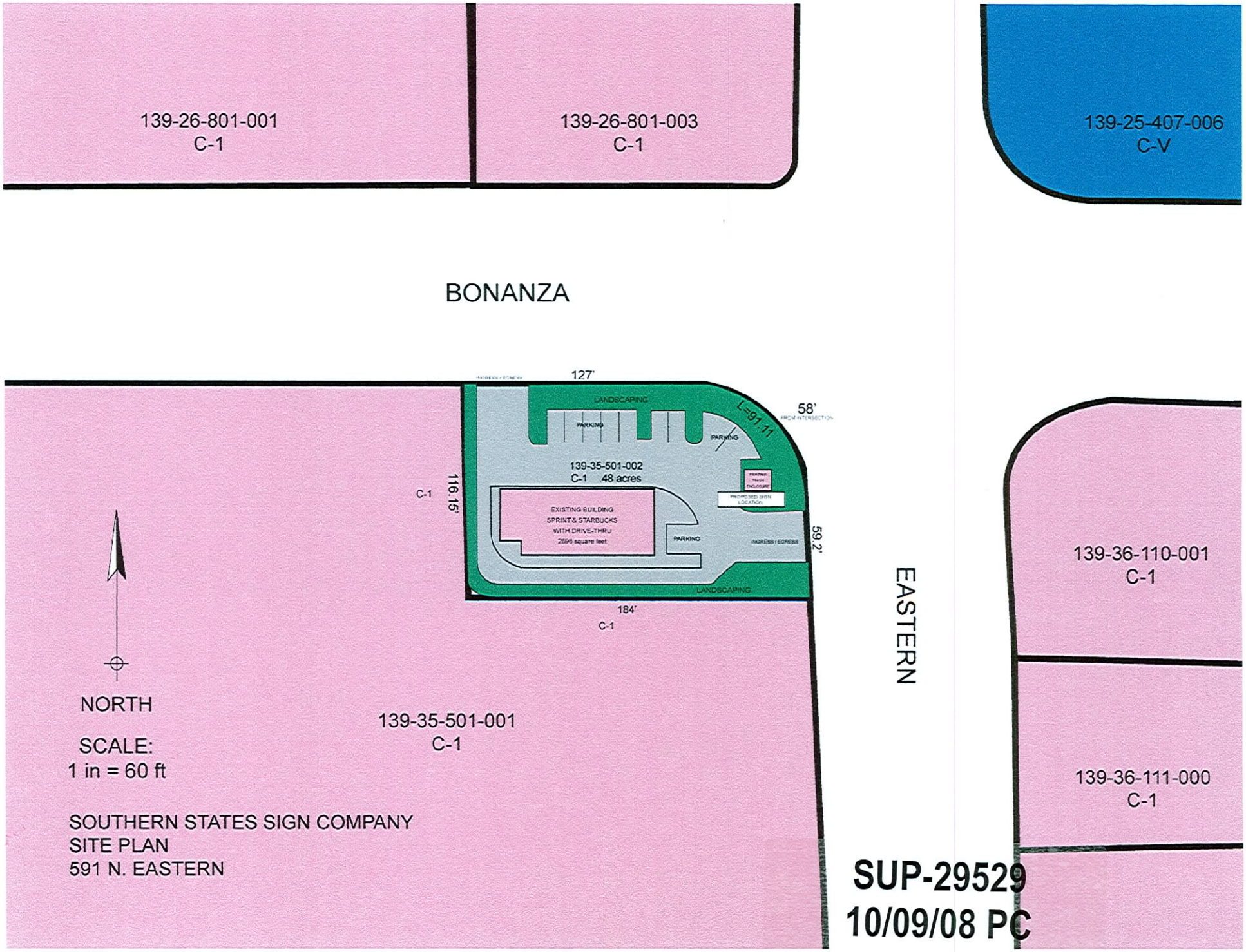


ELEVATION
ENCLOSED CABINET
WITH POLE COVERS

SOUTHERN STATES SIGN COMPANY
139-35-501-002
591 N. EASTERN

SCALE:
1 in = 15 ft

SUP-29529
10/09/08 PC


139-26-801-001
C-1
139-26-801-003
C-1
139-25-407-006
C-V
BONANZA
127'
LANDSCAPING
58'
FROM INTERSECTION
L=91.11
PARKING
PARKING
139-35-501-002
C-1 48 acres
C-1
116.15'
EXISTING BUILDING
SPRINT & STARBUCKS
WITH DRIVE-THRU
2596 square feet
PARKING
INGRESS / EGRESS
59.2'
LANDSCAPING
184'
C-1
NORTH
SCALE:
1 in = 60 ft
139-35-501-001
C-1
SOUTHERN STATES SIGN COMPANY
SITE PLAN
591 N. EASTERN
EASTERN
139-36-110-001
C-1
139-36-111-000
C-1
SUP-29529
10/09/08 PC

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

SUP-29529 - SPECIAL USE PERMIT - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN
591 NORTH EASTERN AVENUE
OCTOBER 9, 2008 PLANNING COMMISSION

09/02/08

Justification Letter

August 1, 2008

City of Las Vegas Department of Planning
731 South Fourth Street
Las Vegas, Nevada 89101

Dear City Representative,

I am requesting a Special Use Permit on the property located at 591 N. Eastern Avenue for an off-premise advertising sign. The sign meets all of the criteria set forth in the code without waiver or variances required. This is in the exemption zone and near the intersection of Eastern and Bonanza and an appropriate place for this type of sign that will have minimal impact to the area and be a help to businesses in the area that do not have a choice currently. Additionally I am requesting a digital style sign as to maximize the limited space of current billboard opportunities as well as an updated and current feeling in an area that is in the process of being remodeled and upgraded. I am proposing pole covers and an enclosed cabinet to hide any unsightliness that may be associated with this type of structure. I am also proposing a smaller area of 378 square feet of advertising space instead of the 672' usually required. The sign will be painted in colors of the surrounding buildings and be maintained to a high standard.
Thank you in advance for your anticipated time and attention concerning this matter.

Best Regards,

David Ben Basat

David Ben-Basat
Southern States Sign Company

SUP-29529
10/09/08 PC

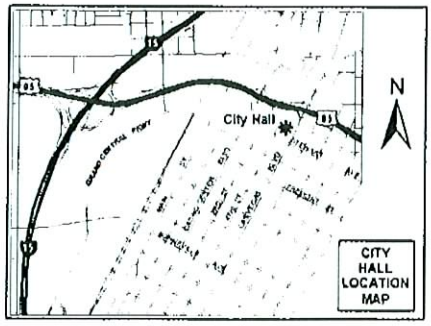
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 SEP 26 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT - 2 2008
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-29529
Planning Commission Meeting of 10/9/2008

Case SUP-29529
13935511037
WEAVER MARLA
4611 WELTER AVE
LAS VEGAS NV 89104-6033

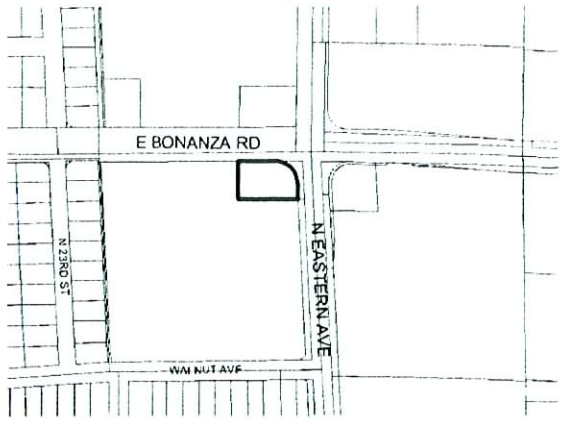
#37
P

Application Information

SUP-29529 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SOUTHERN STATES SIGN COMPANY - OWNER: BEHROOZ FARIDIAN - Request for a Special Use Permit FOR A PROPOSED 40-FOOT HIGH 10.5-FOOT BY 36-FOOT OFF-PREMISE SIGN (DIGITAL BILLBOARD) at 591 North Eastern Avenue (APN 139-35-501-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese)

WE DONT NEED ANY MORE DISTRACTIONS FOR TRAFFIC THAT CORNER IS BAD ANY WAY THANK'S STEVE KRATKE

Application Location



The proposed project may not pertain to the entire highlighted project site.

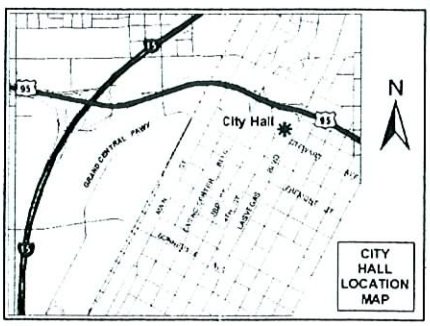
Public Hearing Information

Meeting:	Planning Commission
Date:	***October 09, 2008***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-29529
Planning Commission Meeting of 10/9/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 SEP 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
OCT - 6 2008
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-29529
13925407003
KRATKE STEPHEN & C M 2001 REV TR
H C R 2
BOX 9583
KEAAU HI 96749-9802

Submitted after final agenda
Date P Item #37

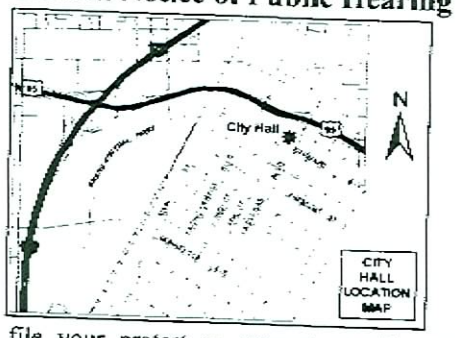
GAVDS11 96749

09/23/2008 15:56 7024770898 SUNSHINE NUTRITION PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-29529

Planning Commission Meeting of 10/9/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES $ 00.39⁴ 02 4W 0004239954 SEP 26 2008 MAILED FROM ZIP CODE 89101

RECEIVED
OCT - 3 2008
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-29529
13935513013
RODRIGUEZ CARLOS & ALICIA
159 N CLAYTON ST
LAS VEGAS NV 89110-5101

Submitted after final agenda
Date 10/9/08
Item #37

GAU0511 89110

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

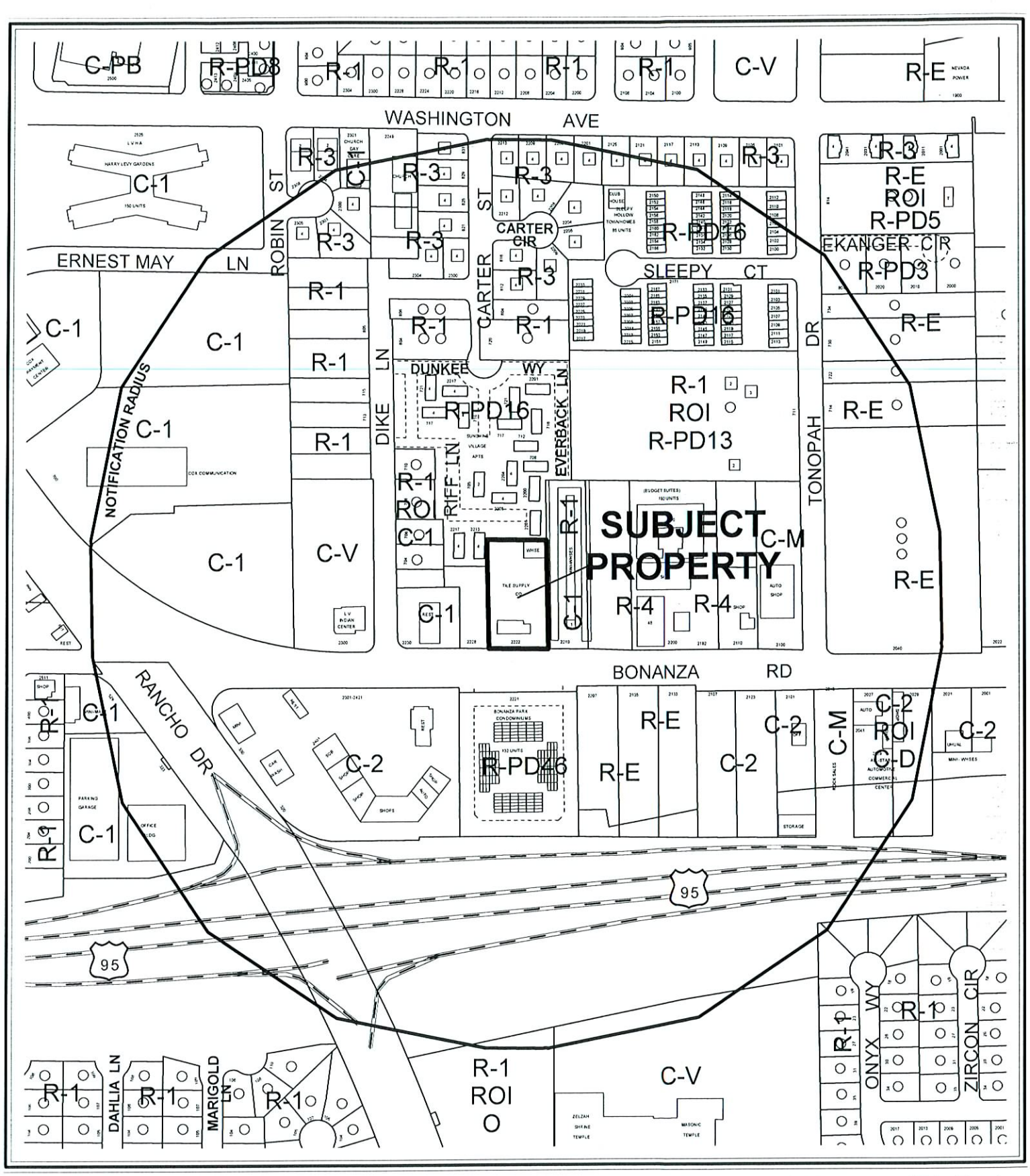
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-30402 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GEORGE LOPEZ - Request for a Required One Year Review of AN EXISTING BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at 2222 West Bonanza Road (APN 139-29-704-026), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-9215
5. Protest Postcard



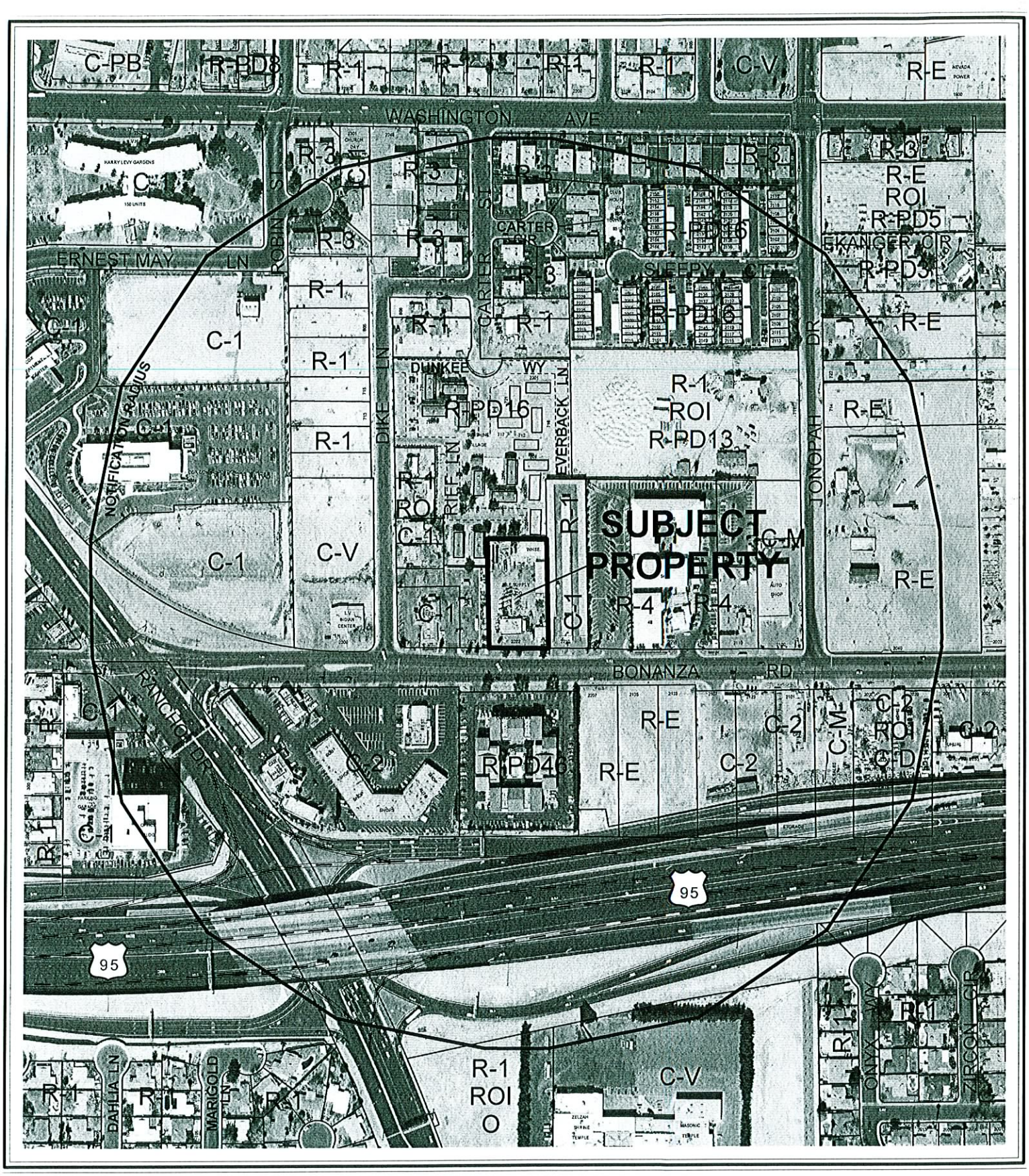
0 300 600 Feet

CASE: **RQR-30402**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **RQR-30402**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-30402 - REQUIRED ONE YEAR REVIEW - PUBLIC HEARING – APPLICANT/OWNER: GEORGE LOPEZ

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 19, 2008 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-9215).

2. Compliance with the condition for Special Use Permit (SUP-9215) to provide 19 parking spaces.

3. The Special Use Permit shall be reviewed in one year at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review. Failure to pay the City for these costs may result in cessation of the use.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a required one-year review of an approved Special Use Permit (SUP-9215) which allowed an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/10/90	The City Council approved a Rezoning (Z-0048-90) of the subject property to C-1 (Limited Commercial), subject to conditions.
09/05/01	The City Council approved a request to Amend a portion of the Southwest Sector Plan (GPA-0022-01) from LI/R (Light Industry/Research) to ML (Medium Low Density Residential) on 34.45 acres on the northwest corner of the intersection of Washington Avenue and Robin Street. The Planning Commission recommended denial on 07/26/01.
11/16/05	The City Council approved a request for a Special Use Permit (SUP-9215) for an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road. The Planning Commission recommended approval on 10/20/05.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission tabled the request on 01/26/06.
07/25/07	A Code Enforcement case (56093) was processed for the resident storing heavy industrial equipment on property, which is against zoning code. The case was closed on 07/28/07.
01/03/08	A Code Enforcement case (60970) was processed for the business not having a continuous license; storing of business equipment- looks like freeway signs, etc.; and has barbed wire going around part of the property. The case was closed on 01/05/08.

Related Building Permits/Business Licenses	
11/21/88	A building permit (88008199) was issued for interior remodel. The permit was never finalized.
12/05/88	A building permit (88008663) was issued for a wall. The permit was never finalized.
02/06/89	A building permit (89013461) was issued for a garage/storage. The permit was never finalized.
02/11/89	A building permit (89035450) was issued for a detached structure/garage. The permit was never finalized.
06/05/89	A building permit (89027461) was issued for masonry work per CLV design. The permit was never finalized.
07/10/91	A building permit (91112842) was issued for paving. The permit was never finalized.
05/20/97	A business license (E03-00119) was issued for Express/Delivery Service. The license has been in pending status since 03/17/06 awaiting a Motor Carrier Permit from the Department of Motor Vehicles.
02/14/05	A business license (C11-07803) was issued for a Contractor. The license is still active.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
10/21/08	Staff conducted a field check of the site with the following observations: • Several types of signs are stored on the lot, including freeway signs, directional signs, sign carts, etc. • Numerous traffic directional trailers were parked in the customer parking areas in the front of the building on both sides. • Assorted items are being stored outside within the fenced area in designated parking spots.

Details of Application Request	
Site Area	
Gross Acres	0.93

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Building and landscape material/Lumber Yard	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development- 16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development- 46 Units per Acre)
East	Mini Storage Facility	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Restaurant/Parking	SC (Service Commercial) and MXU (Mixed Use)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first required review since the approval of the Special Use Permit (SUP-9215) to allow an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road. Research of building permits for the subject site revealed a large portion of permits never finalized. Staff conducted a field check of the subject site on 10/21/08 and observed numerous traffic directional trailers parked in customer parking spaces to both sides of the front entrance of the building. Additionally, different types of signage, assorted supplies, and equipment are being stored outside the building(s).

FINDINGS

The Building and Landscape Material/Lumber Yard is located in the C-1 (Limited Commercial) zoning district. During the site inspection on 10/21/08, staff noted required parking spaces being used as storage areas for equipment. Title 19.10 requires 18 regular parking spaces and one (1)-handicap space for the subject site based on plans submitted and approved for the Special Use Permit (SUP-9215). Staff inspection revealed 14 regular parking spaces and zero (0) handicap parking spaces available.

In addition, Special Use Permit (SUP-9215) Condition Number 3 restricted the storage of equipment and supplies to within fully enclosed buildings (no outside storage permitted), due to the close proximity of residentially zoned properties to the north, east and south of the subject site. Staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 204

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-30402** APN: 139-29-704-026

Name of Property Owner: GEORGE T. LOPEZ

Name of Applicant: GEORGE T. LOPEZ

Name of Representative: N/A

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: George T Lopez

Print Name: GEORGE T. LOPEZ

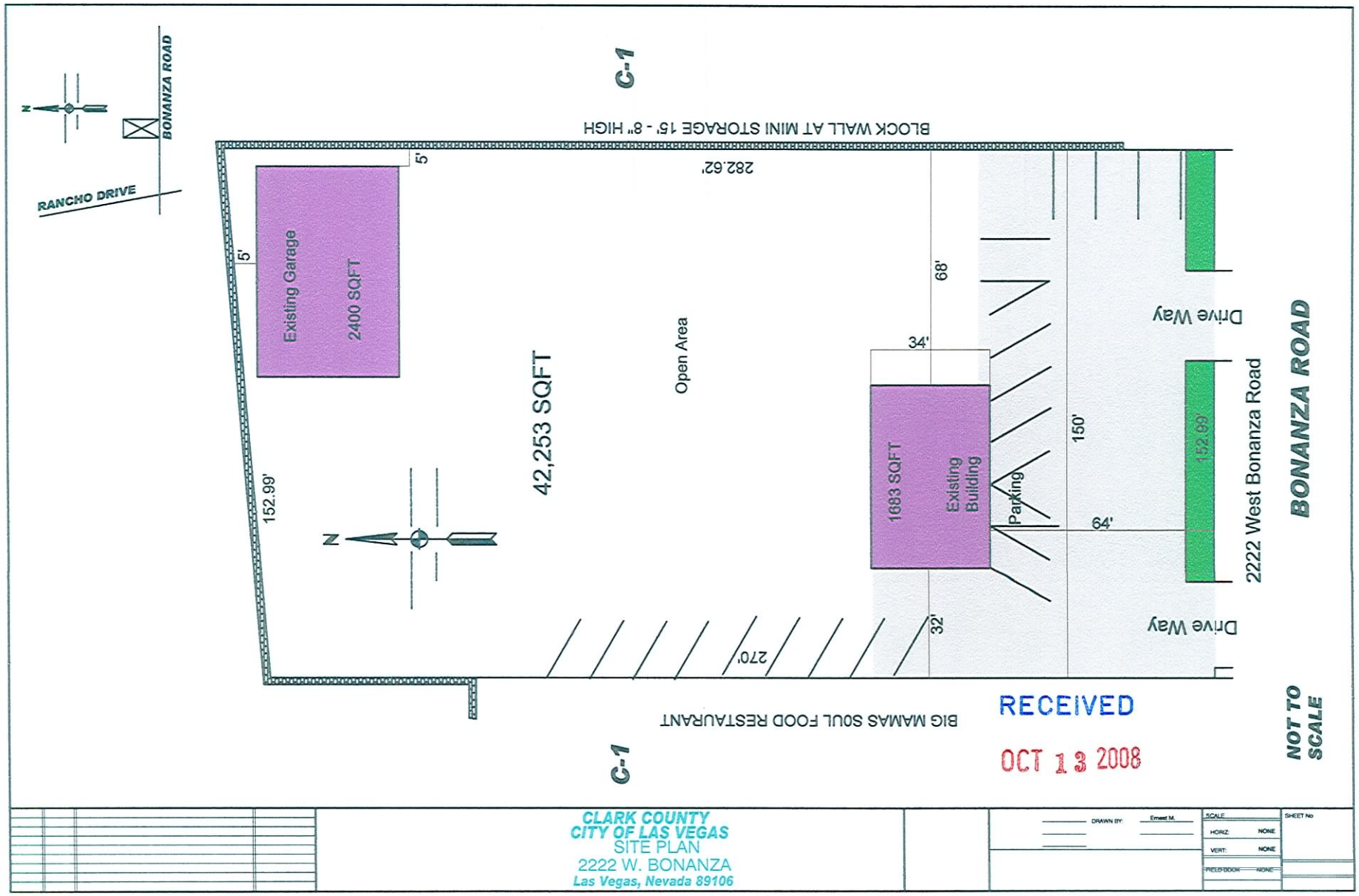
Subscribed and sworn before me

This 13th day of October, 2006

Lindsay Sharbono

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LINDSAY SHARBONO
No: 06-108398-1
My Appointment Expires Sept. 1, 2010



RQR-30402
11-19-08 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 17, 2005

Mr. George Lopez
1528 Castle Crest Drive
Las Vegas, Nevada 89117

RE: SUP-9215 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 16, 2005

Dear Mr. Lopez:

The City Council at a regular meeting held November 16, 2005 APPROVED the request for a Special Use Permit FOR AN EXISTING BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at 2222 West Bonanza Road (APN 139-29-704-026), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 17, 2005. This approval is subject to:

Planning and Development

1. Conformance to the conditions of approval for Rezoning (Z-0048-90).

2. A total of 19 parking spaces shall be provided. The parking spaces shall be located out from behind an enclosed fence, at least one space shall be a van accessible handicapped parking space, and all spaces shall be located on a permanent dust free impermeable surface.

3. No outside storage shall be permitted.

4. Concertina wire located on top of a solid wall along the rear of the property shall be removed.

5. There shall be no manufacturing or assembly permitted nor any other activity that would result in a detriment to adjacent properties or to the area.

6. New slats and the replacement of deteriorated slats in the existing chain link fence that surrounds the property shall be inserted.

7. The site plan shall be revised and approved by staff of the Planning and Development Department prior to the time application is made for any permit to show compliance with the conditions of approval herein. The applicant shall comply with all the conditions of approval within six months following approval of this application.

RQR-30402
11-19-08 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

8. This Special Use Permit shall be reviewed in one year to ascertain compliance with these conditions or to impose additional conditions to ameliorate any undesirable aspects of the use. The applicant shall be responsible for notification costs of the review.

9. All City code requirements and design standards of all City departments must be satisfied.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

RQR-30402
11-19-08 CC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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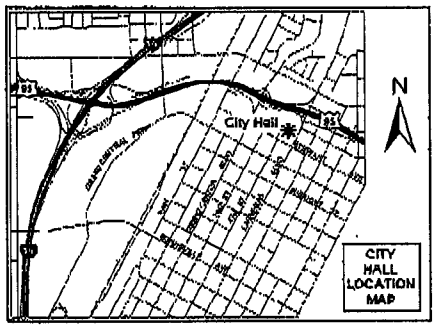
0004239954 NOV 07 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-30402
City Council Meeting of **11/19/2008**

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CITY CLERK

Case: RQR-30402
13929811047
SANDERS CURTIS STRATTON
2221 W BONANZA RD #47
LAS VEGAS NV 89106-4709

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

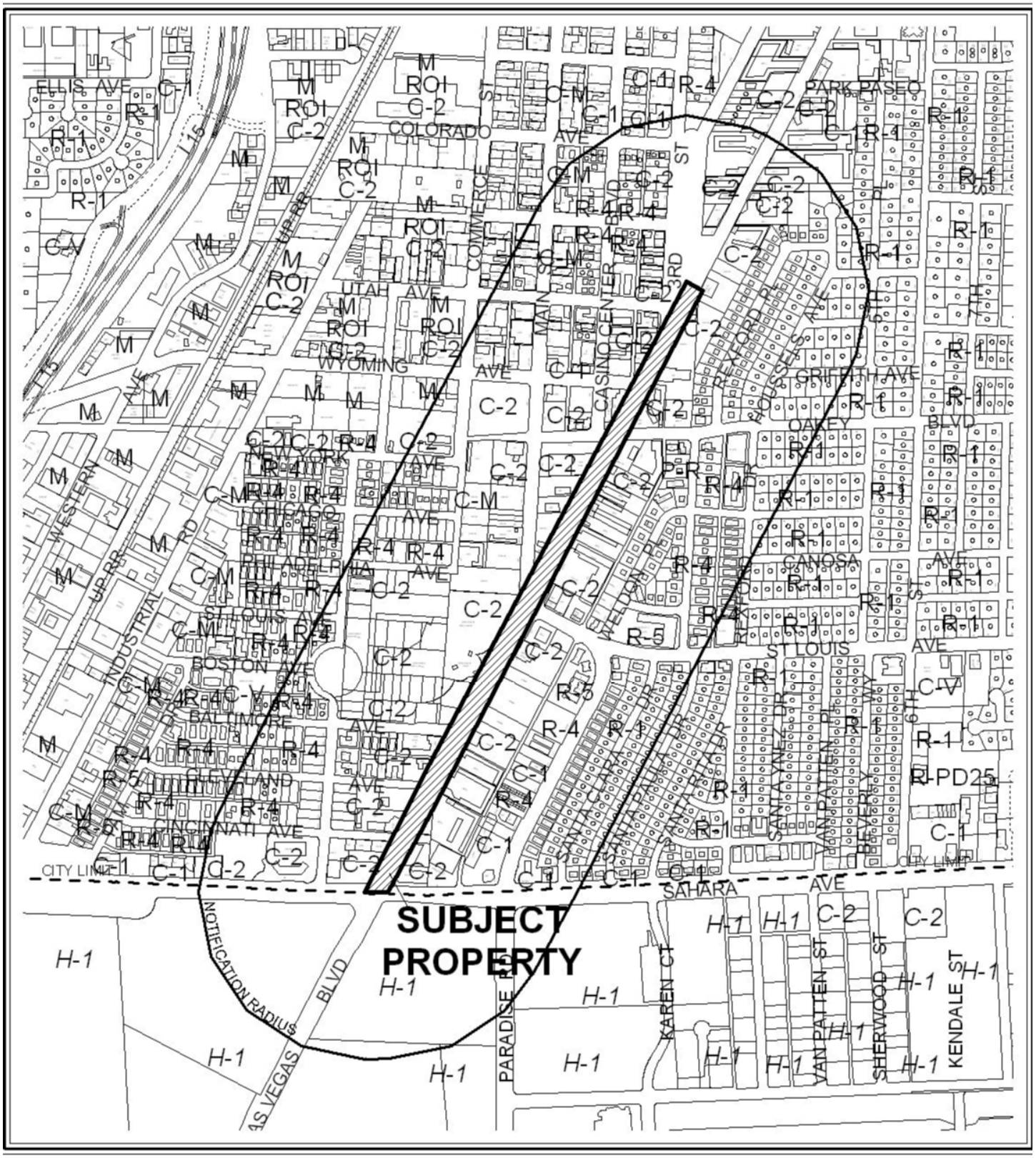
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
MSH-29429 – ABEYANCE ITEM - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Master Plan of Streets and Highways TO WIDEN LAS VEGAS BOULEVARD BETWEEN 4TH STREET AND SAHARA AVENUE FROM A 100-FOOT RIGHT-OF-WAY TO A 120-FOOT RIGHT-OF-WAY, Ward 3 (Reese). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**6**
City Council Meeting	**6**	**City Council Meeting**	**31**

RECOMMENDATION:
The Planning Commission (5-0-2 vote) and staff recommend APPROVAL, subject to conditions.

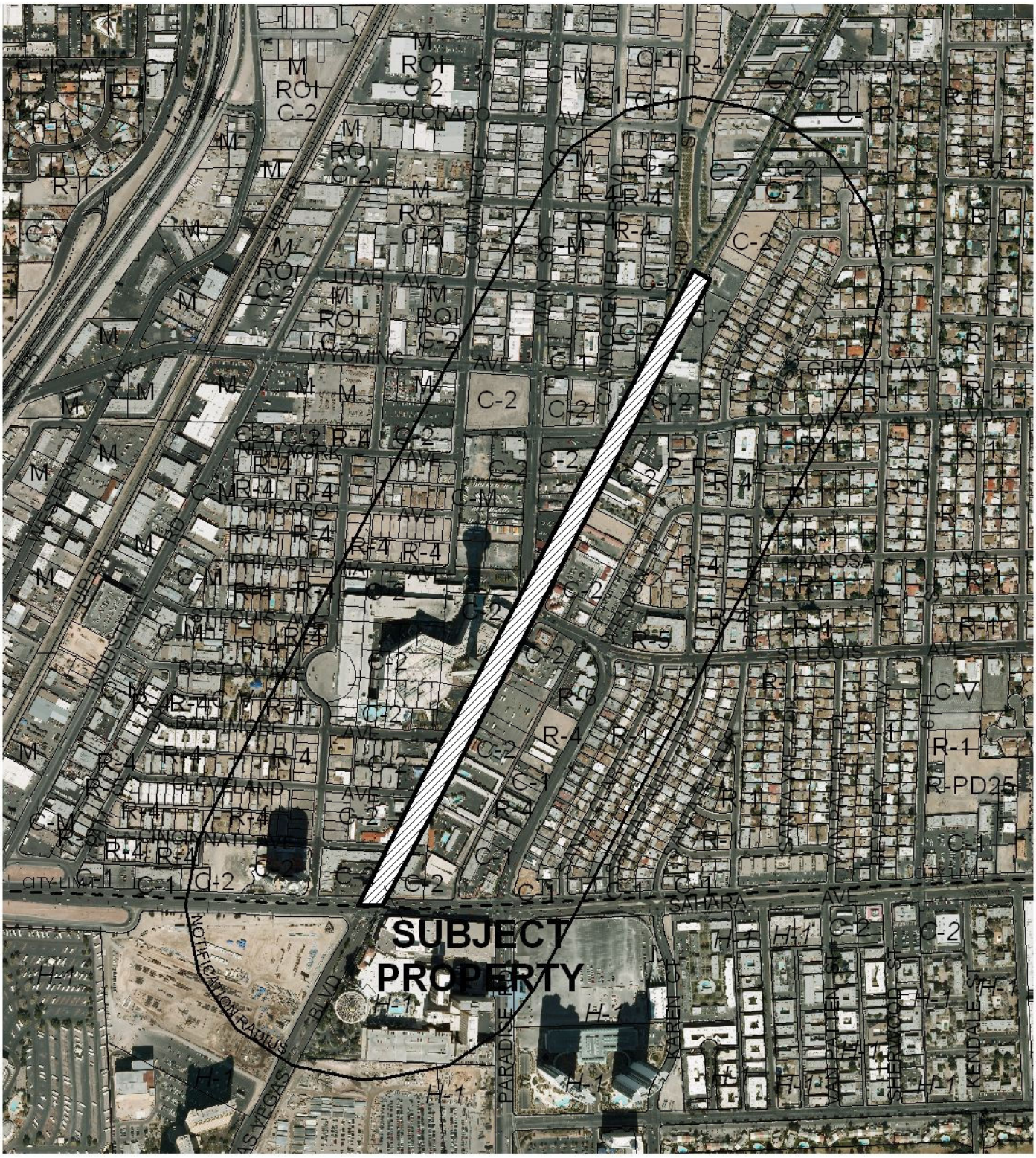
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards submitted for the 11-19-2008 City Council Meeting
6. Backup Referenced from the 10-23-2008 Planning Commission Meeting Item 48



CASE: **MSH-29429**

RADIUS: 1000 FT

0 500 Feet



CASE: **MSH-29429**
RADIUS: 1000 FT

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: MSH-29429 - APPLICANT/OWNER: CITY OF LAS VEGAS

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN REESE.

** CONDITIONS **

The Planning Commission (5-0-2/bg/rt vote) and staff recommend APPROVAL, subject to:

Public Works

1. City Staff is empowered to modify this application, if necessary, for technical concerns or other related review actions provided current City of Las Vegas requirements are still complied with and the intent of the submitted Master Plan of Streets and Highways is satisfied.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Master Plan of Streets and Highways to require a 120-foot right-of-way along Las Vegas Boulevard from Sahara Avenue to 4th Street, where a 100-foot right-of-way currently exists. The additional width is needed in order to be consistent with the Regional Transit Commission's plans for dedicated transit lanes for the ACE Bus Rapid Transit route between downtown and the South Strip Terminal.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/21/02	City Council accepted ownership and maintenance of Las Vegas Boulevard from the State of Nevada Department of Transportation.
10/23/08	The Planning Commission voted 5-0-2/bg/rt to recommend APPROVAL (PC Agenda Item #48/yk).
Related Building Permits/Business Licenses	
There are no building permits or business licenses related to this action.	
Pre-Application Meeting	
A pre-application meeting was not required with this request.	
Neighborhood Meeting	
09/22/08	A community meeting was held at 5:30 p.m. in City Hall with six people attending. One person voiced his strong opposition to the plan although he understood the need for it. The other five had no vocal opposition to the plan.

Field Check	
08/18/08	A field check confirmed that this section of Las Vegas Boulevard is fully developed.

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		N/A
A-O (Airport Overlay) District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		N/A

ANALYSIS

The Master Plan of Streets and Highways is a document that plans for the transportation needs of the City by classifying streets based on the right-of-way widths for the volume of traffic expected. The Department of Public Works is requesting to reclassify this section of Las Vegas Boulevard from a Primary Arterial (100' width) to a Parkway Arterial (120' width). This proposal is needed in order to be in line with the Regional Transportation Commission's plans for the ACE Bus Rapid Transit route along Las Vegas Boulevard connecting downtown with the South Strip Terminal.

Reclassification of Right-of-way		
Current Classification	**Proposed Classification**	**Staff Recommendation**
Primary Arterial (100 ft.)	Parkway Arterial (120 ft.)	No objection

PLANNING COMMISSION ACTION

There were three speakers in opposition, one in support and two with questions at the Planning Commission Meeting.

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 585 by City Clerk

APPROVALS 6

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MSH-29429** APN: _____

Name of Property Owner: City of Las Vegas

Name of Applicant: Same as above

Name of Representative: Greg McDermott

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Greg McDermott

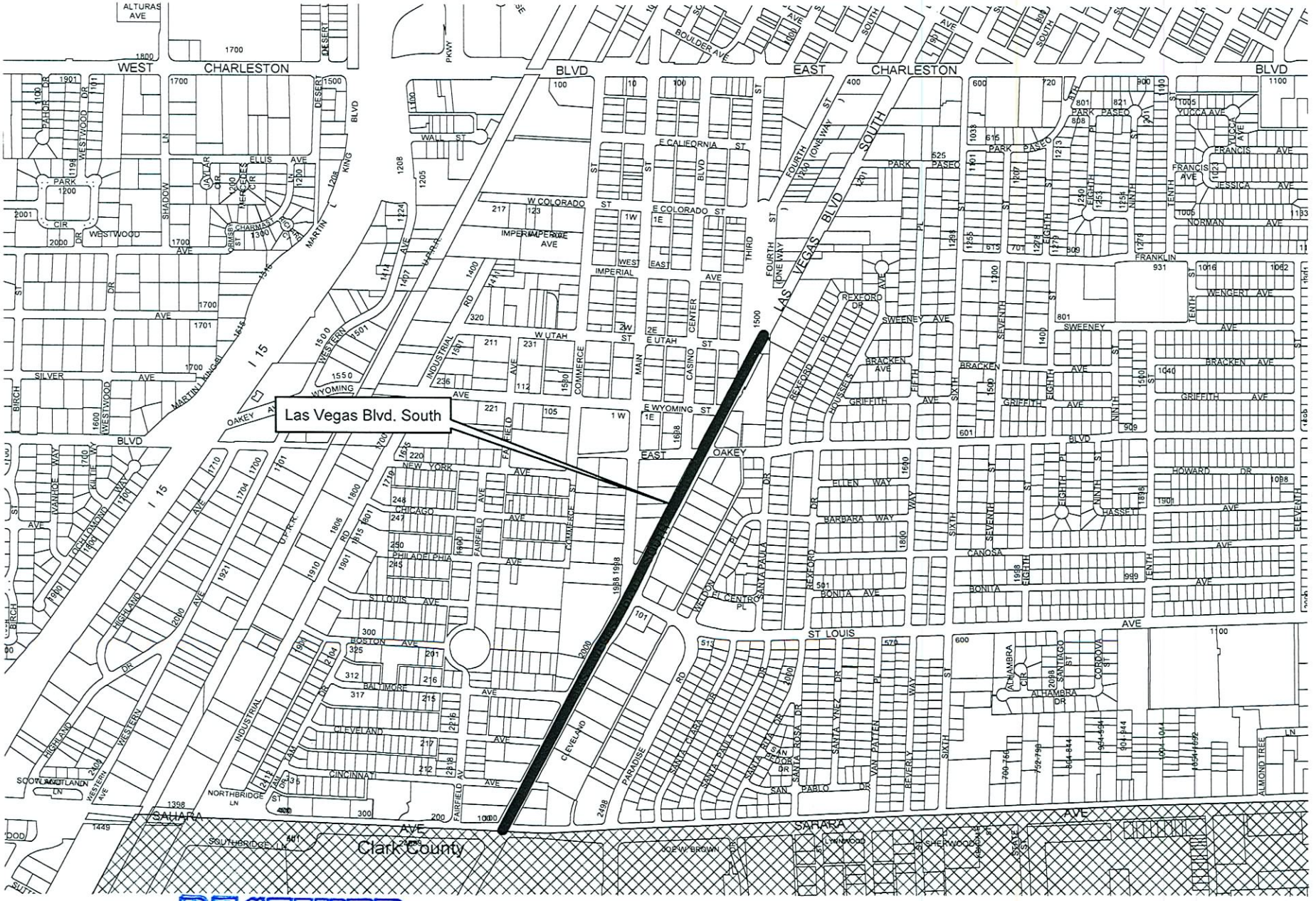
Subscribed and sworn before me

This 11 th day of August, 2008

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2010



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AUG 12 2008

CASE: MSH-
RADIUS: SPECIAL

MSH-29429
09/25/08 PC

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

August 8, 2008

Doug Rankin
Manager, Current Planning
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – LAS VEGAS BOULEVARD SOUTH

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways to widen Las Vegas Boulevard between Sahara Avenue and 4th Street from a 100-foot to 120-foot right-of-way. The additional right-of-way is needed in order to be consistent with the RTC's plans for dedicated transit lanes for the proposed ACE Bus Rapid Transit route in Las Vegas Boulevard between the Downtown and South Strip Terminal.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Greg McDermott
Engineering Project Manager
Public Works

cc:
Jorge Cervantes, P.E. – Director, Public Works
Bart Anderson, P.E. – Project Manager, Public Works

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AUG 12 2008

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Larry Brown, Ward 4
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5

City Manager
Douglas A. Selby

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

15901-005-06-08

MSH-29429
09/25/08 PC

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2008 NOV 10 A 8:08

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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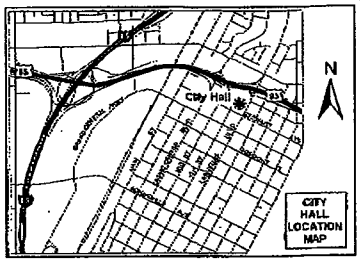

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16203314063
FRANCO HENRY T & PATRICIA A
546 E OAKEY BLVD
LAS VEGAS NV 89104-1442

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2008 NOV 10 A 8:08

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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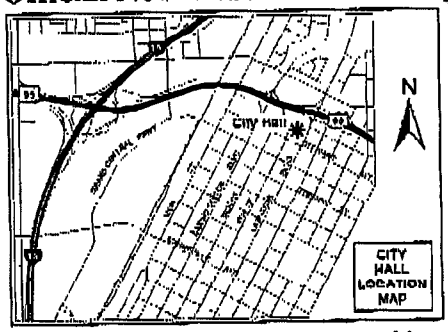

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

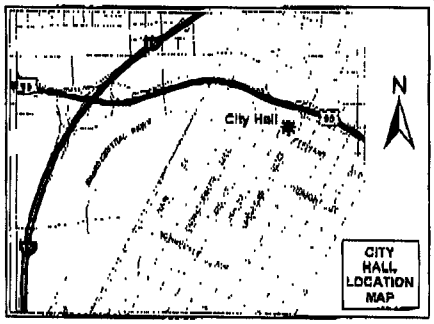
City Council Meeting of 11/19/2008

Case: MSH-29429

16204813001
PARK CIRCLE APARTMENTS L L C
%R OSTERHOUDT
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

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2008 NOV 10 A 8:08

Case: MSH-29429
16203414001
BARRERA DANILO R & SUSAN REV TR
11025 MOUNT ROYAL AVE
LAS VEGAS NV 89144-4484

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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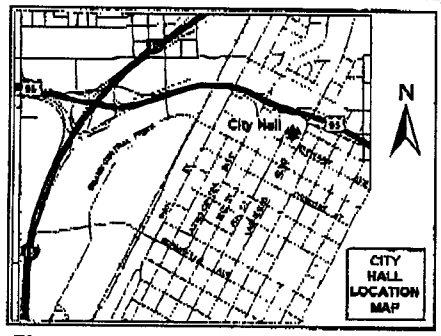

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Case: MSH-29429

16203310006
STRATORISE SOUTH L L C
4465 S BUFFALO DR #2
LAS VEGAS NV 89147-6232

☒ I SUPPORT this Request ☐ I OPPOSE this Request

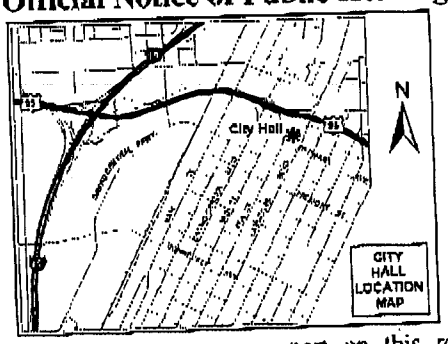
Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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Case: MSH-29429

16203210048
SAN LOS UNIDOS CORPORATION
P O BOX 2698
BELL GARDENS CA 90202-2698

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

Submitted after final agenda

Date 11-13-08 Item 105

11/14/2008 FRI 12:25 [TX/RX NO 9361] 001

CITY CLERK

2008 NOV 14 A 11:28

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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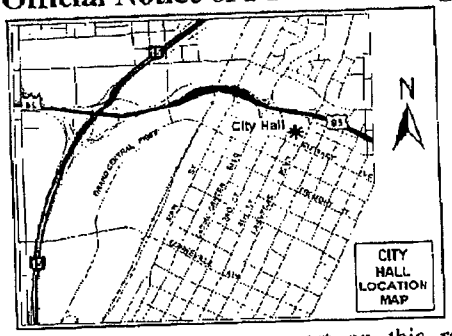
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

I do Not have to sell to Take. My Property line is to the street. AT 10 million An Acre It seems unfair for even a foot of my property To Be taken - I would literally have to tear down my Building to widen the street Its Fine the way it is -

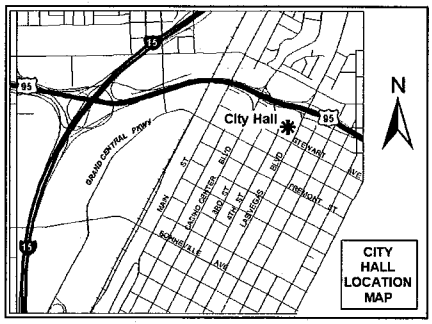
Case: MSH-29429
16203210062
RINGSIDE LIQUOR INC
1516 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1323

I Oppose

p.1 7023821624 DINOS

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK

2008 NOV 18 A 11:28

Case: MSH-29429

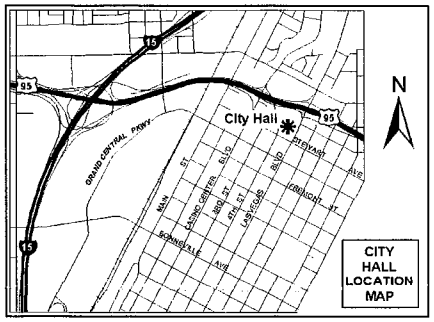
16204815067
MARCELINO VICTORIA F & ATILANO A
9615 SUMMERCLIFF CT
CHESTERFIELD VA 23832-2495

Submitted after final agenda

Date 11/18/08 Item 105
W-3

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

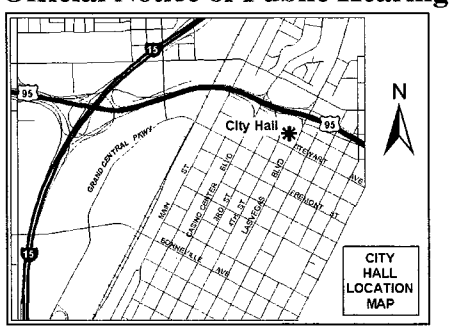
City Council Meeting of 11/19/2008

Case: MSH-29429

16203310004
PATEL BHAGUBHAI M & M B REV TR
4024 MANSON HALL CT
LAS VEGAS NV 89129-0000

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16204710017
CHICAGO PROPERTIES L L C
%RE/MAX ACHEIVERS
5300 W SAHARA AVE #202
LAS VEGAS NV 89146-0319

Submitted after final age...

Date 11-14-08 Item 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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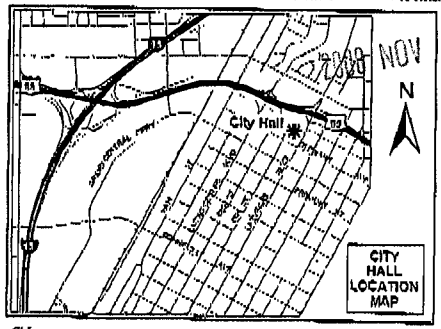
CITY CLERK

2008 NOV 12 A 10:23

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

THIS WOULD ENHANCE, MAKE NEW THIS OLD FORGOTTEN PIECE OF ROAD.

BRAVO !!!

Case: MSH-29429
16203311006
GOMEZ MAYNOR A
1720 SANTA PAULA DR
LAS VEGAS NV 89104-2404

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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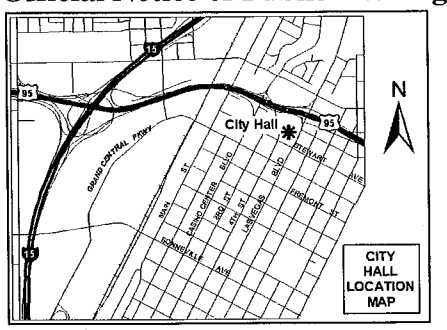
CITY CLERK

2008 NOV 17 A 11:32

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

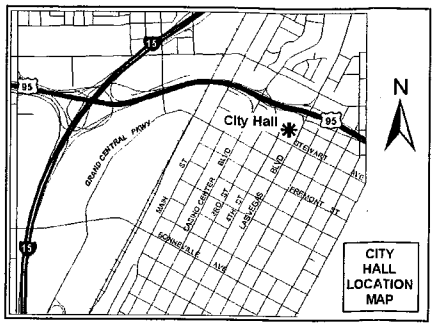
Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

Case: MSH-29429
16204815292
R K C PROPERTIES L L C
P O BOX 13165
MAUNELLE AR 72113-0165

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

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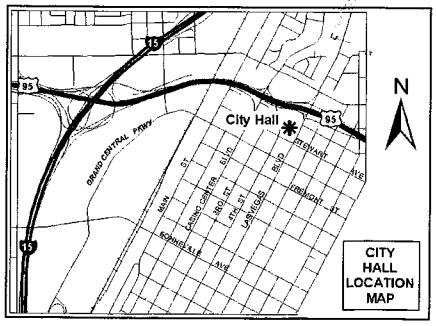
CITY CLERK
2008 NOV 3 P 3:32

Case: MSH-29429
16203413040
TARANTINO JOSEPH A
4909 WINTER SET DR
LAS VEGAS NV 89130-3615

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2008 NOV 17 A 11:33



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

Case: MSH-29429
16203210064
S H PROPERTIES L L C
1994 HALLWOOD DR
LAS VEGAS NV 89119-6174

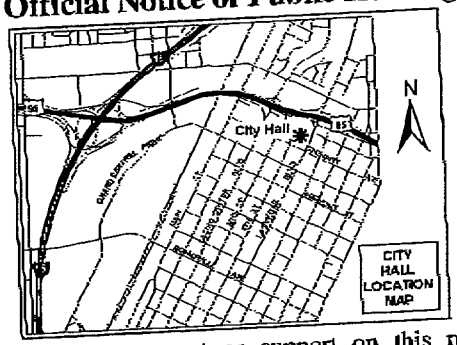
CITY CLERK

2008 NOV 17 A 7:58

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16204815373
SINCLAIR 3507 L L C
P O BOX 93663
LAS VEGAS NV 89193-3663

11/15/2008 SAT 14:48 [TX/RX NO 9369] ☒001

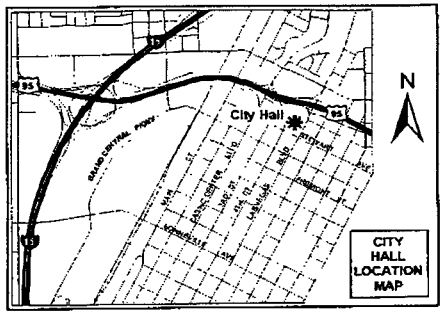
7027323448 WAMU FRANCISCO CENT 11-13-2008 03:51:43 p.m. 1/1

11/13/2008 THU 15:38 [TX/RX NO 9348] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

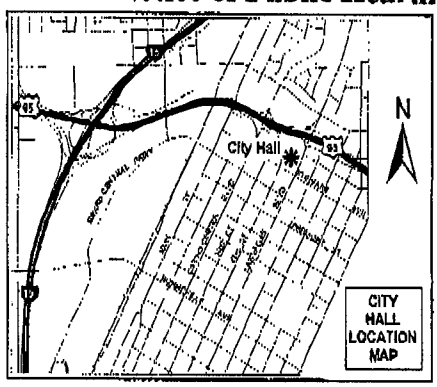
16203214008
VENTO SALVATORE
1314 S 5TH PL
LAS VEGAS NV 89104-1409

CITY CLERK

2008 NOV 14 A 11:28

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

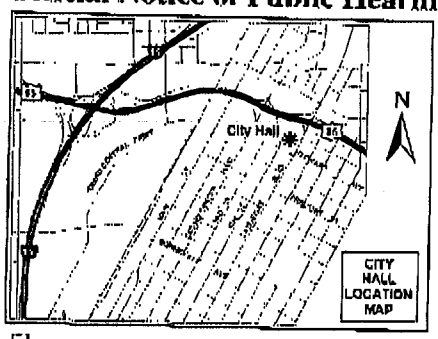
Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

Case: MSH-29429
16204813030
MASON RICHARD A & RITA Y TRUST
5230 LOS FELIZ BLVD
LOS ANGELES CA 90027-1723

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

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CITY CLERK

2008 NOV 14 A 7:53

Case: MSH-29429

16204815173
HUANG PAUL Y
P O BOX 8247
ROWLAND HEIGHTS CA 91748-0247

Mar 01 23:17
Fax : 1-435-586-7108
THE FORTUNE GROUP INC
11/14/2008 FRI 11:00 [TX/RX NO 9358] 001

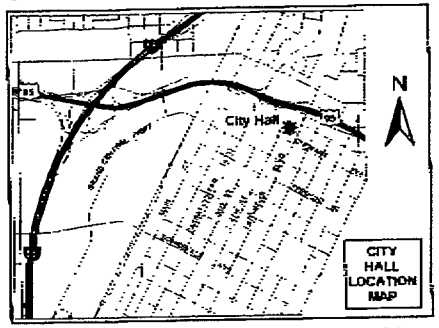
RECEIVED
CITY CLERK

2008 NOV 14 A 10:06

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16204815294
CARR WILLIAM & VICTORIA
721 E 200 S
P O BOX 500
NEW HARMONY UT 84757-0500

NOV-11-2008 02:42P FROM:DAVID F LIQUIDATORS 7023839075 TO:3824803 P.1

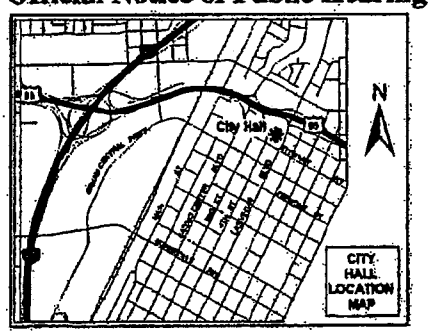
RECEIVED
CITY CLERK

2008 NOV 12 A 9:22

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16203210070
DAVID MEYER D & RACHEL
3172 S LINDELL RD
LAS VEGAS NV 89146-6927

11/13/2008 09:46 FAX 7027657663 PRS OF NEVADA 001

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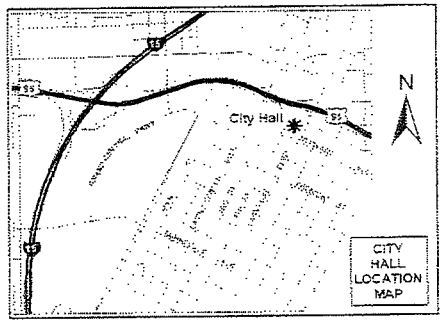
CITY CLERK

2008 NOV 13 A 9:19

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429

16203212002
HICKOX CASEY & MICHELLE
1312 HOUSSELS AVE
LAS VEGAS NV 89104-1429

11/13/2008 THU 10:19 [TX/RX NO 9337] 001

11/12/2008 WED 06:34 [TX/RX NO 9821] 001

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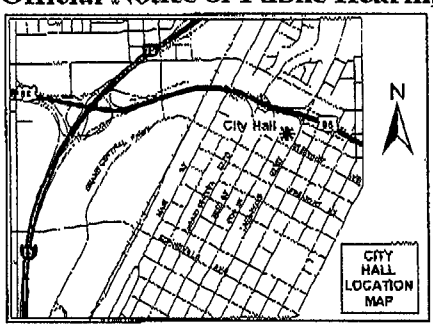
CITY CLERK

2008 NOV 12 A 9:23

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

Case: MSH-29429
16203210037
CASINO CENTER PROJECT L L C
%SILVACO MGT CO
302 F TOYON AVE #25[illegible]
SAN JOSE CA 95127-5[illegible]40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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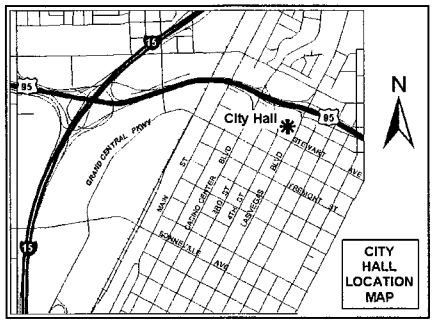
CITY CLERK

2008 NOV 17 A 11:32



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

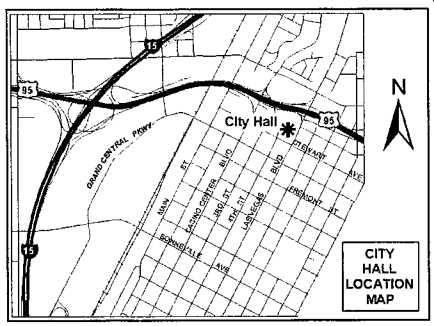
Case: MSH-29429
16204815034
TOLENTINO JOSE & CONCHITA F
6028 LILY ROCK DR
FONTANA CA 92336-4575

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2008 NOV 17 A 11:32



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

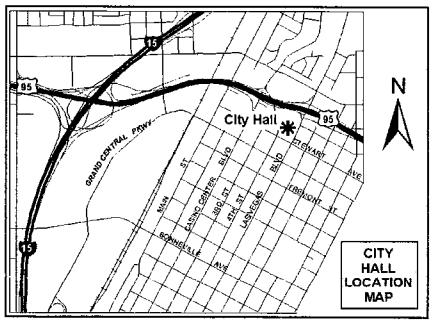
Case: MSH-29429
16203211025
MARTINEZ JAIME & MARIA
1322 REXFORD PL
LAS VEGAS NV 89104-1400

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2008 NOV 17 A 11:32



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Case: MSH-29429

16203212017
HERRERA MIGUEL
1612 HOUSSELS AVE
LAS VEGAS NV 89104-1431

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

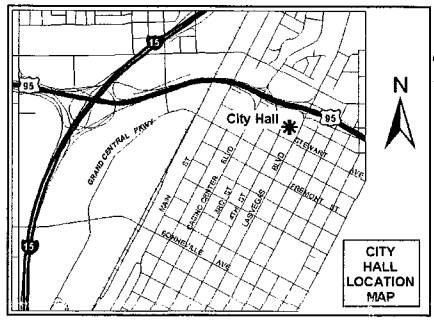
MSH-29429
City Council Meeting of 11/19/2008

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2008 NOV 17 A 11:32



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Case: MSH-29429

16203414004
WELLER HELEN LIVING TRUST
5533 SANDBURG AVE
SAN DIEGO CA 92122-4129

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

I SUPPORT IMPROVEMENTS WOULD BE AN AGAIN ANYTHING

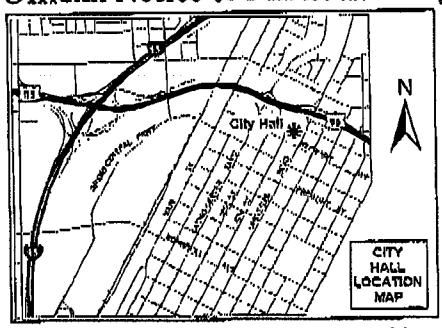
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2008 NOV 18 A 8:09

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

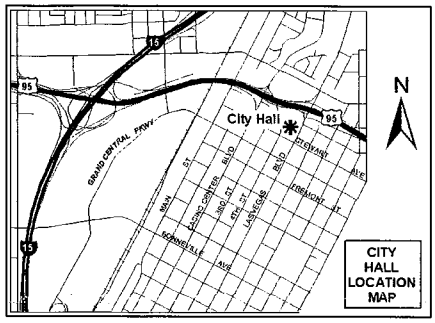
Case: MSH-29429

16203313014
NEVA NOREN L L C ETAL
3538 TORRANCE BLVD #146
TORRANCE CA 90503-4899

11/18/08 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

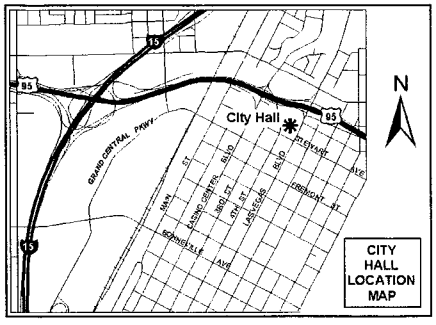
RECEIVED
CITY CLERK

2008 NOV 18 A 11:27

Case: MSH-29429
16204710012
GONZALEZ MIGUEL A
P O BOX 30036
LAS VEGAS NV 89173-0036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

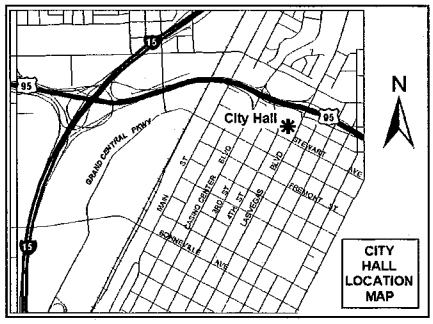
RECEIVED
CITY CLERK

2008 NOV 18 A 11:27

Case: MSH-29429
16204815393
WRIGHT JOHN J
15989 GRANDVIEW AVE
MONTE SERENO CA 95030-3117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK

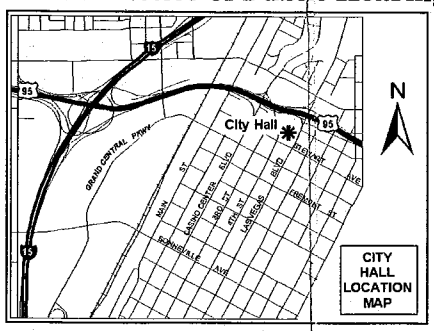
2008 NOV 18 A 11:27

Case: MSH-29429

16203414006
NANTAS PABLO B & SILVIA
1211 N COLE AVE
LOS ANGELES CA 90038-1503

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

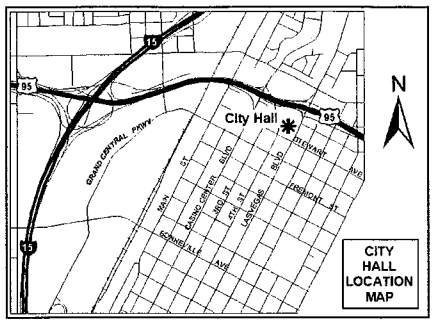
RECEIVED
CITY CLERK
2008 NOV 19 P 12:57

Case: MSH-29429
16203413042
BARNISKE JOHN JR
4116 BRIGHTHILL
LAS VEGAS NV 89121-6311

...offer final ag...
11/19/08 Item 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

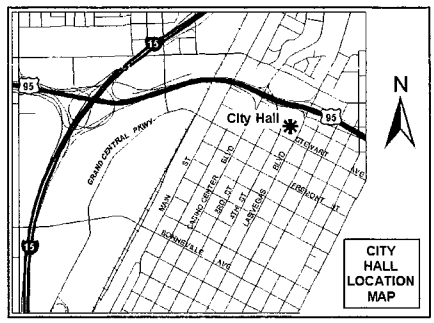
RECEIVED
CITY CLERK
2008 NOV 20 A 10:43

Case: MSH-29429

16203410005
FERNMAR 031 032 033 L L C
%R & F CALCATERRA
P O BOX 400
MENLO PARK CA 94026-0400

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK
2008 NOV 20 A 10:42

Case: MSH-29429

16203410006
CALCATERRA RICHARD L 1985 TRUST
P O BOX 400
MENLO PARK CA 94026-0400

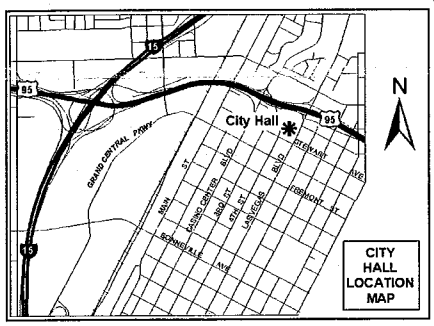
Submitted after City Council
Date 11/20/08 Item 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2008 NOV 25 P 3:50



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☐ I SUPPORT this Request

☒ I OPPOSE this Request if it causes financial burden on us.

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

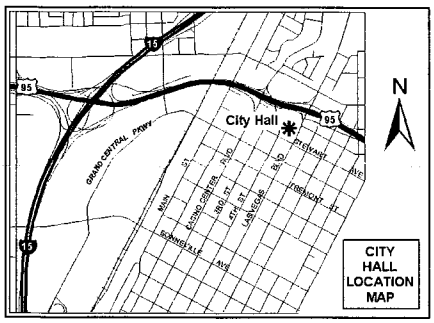
Case: MSH-29429

16204815269
CAMPIAO UMBAI
14848 NORFOLK CIR
MORENO VALLEY CA 92555-7064

Submitted after meeting
Date 11/24/08 Item 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

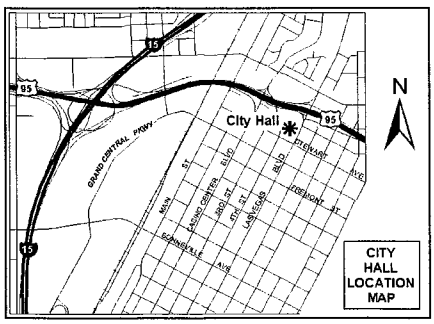
RECEIVED
CITY CLERK
2008 NOV 20 A 10:42

Case: MSH-29429

16204815207
MORALES LILIANA I
P O BOX 530114
MIAMI SHORES FL 33153-0114

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK
2008 NOV 20 A 10:42

Case: MSH-29429

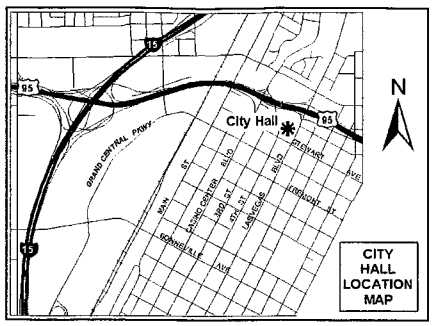
16203212008
GRATRIX SEAN G & RITZIE A
1416 HOUSSELS AVE
LAS VEGAS NV 89104-1444

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2008 NOV 25 A 10:56



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

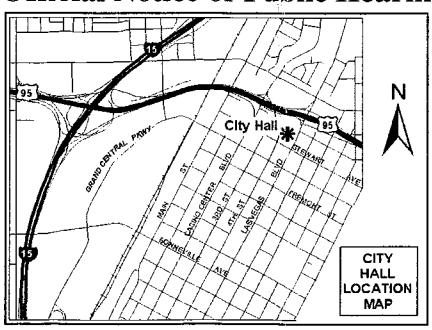
City Council Meeting of 11/19/2008

Case: MSH-29429

16204815193
RAMIREZ JOSE
12578 FALLING RIVER CT
MIRA LOMA CA 91752-3419

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

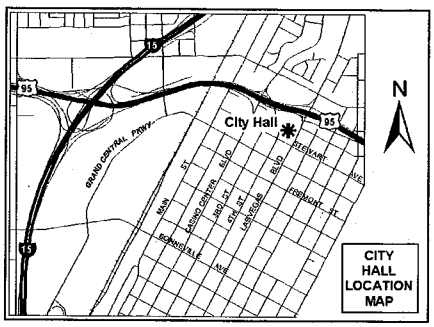
City Council Meeting of 11/19/2008

Case: MSH-29429

16204815117
RAMIREZ JOSE RUBEN & BLANCA
12578 FALLING RIVER
MIRA LOMA CA 91752-3419

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK
2008 NOV 21 A 11:49

Case: MSH-29429

16203414041
CASTILLO-CALDERON FRANCISCO
2104 SANTA PAULA DR
LAS VEGAS NV 89104-2628

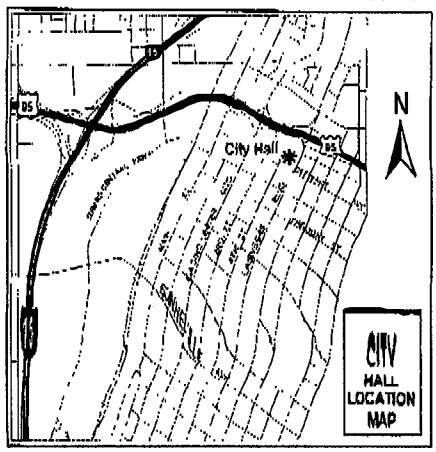
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2008 NOV 21 A 8:06

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

~~MSH-29429~~

City Council Meeting of 11/19/2008

Case: MSH-29429

16203213032
ONE + ONE FOUNDATION INC
1506 5TH PL
LAS VEGAS NV 89104-1421

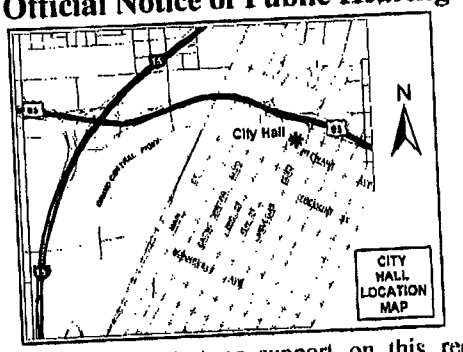
Submitted after City Council
Date 11/21/08 Item 105

Display Fixtures
(L.A. Liquidator Equipment Co.)
807 W. Washington Blvd. Los Angeles, CA
(213) 747-4800, 747-

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK
2008 DEC -4 P 2:14

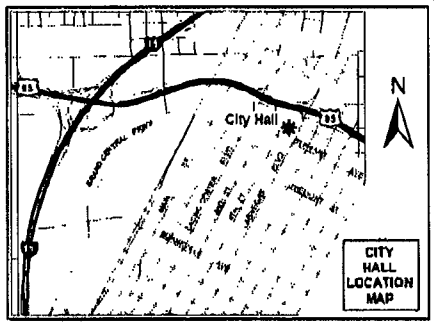
Case: MSH-29429

16203210034
PARK JENNIFER E
10171 BRILEY WY
VILLA PARK CA 92861-4239

Submitted after meeting
Date 12/4/08 Item 105

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
City Council Meeting of 11/19/2008

RECEIVED
CITY CLERK
2008 DEC -4 P 1:4

Case: MSH-29429

16203210034
PARK JENNIFER E
10171 BRILEY WY
VILLA PARK CA 92861-4239

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

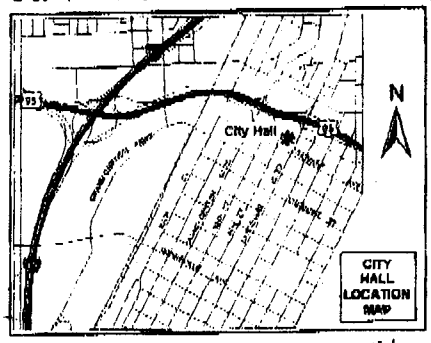
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 OCT 10 2008
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

Case: MSH-29429
16204813053
ROGERS M TRUST
P O BOX 80300
LAS VEGAS NV 89180-0300

RECEIVED
OCT 20 2008

4BP

002

10/23/2008 08:39 FAX

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

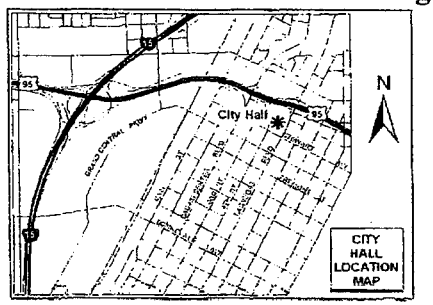
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004238954 OCT 10 2008
MAILED FROM ZIPCODE 89101

Steve

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

Case: MSH-29429

16204807004
SAHARA INVESTMENTS L L C
9710 W TROPICANA #100
LAS VEGAS NV 89147-7260

RECEIVED OCT 23 2008

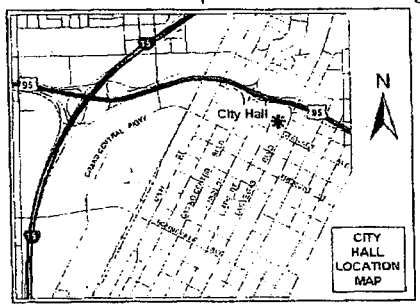
89147

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 OCT 10 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
Planning Commission Meeting of 10/23/2008

If the City wants to promote World Class Resort Development along Las Vegas Blvd, N. of Sahara, then the City must plan for infrastructure to support such development. This proposal is a step in the right direction.

Case: MSH-29429
16204815356
ALLURE 3402 L L C
200 W SAHARA AVE #3402
LAS VEGAS NV 89102-5090

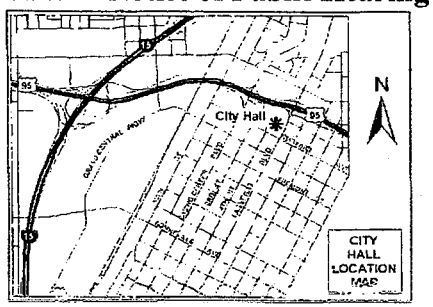
HAVDS11 89102

RECEIVED
OCT 23 2008

48A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 OCT 10 2008
MAILED FROM ZIP CODE 89101

Steve

Case: MSH-29429
16204807004
SAHARA INVESTMENTS L L C
9710 W TROPICANA #100
LAS VEGAS NV 89147-7260

HAVDS11 89147

RECEIVED
OCT 23 2008

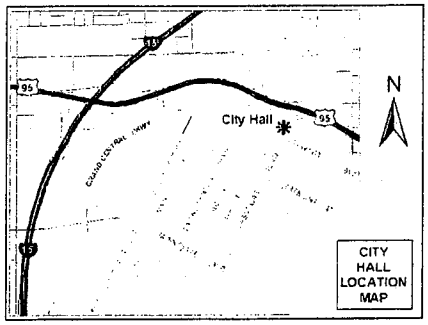
48A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.39

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
Planning Commission Meeting of 10/23/2008

Case: MSH-29429
16203413041
DIAZ REYNALDO E & VICTORIA S
2100 SANTA CLARA DR
LAS VEGAS NV 89104-2615

RECEIVED
OCT 20 2008

48A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004208854 OCT 10 2008
MAILED FROM ZIP CODE 89101

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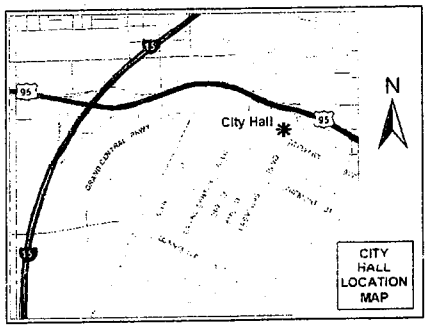

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Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

Case: MSH-29429
16203311002
BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

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TOTAL P.001

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Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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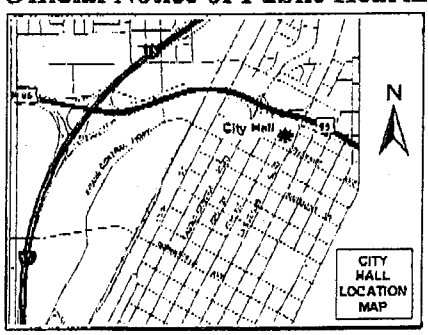

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MSH-29429
Planning Commission Meeting of 10/23/2008

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OCT 21 2008

Case: MSH-29429
16204815261
WANG STEVEN S & MILLIE
405 GENOA ST #2
ARCADIA CA 91006-3955

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OCT-22-2008 07:53 FROM LA CO SHERIFF TO 17023857268 P.001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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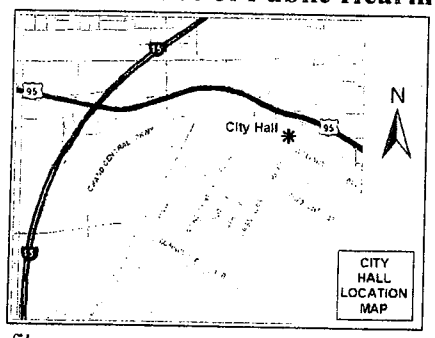

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

Case: MSH-29429

16204815324
FARIDIAN BEHROOZ
1521 LIVONIA AVE
LOS ANGELES CA 90035-4201

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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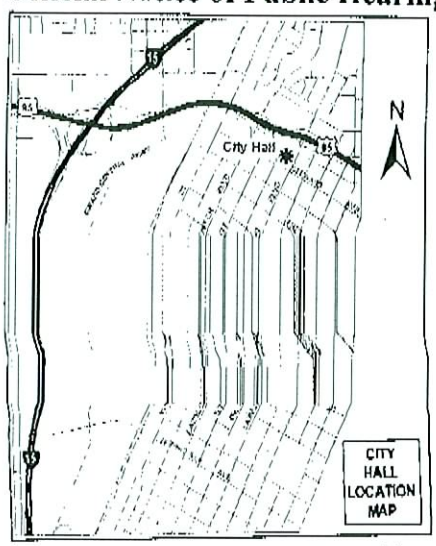
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429
Planning Commission Meeting of 10/23/2008

Case: MSH-29429
16203213032
ONE + ONE FOUNDATION INC
1506 5TH PL
LAS VEGAS NV 89104-1421

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OCT 15 2008

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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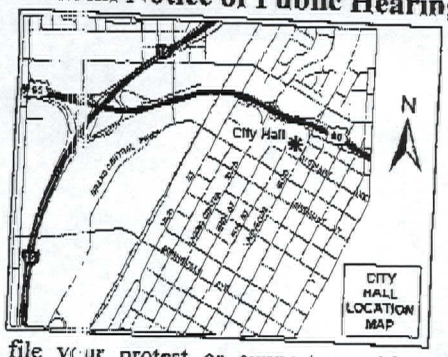
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

16203210037 Case: MSH-29429
CASINO CENTER PROJECT L L C
%SILVACO MGT CO
302 F TOYON AVE #254
SAN JOSE CA 95127-5440

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OCT 16 2008

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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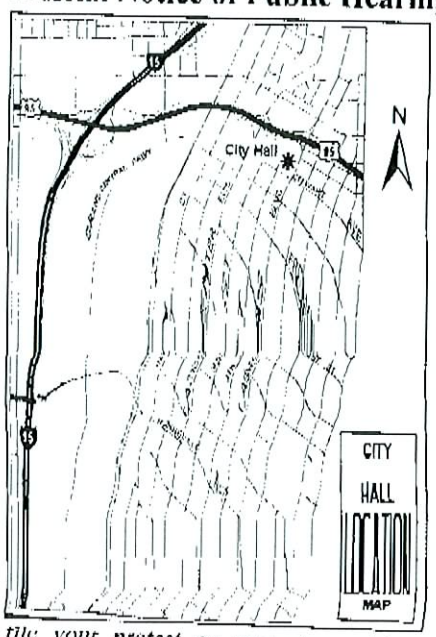

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

Case: MSH-29429

16203212011
CORY SHARON
1508 HOUSSELS AVE
LAS VEGAS NV 89104-1433

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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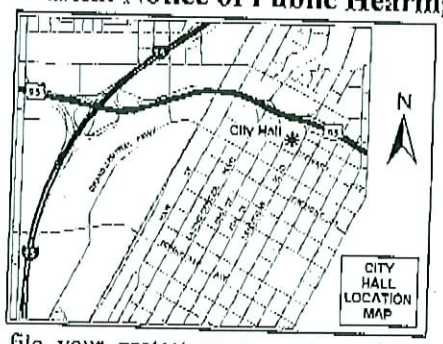

a big yes

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29429

Planning Commission Meeting of 10/23/2008

16203311006 Case: MSH-29429
GOMEZ MAYNOR A
1720 SANTA PAULA DR
LAS VEGAS NV 89104-2404

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OCT 13 2008

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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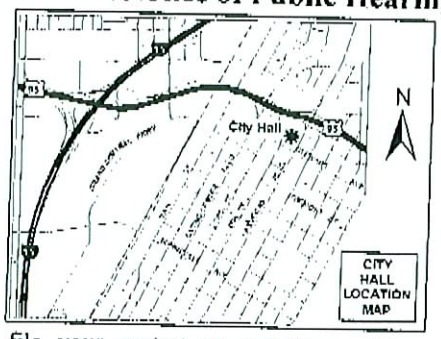

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OCT 15 2008

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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Case: MSH-29429

16203210042
NELSON FAMILY TRUST
5030 ALTA CANYADA
LA CANADA CA 91011-1735

MSH-29429
Planning Commission Meeting of 10/23/2008

48A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIPCODE 89101

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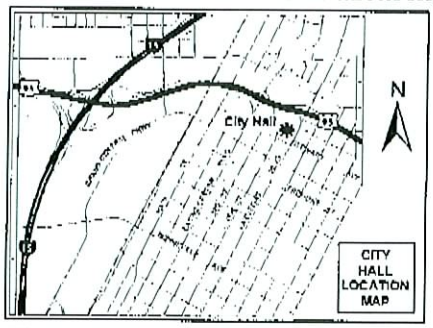

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OCT 15 2008

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: MSH-29429

16203210045
NELSON FAMILY TRUST
5030 ALTA CANYADA RD
LA CANADA CA 91011-1735

MSH-29429
Planning Commission Meeting of 10/23/2008

48A

Brownstein | Hyatt
Farber | Schreck

October 23, 2008

Rebecca L. Kinney
Attorney at Law
702.464.7052 tel
702.382.8135 fax
rkinney@bhfs.com

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RE: MSH-29429-Request to Amend the Mater Plan of Streets and Highways to Widen Las Vegas Boulevard Between 4th Street and Sahara Avenue

To Whom it May Concern:

We represent Stratosphere LLC, the owner and operator of the property located at 2000 Las Vegas Boulevard (the "Property"). We recently received notice of the request to amend the Master Plan of Streets and Highways (the "MPSH") to widen Las Vegas Boulevard between 4th Street and Sahara Avenue from a 100 foot right-of-way to a 120 foot right-of-way (the "Request").

Based on the information that we have received from the City, it is difficult for Stratosphere LLC to determine the impact of the Request on the Property. In order to adequately evaluate the impact of the Request, we believe that it is necessary for the City to present concrete plans and timelines for development of the additional right-of-way. We are concerned that by including the additional right-of-way in the MPSH, the City may be able to require dedication of such right-of-way upon future development or redevelopment of the Property without adequate justification or compensation. Such a "piecemeal" dedication requirement could leave the right-of-way in an undeveloped state for many years (or permanently) while the City waits for each and every property owner to present redevelopment plans and then require dedication. In the alternative, if the City has concrete plans for development of the additional right-of-way, then the owners of the property in this area of Las Vegas Boulevard should have the opportunity to evaluate such plans and be compensated for the additional right-of-way in the event that the City decides to move forward with said plans.

Without concrete development plans (and an ability for property owners and other interested parties to evaluate and comment on such plans), it is unclear whether an increased right-of-way is necessary or justifiable with respect to the Property. Therefore, our client respectfully requests that the Planning Commission deny the Request until such time as the appropriate justification (including studies and plans) can be developed and vetted through the public process.

Sincerely,

Rebecca L. Kinney

Rebecca L. Kinney

Submitted at Planning Commission

Date 10/23/08 Item 48

Rebecca L. Kinney
Attorney at Law
702.464.7052 tel
702.382.8135 fax
rkinney@bhfs.com

October 23, 2008

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RE: MSH-29429-Request to Amend the Mater Plan of Streets and Highways to Widen Las Vegas Boulevard Between 4th Street and Sahara Avenue

To Whom it May Concern:

We represent St. Louis Square, Inc. ("St. Louis Square"), a wholly owned subsidiary of the Las Vegas Hotel Employees and Restaurant Employees International Union Welfare Plan (the "Culinary Fund"), the owner and operator of the property located at 1901 Las Vegas Boulevard (the "Property"). We recently received notice of the request to amend the Master Plan of Streets and Highways (the "MPSH") to widen Las Vegas Boulevard between 4th Street and Sahara Avenue from a 100 foot right-of-way to a 120 foot right-of-way (the "Request").

Based on the information that we have received from the City, it is difficult for St. Louis Square to determine the impact of the Request on the Property. In order to adequately evaluate the impact of the Request, we believe that it is necessary for the City to present concrete plans and timelines for development of the additional right-of-way. We are concerned that by including the additional right-of-way in the MPSH, the City may be able to require dedication of such right-of-way upon future development or redevelopment of the Property without adequate justification or compensation. Such a "piecemeal" dedication requirement could leave the right-of-way in an undeveloped state for many years (or permanently) while the City waits for each and every property owner to present redevelopment plans and then require dedication. In the alternative, if the City has concrete plans for development of the additional right-of-way, then the owners of the property in this area of Las Vegas Boulevard should have the opportunity to evaluate such plans and be compensated for the additional right-of-way in the event that the City decides to move forward with said plans.

Without concrete development plans (and an ability for property owners and other interested parties to evaluate and comment on such plans), it is unclear whether an increased right-of-way is necessary or justifiable with respect to the Property. Therefore, our client respectfully requests that the Planning Commission deny the Request until such time as the appropriate justification (including studies and plans) can be developed and vetted through the public process.

Sincerely,

Rebecca L. Kinney

Rebecca L. Kinney

The Property Group
Commercial and Residential
Property Management

October 23, 2008

VIA HAND DELIVERY AND FAX # 474-7463

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RE: MSH-29429 – Request to Amend the Master Plan of Streets and Highways to widen Las Vegas Blvd between 4th Street and Sahara Avenue

To Whom it May Concern;

Please be advised that as owners of the property located at 1600 and 1616 Las Vegas Blvd South we are opposed to item # MSH-29429 in the taking of ten feet of our frontage. For you to do this will basically eliminate all of our parking and put us out of business.

As such we respectfully request the Planning Commission deny this request until such time as the appropriate justification (including studies and plans) is developed and a compensation package can be offered.

Respectfully,

Robyne Brooks
Nevada Brooks Cook

3286 Brentwood Street • Las Vegas, Nevada 89121
(702) 737-0190 • Fax (702) 458-8116

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

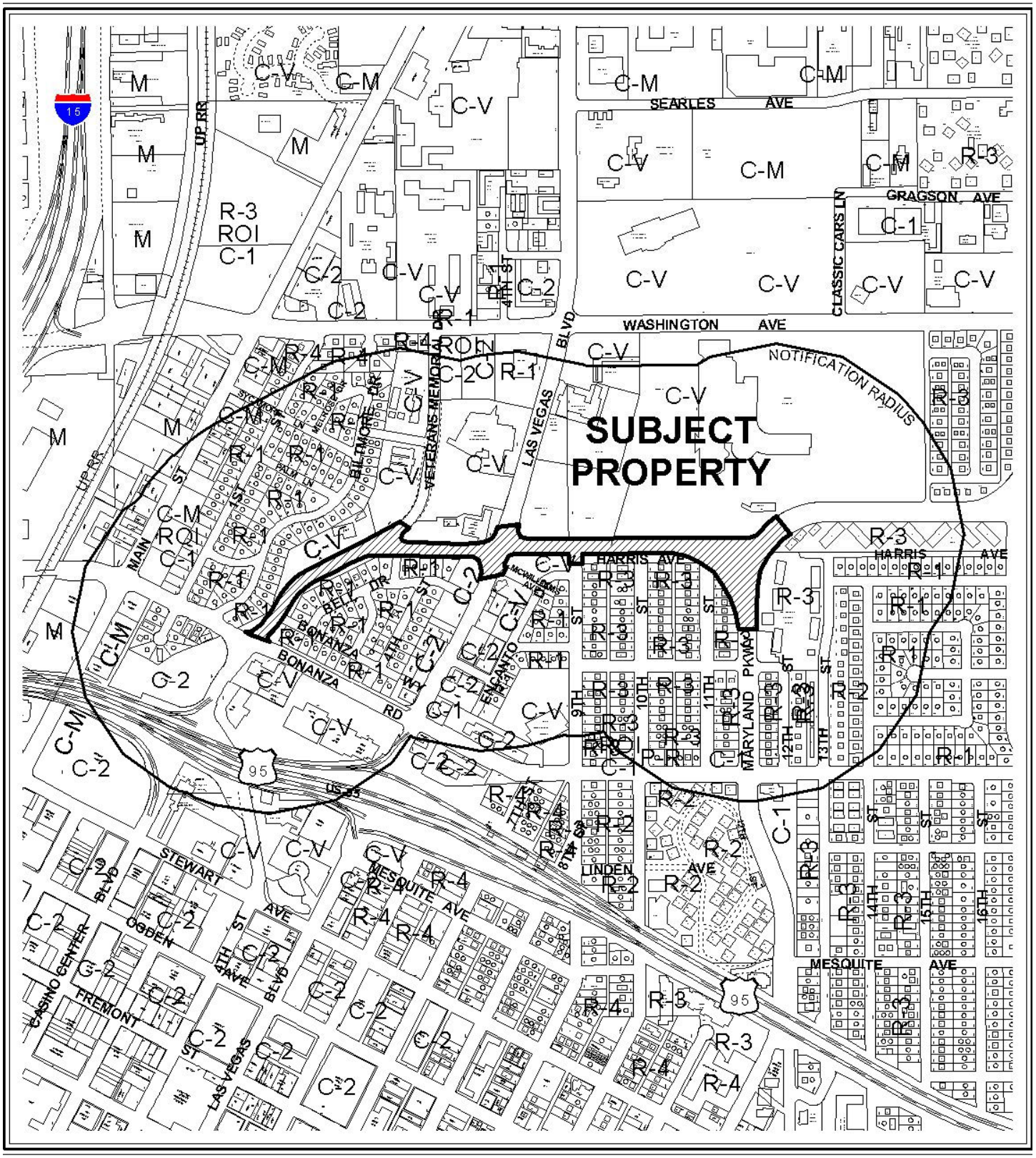
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
MSH-29859 – ABEYANCE ITEM - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to Amend the Master Plan of Streets and Highways FOR A PROPOSED 82-FOOT WIDE COLLECTOR TO SERVE AS AN EAST AND WEST CONNECTION BETWEEN VETERAN'S MEMORIAL PARKWAY AND MARYLAND PARKWAY NORTH OF HARRIS AVENUE AND ADD VETERAN'S MEMORIAL DRIVE AS AN 80-FOOT COLLECTOR BETWEEN BONANZA ROAD AND THE PROPOSED NEW COLLECTOR STREET, Ward 5 (Barlow). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (5-0-2 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Support/Protest Postcards submitted for the 11-19-2008 City Council Meeting
6. Backup Referenced from the 10-23-2008 Planning Commission Meeting Item 49



CASE: **MSH-29859**

RADIUS: 1000 FT

0 600 1200 Feet

CASE: **MSH-29859**

RADIUS: 1000 FT

0 600 1200 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: MSH-29859 - OWNER/APPLICANT: CITY OF LAS VEGAS

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 19, 2008 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

The Planning Commission (5-0-2/bg/rt vote) and staff recommend APPROVAL, subject to:

Public Works

1. City Staff is empowered to modify this application, if necessary, for technical concerns or other related review actions provided current City of Las Vegas requirements are still complied with and the intent of the submitted Master Plan of Streets and Highways is satisfied.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Master Plan of Streets and Highways for a proposed 82-foot wide Collector to serve as an east and west connection between Veteran's Memorial Parkway and Maryland Parkway north of Harris Avenue and add Veteran's Memorial Drive as an 80-foot Collector between Bonanza Road and the proposed new Collector Street. The additional roadways and right-of-way widths are in response to the proposed 5th Street Super Arterial located in the City of North Las Vegas. The additional roadways and right-of-way widths will mitigate traffic volumes along Las Vegas Boulevard. Also, the new roadway will create additional connectivity for the Bus Rapid Transit (BRT) route from Downtown area to Las Vegas Boulevard. This will be accomplished, by the construction of the proposed Cultural Vista Parkway and proposed expansion of Veteran's Memorial Parkway.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/21/02	City Council accepted ownership and maintenance of Las Vegas Boulevard from the State of Nevada Department of Transportation.
10/23/08	The Planning Commission voted 5-0-2/bg/rt to recommend APPROVAL (PC Agenda Item #49/bts).
Related Building Permits/Business Licenses	
There are no building permits or business licenses related to this action.	
Pre-Application Meeting	
A pre-application meeting was not required with this request.	
Neighborhood Meeting	
09/17/08	A community meeting was held with six people in attendance. There was some concern regarding the new BRT route going down Veteran's Memorial Drive but no one voiced opposition to the new street.

Field Check	
08/18/08	The field check indicated the proposed location of the 82-foot Collector, which is indicated as Cultural Vista Parkway; and the proposed 80-foot designation for Veteran's Memorial Parkway.

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200-foot)	X		Y*
Las Vegas Boulevard Scenic Byway Overlay District	X		Y**
Downtown North Land Use Plan	X		Y***
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	NA

***Airport Overlay** – The subject site is within the North Las Vegas Airport Overlay (200-foot) District. The proposed amendment to the Master Plan of Streets and Highways will not affect the Airport Overlay District.

****Las Vegas Boulevard Scenic Byway Overlay District** - The subject site is within the Las Vegas Boulevard Scenic Byway Overlay District. There are no proposed signs as a part of the subject application.

*****Downtown North Land Use Plan –** The subject site is located within the boundaries of the Downtown North Land Use Plan area.

ANALYSIS

The applicant proposes to amend the Master Plan of Streets and Highways to add Veteran's Memorial Parkway as an 80-foot wide Collector between Bonanza Road and the Harris Street alignment and for a proposed 82-foot wide Collector to serve as an east and west connection between Veteran's Memorial Parkway and Maryland Parkway just north of Harris Avenue. The additional roadways and right-of-way width are needed due to the proposed 5th Street Super Arterial, which will be located in the City of North Las Vegas. The additional roadways and right-of-way width will mitigate traffic volumes along Las Vegas Boulevard. Also, the new roadway will create additional connectivity for the Bus Rapid Transit (BRT) route from the Downtown area to Las Vegas Boulevard. This will be accomplished, by the construction of the proposed Cultural Vista Parkway and proposed expansion of Veteran's Memorial Parkway.

Reclassification of Right-Of-Way		
Current Classification	**Proposed Classification**	**Staff Recommendation**
Veteran's Memorial Drive Local Collector (60-foot)	Veteran's Memorial Drive Secondary Collector (80-foot)	Approval
Undeveloped Street	Cultural Vista Parkway Secondary Collector (82-foot)	Approval

ASSEMBLY DISTRICT 6

SENATE DISTRICT 10

NOTICES MAILED 410 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MSH-29859** APN: Various

Name of Property Owner: City of Las Vegas

Name of Applicant: Greg McDermott

Name of Representative: Same as above

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Greg McDermott

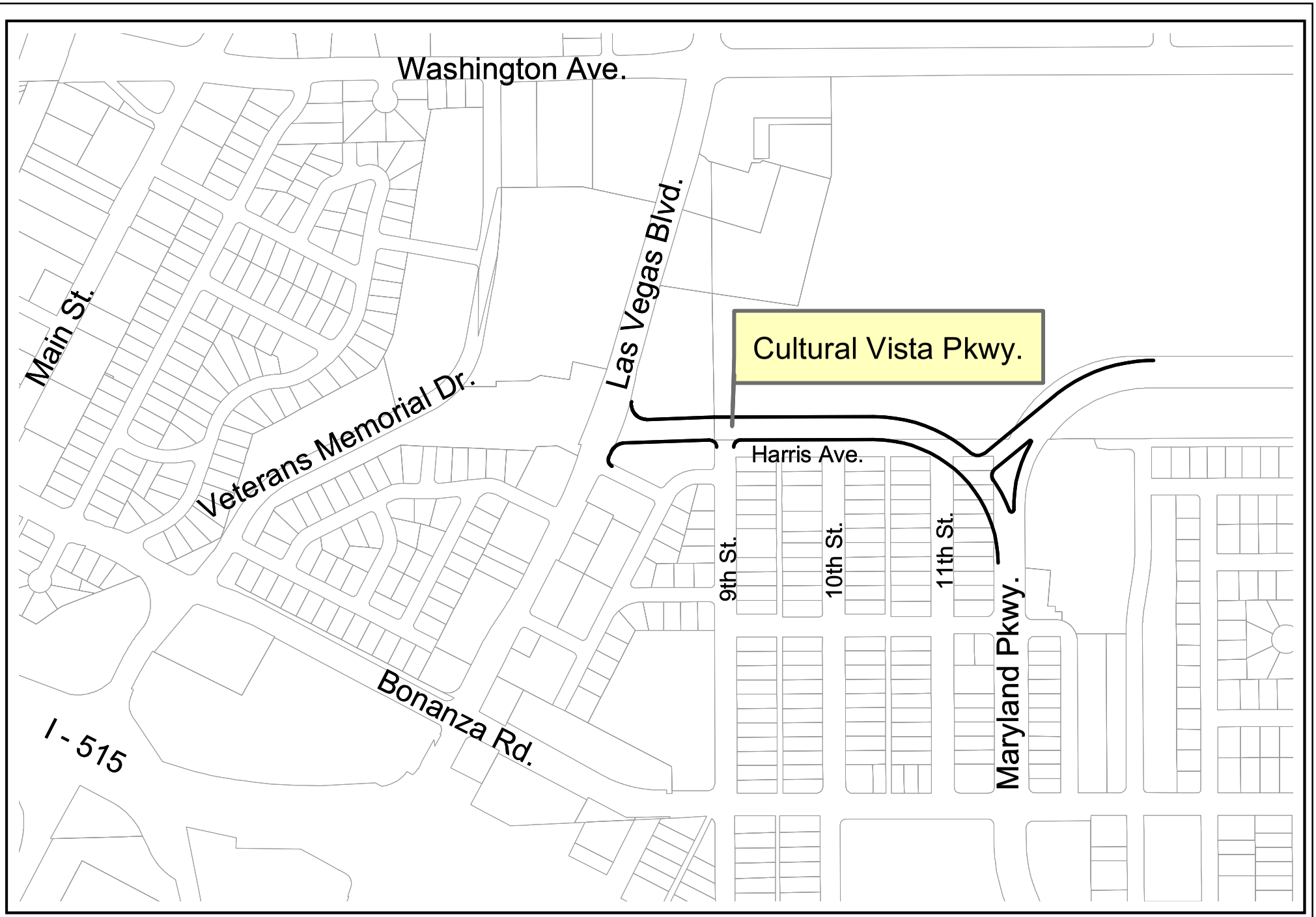
Subscribed and sworn before me

This 8th day of September, 20 08

Kevin Cerny

Notary Public in and for said County and State

KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012



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Radius: Special

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PRELIMINARY - CONCEPTUAL ONLY - SUBJECT TO CHANGE
DECEMBER 2008

LAS VEGAS BOULEVARD NORTH CORRIDOR STUDY

PROPOSED CULTURAL VISTA PARKWAY

PROPOSED ROADWAY IMPROVEMENTS
PROPOSED PEDESTRIAN IMPROVEMENTS
EXISTING PARCEL LINES

N

50 0 100 200

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

September 8, 2008

Doug Rankin
Manager, Current Planning
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – LAS VEGAS BOULEVARD NORTH

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways to create a new roadway connection called Cultural Vista Parkway between Veteran's Memorial Parkway and Maryland Parkway. The new roadway right-of-way will be 82-feet wide and is located just north of the Harris Avenue alignment. The new roadway was developed during a Roadway Planning Charrette that was held August 2007. This new roadway will create additional connectivity in and out of the Downtown area and allow for Bus Rapid Transit (BRT) from the Downtown to Las Vegas Boulevard. Cultural Vista Parkway will connect with Las Vegas Boulevard at roughly the same location as the existing south entrance into Cashman Field, see attached exhibit.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Greg McDermott
Engineering Project Manager
Public Works

cc:
Jorge Cervantes, P.E. – Director, Public Works
Bart Anderson, P.E. – Project Manager, Public Works

RECEIVED
SEP 08 2008

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Larry Brown, Ward 4
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5

City Manager
Douglas A. Selby

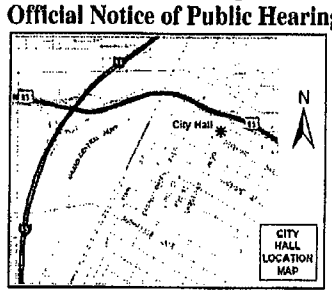
Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

...ITY CLERK

2008 NOV 10 P 4:16

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



Barr-

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859

City Council Meeting of 11/19/2008

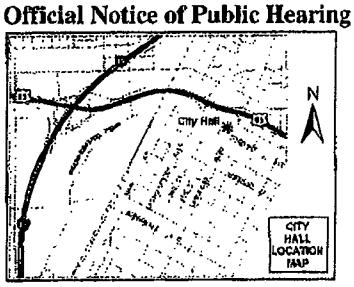
Case: MSH-29859
13927712055
BJELICIC MANOJLE & VERA
8121 WYATT RD
BROADVIEW HEIGHTS OH 44147-1343

RECEIVED
CITY CLERK

2008 NOV 10 A 8:08

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

MSH-29859
City Council Meeting of 11/19/2008

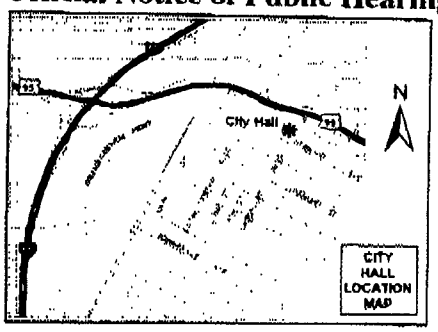
Case: MSH-29859
13927711016
SEVON L L C
2394 MILLCROFT DR
HENDERSON NV 89074-5947

A G Blank
MANAGER, SEVON LLC

11/10/2008 MON 11:21 [TX/RX NO 9302] 002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859

City Council Meeting of 11/19/2008

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CITY CLERK
2008 NOV 10 P 2:33

Case: MSH-29859

13926410094
RITZ SHIRLEY TRUST AGREEMENT
3510 KATMAI DR
LAS VEGAS NV 89122-4026

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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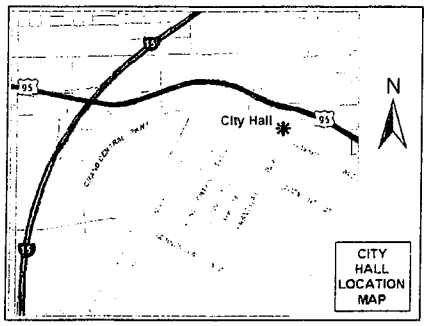
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

IT SHOULD GO ON THE NORTH SIDE OF REED WHIPPLE BUILDING

Please use available blank space on card for your comments.

Case: MSH-29859

13927811038
ROMANO DANIEL ALLEN
733 N 10TH ST
LAS VEGAS NV 89101-2503

MSH-29859
Planning Commission Meeting of 10/23/2008

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OCT 20 2008

498

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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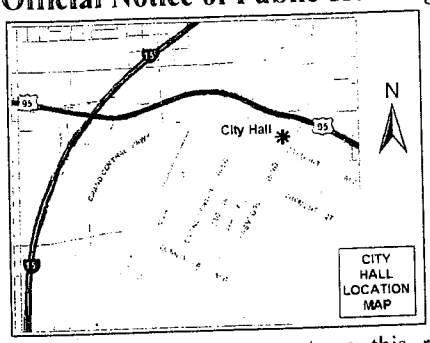
UNITED STATES POSTAGE FIRST-CLASS
02 1M $ 00.39⁴
0004239334 OCT 16 2008
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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Case: MSH-29859

13926410039
ROMANO DANIEL A
733 N 10TH ST
LAS VEGAS NV 89101-2503

☐ I SUPPORT this Request

☒ I OPPOSE this Request

ITS A GOOD IDEA, BUT, WE SHOULD WAIT TILL CASHMAN'S FATE IS DETERMINED IN 2010! ETC. . . .

Please use available blank space on card for your comments.

MSH-29859

Planning Commission Meeting of 10/23/2008

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OCT 20 2008

49P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89

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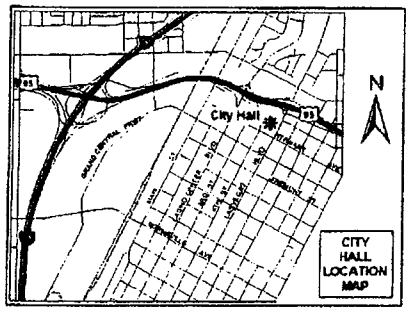

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859

Planning Commission Meeting of 10/23/2008

Case: MSH-29859

13927712059
CHRISTIANSON LOUIS
%S DAY REALTY INC
5460 S EASTERN AVE
LAS VEGAS NV 89119-2313

HAYDEN 89119

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OCT 21 2008

49P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
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MAILED FROM ZIP CODE 89101

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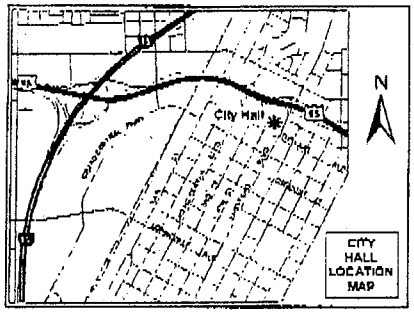

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859
Planning Commission Meeting of 10/23/2008

1. TOO MUCH TRAFFIC
2. LOWERS PROPERTY VALUES

Case: MSH-29859
13927811009
LACA MARILEE
4928 HIGHLAND VIEW
LOS ANGELES CA 90041-2013

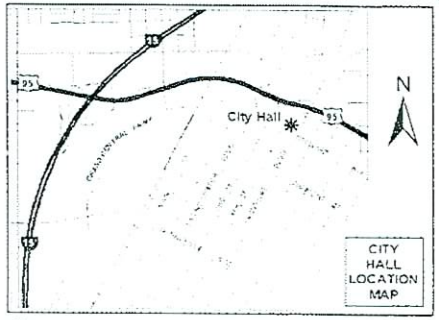
RECEIVED
OCT 23 2008

49P

Oct 13 08 12:46p Mieczvslaw Laskowski 7028971245 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859

Planning Commission Meeting of 10/23/2008

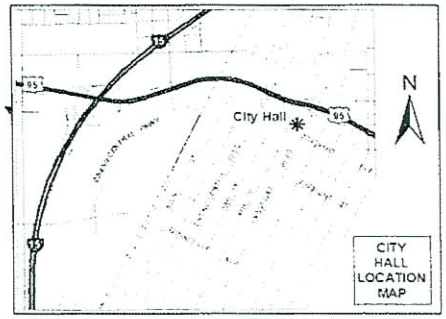
Case: MSH-29859
13926410013
LASKOWSKI MIECZYSLAW & DANUTA B
8218 WILDFIRE ST
LAS VEGAS NV 89123-0923

RECEIVED
OCT 13 2008

4/4

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MSH-29859

Planning Commission Meeting of 10/23/2008

13926410011 Case: MSH-29859
LASKOWSKI DANUTA B
8218 WILDFIRE ST
LAS VEGAS NV 89123-0923

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OCT 13 2008

464

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ZON-31439 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: USA - Request for a Rezoning FROM: U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] AND U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) ZONE TO: C-V (CIVIC) AND PD (PLANNED DEVELOPMENT) on 257.12 acres at the northeast corner of Alexander Road and Vegas Vista Trail (APNs 137-01-501-001, 137-01-701-005, 137-01-801-009 and 010), Ward 4 (Steinman). The Planning Commission (6-0 vote) and staff recommend APPROVAL

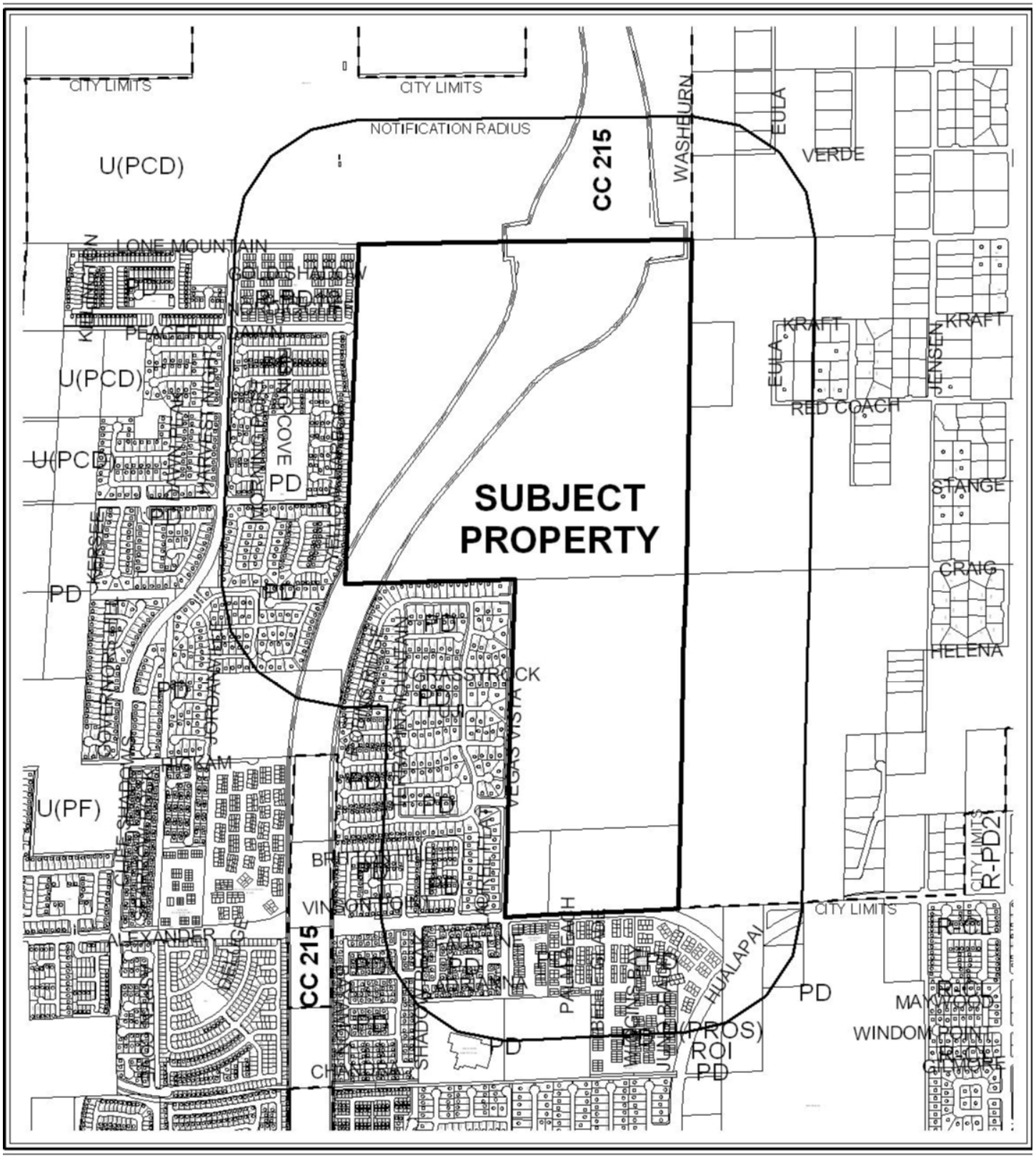
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards



CASE: **ZON-31439**

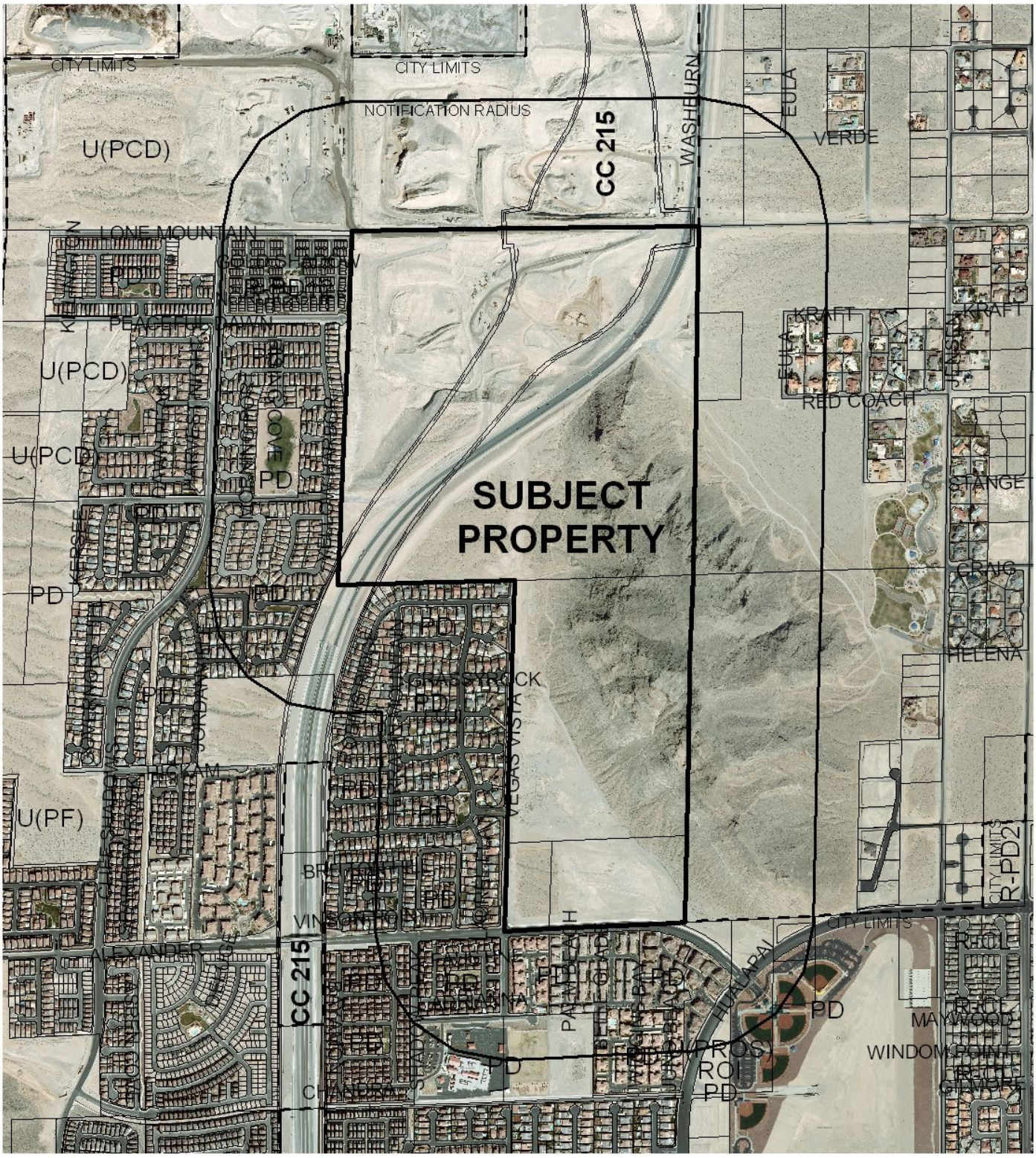
RADIUS: 1000 FT

0 1000 2000 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION & U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) ZONE

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC) ZONE AND PD (PLANNED DEVELOPMENT) ZONE

N


CITY LIMITS
CITY LIMITS
NOTIFICATION RADIUS
CC 215
WASHBURN
EULA
VERDE
U(PCD)
LONE MOUNTAIN
PEACEFUL DAWN
U(PCD)
U(PCD)
PD
SUBJECT PROPERTY
KRAFT
KRAFT
RED COACH
STANGE
CRAIG
HELENA
GRASS ROCK
VEGAS VISTA
U(PF)
VINSON
ALEXANDER
CC 215
CHANDRA
HUALAPAI
MAYWOOD
WINDOM POINT
CITY LIMITS
R-PD2
R-PD5
R-PD7
R-PD8
R-PD12
R-PD15
R-PD21
R-PD22
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R-PD1640
R-PD1680

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: BUREAU OF LAND MANAGEMENT

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from U (Undeveloped) zone [PR-OS (Parks/Recreation/Open Space) General Plan designation] and U (Undeveloped) zone [PR-OS (Parks/Recreation/Open Space) General Plan designation] under Resolution of Intent to PD (Planned Development) to C-V (Civic) and PD (Planned Development) on 257.12 acres at the northeast corner of Alexander Road and Vegas Vista Trail. The proposed Rezoning will allow for use by Clark County, and is currently planned for Lone Mountain Park; therefore, staff recommends approval of the Rezoning request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/23/97	The City Council approved a Rezoning (Z-0033-97) under Resolution of Intent to PD (Planned Development) zone as part of a larger request for property generally located on the north side of Cheyenne Avenue, east and west of Hualapai Way. The Planning Commission recommended approval.
08/22/02	The City Council approved a request to Amend the Master Plan of Streets and Highways (MSH-0003-02) to designate Lone Mountain Road as an 80-foot wide Secondary Collector Roadway from the Western Beltway to the Westernmost City Limit. Planning Commission recommended approval.
08/20/04	Code Enforcement processed a complaint (#20547) regarding noise and hours of operation at an adjacent gravel pit for APN 137-01-501-001. The case was resolved on 08/27/04.
09/09/05	Code Enforcement processed a complaint (#34402) for dumping and debris for APN 137-01-501-001. The case was resolved on 11/10/05.
10/10/05	Code Enforcement processed a complaint (#35234) for dumping and debris for APN 137-01-801-009. The case was resolved on 10/12/05.
04/07/08	Code Enforcement processed a complaint (#64199) for storage of a semi-truck on vacant land at APN 137-01-801-009. The case was resolved on 04/10/08
01/26/05	Code Enforcement processed a complaint (#25494) for dumping and debris for APN 137-01-801-010. The case was resolved on 02/09/05.
04/08/05	Code Enforcement processed a complaint (#28425) for dumping and debris for APN 137-01-801-010. The case was resolved on 06/06/05.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #7/sg).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with the subject site.	

Pre-Application Meeting
A pre-application meeting was not required as this application has been initiated by the City of Las Vegas.
Neighborhood Meeting
A neighborhood meeting was neither required nor held for this request.

Field Check	
11/06/08	A field check was conducted by staff, and the subject site was noted to be vacant and undeveloped.

Details of Application Request	
Site Area	
Gross Acres	257.12

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Vacant	PR-OS (Parks, Recreation, Open Space)	U (Undeveloped) zone [PR-OS (Parks/Recreation/Open Space) General Plan designation], U (Undeveloped) zone [PR-OS (Parks/Recreation/Open Space) General Plan designation] [P (Park/School/Recreation/Open Space) Lone Mountain Special Land Use designation] and U (Undeveloped) zone [PR-OS (Parks/Recreation/Open Space) General Plan designation] under Resolution of Intent to PD (Planned Development) [P (Park/School/Recreation/Open Space) Lone Mountain Special Land Use Designation]

North	Vacant	PCD (Planned Community Development) and R (Rural Density Residential)	U (Undeveloped) zone [PCD (Planned Community Development) General Plan Designation] and U (Undeveloped) zone [R (Rural Density Residential) General Plan Designation]
South	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)
East	Vacant	PF – CC (Public Facilities – Clark County)	R-E [Clark County]
			P-F [Clark County]
		R (Rural Density Residential)	P-F [Clark County]
West	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)
	Single-Family Residences	MLA (Medium Low Density Residential)	R-PD12 (Residential Planned Development - 12 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Lone Mountain	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	
Trails	X		N/A*
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**This application is for Rezoning only; the required trails associated with the subject site will be addressed in a future Site Development Plan Review.*

DEVELOPMENT STANDARDS

The minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a Rezoning application or administratively in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

The minimum development standards for property in the PD (Planned Development) district are established by the approval of a Master Development Plan and Development Standards; a future Site Development Plan Review will be required to meet the minimum development standards of the Lone Mountain Master Plan for those parcels within the plan area.

ANALYSIS

This is a request for Rezoning from U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan designation] and U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan designation] under Resolution of Intent to PD (Planned Development) to C-V (Civic) and PD (Planned Development) for a subject site consisting of four parcels totaling approximately 257 acres, and will allow for use by Clark County, currently planned for Lone Mountain Park. Staff is recommending approval of the request.

The two northern parcels of the subject site, or approximately 235 acres, are being brought forward to be rezoned to the C-V (Civic) zoning district. The C-V (Civic) district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, this district may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan designation.

The two southern parcels of the subject site, or approximately 22 acres, are being brought forward to be rezoned to the PD (Planned Development) zoning district, as they are located within the established boundaries of the Lone Mountain Master Plan area. The PD (Planned Development) zoning district is intended to be a flexible district which may be applied to individual properties, larger planning areas or areas with multiple properties for redevelopment, economic development and cultural enrichment. It is further intended to encourage the conservation of open space, promote creative siting arrangements, preserve prominent natural features and provide for development which enhances neighborhood areas. The PD (Planned Development) district is the zoning mechanism for implementing the Lone Mountain Master Development Plan. The two parcels have a Lone Mountain Land Use designation of P (Park/Recreation/School/Open Space), which allows for publicly dedicated open space uses, including parks, and which are compatible with the PR-OS (Parks/Recreation/Open Space) General Plan designation.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-V (Civic) district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan designation. The PD (Planned Development) zoning district is appropriate for property located within the boundaries of the Lone Mountain Master Plan area, and has a Lone Mountain Special Land Use designation of P (Parks/School/Recreation/Open Space). The uses allowed by the P (Parks/School/Recreation/Open Space) Lone Mountain Land Use designation are compatible with the uses allowed by the PR-OS (Parks/Recreation/Open Space) General Plan designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The proposed use of the site for a regional park is compatible with the surrounding residential land uses and zoning districts. It will provide recreational activities and open space for the surrounding areas.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The rapid development of the northwest sector of the City of Las Vegas, especially residential development, has resulted in the need for additional opportunities for recreational activity and open space to serve the needs of residents in the area. The Rezoning will allow for use by Clark County, currently planned for Lone Mountain Park.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed to the north by Lone Mountain Road and to the south by Alexander Road, both designated as 80-foot Secondary Collectors by the Master Plan of Streets and Highways. Vegas Vista Trail, designated as a 60-foot Local Street by the Master Plan of Streets and Highways, provides secondary access from the southwest. These streets are adequate in size to provide access to the property.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 4

SENATE DISTRICT 9

NOTICES MAILED 1,318 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-31439** APN: 137 01501001

Name of Property Owner: _____

Name of Applicant: City of Las Vegas

Name of Representative: Tom Perrigo

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom Perrigo

Subscribed and sworn before me

This 5th day of November, 2008

Teresa K. Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-31439** APN: 13701801009; 13701801010 13701701005

Name of Property Owner: _____

Name of Applicant: City of Las Vegas

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

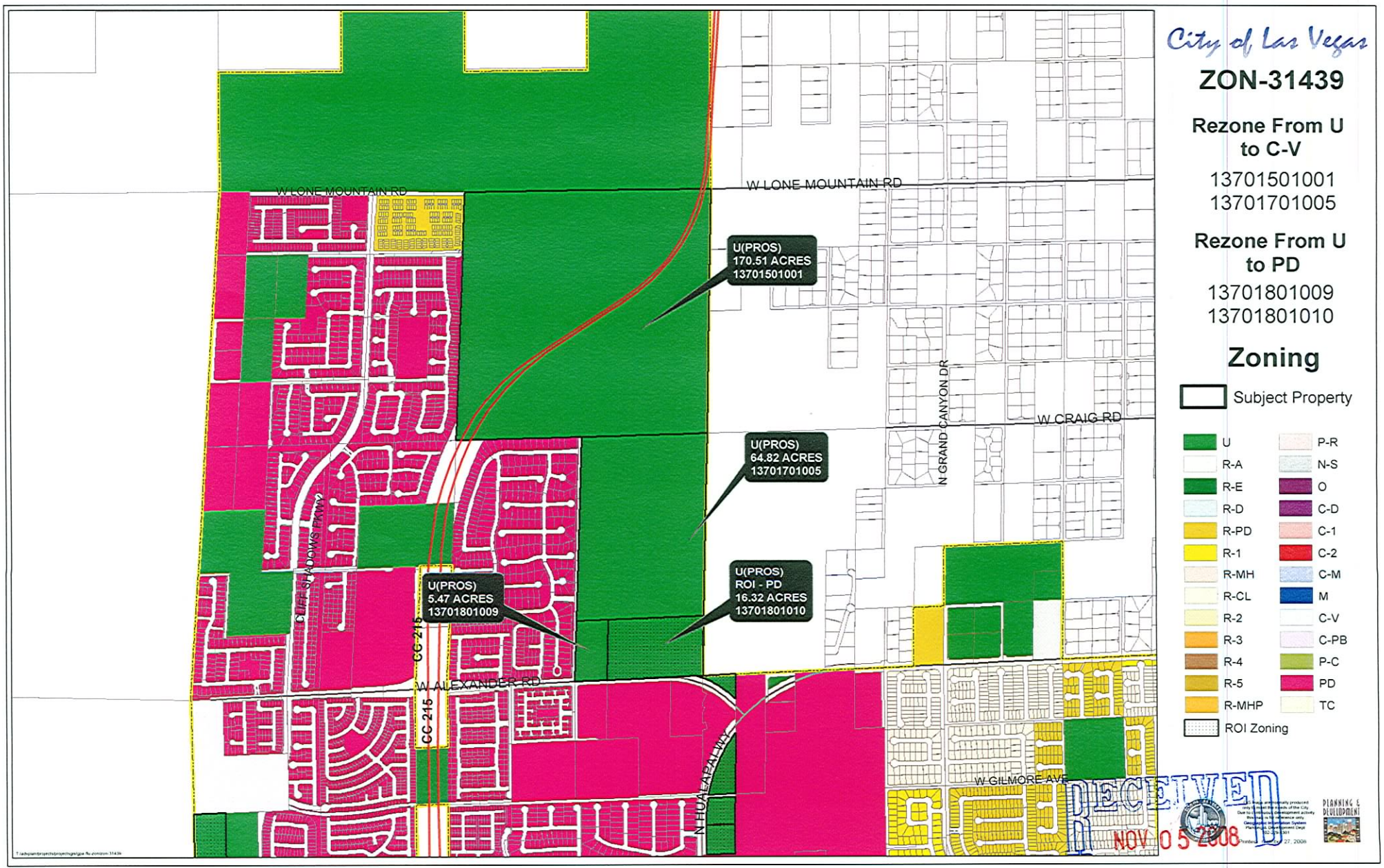
Subscribed and sworn before me Christina Strong

This 3rd day of November, 2008

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011



City of Las Vegas

ZON-31439

Rezone From U to C-V

13701501001
13701701005

Rezone From U to PD

13701801009
13701801010

Zoning

Subject Property

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

ROI Zoning

RECEIVED
NOV 05 2008

PLANNING & DEVELOPMENT

ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: USA
NORTHEAST CORNER OF ALEXANDER ROAD AND VEGAS VISTA TRAIL
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: USA
NORTHEAST CORNER OF ALEXANDER ROAD AND VEGAS VISTA TRAIL
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: USA
NORTHEAST CORNER OF ALEXANDER ROAD AND VEGAS VISTA TRAIL
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: USA
NORTHEAST CORNER OF ALEXANDER ROAD AND VEGAS VISTA TRAIL
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

ZON-31439 - APPLICANT: CITY OF LAS VEGAS - OWNER: USA
NORTHEAST CORNER OF ALEXANDER ROAD AND VEGAS VISTA TRAIL
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

November 5, 2008

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter
Zone Change
Lone Mountain Park
APN's:137-01-801-009
137-01-801-010
137-01-701-005
137-01-501-001

The City of Las Vegas requests a zone change from U (PROS) to C-V (Civic) for 235.33 acres and U (PROS) to PD (Planned Development) for 21.79 acres located northeast of Alexander Road and Vegas Vista Trail.

The current General Plan designation for these parcels is PROS (Parks Recreation Open Space) which is consistent with the proposed C-V and PD zoning classifications. The rezoning will allow for use by Clark County, currently planned for Lone Mountain Park.

The project will create infill by developing vacant land into a park. This project will enhance the general health, safety and welfare of the surrounding area.

If you have any questions, please contact me at 229-2127.

Sincerely,

Thomas A. Perrigo
Deputy Director Planning & Development Department
City of Las Vegas
Phone: 702-229-2127

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow

City Manager
Douglas A. Selby

PAGE 01
DR HUYNH
7024506589
12/29/2002 23:39

RECEIVED
CITY CLERK

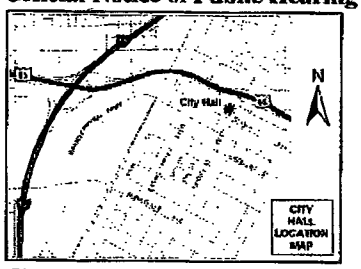
2009 JAN 12 A 8:04

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239654 JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31439
City Council Meeting of 1/21/2009

DOAN MINH-DANH
HUYNH THOMAS
10408 WELLINGTON MANOR AVE
LAS VEGAS NV 89129-4502

KAVDS11 A5129

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

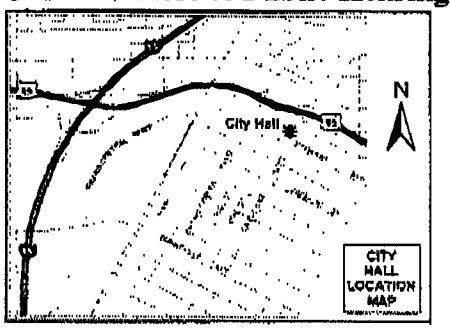
RECEIVED
CITY CLERK

2009 JAN 12 A 8:04

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31439

City Council Meeting of 1/21/2009

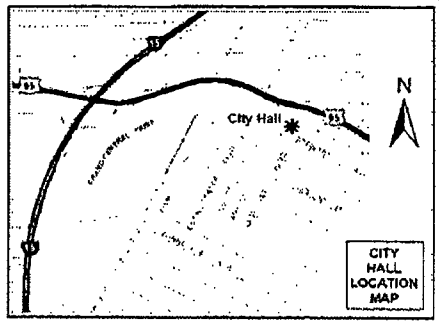
NEWMAN DOUGLAS J
4041 LAUREL FLAT CT
LAS VEGAS NV 89129-4501

KAVDS11 A9139

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 JAN 12 A 8:03

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31439
City Council Meeting of 1/21/2009

ROSER-REISSER SILVIA
8716 RED RIO DR #203
LAS VEGAS NV 89128-8429

KAUDS11 A3128

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

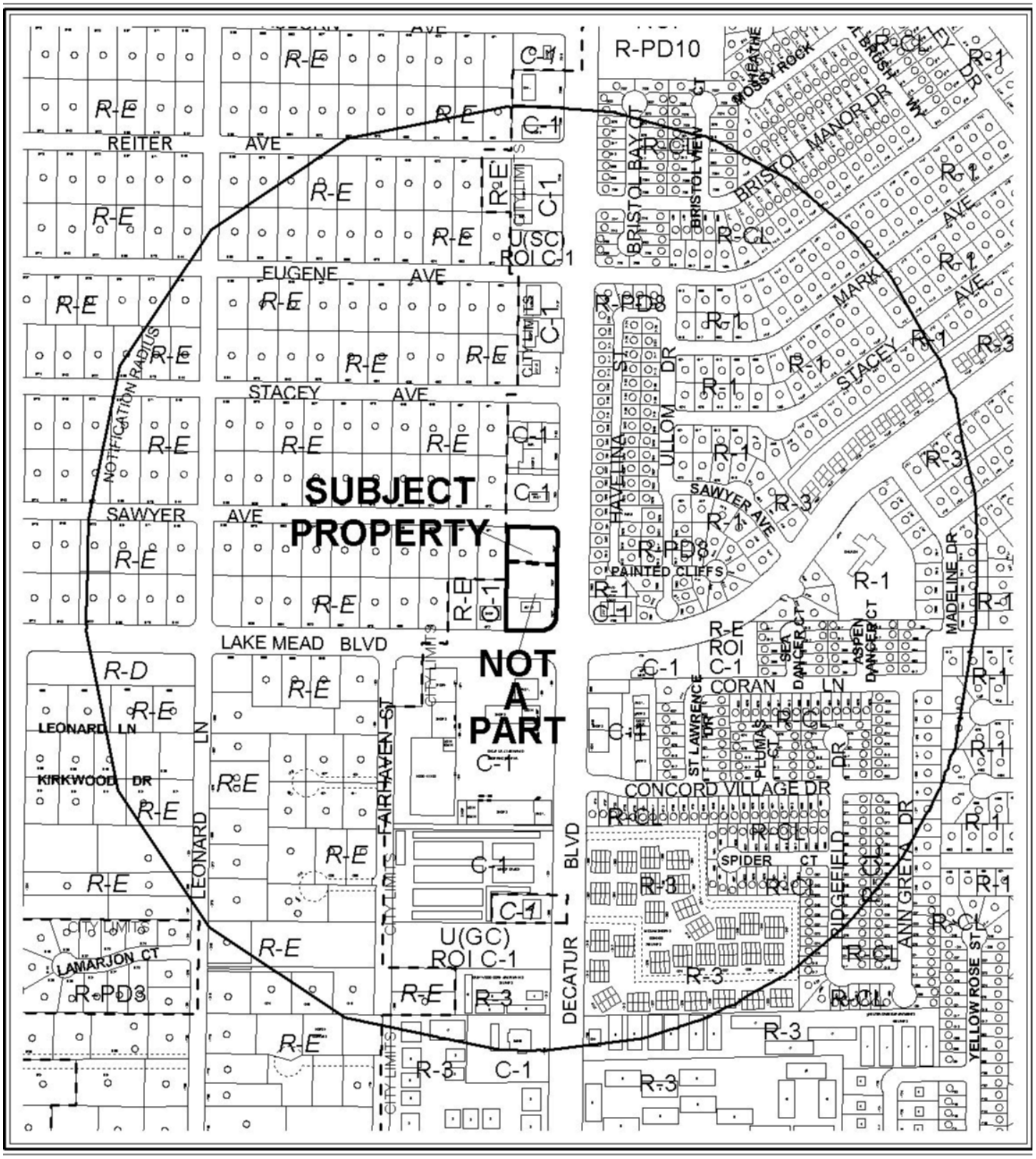
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-31477 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.51 acres at 2047 North Decatur Boulevard (APN 138-24-611-060), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 8



0 400 800 Feet

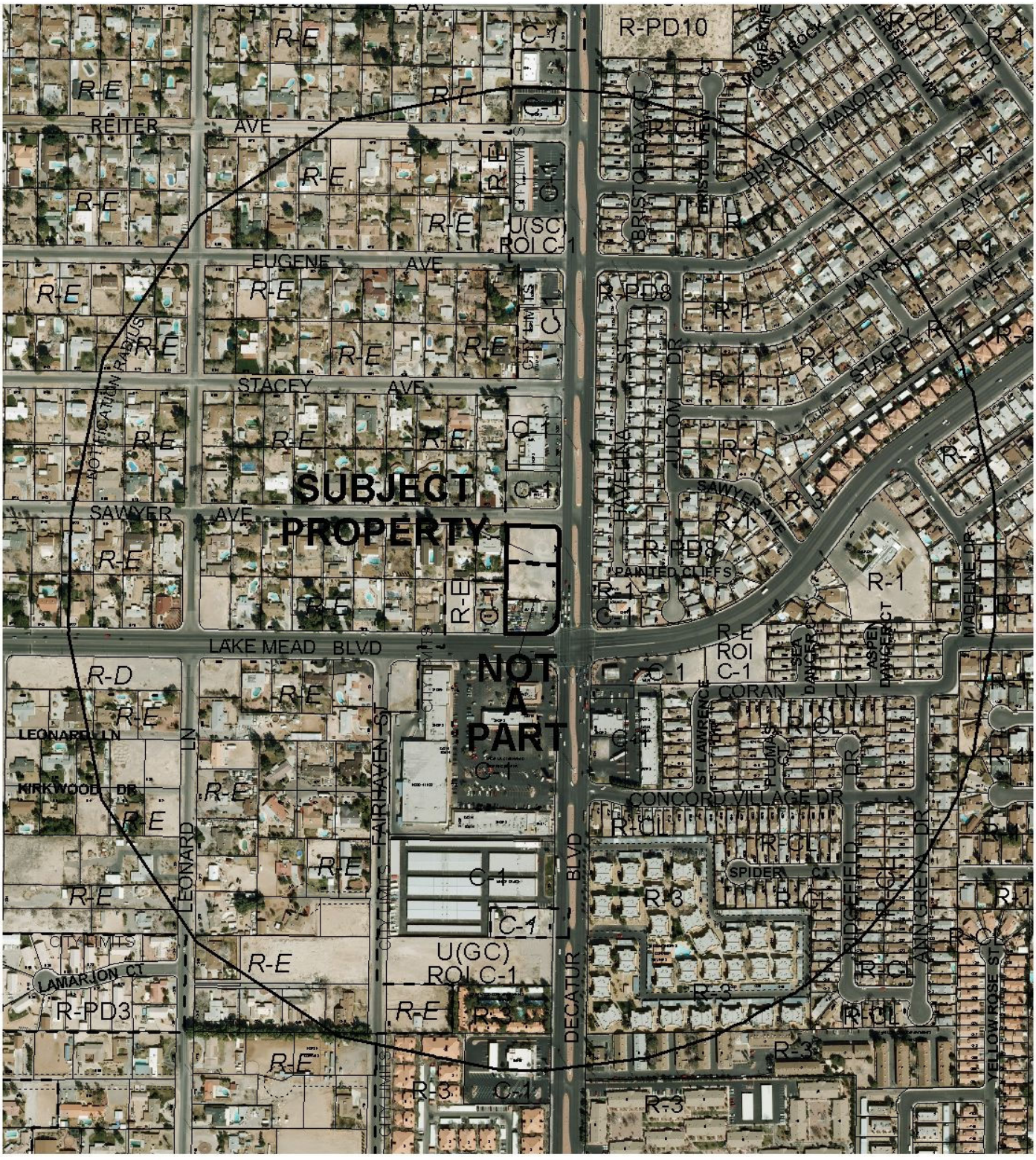
CASE: **ZON-31477**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: **ZON-31477**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-31477 – APPLICANT/OWNER: 2027 NORTH DECATUR, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from U (Undeveloped) zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) zone on 0.51 acres at 2047 North Decatur Boulevard.

In addition to this request, the applicant has submitted a request for a Special Use Permit (SUP-31478) for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with a proposed 2,944 square-foot convenience store, and a request for a Site Development Plan Review (SDR-31479) for a proposed 12,422 square-foot single-story retail development with Waivers of the Building Placement and Orientation Standards and to allow a 24-foot section of the west perimeter landscape buffer to be 8 feet in width where 15 feet is required on 1.54 acres at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard. As the proposed C-1 (Limited Commercial) zoning district is consistent with the SC (Service Commercial) designation of the General Plan, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/15/00	The City Council approved a request for a Site Development Plan Review (SD-0037-99) for a proposed 3,660 square-foot addition to an existing 1,839 square-foot Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended denial.
12/02/03	Code Enforcement processed a complaint (#7253) for a wooden sign erected in the planter area at 2027 North Decatur Boulevard. The case was resolved on 03/15/04.
06/16/04	The City Council approved a request for a Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended approval.
08/03/05	The City Council approved a petition to Annex (ANX-6550) land generally located at the southwest corner of Decatur Boulevard and Sawyer Avenue. The Planning Commission recommended approval.
09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6940) for a proposed 12,776 square-foot commercial development and Waivers of the parking lot, foundation, and perimeter landscaping requirements and a Waiver of the commercial design standards to allow a 10-foot corner side setback where 15 feet is required, and request for a Rezoning (ZON-7051) from U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 1.5 acres adjacent to the northeast corner of Lake Mead Boulevard and Decatur Boulevard. The Planning Commission recommended approval.

01/03/07	Code Enforcement processed a complaint (#48898) for illegal signage along Decatur Boulevard from Rancho Drive to Vegas Drive. The case was resolved on 01/22/07.
01/30/08	Code Enforcement processed a complaint (#61961) to check the area of Sawyer Avenue and North Decatur Boulevard for all possible violations. The case was resolved on 03/06/08.
02/04/08	Code Enforcement processed a complaint (#62035) for refuse and waste on the vacant lots located at 2037 and 2047 North Decatur Boulevard. The case was resolved on 02/21/08.
02/20/08	Code Enforcement processed a complaint (#62513) for the vacant lots located at 2037 and 2047 North Decatur Boulevard being used as dumping sites. The case was resolved on 02/21/08.
02/25/08	Code Enforcement processed a complaint (#62635) for people driving up to the vacant lots located at 2037 and 2047 North Decatur Boulevard and performing illegal dumping. The case was resolved on 03/06/08.
07/02/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
08/06/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
12/18/08	The Planning Commission recommended approval of companion items SUP-31478 and SDR-31479 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #8/ne).
Related Building Permits/Business Licenses	
08/22/96	A business license (#G02-00663) was issued for a minor auto repair facility at 2027 North Decatur Boulevard.
02/07/03	A business license (#T24-00396) was issued for a temporary merchant / flower sales at 2027 North Decatur Boulevard. The license was marked out on 05/16/07.
Pre-Application Meeting	
10/21/08	A pre-application meeting was held where the submittal requirements for a Rezoning application were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
11/06/08	Staff performed a routine field check where graffiti was noted on the walls adjacent to the vacant lots, the perimeter landscaping around the existing automotive repair facility appeared to be deficient of the required shrubbery, and non-permitted temporary signage (A-frame type) was noted on the vacant

	parcel next to the automotive repair facility.

Details of Application Request			
Site Area			
Net Acres	1.51		
Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Automotive Repair Garage & Vacant Land	SC (Service Commercial)	C-1 (Limited Commercial) & U (Undeveloped) zone [SC (Service Commercial) General Plan designation]
North	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurant & Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residences, Office, Retail, & Las Vegas Valley Water District Facility	ML (Medium Low Density Residential) & SC (Service Commercial)	R-PD8 (Residential Planned Development – 8 Units Per Acre) & R-1 (Single Family Residential) & C-1 (Limited Commercial)
West	Office & Single-Family Residential	SC (Service Commercial) & DR [(Desert Rural) Clark County]	C-1 (Limited Commercial) & R-E [(Rural Estates) Clark County]

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District – 70 Feet	X		Y
Trails – Pedestrian Path	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

A-O (Airport Overlay) District – 70 Feet

No structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations defined by the McCarran Airport Overlay Map and the North Las Vegas Airport Overlay Map. The subject site is within the 70-foot contour limitations and does not violate the height limitations. The tallest elevation of the proposed building is 30.67 feet in height and is in compliance with the Airport Overlay District.

ANALYSIS

This is a Rezoning request to change the zoning of the subject property from U (Undeveloped) zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial). The C-1 (Limited Commercial) district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) district is consistent with the Service Commercial category of the General Plan.

The subject property is located within the Southwest Sector of the General Plan and has a current land use designation of SC (Service Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

The proposed Rezoning request will bring the subject property into conformance with the General Plan. The proposed C-1 (Limited Commercial) zoning is compatible with the existing SC (Service Commercial) General Plan designation as well as the adjacent and surrounding commercially zoned properties. The C-1 (Limited Commercial) zoning will provide additional opportunities for low to medium intensity retail uses to locate in a developed area on the periphery of a residential neighborhood.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed Rezoning is consistent with the existing SC (Service Commercial) land use designation as listed under the Southwest Sector Plan of the General Plan.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The proposed retail development is permitted under the proposed C-1 (Limited Commercial) zoning district, while the proposed Beer/Wine/Cooler Off-Sale Establishment is a permitted use with the approval of a Special Use Permit. Both proposed uses are compatible with the surrounding land uses and zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The surrounding neighborhood is an established area with office and retail uses. The rezoning of the site to the C-1 (Limited Commercial) zoning district is appropriate for the area and will bring the property into conformance with the General Plan.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   Adequate access to the site is provided from Decatur Boulevard and Lake Mead Boulevard, both are 100-foot Primary Arterials as defined by the Master Plan of Streets and Highways.

PLANNING COMMISSION ACTION

There were four speakers at the Planning Commission meeting. Two were in favor and two were opposed to the alcohol use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 846 by City Clerk

APPROVALS 1

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-31477 APN: 138-24-611-060

Name of Property Owner: 2027 North Decatur, LLC

Name of Applicant: Kummer Kaempfer Bonner Renshaw & Ferrario

Name of Representative: Kummer Kaempfer Bonner Renshaw & Ferrario Stephanie Allen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GUS MERHI

Subscribed and sworn before me

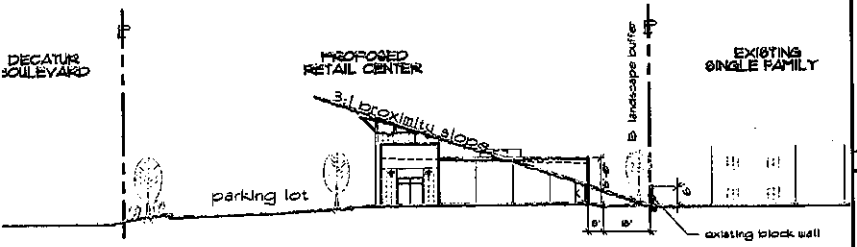
This 23 day of October, 20 08

Billy C Hardin

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
BILLY C. HARDIN
My Appointment Expires
June 5, 2012
No: 00-63775-1

ITE PROFILE A-A



LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	CALIFORNIA PEPPER TREE Schinus Molle	LARGE DECIDUOUS	24" BOX
	MESQUITE	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA Acacia stenophylla	LARGE DECIDUOUS	24" BOX
	HONDEL PINE Pinus Brutia Eldarica	LARGE EVERGREEN	24" BOX
	ALEPPO PINE Pinus Halepensis	LARGE EVERGREEN	24" BOX

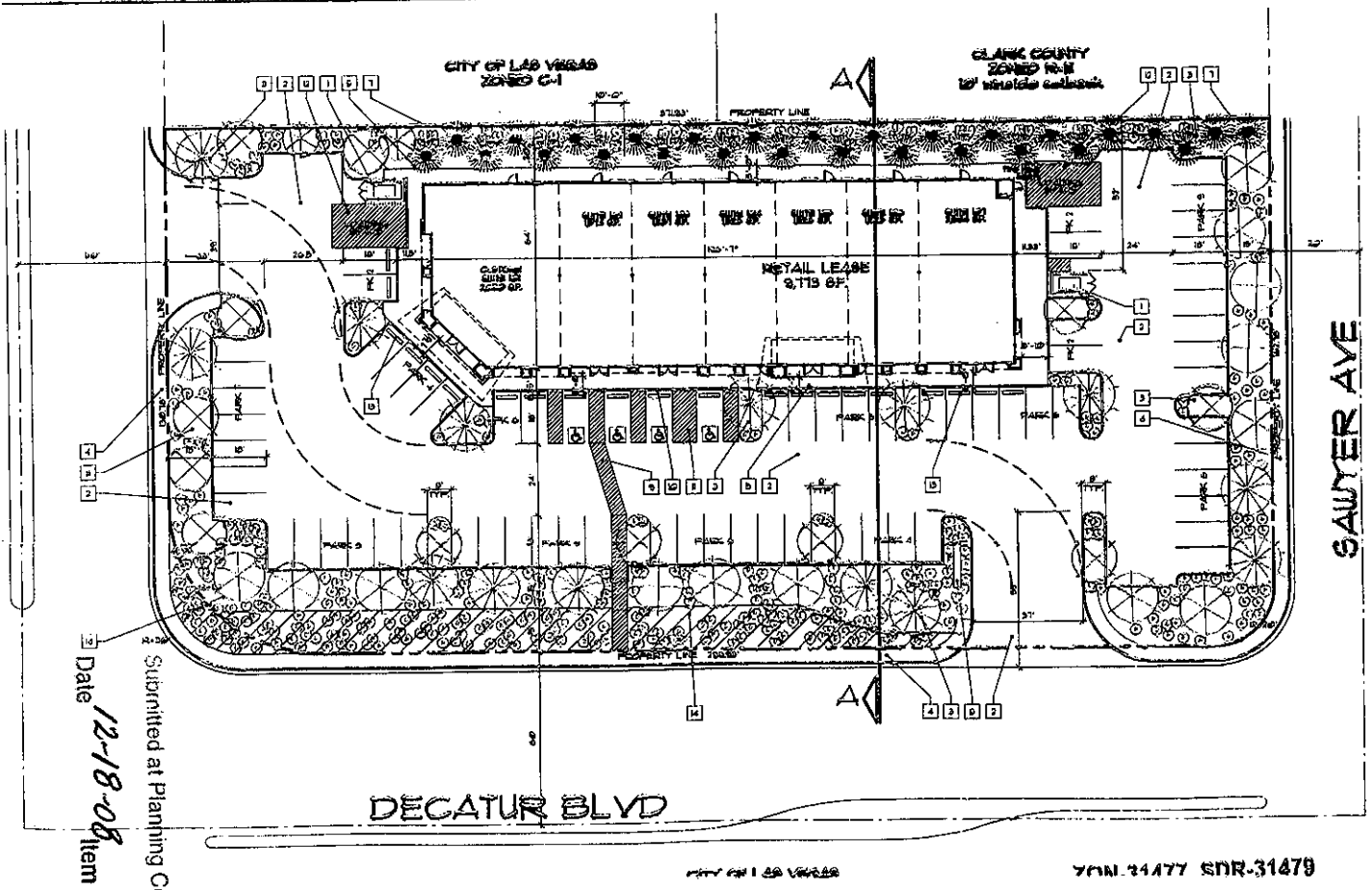
SYMBOL	SHRUBS and GROUND COVER	
	EVERGREEN EUONYMOUS Euonymous Japonica	15 GAL
	COMMON WINTER CREEPER Euonymous Fortunei	15 GAL
	FEATHERY CASSIA Cassia artemisioides	5 GAL
	MEXICAN PRIMROSE Oenothera berlandieri	5 GAL
	HYBRID GAZANIA Gazania hybrida	5 GAL
	CHAPO COYOTE BRUSH Baccharis pilularis "Centennial"	5 GAL

SYMBOL	HARDSCAPE
	LANDSCAPE BOULDERS

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL.
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 15 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. # WEST PROPERTY LINE AGAINST R-E ZONING
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. PROVIDE 2'-0" SWALE ALONG STREET FRONTAGE LANDSCAPING
6. HATCHED AREA INDICATES 24" MAX. HEIGHT GROUND COVER

KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF TUBE STEEL GATES BUILT WITH 15-DEGREE BACKING - LIFT PIN LOCK/LATCH. ENCLOSURE TO ALSO BE COVERED WITH PAINTED METAL TRELLIS.
2	A.C. PAVING - SEE CIVIL DWGS FOR THICKNESS
3	LANDSCAPED AREA - SEE LANDSCAPE LEGEND
4	CONCRETE SIDEWALK, CURB + GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ BROOM FINISH
6	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING CI ZONE- FIELD VERIFY EXISTING BLOCK WALL
7	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING RESIDENCE FIELD VERIFY EXISTING BLOCK WALL
8	PYLON SIGN - BY OTHERS
9	HANDICAP ACCESS
10	HANDICAP ZERO CURB ACCESS
11	HANDICAP ACCESSIBLE AISLE
12	15' X 25' LOADING ZONE
13	CONCRETE AUTO STOP
14	ROW FOR RIGHT TURN LANE TO BE DEDICATED TO CITY. CONSTRUCTION OF RIGHT TURN LANE NOT A REQUIREMENT OF THIS DEVELOPMENT



PROJECT DATA

REQUIRED ZONING: C-1
EXISTING ZONING: C-1

TOTAL BUILDING AREA: 12,423 SF.

AREA/PARKING SUMMARY

USE	AREA	FACTOR	CALCULATION	PARKING REQUIRED
RETAIL LEASE	9,773 SF.	1/150	9,773 SF./150= 11 SPACES	11 SPACES
TOTALS				11 SPACES

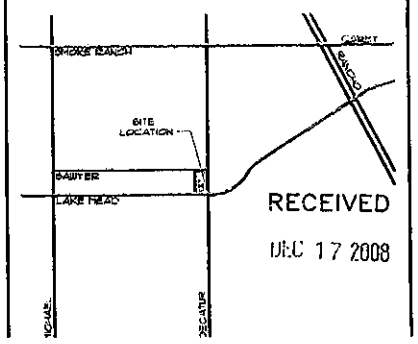
PARKING PROVIDED: 11 SPACES

SITE ACREAGE: 0.7249 SF./1.50 ACRES±

APN#: 138-24-611-004
138-24-611-061
138-24-611-062

BUILDING COVERAGE: 10.47%

LOCATION



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revisions

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Metri
City of Las Vegas Nevada

date
proj. no.
drwn. by
chkd. by
no.

john daly burke, architect
347 N. CAMINO REAL #30 - LAS VEGAS, NV. 89110 (702) 876-4333

Submitted at Planning Commission
Date 12-18-08 Item 8-10

ZON-31477 SDR-31479
SUP-31478 REVISED
12/18/08 PC

COLOR SCHEME

Sym.	Color/Material	Location
A	DUNN EDWARDS - DE5W14 TAUNY AMBER	FIELD - BOTTOM AREA
B	DUNN EDWARDS - DE5W16 NATURAL TAN	FIELD - TOP AREA
C	DUNN EDWARDS - DE6ST DOWNPOUR	METAL ACCENTS
D	DARK / MEDIUM	FIELD
E	CLEAR ANODIZED	STOREFRONT FRAMES
F	CLEAR SOLARBAN 70 XL(2)	GLAZING

NOTES

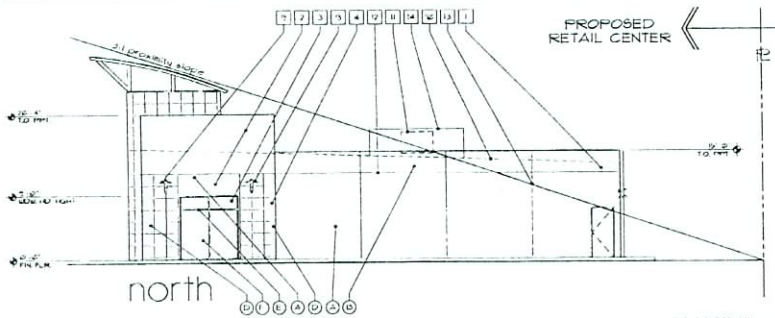
1. ALL CORNERS TO HAVE RIGHT ANGLE STUCCO CORNER BEADS
2. STUCCO FINISH TO BE DASH FINISH W/ (2) TWO COATS OF ELASTOMERIC SPRAY ON PAINT
3. SEE ELECTRICAL DRAWINGS FOR ALL WALL LIGHT FIXTURES
4. 1 LAYER OF BITUTHENE 4000 TO BE USE AT ALL HORIZONTAL STUCCO SURFACE LOCATIONS
5. USE HIGH RIBBED LATH @ ALL STUCCO SOFFIT LOCATIONS
6. SIGNAGE IS NOT A PART OF THIS SUBMITTAL. "SIGNAGE" IS SHOWN FOR ELECTRICAL REFERENCE ONLY
7. EXTEND PLANTER CAPS AND FACIAS THREE INCHES (3") AT STONE VENEER LOCATIONS TO COMPENSATE FOR VENEER & GROUT THICKNESS
8. STONE VENEER (MORTAR BED) (SCRATCH COAT) (METAL LATH INSTALLED PER SECTION 1405.9 OF THE 2006 I.B.C. (2) LAYERS OF GRADE 'D' BUILDING PAPER PER SECTION 2510.6 OF THE 2006 I.B.C. (OSB SHEATHING (SEE STRUCTURAL) (16"o.c. STUDS PER FLOOR PLAN (CULTURED STONE (OR) ELDORADO STONE TO BE USED
9. DIMENSIONS FOR WINDOW OPENINGS SHOWN AS FINISHED OPENINGS - FRAMING SUBCONTRACTOR TO ADJUST ROUGH OPENINGS PER DETAILS - DETAILS ON SCHEDULE SHEET
10. ALL ELEVATIONS ARE BASED ON Ø'-Ø" FLOOR ELEVATION U.N.O.

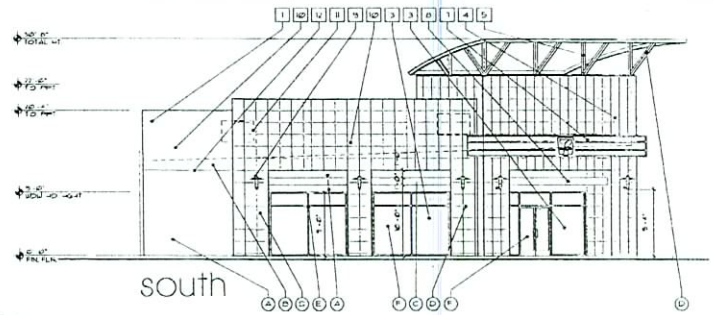
OWNER COLOR APPROVAL

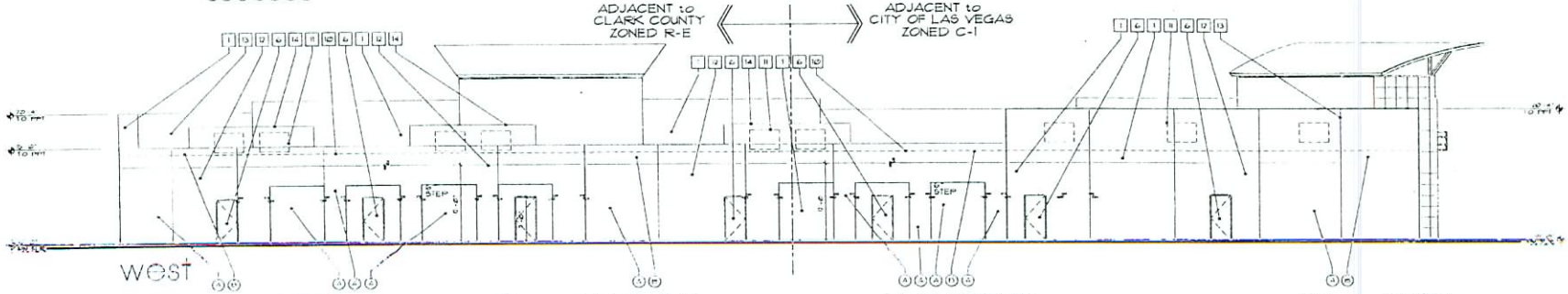
PAINT SUB-CONTRACTOR TO PAINT 4'-Ø" X 4'-Ø" SQUARES OF ALL COLORS ON REAR OF BUILDING FOR OWNER TO APPROVE PRIOR TO ORDERING PAINT

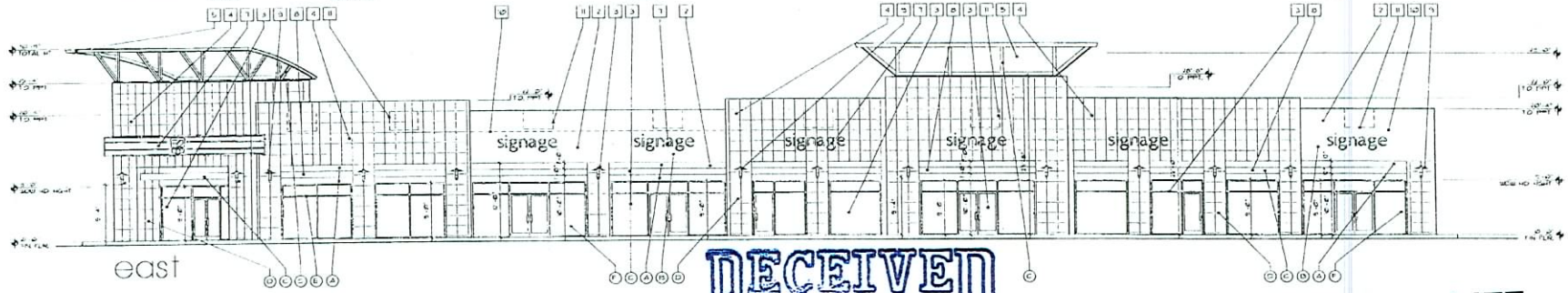
KEYNOTES

#	description	#	description
1	½" STUCCO O/PAPER/BACKED HEXWIRE FLT MACHINE DASH/	10	LINE OF ROOF BEYOND
2	½" STUCCO O/PAPER/BACKED HEXWIRE /USE SYNERGY" FOR FINISH COAT - RENDER SMOOTH/	11	LINE OF MECHANICAL EQUIPMENT BEYOND
3	ALUMINUM STOREFRONT DOOR OR WINDOW	12	2" PAINTED DECORATIVE REVEAL
4	SLATE TILE VENEER ATTACHED PER SECTION 1405.9 OF THE 2006 I.B.C.	13	KEENE "NO STUCCO CONTROL JOINT
5	DECORATIVE TUBE STEEL FRAME W/STANDING SEAM METAL ROOF	14	VISUAL SCREENS FOR MECHANICAL EQUIPMENT - STUCCO FINISH TO MATCH BUILDING
6	HM DOOR		
7	SIGNAGE - BY OTHERS - NOT A PART OF THIS SUBMITTAL		
8	DECORATIVE METAL BAND		
9	WALL MOUNTED SCONCE		









1 ELEVATIONS
SCALE: 1/8" = 1'-Ø"

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REVISED
12/18/08 PC

revisions

john paul burke, architect
3441 N. ORLEANS ROAD #101 - LAS VEGAS, NV 89115 - TEL: 702-438-4811

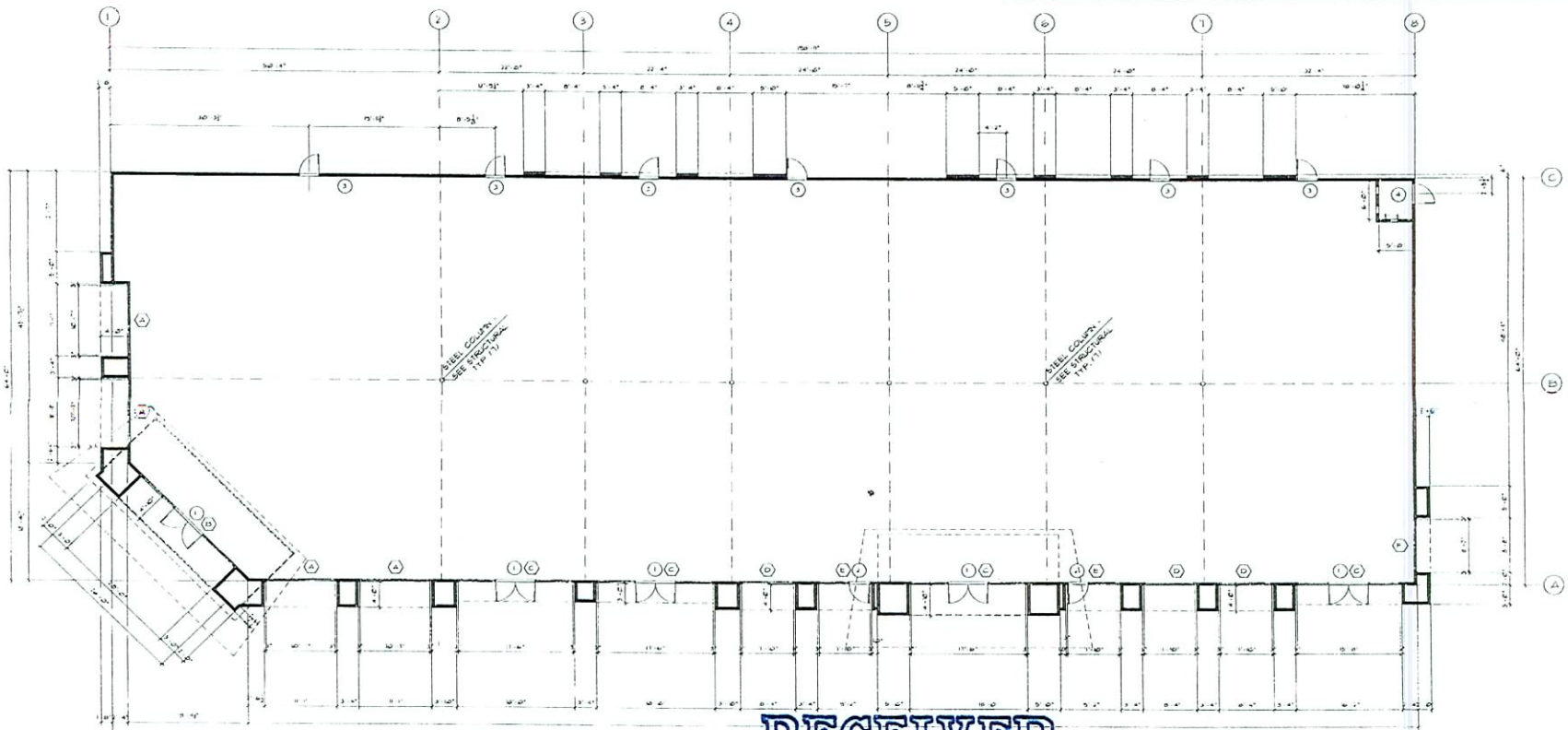
RETAIL - RESIDENTIAL BUILDING
Lake Mead and Decatur
for: Gus Perri
City of Las Vegas Nevada

date
proj. no.
drwn. by
chkd. by

sheet no. A2

WALL LEGEND	
	EXTERIOR 2 X 6 STUD WALL - 1/8" STUCCO FINISH OVER PAPER BACKED HEXARE DIPLYWOOD SHEATHING (SEE STRUCTURAL DRAWINGS & SHEAR WALL SCHEDULE) DRAW STUDS @ 6" OC UP 5/8" AND R-19 BATT INSULATION (INTERIOR GYPBOARD TO BE ADDED WHEN TI IS CONSTRUCTED)
	1 HR INTERIOR WALL (INTERIOR ROOF) SEE SHEET SCH 1.76 FOR 1 HR LISTED ASSEMBLIES

KEYNOTES	
#	description
1	ROOF ACCESS LADDER WITH ROOF HATCH ABOVE
2	EXTERIOR CONCRETE SIDEWALK (OR) PAVERS - SEE SITE PLAN & CIVIL DWGS - TYPICAL EXTERIOR WALK (SLOPE AWAY FROM BLDG (NOTE THAT CROSS SLOPE SHALL NOT EXCEED 1:50)
3	ALUMINUM STOREFRONT GLAZING - SEE DOOR & WINDOW SCHEDULE
4	ALUM THRESHOLD - FLUSH INT SLAB W/EXT SLAB
5	ELECTRICAL SWITCHGEAR - SEE ELECTRICAL DRAWINGS
6	STUCCO BUILD-OUT
7	LINE OF BUILDING ABOVE - SEE REFLECTED CEILING & ROOF PLAN
8	STEEL COLUMN - SEE STRUCTURAL DRAWINGS
9	
10	
11	
12	
13	



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

TOTAL SF 9,479 SF

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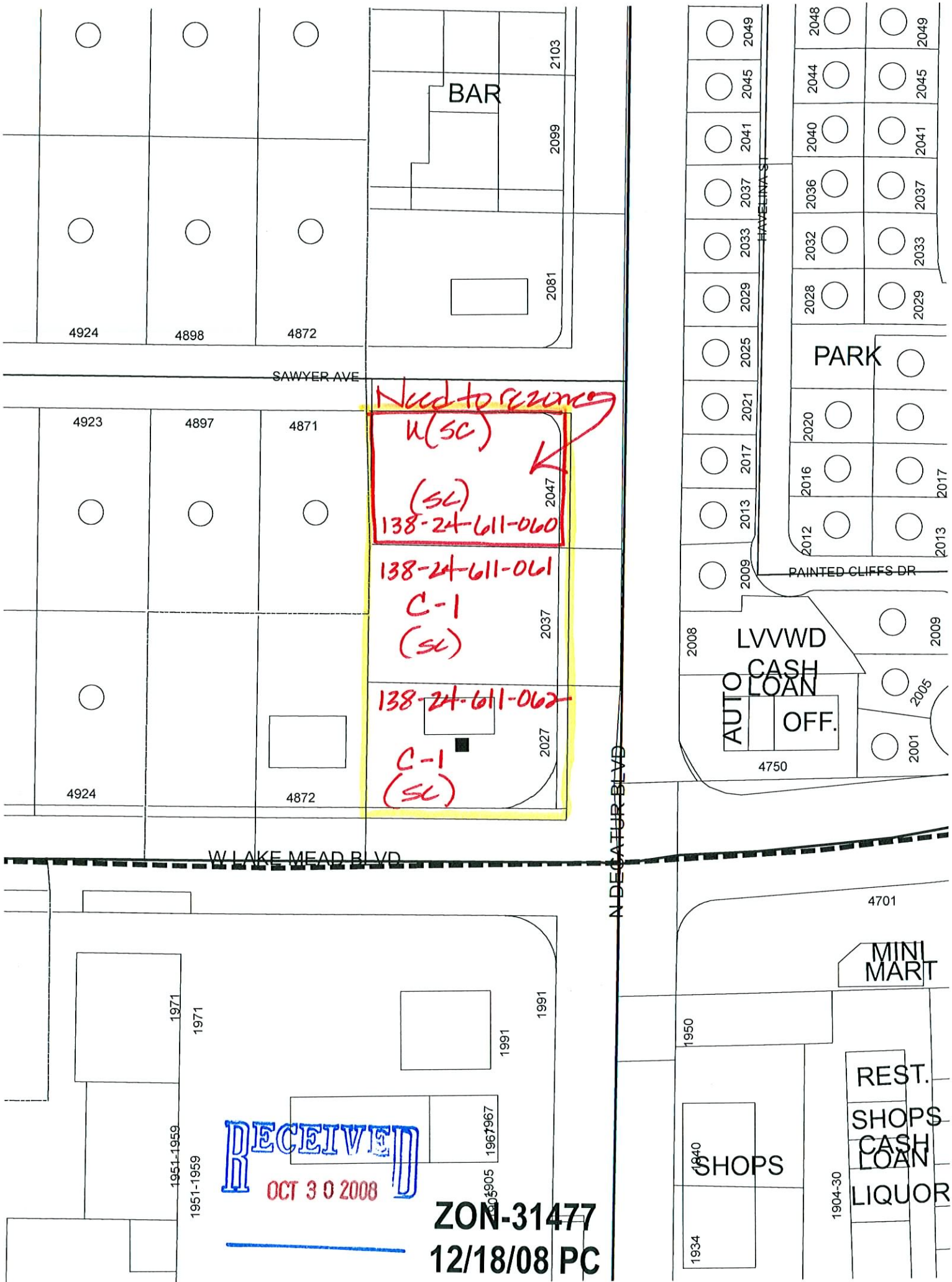
12/18/08 PC

revisions

John dauid burke, architect
347 W. DOUGLAS ROAD #50 LAS VEGAS NV 89118 (702) 876-4863

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Henri
City of Las Vegas Nevada

sheet no.	date	
A3	proj. no.	
	drwn. by	
	chkd. by	


BAR
2103
2099
2081
4924
4898
4872
SAWYER AVE
Need to rezone
U(SC)
(SC)
138-24-611-060
2047
4923
4897
4871
138-24-611-061
C-1
(SC)
2037
138-24-611-062
2027
C-1
(SC)
4924
4872
W LAKE MEAD BLVD
N DECATUR BLVD
2049
2045
2041
2037
2033
2029
2025
2021
2017
2013
2009
HAVELINA ST
2048
2044
2040
2036
2032
2028
PARK
2020
2016
2012
PAINTED CLIFFS DR
LVVWD
CASH
AUTO LOAN
OFF.
4750
2008
2005
2001
4701
MINI MART
1950
REST.
SHOPS
CASH
LOAN
LIQUOR
1904-30
1840
SHOPS
1934
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1905
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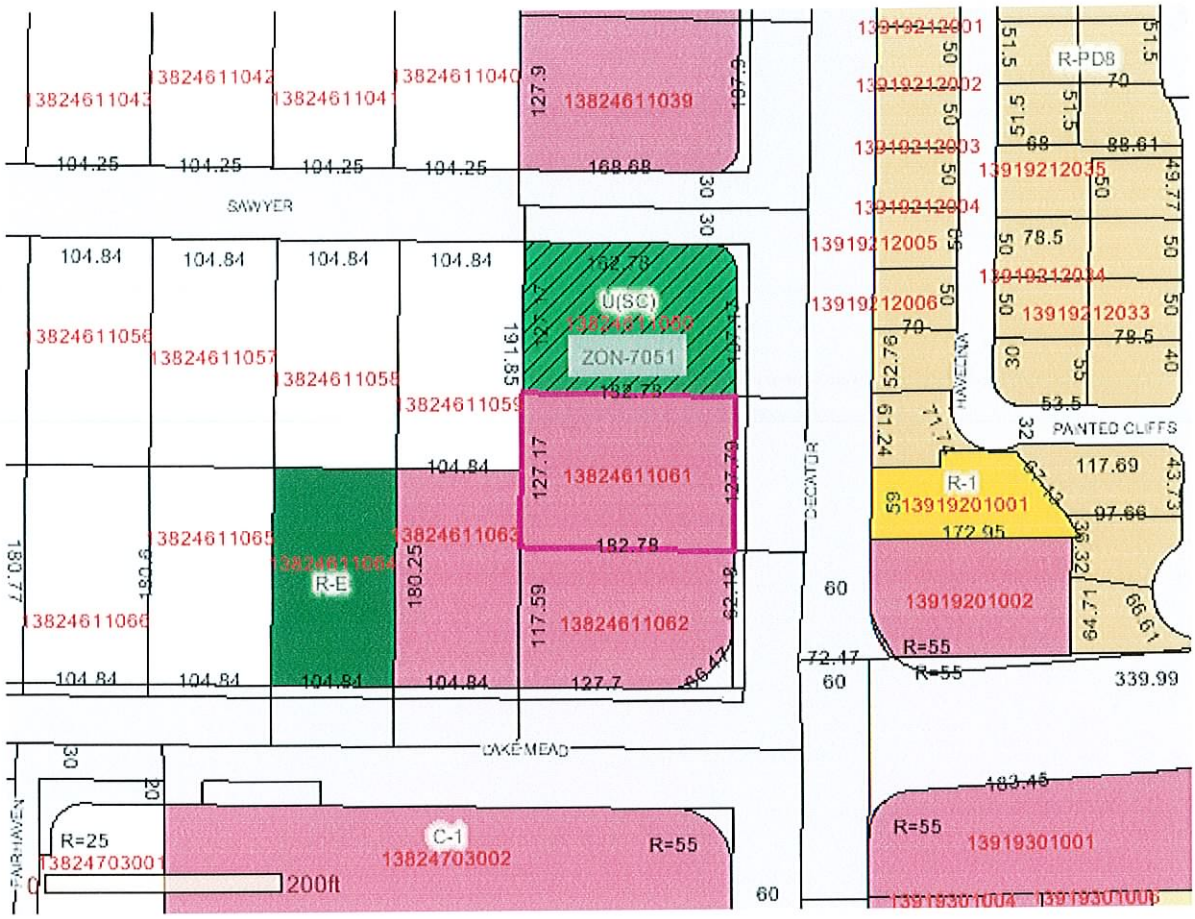

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ZON-31477 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

ZON-31477 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
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DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

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2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

john david burke architect
A Professional Corporation

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December 3, 2008

City of Las Vegas Planning & Development
Development Services Center
Permits and Inspections, Plans Examination Division
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Nicole Eddowes, Planner I

Re: Justification letter for Rezone (C1 and U to C1), Special Use Permit (to allow Beer/Wine Off Sale) and Site Plan Development Review (to construct a 12,423 s.f. single story Retail Shopping Center at the NWC of Lake Mead & Decatur APN#'s 138-24-611-060, 061, 062

Overview:
The project that we are submitting for your review depicts a proposed single story, grey shell retail shopping center building at the NWC of Lake Mead & Decatur. Currently, this site is three separate parcels. The two southerly parcels are currently zoned C1 (SC), the northerly parcel is zoned U (SC). Ultimately, these 3 parcels will be combined into one. The project has been previously submitted under the Site Development Review, SDR-15322, in 2006. .

Rezone U to C1
The northern parcel (138-24-611-060) was under a resolution of intent U to C1 which expired 9/7/07. This rezone application updates the previous request and unifies the zoning on the three parcels. This request is in conformance with the General Plan designation of SC and is entirely consistent with the surrounding zoning for all four corners of the Lake Mead/Decatur intersection.

Special Use Permit
The current project has a letter of intent from 7-11 to lease the corner 3000 s.f. suite of the center for a convenience store that will have beer/wine sales for off premises consumption. This use is consistent with the other uses at this intersection of two section line streets. The tenant is a well established company that will be signing a long lease and will provide the anchor for the center.

Site Plan Development Review
Currently on the site is an auto care use which will be demolished and replaced with a less intensive retail use. The exterior elevations depict a modern, single story wood framed stucco building that will have slate tile veneer and metal awnings. Two standing seam metal accent roofs will act as focal points along the east elevation – indentifying the major tenant suites.

ZON-31477
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3471 W. Oquendo Road #301 • Las Vegas, Nevada 89118 • (702) 876-4863 • Fax (702) 876-9355

The project meets almost all City regulations including the proper residential adjacency setbacks to the residential property to the west. Intense landscaping has been provided along the entire west side that will further buffer the residential from the commercial use.

As part of the previous application (SDR-15322), a neighborhood meeting was held in August of 2006. The residents expressed their biggest concern which was that no driveways be allowed on Sawyer Avenue. This design respects that concern and has driveways only on the Lake Mead and Decatur frontages.

Waiver of Standard Request

We are requesting two waivers:

1. We request that the requirements of the Las Vegas Zoning Code 19.08.050.D.2.e.i be waived in this case. This code section requires that "…buildings on corner lots should be oriented to the corner and street fronts…". On this lot, due to the fact that no access is allowed on Sawyer to accommodate the wishes of the residential neighbors to the west and that this is a relatively small site – this requirement is difficult to achieve. That and the fact that this is the last of the corners at this intersection to be developed with the other three corners having their buildings set back from the corner and street fronts. We feel this waiver request is justified due to the constraints of residential adjacency and satisfaction of neighbors concerns that have been placed on such a small site along with the strong precedent of the other developed corners.
2. We request that the requirements of the Las Vegas Zoning Code 19.12.040.A.1 be waived in this case. This code section requires that "…when adjacent to…an existing single family residential use…the (landscape) buffer shall be…15 feet…". We are asking that only a 24 foot section be reduced by 4' to facilitate back out space for the last parking stall. The required amount of planting will still be provided. We feel this is justified due to the minimal adjustment from literal compliance.

Conclusion

This project serves to upgrade this commercial corner, complete a consistent zoning pattern and provide a smooth transitional use from the residential to the west to the commercial street frontage of two major section line streets. Sufficient landscape buffering and a clean modern design will make this a completely appropriate development at this location.

We respectfully request your consideration in this matter. If you have any questions or comments please call.

Sincerely,

John Burke Architect

ZON-31477
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2009 JAN 12 P 12:16

ity of Las Vegas
ffice Of The City Clerk
00 Stewart Avenue
as Vegas, Nevada 89101

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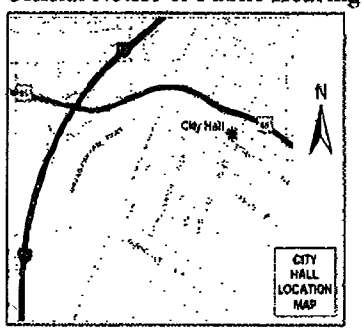

f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

lease use available blank space on card for your comments.

ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

WEEDEN JOSEPH EDWARD III
MCNEILL-WEEDEN KELLY J
1955 LEONARD LN
LAS VEGAS NV 89108-2336

KAVDS11 89108

01/12/2009 23:25 7023639198 WEEDEN III PAGE 02

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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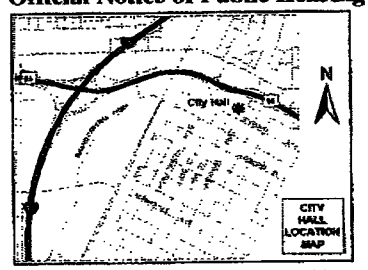

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

URENO AGUEDA
2730 SANDY LN
LAS VEGAS NV 89115-4200

KAVDS11 89115

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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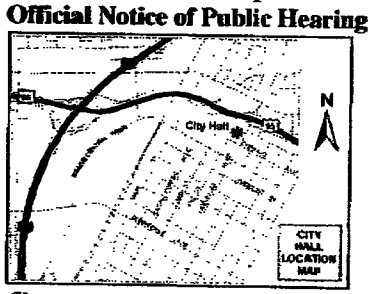

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

HAUGEN NORRIS L & ELVA J FAM TR
HAUGEN NORRIS L & ELVA J TRS
5196 SAWYER AVE
LAS VEGAS NV 89108-3064

KAVDS11 89108

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Las Vegas, Nevada 89101

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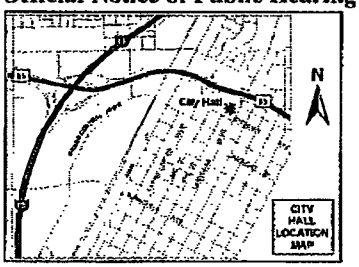

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

STEWART STEVEN M
FLECKENSTEIN JOHN
3210 W CHARLESTON #2
LAS VEGAS NV 89102-0080

KAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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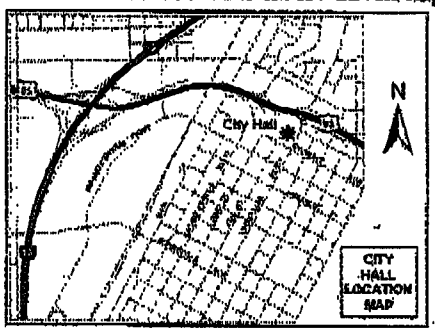
2009 JAN 12 A 8:03



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-31479

City Council Meeting of 1/21/2009

FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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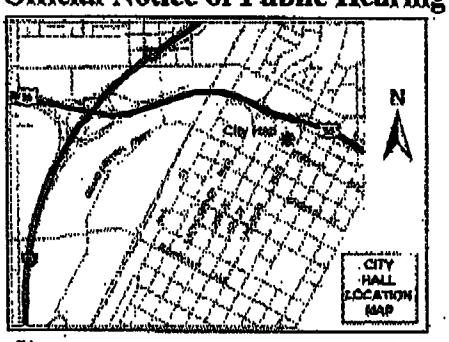

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

City Council Meeting of 1/21/2009

FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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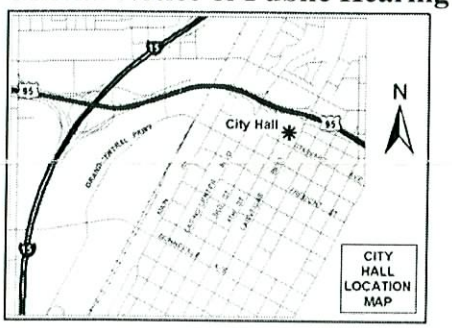
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

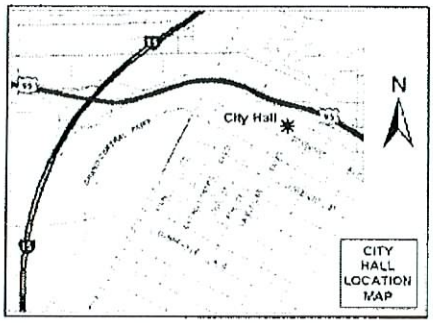
13824611029
HORA JACK VERNON TRUST
5001 STACEY AVE
LAS VEGAS NV 89108-3017

JAVDS11 89108

8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824702018
SPERLING-GOMEZ HEIDI
1875 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

8P

City of Las Vegas
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Development Services Center
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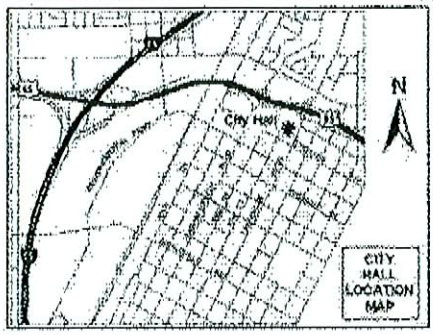

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

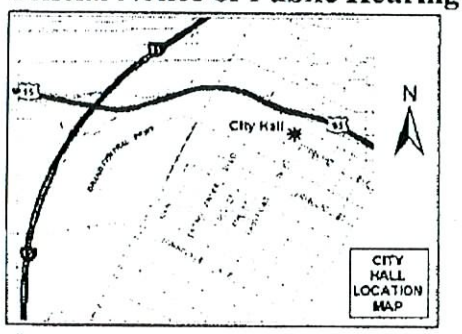
Case: ZON-31477

13919214007
RODRIGUEZ FAMILY TRUST 2000
2 HALF MOON BEND
CORONADO CA 92118-3207

85

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

Already enough convenience establishments in the area.

Case: ZON-31477
13919301001
WOODY-MAC 108 L L C
%SPEEDEE MART INC
1188 WIGWAM PKWY
HENDERSON NV 89074-8154

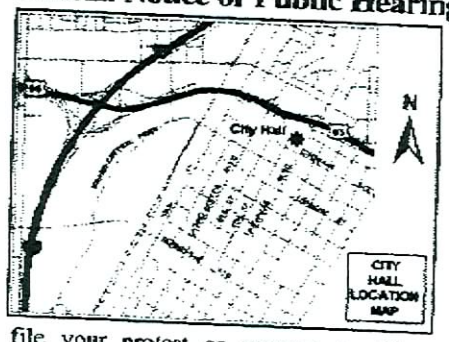
8P

12/06/2008 21:57 17025316708 PAUL SPRADA PAGE 02

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

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MAILED FROM ZIP CODE 89101

Case: ZON-31477

13824611017
SPRADA PAUL M
4908 STACEY AVE
LAS VEGAS NV 89108-3072

JAUDS11 89108

68

Subj: **2027 North Decatur LLC Proposed Development @ Lake Mead/Decatur**
Date: 12/17/2008 9:38:25 AM Pacific Standard Time
From: kim@kimbankert.com
To: SAllen@kkbrf.com
CC: CurtisParkManor@aol.com

Item 12/9

Stephanie,

Regarding a proposal to develop the property immediately east of our property at 4871 Sawyer Ave. we request that a new block wall, eight (8) feet minimum height be constructed adjacent to the existing block wall.

We feel that anything less than this height would be inadequate protection from potential trespass, litter, noise and lighting issues that could negatively affect us.

We would also request that any construction next to us assumes liability for any damage to our property including reasonable assurance of proper debris clean up and reasonable working hours to exclude, for instance, excavation during graveyard shift.

Upon written assurances addressing these concerns, we recommend approval of the applications for the project.

Regards,

Robert Bankert
Kim Bankert
4871 Sawyer Ave.
Las Vegas, NV 89108
702-631-2855
702-326-8347

Submitted at Planning Commission
Date 12/18/08 Item 8-10

Angela Crolli

From: Peter Lowenstein
Sent: Thursday, December 18, 2008 6:03 PM
To: Lean Coleman; Angela Crolli
Subject: FW: 2027 North Decatur, LLC - Proposed development @ Lake Mead/Decatur
Attachments: 2027 North Decatur, LLC - Proposed development @ Lake Mead/Decatur

Here is the protest for Items #8, 9, 10.

From: Doug Rankin
Sent: Thursday, December 18, 2008 5:22 PM
To: Peter Lowenstein
Subject: FW: 2027 North Decatur, LLC - Proposed development @ Lake Mead/Decatur

---

From: Kim Bush [mailto:KBUSH@co.clark.nv.us]
Sent: Thursday, December 18, 2008 5:18 PM
To: Doug Rankin; Flinn Fagg
Cc: Stephanie Allen; Michael Shannon; Susan Brager
Subject: FW: 2027 North Decatur, LLC - Proposed development @ Lake Mead/Decatur

Hi Doug and Flinn,

I represent this area on behalf of Commissioner Brager. Please see attached and below. I told Ms. Stout I would forward to Planning, and knew you two would get it to the Planner facilitating PC tonight.

Thank you, and Happy Holidays!

Kim

From: CurtisParkManor@aol.com [mailto:CurtisParkManor@aol.com]
Sent: Thursday, December 18, 2008 5:10 PM
To: rbarlow@lasvegasnevada.gov; SBrooks@LasVegasNevada.GOV
Cc: Kim Bush
Subject: Fwd: 2027 North Decatur, LLC - Proposed development @ Lake Mead/Decatur

Dear Councilman Barlow,

We had every intention of making to tonights planning commission meeting, unfortunately something came up and we are not able to make it. A few Curtis Park Manor residents will make it to the meeting tonight

regarding agenda items #8-10.

We have meet with the attorney and architect regarding this development and we are in agreement with the proposal as long as the conditions we ask for are met.

They are explained in the e-mail from the owner's attorney.

It was nice to work with the developers and have something work out!

If you are able to inform Planning Commisioner Goynes about this, it would be much appreciated.

Thank you so much,

DeAnn Stout, Curtis Park Manor Coordinator
Cathy Scott, Resident
John Mark Scott, Resident
Frank & Mary Bundra, CPM Coordinating Committee
David S. Clark, CPM Coordinating Committee

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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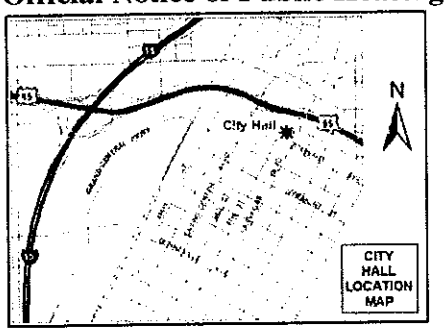

Per our phone Conv

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477
13919311057
MATTHEWS MILTON A
3750 PENNY POINT #E
COLORADO SPRINGS CO 80906-6333

JAVDS11 80906

Submitted after final agenda

Date 12-16-08 Item 8

8P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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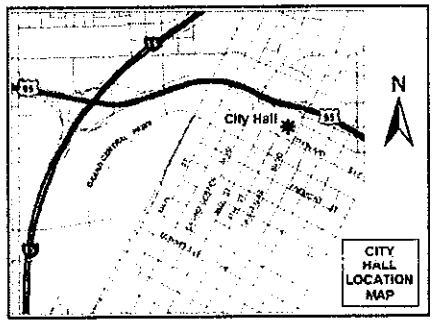

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

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DEC 16 2008

Case: ZON-31477
13824611042
RUCKER DELMAR M & DONNA M FAM TR
4924 SAWYER AVE
LAS VEGAS NV 89108-3058

81

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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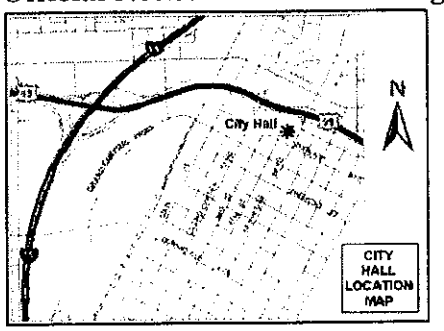

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008 We already have
in Decatur between S Ranch & Vegas
4 bars 4 convenience stores
2 liquor stores 1 groc. store

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DEC 16 2008

Case: ZON-31477
13824511064
DYER JAMES RUSSELL & CAROL LYNN
4976 EUGENE AVE
LAS VEGAS NV 89108-3030

BP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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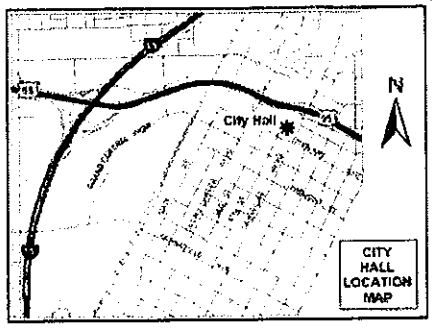

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ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

RECEIVED
DEC 16 2008

Case: ZON-31477
13919111104
BURGESS HARRY A JR & STACIE R
4500 EUGENE AVE
LAS VEGAS NV 89108-2822

89108

81

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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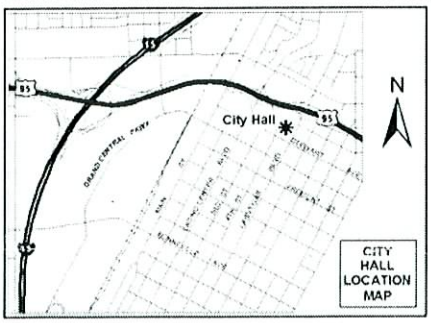

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824611020
WILLIAMS JAMES M
4992 STACEY AVE
LAS VEGAS NV 89108-3072

JAVDS11 89108

8 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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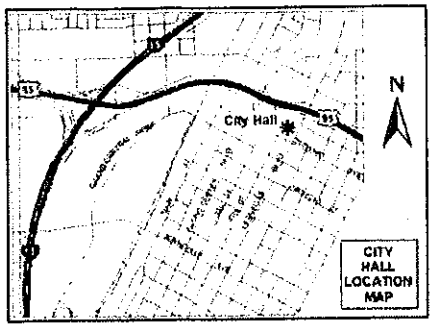

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Please use available blank space on card for your comments.

ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

Case: ZON-31477
13824611022
REISIG BARRY K JR & SANDY
1582 S 2600 EAST
NEW HARMONY UT 84757-5074

Submitted at Planning Commission
Date 12-16-08 Item 8

8A

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

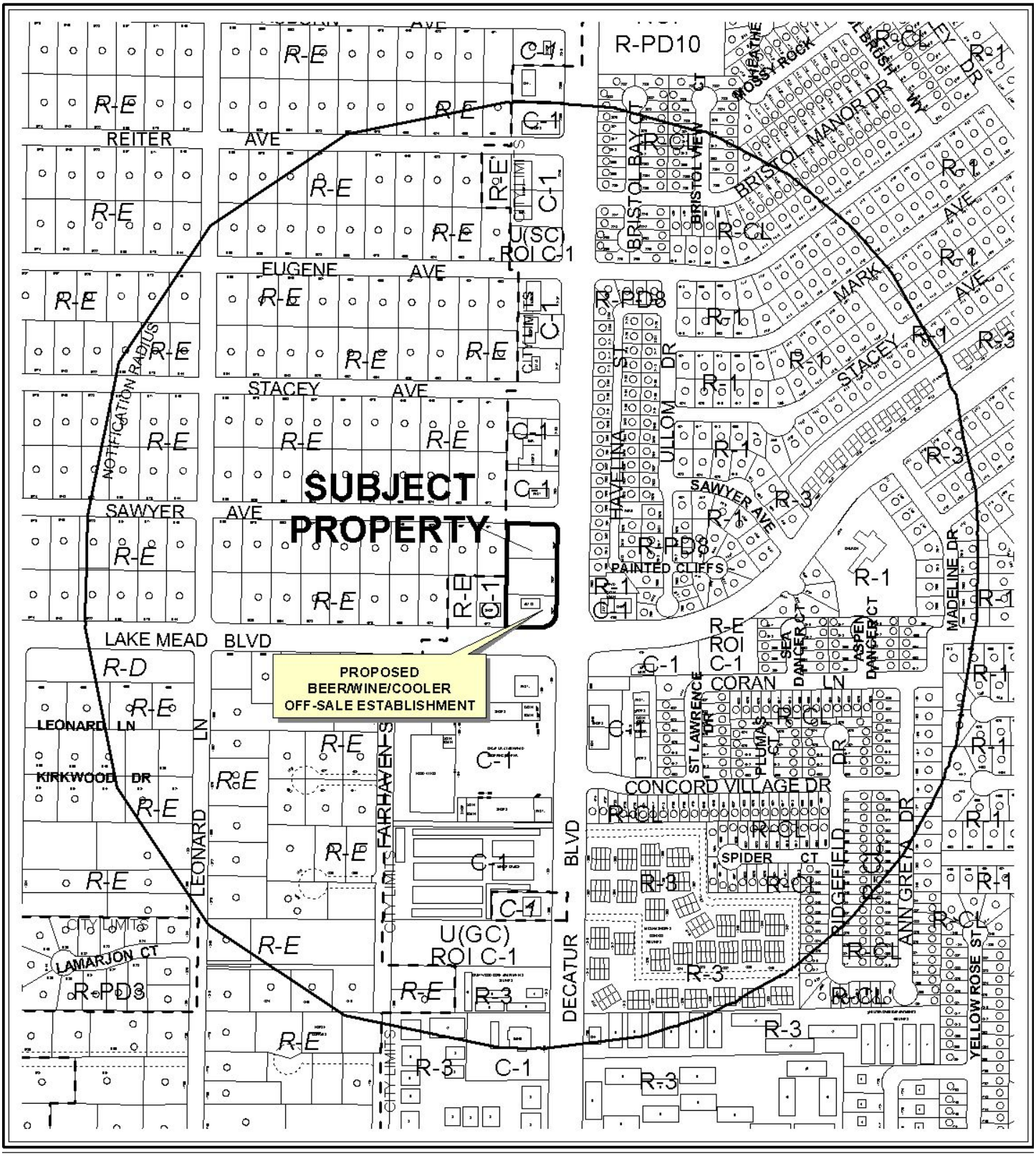
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-31478 - SPECIAL USE PERMIT RELATED TO ZON-31477 - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED 2,944 SQUARE-FOOT CONVENIENCE STORE at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard (APNs 138-24-611-060, 061, and 062), C-1 (Limited Commercial) Zone and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 9



0 400 800 Feet

CASE: **SUP-31478**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] AND C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N

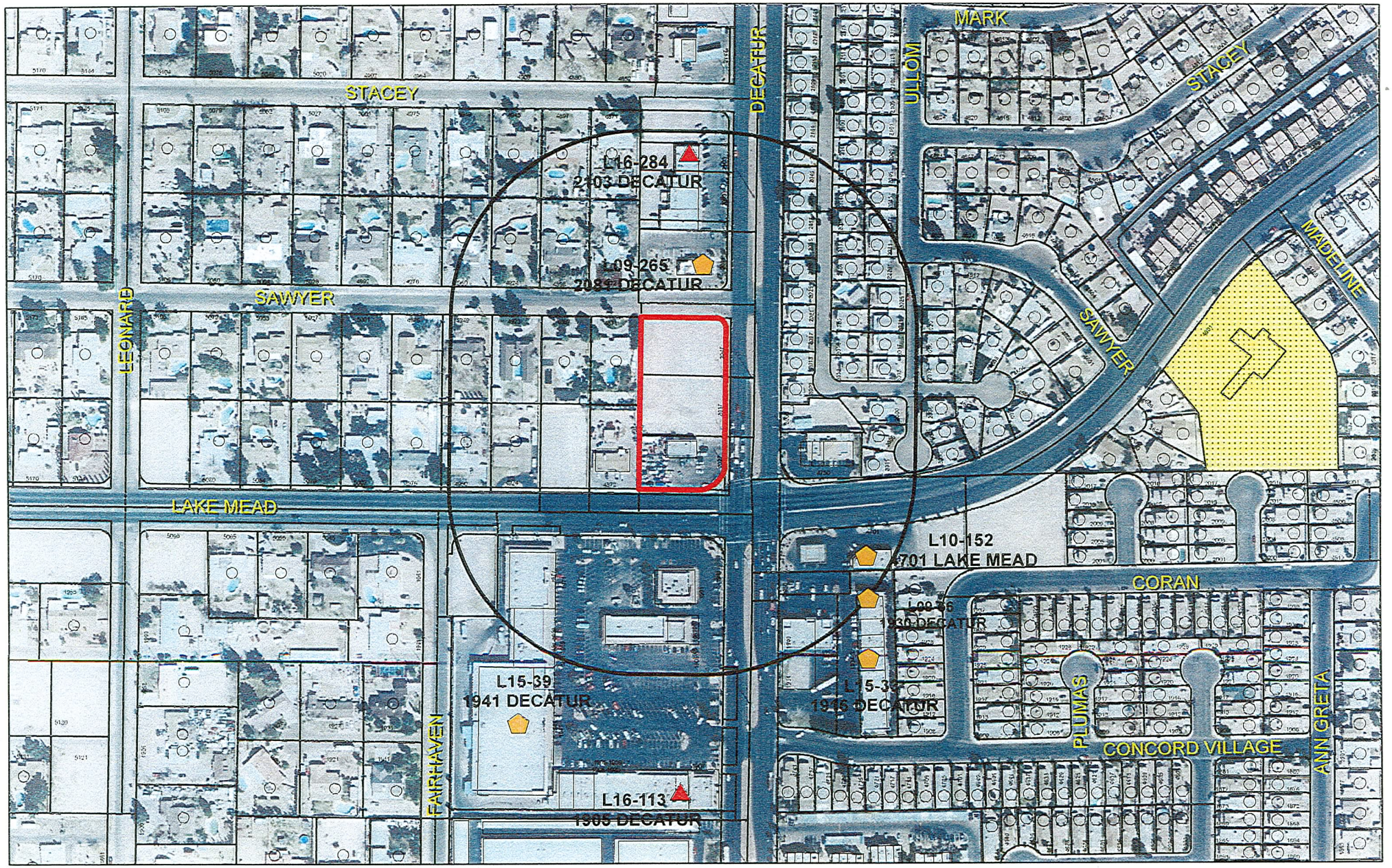
0 400 800 Feet

CASE: **SUP-31478**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] AND C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)



SUP-31478

Submitted at Planning Commission

Date 12-18-08 Item 9

Business Licenses

- Child Care/ Children Facility
- Supper Club/ Restaurant Service Bar
- Tavern
- Liquor on/off Sales

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale use.

2. Approval and conformance to the Conditions of Approval for Site Development Plan Review (SDR-31479) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of individual containers of any size of beer or wine coolers is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with a proposed 2,944 square-foot convenience store on 1.54 acres at the northwest corner of Lake Mead Boulevard and Decatur Boulevard.

In addition to this request, the applicant has submitted a request for a Rezoning (ZON-31477) from U (Undeveloped) zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 0.51 acres at 2047 North Decatur Boulevard, and a request for a Site Development Plan Review (SDR-31479) for a proposed 12,422 square-foot single-story retail development with Waivers of the Building Placement and Orientation Standards and to allow a 24-foot section of the west perimeter landscape buffer to be 8 feet in width where 15 feet is required on 1.54 acres at the northwest corner of Lake Mead Boulevard and Decatur Boulevard. As the requested Special Use Permit meets all minimum Special Use Permit requirements for a Beer/Wine/Cooler Off-Sale Establishment use and is in conjunction with a compatible in-fill development project, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/15/00	The City Council approved a request for a Site Development Plan Review (SD-0037-99) for a proposed 3,660 square-foot addition to an existing 1,839 square-foot Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended denial.
12/02/03	Code Enforcement processed a complaint (#7253) for a wooden sign erected in the planter area at 2027 North Decatur Boulevard. The case was resolved on 03/15/04.
06/16/04	The City Council approved a request for a Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended approval.
08/03/05	The City Council approved a petition to Annex (ANX-6550) land generally located at the southwest corner of Decatur Boulevard and Sawyer Avenue. The Planning Commission recommended approval.
09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6940) for a proposed 12,776 square-foot commercial development and Waivers of the parking lot, foundation, and perimeter landscaping requirements and a Waiver of the commercial design standards to allow a 10-foot corner side setback where 15 feet is required, and a request for a Rezoning (ZON-7051) from U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 1.5 acres adjacent to the northeast corner of Lake Mead Boulevard and Decatur Boulevard. The Planning Commission recommended approval.

01/03/07	Code Enforcement processed a complaint (#48898) for illegal signage along Decatur Boulevard from Rancho Drive to Vegas Drive. The case was resolved on 01/22/07.
01/30/08	Code Enforcement processed a complaint (#61961) to check the area of Sawyer Avenue and North Decatur Boulevard for all possible violations. The case was resolved on 03/06/08.
02/04/08	Code Enforcement processed a complaint (#62035) for refuse and waste on the vacant lots located at 2037 and 2047 North Decatur Boulevard. The case was resolved on 02/21/08.
02/20/08	Code Enforcement processed a complaint (#62513) for the vacant lots located at 2037 and 2047 North Decatur Boulevard being used as dumping sites. The case was resolved on 02/21/08.
02/25/08	Code Enforcement processed a complaint (#62635) for people driving up to the vacant lots located at 2037 and 2047 North Decatur Boulevard and performing illegal dumping. The case was resolved on 03/06/08.
07/02/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
08/06/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
12/18/08	The Planning Commission recommended approval of companion items ZON-31477 and SDR-31479 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #9/ne).
Related Building Permits/Business Licenses	
08/22/96	A business license (#G02-00663) was issued for a minor auto repair facility at 2027 North Decatur Boulevard.
02/07/03	A business license (#T24-00396) was issued for flower sales at 2027 North Decatur Boulevard. The license was marked out on 05/16/07.
Pre-Application Meeting	
10/21/08	A pre-application meeting was held where the submittal requirements for a Special Use Permit application were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
11/06/08	Staff performed a routine field check where graffiti was noted on the walls adjacent to the vacant lots, the perimeter landscaping around the existing automotive repair facility appeared to be deficient of the required shrubbery, and non-permitted temporary signage (A-frame type) was noted on the vacant parcel next to the automotive repair facility.

Details of Application Request			
Site Area			
Net Acres	1.51		
Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Automotive Repair Garage & Vacant Land	SC (Service Commercial)	C-1 (Limited Commercial) & U (Undeveloped) zone [SC (Service Commercial) General Plan designation]
North	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurant & Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residences, Office, Retail, & Las Vegas Valley Water District Facility	ML (Medium Low Density Residential) & SC (Service Commercial)	R-PD8 (Residential Planned Development – 8 Units Per Acre) & R-1 (Single Family Residential) & C-1 (Limited Commercial)
West	Office & Single-Family Residential	SC (Service Commercial) & DR [(Desert Rural) Clark County]	C-1 (Limited Commercial) & R-E [(Rural Estates) Clark County]

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District – 70 Feet	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance*	X		Y

A-O (Airport Overlay) District – 70 Feet

No structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations defined by the McCarran Airport Overlay Map and the North Las Vegas Airport Overlay Map. The subject site is within the 70-foot contour limitations and does not violate the height limitations. The tallest elevation of the proposed building is 30.67 feet in height and is in compliance with the Airport Overlay District.

***Project of Regional Significance**

Pursuant to Ordinance No. 5227, the project under review meets the threshold that defines a "Project of Regional Significance" as outlined in the ordinance for a Special Use Permit application concerning property within 500 feet of the City boundary with Clark County or North Las Vegas. The applicant has prepared and submitted, as part of the overall project submittal, an impact report as required by the Ordinance for referral to affected agencies. On 11/25/08, a comment was received from the Regional Transportation Commission (RTC) suggesting a bus turn-out be provided for along West Lake Mead Boulevard in relation to the associated Site Development Plan Review (SDR-31479) that was submitted with this Special Use Permit application. As of 12/03/08, no comments or objections have been received from the other agencies notified.

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Convenience Store (with accessory Beer/Wine/ Cooler Off-Sale use)	2,944 SF	1:175	68	3	67	4	Y
General Retail Store, Other than Listed (3500 Square Feet or More)	9,479 SF	1:175					
SubTotal			68	3	67	4	
TOTAL (including handicap)			71		71		

ANALYSIS

The proposed Special Use Permit is a request to provide Beer/Wine/Cooler Off-Sale Establishment within a proposed convenience store at the northwest corner of Lake Mead Boulevard and Decatur Boulevard. This use will operate within a 2,944 square-foot portion of a 12,423 square-foot single-story retail building as an ancillary use to the proposed convenience store. There are no protected uses within the required 400-foot distance separation and the proposed convenience store with Beer/Wine/Cooler Off-Sale use meets the intent of the C-1 (Limited Commercial) zoning district by providing additional retail services to the surrounding community.

- **Zoning**

  This project is located within a C-1 (Limited Commercial) zoning district. The C-1 district is intended to provide most retail shopping and personal services. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) district is consistent with the SC (Service Commercial) category of the General Plan.

- **Use**

  A Beer/Wine/Cooler Off-Sale Establishment is defined by Title 19 as an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine or coolers to consumers only and not for resale, in original sealed or corked containers, for the consumption off the premises where the same are sold, and is operated in connection with a grocery store, convenience store, or specialty merchandise store. Beer/Wine/Cooler Off-Sale cannot be located within 400-feet of any church, synagogue, school, childcare facility licensed for more than 12 children or City Park. The subject location does not have any of the before mentioned protected uses within the required 400-foot distance separation.

- **Minimum Special Use Permit Requirements**

  *1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.

  *2. Except as otherwise provided in Requirement 3 below, the distance referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line"

refers to property lines of fee interest parcels and does not include the property line of:

a. Any leasehold parcel; or
b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

*3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for an establishment, which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reason in support of the decision.

5. The minimum distance requirement in Requirement 1 do not apply to:

a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
b. A proposed establishment having more than 50,000 square-feet of retail floor space.

*6. All businesses, which sell alcoholic beverages, shall conform to the provisions of LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise non-waivable under the provisions of Section 19.040.050(A)(4), may be waived:

a. In accordance with the provisions of Section 19.040.050(A)(4) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) zoning district and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square-feet and 50,000 square-feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

d. In connection with a retail establishment having less than 20,000 square-feet of retail floor space, if the area to be used for the sale, display, or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right-of-way with a width of at least 100 feet.

The proposed use is in conformance with the minimum Special Use Permit Requirements for a Beer/Wine/Cooler Off-Sale Establishment.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The C-1 (Limited Commercial) zoning district is consistent with the General Plan designation of SC (Service Commercial). The proposed Beer/Wine/Cooler Off-Sale Establishment within a Convenience Store is a compatible use with neighboring commercial and residential uses. The use will be ancillary to the proposed convenience store and is compatible and harmonious with the existing and future surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The site is physically suitable for this type of use and the intensity is appropriate in this area. Adequate site access and parking is being provided for this use. As the Beer/Wine/Cooler Off-Sale Establishment is an accessory use to the proposed convenience store, the impact will not exceed that of the primary use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Adequate access to the site is provided from Decatur Boulevard and Lake Mead Boulevard, both are 100-foot Primary Arterials, as defined by the Master Plan of Streets and Highways. Both Decatur Boulevard and Lake Mead Boulevard are sufficient in size to accommodate the amount of vehicular trips associated with the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed use will not result in detrimental effects to the human health and public safety as the project must comply with Chapter 6.50 of the Municipal Code, as well as Section 268.090 of the Nevada Revised Statutes, which further governs the sale and distribution of alcoholic beverages.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use conforms to the Minimum Special Use Permit Requirements for a Beer/Wine/Cooler Off-Sale Establishment use.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #2 as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 846 by City Clerk

APPROVALS 1

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-31478** APN: 138-24-611-060 061, 062

Name of Property Owner: 2027 North Decatur, LLC

Name of Applicant: Kummer Kaempfer Bonner Renshaw & Ferrario

Name of Representative: Kummer Kaempfer Bonner Renshaw & Ferrario Stephanie Allen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GUS MERHI

Subscribed and sworn before me

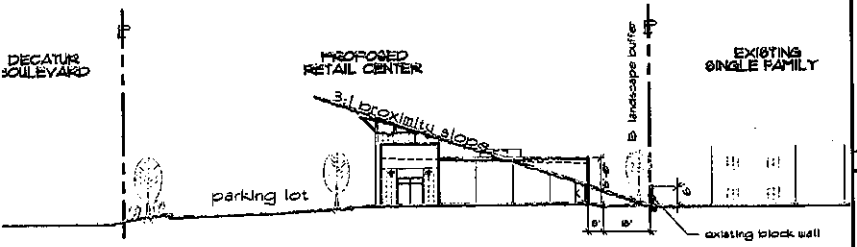
This 23 day of October, 20 08

Billy C Hardin

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
BILLY C. HARDIN
My Appointment Expires
No: 00-63775-1 June 5, 2012

ITE PROFILE A-A



LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	CALIFORNIA PEPPER TREE Schinus Molle	LARGE DECIDUOUS	24" BOX
	MESQUITE	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA Acacia stenophylla	LARGE DECIDUOUS	24" BOX
	HONDEL PINE Pinus Brutia Eldarica	LARGE EVERGREEN	24" BOX
	ALEPPO PINE Pinus Halepensis	LARGE EVERGREEN	24" BOX

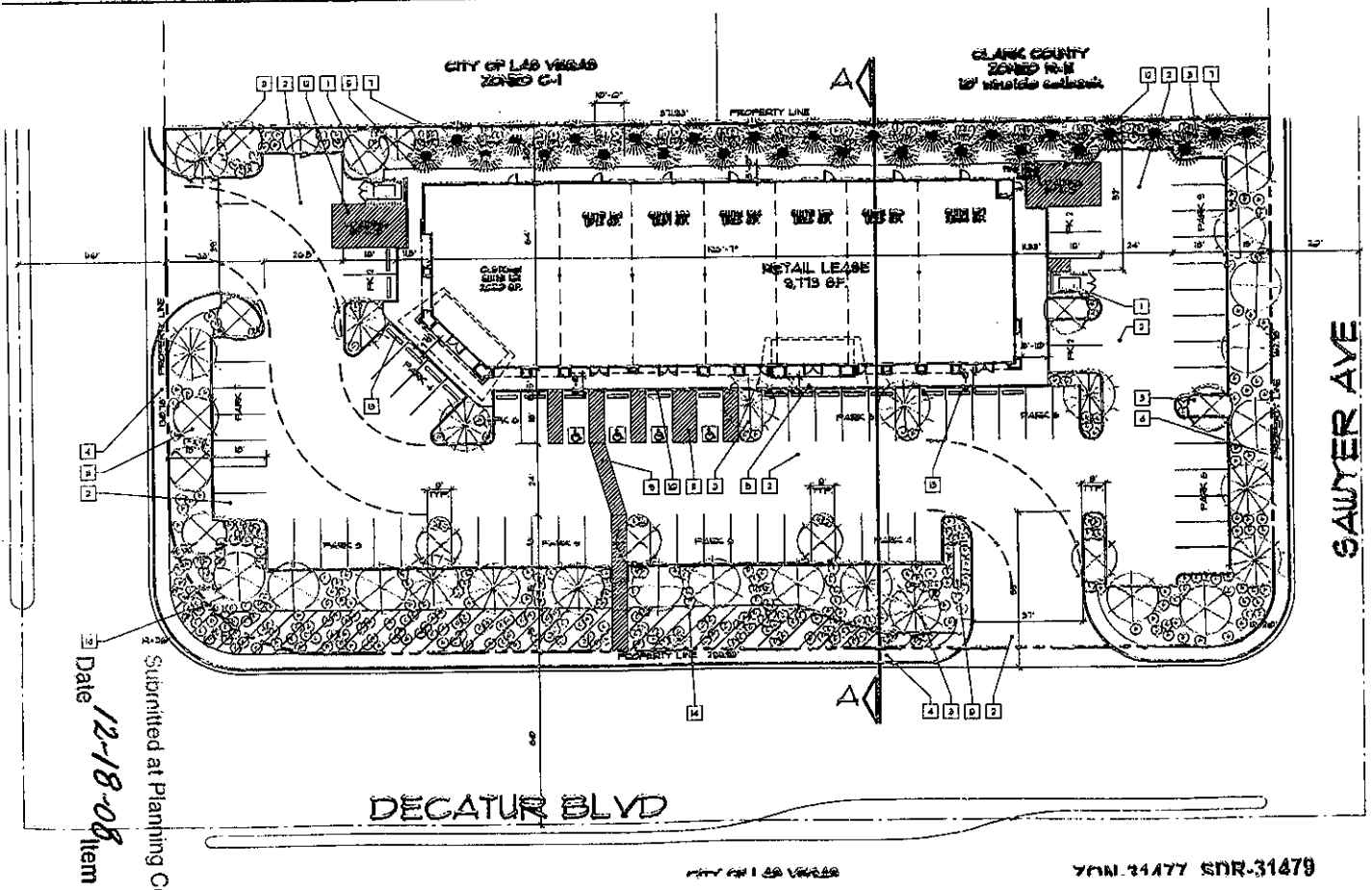
SYMBOL	SHRUBS and GROUND COVER	
	EVERGREEN EUONYMOUS Euonymous Japonica	15 GAL
	COMMON WINTER CREEPER Euonymous Fortunei	15 GAL
	FEATHERY CASSIA Cassia artemisioides	5 GAL
	MEXICAN PRIMROSE Oenothera berlandieri	5 GAL
	HYBRID GAZANIA Gazania hybrida	5 GAL
	CHAPO COYOTE BRUSH Baccharis pilularis "Centennial"	5 GAL

SYMBOL	HARDSCAPE
	LANDSCAPE BOULDERS

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL.
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 15 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. # WEST PROPERTY LINE AGAINST R-E ZONING
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. PROVIDE 2'-0" SWALE ALONG STREET FRONTAGE LANDSCAPING
6. HATCHED AREA INDICATES 24" MAX. HEIGHT GROUND COVER

KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF TUBE STEEL GATES BUILT WITH 15-DEGREE BACKING - LIFT PIN LOCK/LATCH. ENCLOSURE TO ALSO BE COVERED WITH PAINTED METAL TRELLIS.
2	A.C. PAVING - SEE CIVIL DWGS FOR THICKNESS
3	LANDSCAPED AREA - SEE LANDSCAPE LEGEND
4	CONCRETE SIDEWALK, CURB + GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ BROOM FINISH
6	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING CI ZONE- FIELD VERIFY EXISTING BLOCK WALL
7	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING RESIDENCE FIELD VERIFY EXISTING BLOCK WALL
8	PYLON SIGN - BY OTHERS
9	HANDICAP ACCESS
10	HANDICAP ZERO CURB ACCESS
11	HANDICAP ACCESSIBLE AISLE
12	15' X 25' LOADING ZONE
13	CONCRETE AUTO STOP
14	ROW FOR RIGHT TURN LANE TO BE DEDICATED TO CITY. CONSTRUCTION OF RIGHT TURN LANE NOT A REQUIREMENT OF THIS DEVELOPMENT



PROJECT DATA

REQUIRED ZONING: C-1
EXISTING ZONING: C-1

TOTAL BUILDING AREA: 12,423 SF.

AREA/PARKING SUMMARY

USE	AREA	FACTOR	CALCULATION	PARKING REQUIRED
RETAIL LEASE	9,773 SF.	1/150	9,773 SF./150= 11 SPACES	11 SPACES
TOTALS				11 SPACES

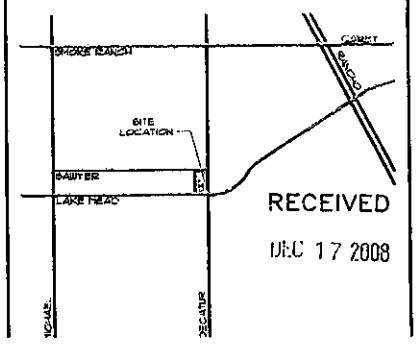
PARKING PROVIDED: 11 SPACES

SITE ACREAGE: 0.7249 SF./1.50 ACRES±

APN#: 138-24-611-004
138-24-611-061
138-24-611-062

BUILDING COVERAGE: 10.47%

LOCATION



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DEC 17 2008

revisions

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Metri
City of Las Vegas Nevada

date
proj. no.
drwn. by
chkd. by
no.

john daly burke, architect
347 N. CAMINO REAL #30 - LAS VEGAS, NV. 89110 (702) 876-4333

Submitted at Planning Commission
Date 12-18-08 Item 8-10

ZON-31477 SDR-31479
SUP-31478 REVISED
12/18/08 PC

COLOR SCHEME

Sym.	Color/Material	Location
A	DUNN EDWARDS - DE5214 TAUNY AMBER	FIELD - BOTTOM AREA
B	DUNN EDWARDS - DE5212 NATURAL TAN	FIELD - TOP AREA
C	DUNN EDWARDS - DE5871 DOWNPOUR	METAL ACCENTS
D	DARK & MEDIUM	FIELD
E	CLEAR ANODIZED	STOREFRONT FRAMES
F	CLEAR SOLARBAN 70 XL(2)	GLAZING

NOTES

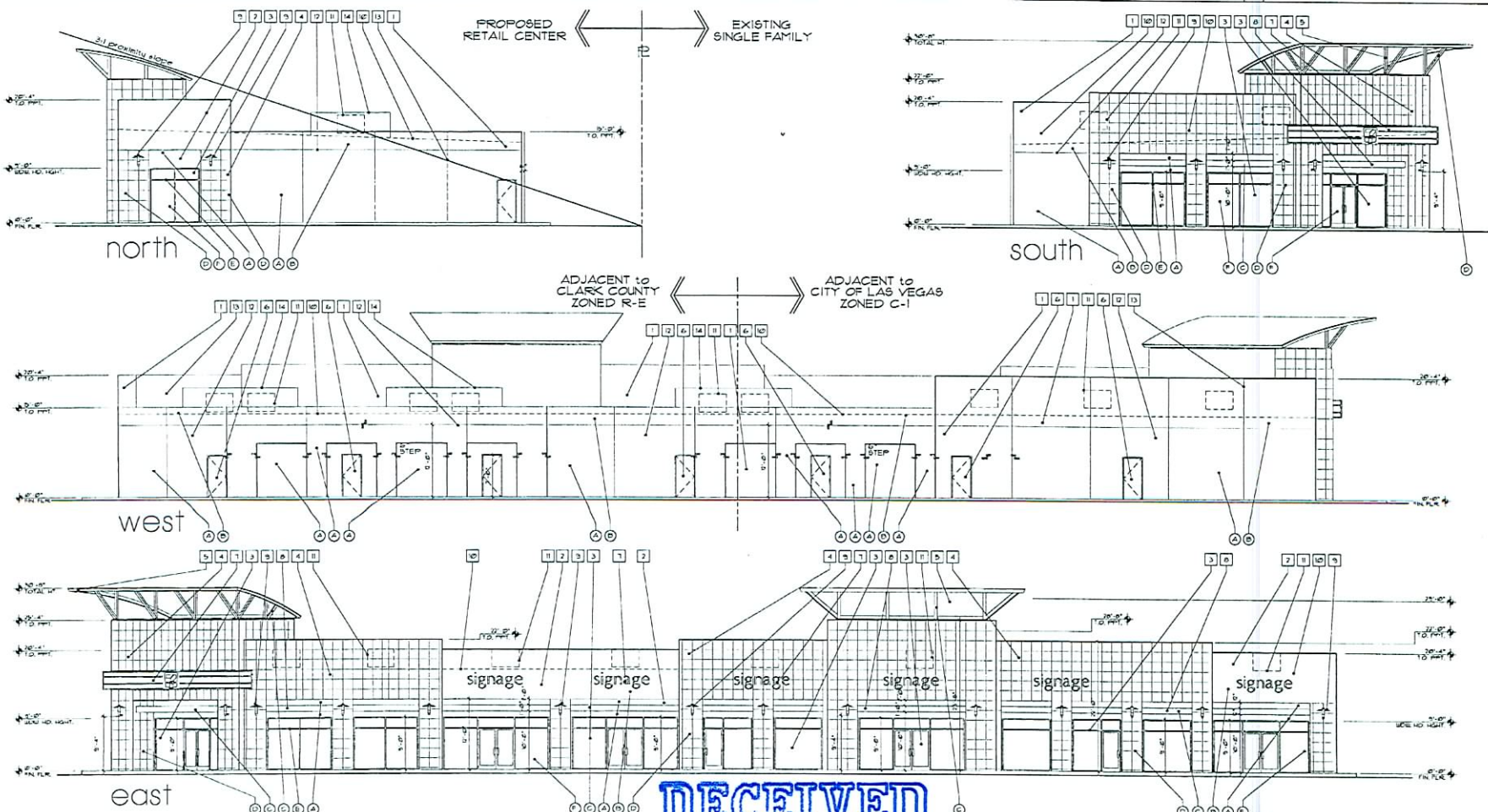
1. ALL CORNERS TO HAVE RIGHT-AID STUCCO CORNER BEADS
2. STUCCO FINISH TO BE DASH FINISH W/ (2) TWO COATS OF ELASTOMERIC SPRAY ON PAINT
3. SEE ELECTRICAL DRAWINGS FOR ALL WALL LIGTH FIXTURES
4. 1 LAYER OF BITUTHENE 4000 TO BE USE AT ALL HORIZONTAL STUCCO SURFACE LOCATIONS
5. USE HIGH RIBBED LATH & ALL STUCCO SOFFIT LOCATIONS
6. SIGNAGE IS NOT A PART OF THIS SUBMITTAL. "SIGNAGE" IS SHOWN FOR ELECTRICAL REFERENCE ONLY
7. EXTEND PLANT-ON'S AND FACIA'S THREE INCHES (3") AT STONE VENEER LOCATIONS TO COMPENSATE FOR VENEER & GROUT THICKNESS
8. STONE VENEER O/MORTAR BED O/SCRATCH COAT O/METAL LATH INSTALLED PER SECTION 1405.9 OF THE 2006 I.B.C. O/(2) LAYERS OF GRADE 'D' BUILDING PAPER PER SECTION 2510.6 OF THE 2006 I.B.C. O/SHEATHING (SEE STRUCTURAL) O/2X STUDS PER FLOOR PLAN CULTURED STONE (OR) ELDORADO STONE TO BE USED
9. DIMENSIONS FOR WINDOW OPENINGS SHOWN AS FINISHED OPENINGS - FRAMING SUBCONTRACTOR TO ADJUST ROUGH OPENINGS PER DETAILS DETAILS ON SCHEDULE SHEET
10. ALL ELEVATIONS ARE BASED ON 0'-0" FLOOR ELEVATION U.N.O.

OWNER COLOR APPROVAL

PAINT SUB-CONTRACTOR TO PAINT 4'-0" X 4'-0" SQUARES OF ALL COLORS ON REAR OF BUILDING FOR OWNER TO APPROVE PRIOR TO ORDERING PAINT

KEYNOTES

#	description	#	description
1	1/8" STUCCO O/PAPERBACKED HEXWIRE (LT. MACHINE DASH)	10	LINE OF ROOF BEYOND
2	1/8" STUCCO O/PAPERBACKED HEXWIRE (USE 'SYNERGY' FOR FINISH COAT - RENDER SMOOTH)	11	LINE OF MECHANICAL EQUIPMENT BEYOND
3	ALUMINUM STOREFRONT DOOR OR WINDOW	12	2" PAINTED DECORATIVE REVEAL
4	SLATE TILE VENEER ATTACHED PER SECTION 1405.9 OF THE 2006 I.B.C.	13	'KEENE' #40 STUCCO CONTROL JOINT
5	DECORATIVE TUBE STEEL FRAME W/STANDING SEAM METAL ROOF	14	VISUAL SCREENS FOR MECHANICAL EQUIPMENT - STUCCO FINISH TO MATCH BUILDING.
6	H.M. DOOR		
7	SIGNAGE - BY OTHERS - NOT A PART OF THIS SUBMITTAL		
8	DECORATIVE METAL BAND		
9	WALL MOUNTED SCONCE		



1 ELEVATIONS
SCALE: 1/8" = 1'-0"

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NOV 21 2008

RECEIVED
NOV 21 2008

SUP-31478
REVISED
12/18/08 PC

revisions

john dauid burke, architect
347 W. COLENDO ROAD #301 LAS VEGAS, NV. 89118 (702)876-4863

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Mehri
City of Las Vegas Nevada

date	10/27/08
proj. no.	2008-22
drwn. by	
chkd. by	

sheet no. A2

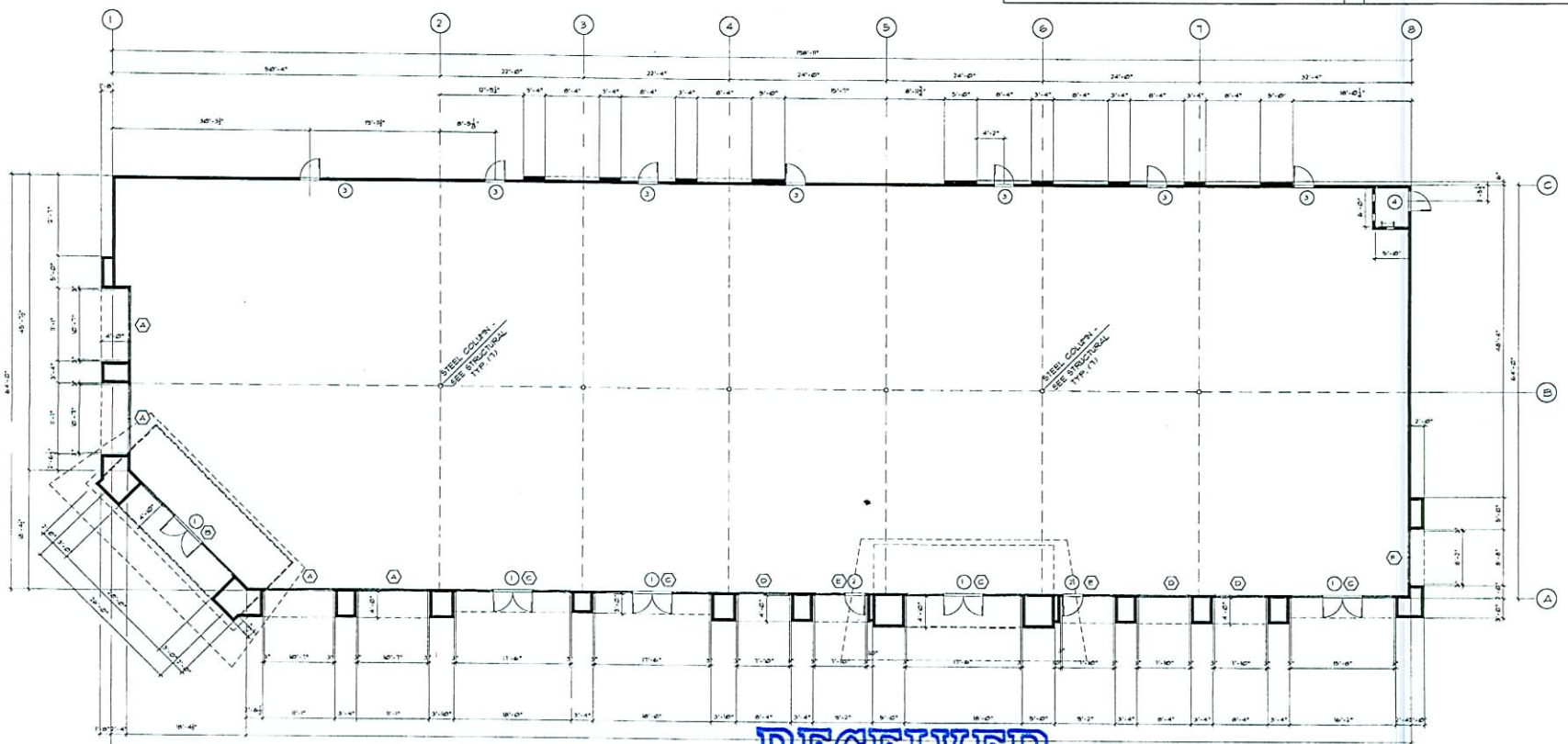
WALL LEGEND

EXTERIOR 2 X 6 STUD WALL:
7/8" STUCCO FINISH O/APPROVED WEIGHT O/PLYWOOD O/BUILDING PAPER STRUCTURAL SHEATHING (SEE STRUCTURAL DRAWINGS + SHEAR WALL SCHEDULE) O/2X6 STUDS @ 16" O.C. W/ R-19 BATT INSULATION (INTERIOR GYPSUM BOARD TO BE ADDED WHEN T.I. IS CONSTRUCTED)

1 HR. INTERIOR WALL (INNER ROOM)
SEE SHEET SCH.1 FOR FOR 1 HR. LISTED ASSEMBLIES

KEYNOTES

#	description
1	ROOF ACCESS LADDER WITH ROOF HATCH ABOVE
2	EXTERIOR CONCRETE SIDEWALK (OR) PAVERS - SEE SITE PLAN & CIVIL DWGS. - TYPICAL EXTERIOR WALK (SLOPE AWAY FROM BLDG (NOTE THAT CROSS SLOPE SHALL NOT EXCEED 1:50)
3	ALUMINUM STOREFRONT GLAZING - SEE DOOR & WINDOW SCHEDULE
4	ALUM. THRESHOLD - FLUSH INT. SLAB W/EXT. SLAB
5	ELECTRICAL SWITCHGEAR - SEE ELECTRICAL DRAWINGS
6	STUCCO BUILD-OUT
7	LINE OF BUILDING ABOVE - SEE REFLECTED CEILING & ROOF PLAN
8	STEEL COLUMN - SEE STRUCTURAL DRAWINGS
9	
10	
11	
12	
13	



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

TOTAL SF: 9,479 S.F.

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NOV 21 2008

RECEIVED
NOV 21 2008

SUP-31478
REVISED
12/18/08 PC

revisions

john daulli burke, architect
3471 N. DECATUR ROAD #30 LAS VEGAS, NV. 89115 (702)876-4863

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Merri
City of Las Vegas Nevada

date	12/2/08
proj. no.	2008-721
drwn. by	
chkd. by	

sheet no. A3

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31478 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

john david burke architect
A Professional Corporation

RECEIVED
DEC 03 2008

December 3, 2008

City of Las Vegas Planning & Development
Development Services Center
Permits and Inspections, Plans Examination Division
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Nicole Eddowes, Planner I

Re: Justification letter for Rezone (C1 and U to C1), Special Use Permit (to allow Beer/Wine Off Sale) and Site Plan Development Review (to construct a 12,423 s.f. single story Retail Shopping Center at the NWC of Lake Mead & Decatur APN#'s 138-24-611-060, 061, 062

Overview:
The project that we are submitting for your review depicts a proposed single story, grey shell retail shopping center building at the NWC of Lake Mead & Decatur. Currently, this site is three separate parcels. The two southerly parcels are currently zoned C1 (SC), the northerly parcel is zoned U (SC). Ultimately, these 3 parcels will be combined into one. The project has been previously submitted under the Site Development Review, SDR-15322, in 2006. .

Rezone U to C1
The northern parcel (138-24-611-060) was under a resolution of intent U to C1 which expired 9/7/07. This rezone application updates the previous request and unifies the zoning on the three parcels. This request is in conformance with the General Plan designation of SC and is entirely consistent with the surrounding zoning for all four corners of the Lake Mead/Decatur intersection.

Special Use Permit
The current project has a letter of intent from 7-11 to lease the corner 3000 s.f. suite of the center for a convenience store that will have beer/wine sales for off premises consumption. This use is consistent with the other uses at this intersection of two section line streets. The tenant is a well established company that will be signing a long lease and will provide the anchor for the center.

Site Plan Development Review
Currently on the site is an auto care use which will be demolished and replaced with a less intensive retail use. The exterior elevations depict a modern, single story wood framed stucco building that will have slate tile veneer and metal awnings. Two standing seam metal accent roofs will act as focal points along the east elevation – indentifying the major tenant suites.

SUP-31478
REVISED
12/18/08 PC

3471 W. Oquendo Road #301 • Las Vegas, Nevada 89118 • (702) 876-4863 • Fax (702) 876-9355

The project meets almost all City regulations including the proper residential adjacency setbacks to the residential property to the west. Intense landscaping has been provided along the entire west side that will further buffer the residential from the commercial use.

As part of the previous application (SDR-15322), a neighborhood meeting was held in August of 2006. The residents expressed their biggest concern which was that no driveways be allowed on Sawyer Avenue. This design respects that concern and has driveways only on the Lake Mead and Decatur frontages.

Waiver of Standard Request

We are requesting two waivers:

1. We request that the requirements of the Las Vegas Zoning Code 19.08.050.D.2.e.i be waived in this case. This code section requires that "…buildings on corner lots should be oriented to the corner and street fronts…". On this lot, due to the fact that no access is allowed on Sawyer to accommodate the wishes of the residential neighbors to the west and that this is a relatively small site – this requirement is difficult to achieve. That and the fact that this is the last of the corners at this intersection to be developed with the other three corners having their buildings set back from the corner and street fronts. We feel this waiver request is justified due to the constraints of residential adjacency and satisfaction of neighbors concerns that have been placed on such a small site along with the strong precedent of the other developed corners.
2. We request that the requirements of the Las Vegas Zoning Code 19.12.040.A.1 be waived in this case. This code section requires that "…when adjacent to…an existing single family residential use…the (landscape) buffer shall be…15 feet…". We are asking that only a 24 foot section be reduced by 4' to facilitate back out space for the last parking stall. The required amount of planting will still be provided. We feel this is justified due to the minimal adjustment from literal compliance.

Conclusion

This project serves to upgrade this commercial corner, complete a consistent zoning pattern and provide a smooth transitional use from the residential to the west to the commercial street frontage of two major section line streets. Sufficient landscape buffering and a clean modern design will make this a completely appropriate development at this location.

We respectfully request your consideration in this matter. If you have any questions or comments please call.

Sincerely,

John Burke Architect

SUP-31478
REVISED
12/18/08 PC

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CITY CLERK

2009 JAN 12 P 12:16

ity of Las Vegas
ffice Of The City Clerk
00 Stewart Avenue
as Vegas, Nevada 89101

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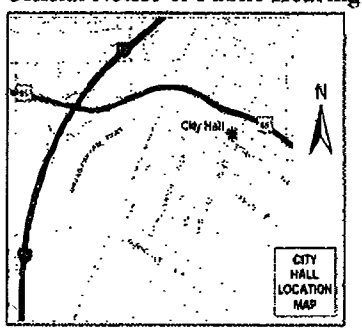
UNITED STATES POSTAGE

$ 00.39

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

lease use available blank space on card for your comments.

ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

WEEDEN JOSEPH EDWARD III
MCNEILL-WEEDEN KELLY J
1955 LEONARD LN
LAS VEGAS NV 89108-2336

KAVDS11 89108

01/12/2009 23:25 7023639198 WEEDEN III PAGE 02

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2009 JAN 12 P 12:16

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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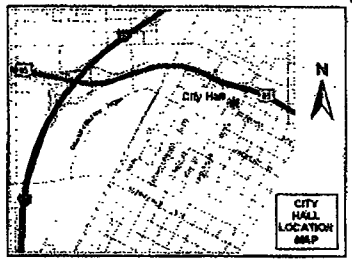

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824701005
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

JAN0511 89108

01/12/2009 MON 12:28 [TX/RX NO 9749] 003

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2009 JAN 12 A 8:03

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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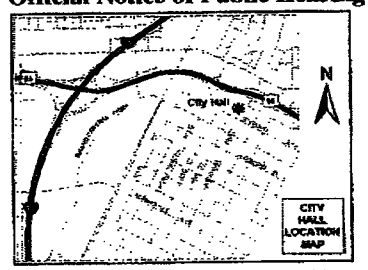

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

URENO AGUEDA
2730 SANDY LN
LAS VEGAS NV 89115-4200

KAVDS11 89115

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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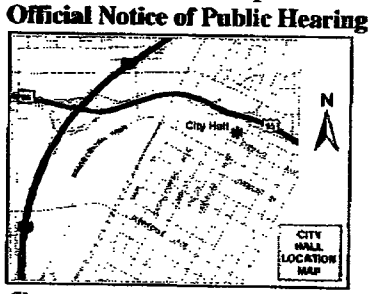

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

HAUGEN NORRIS L & ELVA J FAM TR
HAUGEN NORRIS L & ELVA J TRS
5196 SAWYER AVE
LAS VEGAS NV 89108-3064

KAVDS11 89108

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Las Vegas, Nevada 89101

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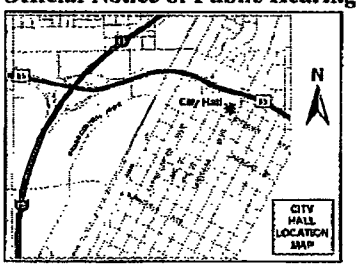

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478
City Council Meeting of 1/21/2009

STEWART STEVEN M
FLECKENSTEIN JOHN
3210 W CHARLESTON #2
LAS VEGAS NV 89102-0080

KAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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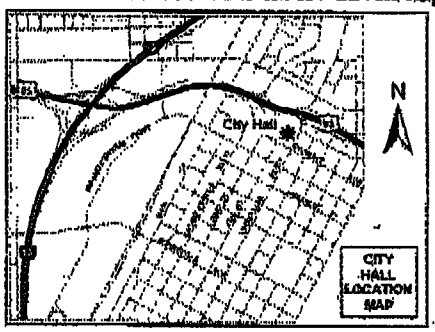

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

City Council Meeting of 1/21/2009

FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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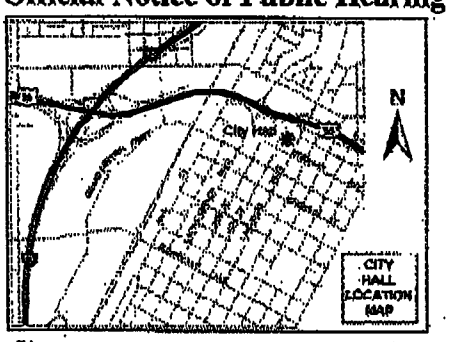

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-31477 & SUP-31478

City Council Meeting of 1/21/2009

FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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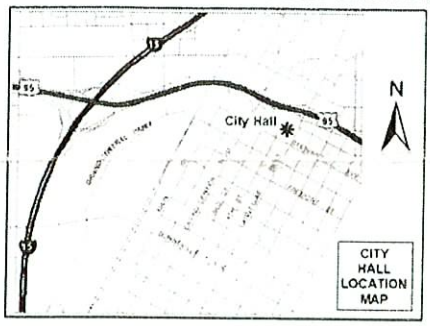

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824611029
HORA JACK VERNON TRUST
5001 STACEY AVE
LAS VEGAS NV 89108-3017

JAV0511 A3108

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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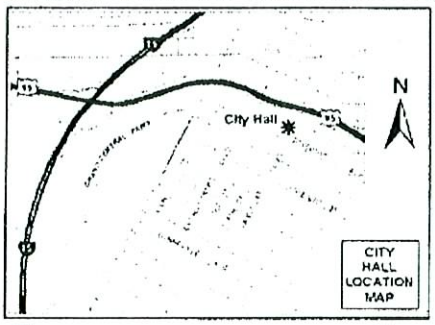

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824702018
SPERLING-GOMEZ HEIDI
1875 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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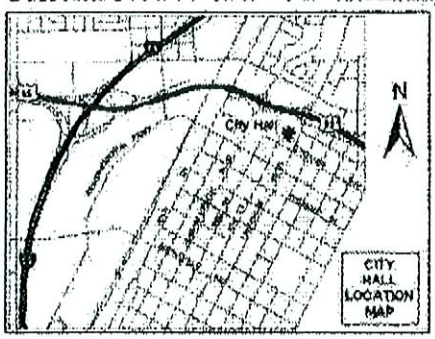

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-31477 & SUP-31478
Planning Commission Meeting of 12/18/2008

Case: ZON-31477
13919214007
RODRIGUEZ FAMILY TRUST 2000
2 HALF MOON BEND
CORONADO CA 92118-3207

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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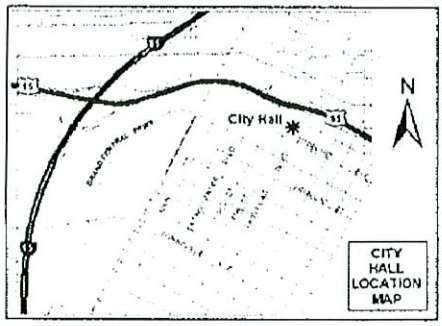

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Already enough convenience establishments in the area.

Case: ZON-31477
13919301001
WOODY-MAC 108 L L C
%SPEEDEE MART INC
1188 WIGWAM PKWY
HENDERSON NV 89074-8154

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

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0004238954 DEC 05 2008
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13824611017 Case: ZON-31477
SPRADA PAUL M
4908 STACEY AVE
LAS VEGAS NV 89108-3072

JAVDS11 89108

dp

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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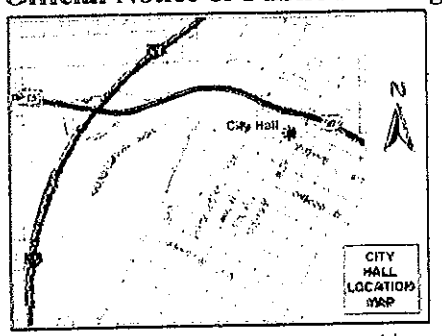

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP31478

Planning Commission Meeting of 12/18/2008 We already have

in Decatur between S Ranch & Vegas

4 bars 4 convenience stores

2 liquor stores 1 groc. store

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DEC 16 2008

Case: ZON-31477
13824511064
DYER JAMES RUSSELL & CAROL LYNN
4976 EUGENE AVE
LAS VEGAS NV 89108-3030

Submitted after final agenda

Date 12-16-08 Item 9 9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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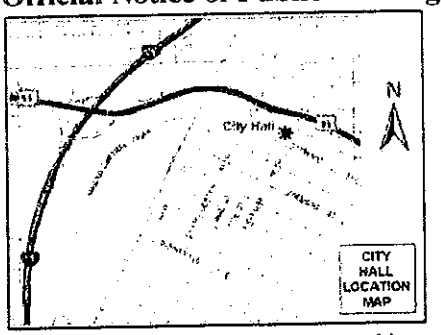

Per our phone

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477
13919311057
MATTHEWS MILTON A
3750 PENNY POINT #E
COLORADO SPRINGS CO 80906-6333

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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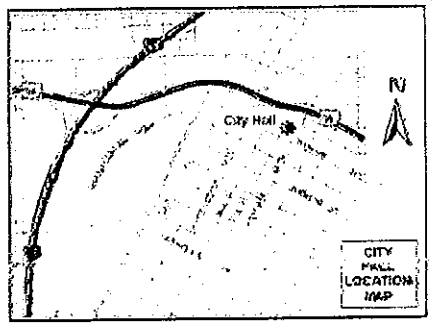

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

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DEC 16 2008

Case: ZON-31477
13824611042
RUCKER DELMAR M & DONNA M FAM TR
4924 SAWYER AVE
LAS VEGAS NV 89108-3058

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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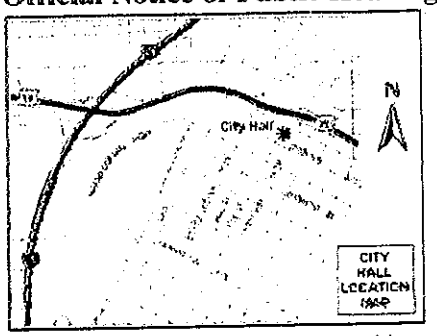

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

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Case: ZON-31477
13919111104
BURGESS HARRY A JR & STACIE R
4500 EUGENE AVE
LAS VEGAS NV 89108-2822

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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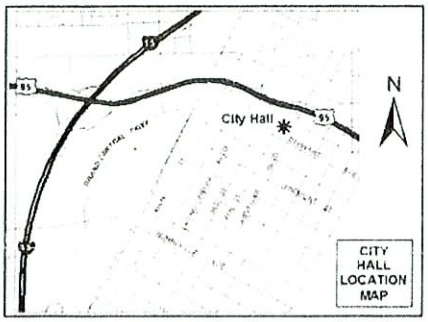

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477

13824611020
WILLIAMS JAMES M
4992 STACEY AVE
LAS VEGAS NV 89108-3072

9A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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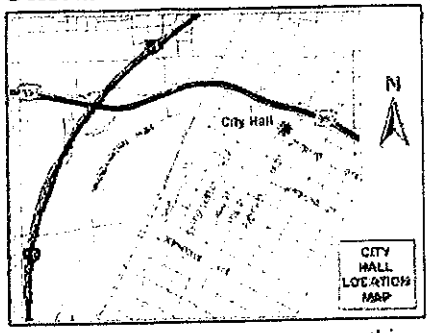

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DEC 16 2008

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SDR-31478

Planning Commission Meeting of 12/18/2008

Case: ZON-31477
13824611022
REISIG BARRY K JR & SANDY
1582 S 2800 EAST
NEW HARMONY UT 84757-5074

Submitted after final agenda
Date 12-16-08 Item 9

9A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-31479 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-31477 AND SUP-31478 - PUBLIC HEARING - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC - Request for a Site Development Plan Review FOR A PROPOSED 12,422 SQUARE-FOOT SINGLE-STORY RETAIL DEVELOPMENT WITH WAIVERS OF THE BUILDING PLACEMENT AND ORIENTATION STANDARDS AND TO ALLOW A PORTION OF THE WEST PERIMETER LANDSCAPE BUFFER TO BE EIGHT FEET WHERE 15 FEET IS REQUIRED on 1.54 acres at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard (APNs 138-24-611-060, 061, and 062), C-1 (Limited Commercial) Zone and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

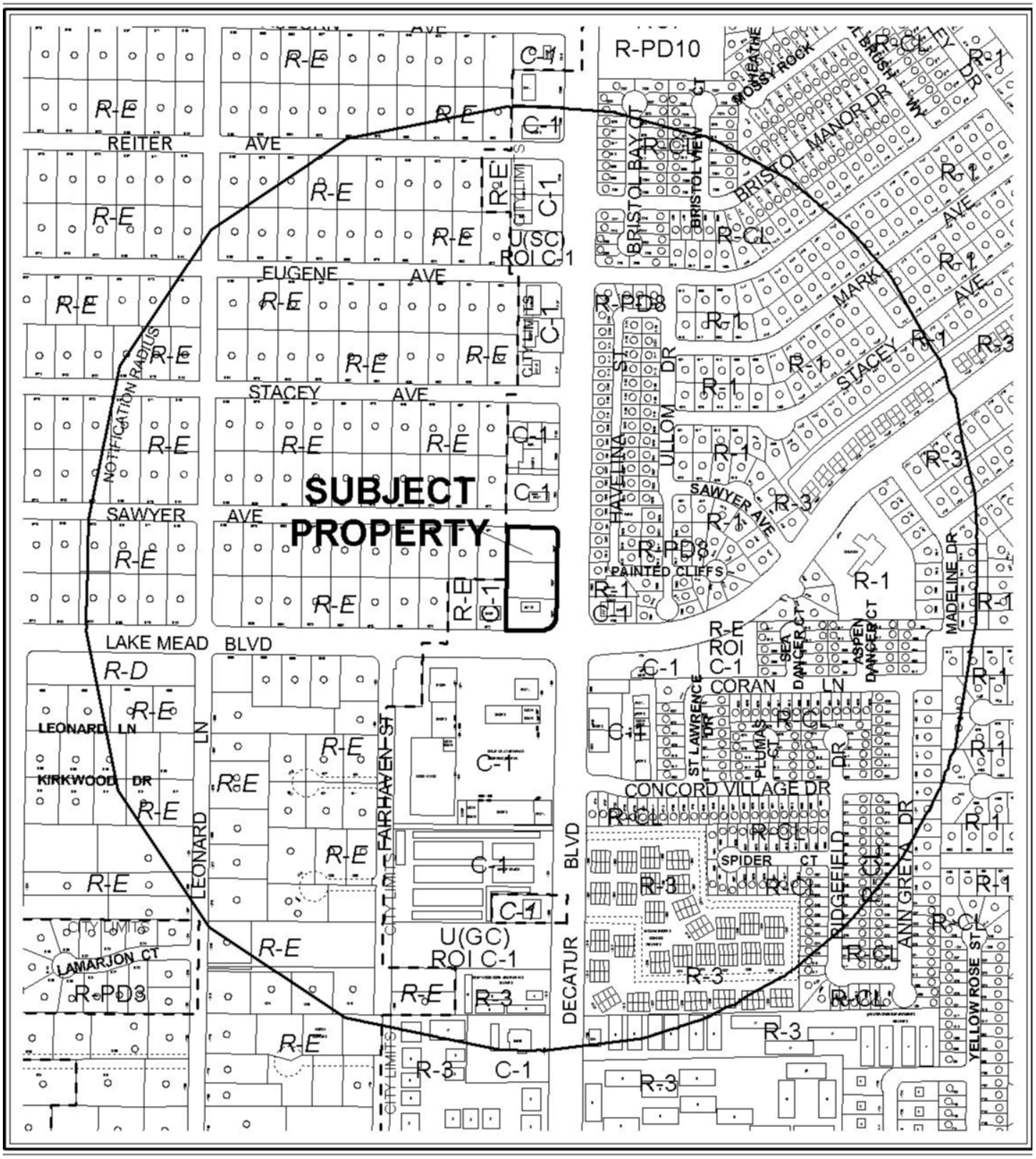
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**4**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 10



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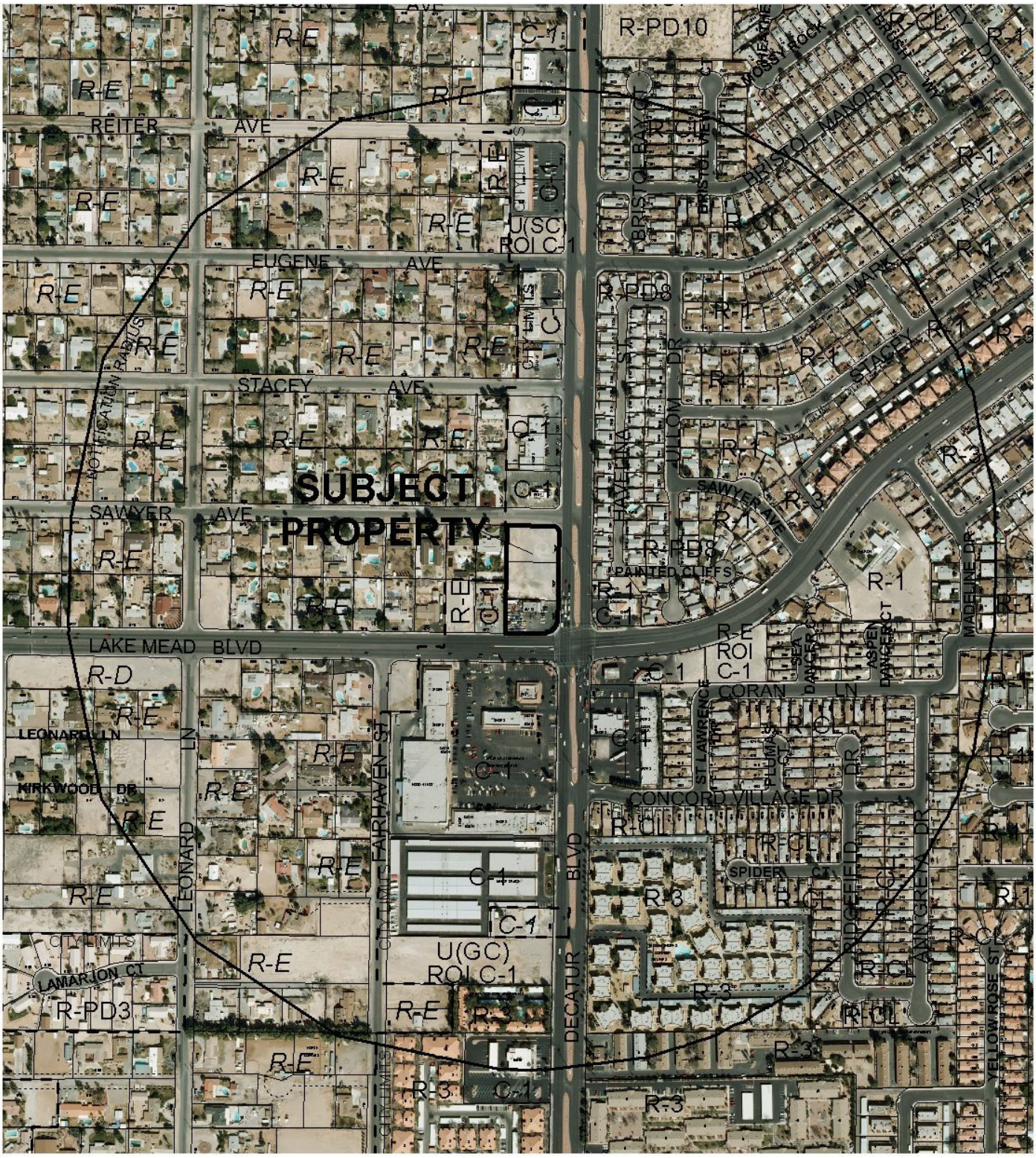
CASE: **SDR-31479**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] AND C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N



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CASE: **SDR-31479**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] AND C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-31478) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan/landscape plan date stamped 12/17/08 and building elevations date stamped 11/21/08, except as amended by conditions herein.

4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan:
   a. Four, 5-gallon shrubs per tree.
   b. 17 trees within the 15-foot wide east perimeter landscape buffer.

5. Parking lot landscaping and screening shall comply with the requirements of Title 19.10.010(J)(11), which states that parking lots shall be screened from adjacent roadways by a low wall or berm with a maximum height of thirty-six inches, a solid living hedge with an approximate maximum height of thirty-six inches, or some other screening method that has been approved as part of a landscape plan and provides a continuous screen.

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7. No signage is approved as a part of this review. All signage shall be reviewed at the time of permitting by the Building and Safety Department and must adhere to LVMC Title 19.14.

8. A Waiver from Title 19.08 is hereby approved, to allow alternative Building Placement and Orientation.

9. A Waiver from Title 19.12 is hereby approved, to allow a 24-foot section of the west perimeter landscape buffer to be 8 feet in width where 15 feet is required.

10. A reversionary parcel map consolidating the three parcels shall be recorded prior to issuance of any building or grading permits.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. The trash enclosure must be fully enclosed and roofed using the same design theme and materials similar to those used in the main structure per LVMC Title 19.08.050(E)(4)(b) development standards.

16. A decorative block wall with 20% contrasting material at least six feet in height and meeting all requirements of Title 19.12.075 shall be provided where the subject site is adjacent to residentially zoned property. With the permission of the property owner(s), all existing walls adjacent to the residence along the western property lines shall be torn down and replaced, at the developers sole expense, with a new wall which shall measure a total of 6 to 8 feet in height above the finished grade of this site, including any retaining wall which may be required. The developer also agrees to assume all liability for any damage that may occur to any lateral walls due to construction of a new property line wall and to erect any temporary fence or wall that may be required during the construction of a new permanent wall.

17. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

18. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

19. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

20. Submit a Reversionary Map for this site or coordinate with the City Surveyor to determine an acceptable mapping method; comply with the recommendations of the City Surveyor.

21. Dedicate an additional 5 feet of right-of-way for a total radius of 25 feet on the southwest corner of Decatur Boulevard and Sawyer Drive, dedicate additional right-of-way along Decatur Boulevard, in accordance with Standard Drawing #201.1 for a southbound right hand turn lane, dedicate a 30 foot radius on the northwest corner of Decatur Boulevard and Lake Mead Boulevard and grant an appropriate traffic signal chord easement on the northwest corner of Lake Mead Boulevard and Decatur Boulevard, behind the required radius, prior to the issuance of any permits. Construction of the dedicated right turn lane is not required at this time.

22. A Petition of Vacation for the existing right-of-way adjacent to the northwest corner of this site, outside of the required dedication area, shall be submitted to the City and shall be approved by the City Council prior to the submittal of any construction drawings for this site and if approved the Order of Vacation shall record prior to recordation of a Final Map overlying the area to be vacated.

23. Construct all incomplete half-street improvements on Sawyer Avenue adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

24. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

25. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

26. Extend public sewer in Sawyer Avenue to the western, edge of this site at a size, depth and location acceptable to the Collection System Planning section of the Department of Public Works. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

27. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

28. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

29. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed 12,422 square-foot single-story retail development with Waivers of the Building Placement and Orientation Standards and to allow a 24-foot portion of the west perimeter landscape buffer to be 8 feet in width where 15 feet is required on 1.54 acres at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard.

In addition to this request, the applicant has submitted a request for a Rezoning from U (Undeveloped) zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 0.51 acres at 2047 North Decatur Boulevard, and a request for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with a proposed 2,944 square-foot convenience store on 1.54 acres at the northwest corner of West Lake Mead Boulevard and North Decatur Boulevard. As the requested Site Development Plan Review facilitates compatible in-fill development and complies with Title 19 development standards with the exception of the Building Placement and Orientation and the landscape Waiver requested, which is minor in nature, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/15/00	The City Council approved a request for a Site Development Plan Review (SD-0037-99) for a proposed 3,660 square-foot addition to an existing 1,839 square-foot Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended denial.
12/02/03	Code Enforcement processed a complaint (#7253) for a wooden sign erected in the planter area at 2027 North Decatur Boulevard. The case was resolved on 03/15/04.
06/16/04	The City Council approved a request for a Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard. The Planning Commission recommended approval.
08/03/05	The City Council approved a petition to Annex (ANX-6550) land generally located at the southwest corner of Decatur Boulevard and Sawyer Avenue. The Planning Commission recommended approval.

09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6940) for a proposed 12,776 square-foot commercial development and Waivers of the parking lot, foundation, and perimeter landscaping requirements and a Waiver of the commercial design standards to allow a 10-foot corner side setback where 15 feet is required, and request for a Rezoning (ZON-7051) from U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 1.5 acres adjacent to the northeast corner of Lake Mead Boulevard and Decatur Boulevard. The Planning Commission recommended approval.
01/03/07	Code Enforcement processed a complaint (#48898) for illegal signage along Decatur Boulevard from Rancho Drive to Vegas Drive. The case was resolved on 01/22/07.
01/30/08	Code Enforcement processed a complaint (#61961) to check the area of Sawyer Avenue and North Decatur Boulevard for all possible violations. The case was resolved on 03/06/08.
02/04/08	Code Enforcement processed a complaint (#62035) for refuse and waste on the vacant lots located at 2037 and 2047 North Decatur Boulevard. The case was resolved on 02/21/08.
02/20/08	Code Enforcement processed a complaint (#62513) for the vacant lots located at 2037 and 2047 North Decatur Boulevard being used as dumping sites. The case was resolved on 02/21/08.
02/25/08	Code Enforcement processed a complaint (#62635) for people driving up to the vacant lots located at 2037 and 2047 North Decatur Boulevard and performing illegal dumping. The case was resolved on 03/06/08.
07/02/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
08/06/08	The City Council approved a Required Review of an approved Special Use Permit (SUP-4195) for an existing Auto Repair Garage, Minor at 2027 North Decatur Boulevard.
12/18/08	The Planning Commission recommended approval of companion items ZON-31477 and SUP-31478 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/ne).
Related Building Permits/Business Licenses	
08/22/96	A business license (#G02-00663) was issued for a minor auto repair facility at 2027 North Decatur Boulevard.
02/07/03	A business license (#T24-00396) was issued for flower sales at 2027 North Decatur Boulevard. The license was marked out on 05/16/07.
Pre-Application Meeting	
10/21/08	A pre-application meeting was held where the submittal requirements for a Site Development Plan Review were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
11/06/08	Staff performed a routine field check where graffiti was noted on the walls adjacent to the vacant lots, the perimeter landscaping around the existing automotive repair facility appeared to be deficient of the required shrubbery, and non-permitted temporary signage (A-frame type) was noted on the vacant parcel next to the automotive repair facility. The existing wall adjacent to the residential properties was not a solid wall. Portions of the block wall were missing and had been replaced with materials other than block.
Details of Application Request	
Site Area	
Net Acres	1.51 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Automotive Repair Garage & Vacant Land	SC (Service Commercial)	C-1 (Limited Commercial) & U (Undeveloped) zone [SC (Service Commercial) General Plan designation]
North	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurant & Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residences, Office, Retail, & Las Vegas Valley Water District Facility	ML (Medium Low Density Residential) & SC (Service Commercial)	R-PD8 (Residential Planned Development – 8 Units per Acre) & R-1 (Single Family Residential) & C-1 (Limited Commercial)
West	Office & Single-Family Residential	SC (Service Commercial) & DR [(Desert Rural) Clark County]	C-1 (Limited Commercial) & R-E [(Rural Estates) Clark County]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District – 70 Feet	X		Y
Trails – Pedestrian Path	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

A-O (Airport Overlay) District – 70 Feet

No structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations defined by the McCarran Airport Overlay Map and the North Las Vegas Airport Overlay Map. The subject site is within the 70-foot contour limitations and does not violate the height limitations. The tallest elevation of the proposed building is 30.67 feet in height and is in compliance with the Airport Overlay District.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following development standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	67,246 SF	N/A
Min. Lot Width	100 FT	137.78 FT	Y
Min. Setbacks			
• Front	20 Feet	85 Feet	Y
• Side	10 Feet	75 Feet	Y
• Corner	15 Feet	120 Feet	Y
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50%	18%	Y
Max. Building Height	N/A	30.67 Feet	N/A
Trash Enclosure	Roofed, Gated & Screened	Described In Notes, Not Shown in Elevation	N*
Mech. Equipment	Screened	Not Shown	N*

**A condition has been added to ensure the proper construction of the trash enclosure in accordance with Title 19.08.050(E)(4)(b) development standards, and the proper screening of all mechanical equipment.*

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	Setback of 20 feet allowed for building height of 15 feet; thereafter one additional foot setback from west property line for each foot increase in height	Building height of 15 feet at 20-foot setback	Y
Adjacent development matching setback	10 Feet	20 Feet	Y
Trash Enclosure	50 Feet	51 Feet	Y*

**Two trash enclosures are proposed with this application. The trash enclosure on the northern end of the site is addressed in this chart, the proposed trash enclosure on the south portion of the site is adjacent to property zoned C-1 (Limited Commercial) and is not required to meet the residential adjacency standards.*

Pursuant to Title 19.12, the following Landscape, Wall, and Buffer standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree per 6 Uncovered Spaces	12 Trees	12 Trees	Y
Buffer: Min. Trees	1 Tree/20 Linear Feet (North) 1 Tree/20 Linear Feet (East) 1 Tree/20 Linear Feet (South) 1 Tree/20 Linear Feet (West)	7 Trees 17 Trees 5 Trees 19 Trees	7 Trees 13 Trees 5 Trees 33 Trees	Y N* Y Y
TOTAL		60 Trees	69 Trees	Y
Min. Zone Width: North South West East	 15 Feet 15 Feet 15 Feet 15 Feet		 15 Feet 15 Feet 8 Feet** 15 Feet	 Y Y N** Y
Wall Height	6 to 8 Feet		None Provided	N***

**The proposed landscape plan is deficient the required trees along the east perimeter landscape buffer. A condition has been added to ensure compliance to the Title 19.12 Landscape Requirements.*

***The applicant is requesting a Waiver for a 24-foot portion of the 372-foot west perimeter landscape buffer to be 8 feet in width where 15 feet is required.*

****There is an existing wall along the west perimeter of the site abutting an R-E zoned property. A field check shows that the wall does not meet the minimum requirements of Title 19.12.075, which requires a solid perimeter wall of at least six feet in height adjacent to residentially zoned properties. A condition has been added to meet this requirement.*

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Convenience Store (with accessory Beer/Wine/ Cooler Off-Sale use)	2,944 SF	1:175	68	3	67	4	Y
General Retail Store, Other than Listed (3500 Square Feet or More)	9,479 SF	1:175					
SubTotal			68	3	67	4	
TOTAL (including handicap)			71		71		

Waivers		
Request	**Requirement**	**Staff Recommendation**
Waiver of the Building Placement and Orientation Standards	Buildings on corner lots should be oriented to the corner and to the street fronts, and should make a strong tie to the building lines of each street.	Approval
Waiver to allow for a 24-foot portion of the 372-foot west landscape buffer to be 8 feet in width where 15 feet is required.	When adjacent to or across the street from an existing single family residential use or zoning district, the buffer shall be increased to 15 feet.	Approval

ANALYSIS

- **Land Use and Zoning**

  The subject site is located within the Southwest Sector of the Las Vegas 2020 Master Plan with a land use designation of SC (Service Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics.

  The subject site is zoned C-1 (Limited Commercial), with the exception of 2047 North Decatur Boulevard. This parcel is currently zoned U (Undeveloped) zone [SC (Service Commercial) General Plan designation]. An associated Rezoning (ZON-31477) application has been submitted in conjunction with this Site Development Plan Review to Rezone this parcel to a C-1 (Limited Commercial) district. The C-1 District is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) zoning district is consistent with the SC (Service Commercial) category of the General Plan.

- **Site Plan**

  The site is located on the northwest corner of Decatur Boulevard and Lake Mead Boulevard. The site consists of three parcels. The parcel adjacent to the northwest corner of Decatur Boulevard and Lake Mead Boulevard is developed with an auto repair facility on the site. The two adjacent parcels are currently vacant. The site plan indicates that one 12,422 square-foot rectangular commercial retail building with seven suites will be located on site. The proposed building will be located toward the middle of the subject property, approximately 20 feet from the west property line.

  Access to the site will be provided from two driveways. One driveway will front Decatur Boulevard and the second driveway fronts Lake Mead Boulevard. Decatur Boulevard and Lake Mead Boulevard will serve as the only means of ingress/egress for the entire site, with no access provided to Sawyer Avenue. The site will feature 24-foot wide drive aisles with a total of 71 parking spaces and two loading zones. Of the 71 parking spaces provided, four are handicapped accessible, one of which will be van accessible. Two trash enclosures have also been provided, one at the far south end, and the other at the far north end of the development.

- **Wall**

  The applicant has indicated on the site plan both an existing six-foot and eight-foot tall block wall adjacent to the existing commercial and residentially zoned property along the west perimeter. A field check performed by staff verified the existence of the wall with

varying heights, but noted the existing wall was not to Title 19 standards. Portions of the block wall were missing and had been replaced with other construction materials such as chain link fencing and wood planks.

The far north end of the proposed site is adjacent to the front yard of a residentially zoned property that currently has an approximate five-foot fence consisting of two-feet of block and three feet of wrought iron. This fence separates the residential properties front yard from the proposed site. Two portions of the existing residential rear-yard block wall south of Sawyer Avenue is a wood "plank type" fencing material. The chain link fencing south of the wood planks is adjacent to the commercially zoned property west of the proposed site. From the point where the chain link fencing intersects with the auto repair facilities perimeter block wall, south to Lake Mead Boulevard, is an existing block wall that separates the proposed site (existing auto repair facility) from the commercially zoned property to the west. Per LVMC Title 19 requirements for wall standards and residential adjacency standards, a condition has been added requiring the applicant to provide a west perimeter wall.

- **Landscaping**

The site plan shows 24-inch box trees spaced at 10 feet on-center along the west perimeter of the proposed building, which exceeds the required spacing and required tree count for residential adjacency. The northern, southern, and eastern perimeters are adjacent to public streets, Lake Mead Boulevard, Sawyer Avenue, and Decatur Boulevard, respectively, and are required to have one 24-inch box tree every 20 linear feet. The northern and southern perimeters have met the tree requirements with seven and five 24-inch box trees, respectively. The eastern perimeter adjacent to North Decatur Boulevard is required to have a total of 17 trees. The site plan only depicts 13 24-inch box trees along this perimeter. A condition has been added to ensure compliance with Title 19.12. The applicant has proposed Aleppo Pines for the western perimeter adjacent to the single-family homes, and a mixture of California Pepper trees, Mesquite trees, Shoestring Acacias, and Mondel Pines for the remaining perimeters and parking lot landscape islands.

Additionally, five-gallon shrubs will be provided, however the quantities in which they are provided do not meet the requirements of Title 19.12; therefore, a condition has been added requiring the applicant to provide four, five-gallon shrubs for each tree required on site. No screening has been noted or provided between the parking lot and Lake Mead Boulevard, Decatur Boulevard, and Sawyer Avenue. Title 19.10 states that parking lots shall be screened from adjacent roadways by a low wall or berm with a maximum height of thirty-six inches, a solid living hedge with an approximate maximum height of thirty-six inches, or some other screening method that has been approved as part of a landscape plan and provides a continuous screen. A condition has been added requiring the parking lot landscaping and screening to comply with the requirements of Title 19.10.

- **Elevations**

  The elevation plan depicts a one story structure with a maximum height of 30.67 feet, with a variety of storefront elevation heights and a variety of textures and colors. The elevations show horizontal parapets accented with decorative tube steel frames at the southern end of the building, and one towards the northern end of the building. The exterior building will have a stucco finish painted a natural tan color with tawny amber and soft blue painted accents. The storefronts will also have aluminum and slate accents. Residential Adjacency Standards require the proposed building to provide a 20-foot setback for a building height of 15 feet and one additional foot setback from property line for each foot increase in building height. The west elevation demonstrates a building height of 15 feet with a 20-foot setback. As the proposed building continues east, graduating roof lines reach a maximum height of 30.67 feet with an 84-foot setback while remaining in compliance with the 3:1 proximity slope for residential adjacency. Signage has been indicated on the elevations. No signage is being reviewed or approved as part of this application. All signage will be reviewed at time of permit.

- **Floor Plan**

  The floor plan depicts 'typical' commercial retail space with six rectangular suites ranging in size from approximately 1,400 square feet to 2,000 square feet. These suites have their front entries oriented towards North Decatur Boulevard. The seventh and final suite at the far south end of the development is the proposed 2,944 square-foot convenience store. The proposed convenience store has a double door entry oriented towards the northwest corner of Decatur Boulevard and Lake Mead Boulevard. The total square footage of the proposed retail development is 12,422 square feet.

- **Waivers**

  ●Building Placement and Orientation

  Per Title 19.08, "buildings on corner lots should be oriented to the corner and to the street fronts, and should make a strong tie to the building lines of each street unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible." The proposed building placement will provide more efficient screening of the parking area, as well as the intersection of Lake Mead Boulevard and Decatur Boulevard, from residentially zoned property to the west; therefore, staff is recommending approval of the Waiver request.

- **Landscape Buffer**

  The applicant has requested a Waiver to allow a 24-foot section of the 372-foot west perimeter landscape buffer to be 8 feet in width where 15 feet is required. This 24-foot section of the landscape buffer is impacted by the need to provide a functional loading zone. Staff finds the Waiver request to be minor in nature and is recommending approval of the Waiver.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with the adjacent development and development in the area as adequate measures have been taken to buffer the proposed development from the adjacent single-family homes to the west by proposing 33 Aleppo Pine Trees within that landscape buffer where 19 trees are required.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the General Plan and Title 19, with the exception of requested Waivers of the Building Placement and Orientation Standards and to allow a 24-foot portion of the west perimeter landscape buffer to be 8 feet in width where 15 feet is required. Conditions have been added to ensure compliance with all wall and buffer standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site access and circulation is appropriate and will not negatively impact adjacent roadways. The site is accessed from Decatur Boulevard and Lake Mead Boulevard, both are 100-foot Primary Arterials as defined by the Master Plan of Streets and Highways. Additionally, the intersection of Decatur Boulevard and Lake Mead Boulevard is a signalized intersection which will enhance site access. No access will be given to Sawyer Avenue, therefore eliminating additional traffic into the adjacent residential neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building and landscape materials are appropriate for the area and for the City. The building will have a stucco finish, feature a stone veneer accent, and utilize a subtle paint scheme. The landscape materials proposed are slow and fast-growing drought tolerant plants that will create a development with a climate appropriate landscape buffer.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations and design characteristics are not unsightly or obnoxious in appearance. The materials, colors, screening and design used will create a harmonious project which will be an enhancement to the overall character of the surrounding neighborhood.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development will be subject to regular inspections for licensing, and therefore the development will not compromise the public health, safety or welfare.

PLANNING COMMISSION ACTION

The Planning Commission amended conditions 3 and 21 as shown to which the applicant agreed. In addition there were two speakers in opposition and two speakers in agreement with this project.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 874 by City Clerk

APPROVALS 3

PROTESTS 4

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-31479** APN: 138-24-611-060 061, 062

Name of Property Owner: 2027 North Decatur, LLC

Name of Applicant: Kummer Kaempfer Bonner Renshaw & Ferrario

Name of Representative: Kummer Kaempfer Bonner Renshaw & Ferrario Stephanie Allen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GUS MERHI

Subscribed and sworn before me

This 23 day of October, 20 08

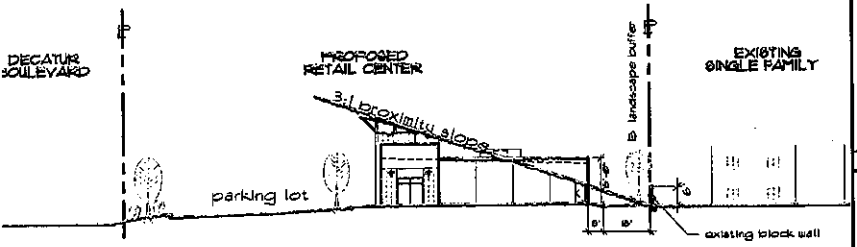
Billy C Hardin

Notary Public in and for said County and State

RECEIVED
OCT 30 2008

Notary Public - State of Nevada
County of Clark
BILLY C. HARDIN
My Appointment Expires
June 5, 2012
No: 00-63775-1

ITE PROFILE A-A



LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	CALIFORNIA PEPPER TREE Schinus Molle	LARGE DECIDUOUS	24" BOX
	MESQUITE	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA Acacia stenophylla	LARGE DECIDUOUS	24" BOX
	HONDEL PINE Pinus Brutia Eldarica	LARGE EVERGREEN	24" BOX
	ALEPPO PINE Pinus Halepensis	LARGE EVERGREEN	24" BOX

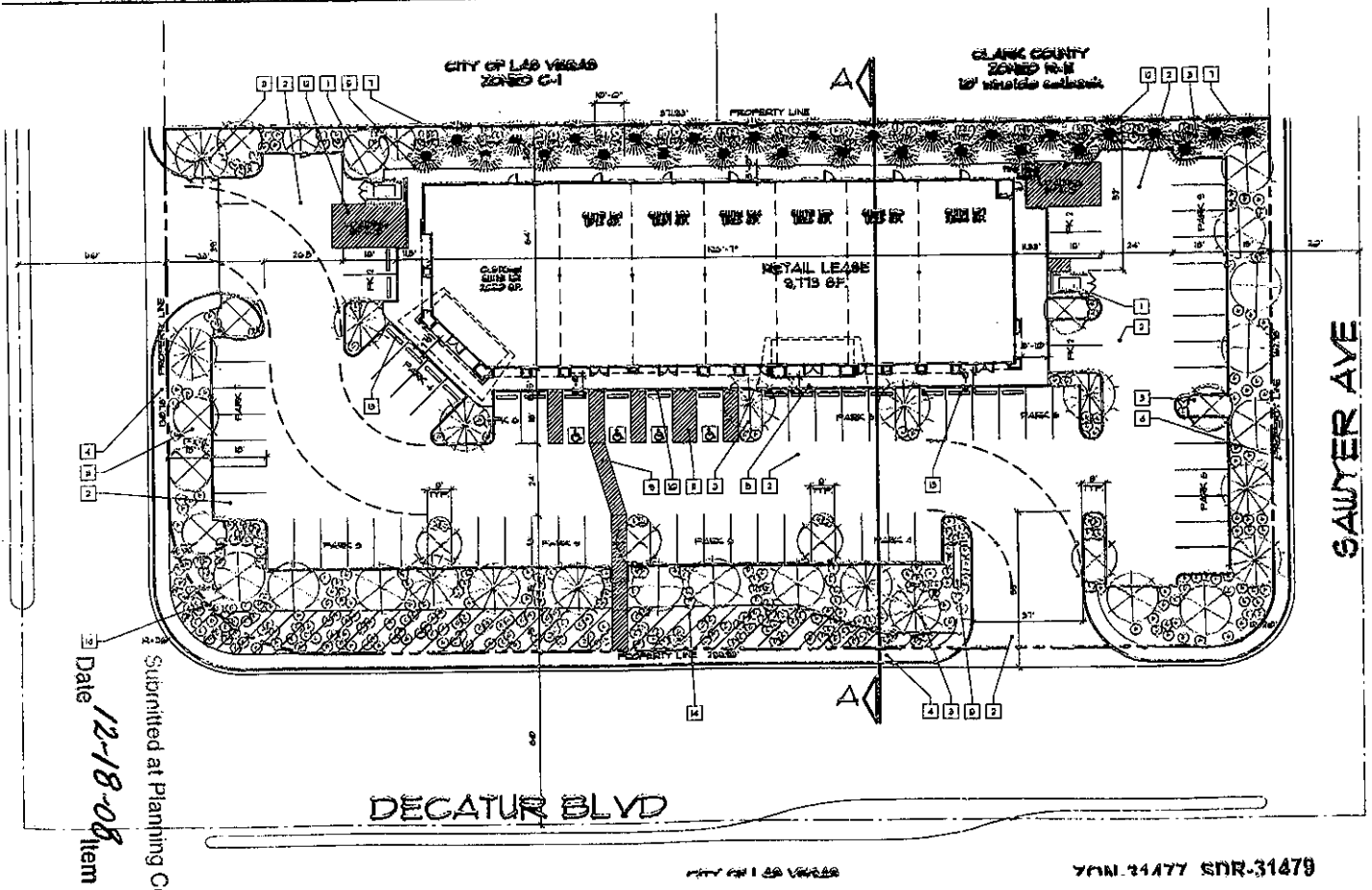
SYMBOL	SHRUBS and GROUND COVER	
	EVERGREEN EUONYMOUS Euonymous Japonica	15 GAL
	COMMON WINTER CREEPER Euonymous Fortunei	15 GAL
	FEATHERY CASSIA Cassia artemisioides	5 GAL
	MEXICAN PRIMROSE Oenothera berlandieri	5 GAL
	HYBRID GAZANIA Gazania hybrida	5 GAL
	CHAPO COYOTE BRUSH Baccharis pilularis "Centennial"	5 GAL

SYMBOL	HARDSCAPE
	LANDSCAPE BOULDERS

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL.
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 15 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. # WEST PROPERTY LINE AGAINST R-E ZONING
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. PROVIDE 2'-0" SWALE ALONG STREET FRONTAGE LANDSCAPING
6. HATCHED AREA INDICATES 24" MAX. HEIGHT GROUND COVER

KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF TUBE STEEL GATES BUILT WITH 15-DEGREE BACKING - LIFT PIN LOCK/LATCH. ENCLOSURE TO ALSO BE COVERED WITH PAINTED METAL TRELLIS.
2	A.C. PAVING - SEE CIVIL DWGS FOR THICKNESS
3	LANDSCAPED AREA - SEE LANDSCAPE LEGEND
4	CONCRETE SIDEWALK, CURB + GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ BROOM FINISH
6	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING CI ZONE- FIELD VERIFY EXISTING BLOCK WALL
7	6'-0" HIGH CONCRETE BLOCK WALL AGAINST EXISTING RESIDENCE FIELD VERIFY EXISTING BLOCK WALL
8	PYLON SIGN - BY OTHERS
9	HANDICAP ACCESS
10	HANDICAP ZERO CURB ACCESS
11	HANDICAP ACCESSIBLE AISLE
12	15' X 25' LOADING ZONE
13	CONCRETE AUTO STOP
14	ROW FOR RIGHT TURN LANE TO BE DEDICATED TO CITY. CONSTRUCTION OF RIGHT TURN LANE NOT A REQUIREMENT OF THIS DEVELOPMENT



PROJECT DATA

REQUIRED ZONING: C-1
EXISTING ZONING: C-1

TOTAL BUILDING AREA: 12,423 SF.

AREA/PARKING SUMMARY

USE	AREA	FACTOR	CALCULATION	PARKING REQUIRED
RETAIL LEASE	9,773 SF.	1/150	9,773 SF./150= 11 SPACES	11 SPACES
TOTALS				11 SPACES

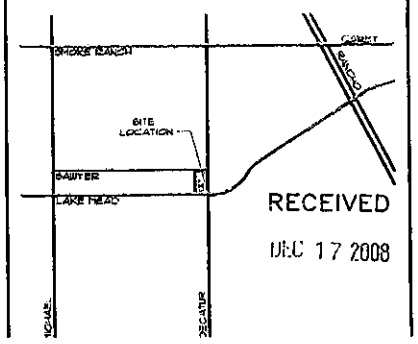
PARKING PROVIDED: 11 SPACES

SITE ACREAGE: 0.7249 SF./1.50 ACRES±

APN#: 138-24-611-004
138-24-611-061
138-24-611-062

BUILDING COVERAGE: 10.47%

LOCATION



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RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Metri
City of Las Vegas Nevada

date
proj. no.
drwn. by
chkd. by
no.

john daly burke, architect
347 N. CAMINO REAL #30 - LAS VEGAS, NV. 89110 (702) 876-4333

Submitted at Planning Commission
Date 12-18-08 Item 8-10

ZON-31477 SDR-31479
SUP-31478 REVISED
12/18/08 PC

COLOR SCHEME

Sym.	Color/Material	Location
(A)	DUNN EDWARDS - DE5214 TAUNY AMBER	FIELD - BOTTOM AREA
(B)	DUNN EDWARDS - DE5212 NATURAL TAN	FIELD - TOP AREA
(C)	DUNN EDWARDS - DE6811 DOLPHOUN	METAL ACCENTS
(D)	DARK 4 MEDIUM	FIELD
(E)	CLEAR ANODIZED	STOREFRONT FRAMES
(F)	CLEAR SOLARBAN 70 XL(2)	GLAZING

NOTES

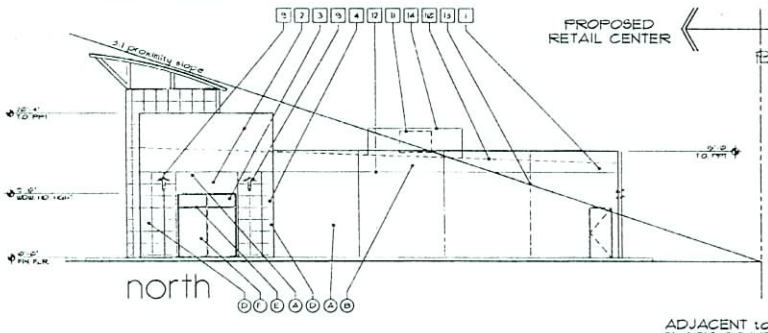
1. ALL CORNERS TO HAVE RIGHT ANGLE STUCCO CORNER BEADS
2. STUCCO FINISH TO BE DASH FINISH W/ (2) TWO COATS OF ELASTOMERIC SPRAY ON PAINT
3. SEE ELECTRICAL DRAWINGS FOR ALL WALL LIGTH FIXTURES
4. 1 LAYER OF BITUTHENE 4000 TO BE USE AT ALL HORIZONTAL STUCCO SURFACE LOCATIONS
5. USE HIGH RIBBED LATH @ ALL STUCCO SOFFIT LOCATIONS
6. SIGNAGE IS NOT A PART OF THIS SUBMITTAL "SIGNAGE" IS SHOWN FOR ELECTRICAL REFERENCE ONLY
7. EXTEND PLANTERS AND FACIA'S THREE INCHES (3") AT STONE VENEER LOCATIONS TO COMPENSATE FOR VENEER + GROUT THICKNESS
8. STONE VENEER (MORTAR BED) (SCRATCH COAT (METAL LATH INSTALLED PER SECTION 1405.3 OF THE 2006 IBC OR (2) LAYERS OF GRADE 'D' BUILDING PAPER PER SECTION 2506.2 OF THE 2006 IBC (SHEATHING (SEE STRUCTURAL) (16)X STUDS PER FLOOR PLAN CULTURED STONE (OR) ELDORADO STONE TO BE USED
9. DIMENSIONS FOR WINDOW OPENINGS SHOWN AS FINISHED OPENINGS - FRAMING SUBCONTRACTOR TO ADJUST ROUGH OPENINGS PER DETAILS DETAILS ON SCHEDULE SHEET
10. ALL ELEVATIONS ARE BASED ON 0'-0" FLOOR ELEVATION U.N.O.

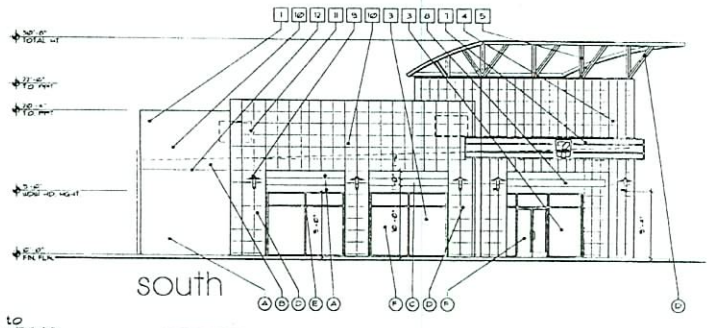
OWNER COLOR APPROVAL

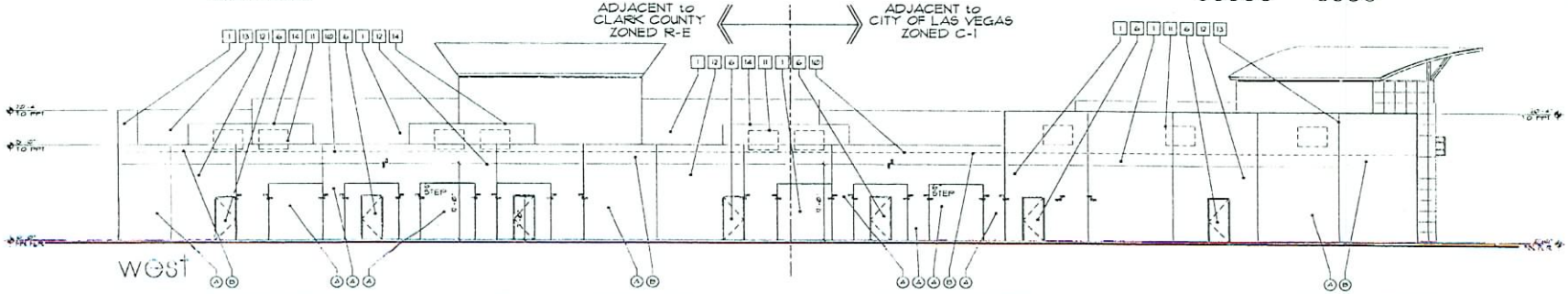
PAINT SUB-CONTRACTOR TO PAINT 4'-0" X 4'-0" SQUARES OF ALL COLORS ON REAR OF BUILDING FOR OWNER TO APPROVE PRIOR TO ORDERING PAINT

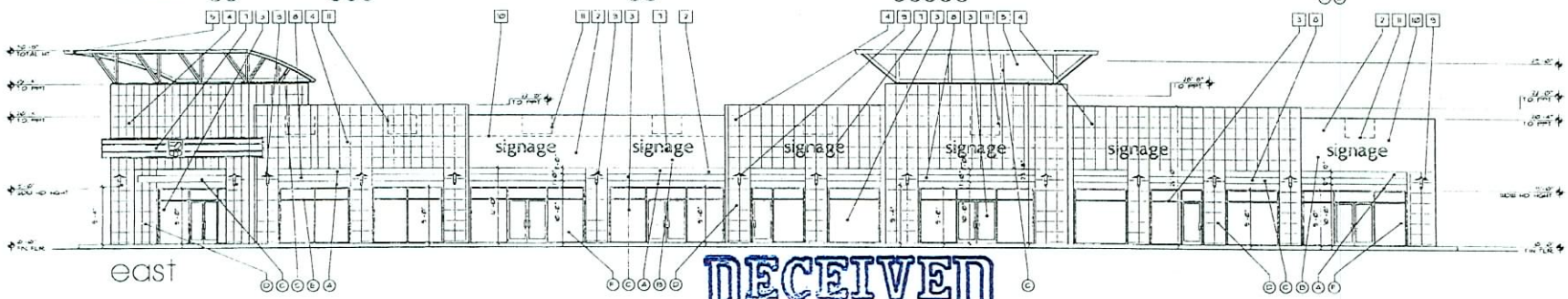
KEYNOTES

#	description	#	description
1	½" STUCCO O/PAPER/BACKED HEXMIRE (LT. MACHINE DASH)	10	LINE OF ROOF BEYOND
2	½" STUCCO O/PAPER/BACKED HEXMIRE (USE SYNERGY FOR FINISH COAT - RENDER SMOOTH)	11	LINE OF MECHANICAL EQUIPMENT BEYOND
3	ALUMINUM STOREFRONT DOOR OR WINDOW	12	2" PAINTED DECORATIVE REVEAL
4	SLATE TILE VENEER ATTACHED PER SECTION 1405.9 OF THE 2006 I.B.C.	13	KEENE "MD" STUCCO CONTROL JOINT
5	DECORATIVE TUBE STEEL FRAME W/STANDING SEAM METAL ROOF	14	VISUAL SCREENS FOR MECHANICAL EQUIPMENT - STUCCO FINISH TO MATCH BUILDING.
6	H.M. DOOR		
7	SIGNAGE - BY OTHERS - NOT A PART OF THIS SUBMITTAL		
8	DECORATIVE METAL BAND		
9	WALL MOUNTED SCONCE		









1 ELEVATIONS
SCALE: 1/8" = 1'-0"

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12/18/08 PC

revisions

john gault burke, architect
3441 N. ORLEANS ROAD #30 LAS VEGAS NV 89115 TEL: 877-4-JBA

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Merri
City of Las Vegas, Nevada

date
proj. no.
drwn. by
chkd. by

sheet no. A2

WALL LEGEND

EXTERIOR 2 X 6 STUD WALL:
1/8" STUCCO TYP. (1 COAT) ON GRADE-D WATER-RESISTIVE BARRIER ON 7/16" OSB SHEATHING (SEE STRUCTURAL DRAWINGS + SHEAR WALL SCHEDULE) 2X6 STUDS @ 16" OC. W/ R-19 BATT INSULATION INTERIOR GYPBOARD TO BE ADDED WHEN TI IS CONSTRUCTED

1 HR. INTERIOR WALL (1 SIDE ROOF) SEE SHEET A0.1 FOR TYP. 1 HR. LISTED ASSEMBLIES

KEYNOTES

*	description
1	ROOF ACCESS LADDER WITH ROOF HATCH ABOVE
2	EXTERIOR CONCRETE SIDEWALK (OR) PAVERS - SEE SITE PLAN + CIVIL DWGS - TYPICAL EXTERIOR WALK (SLOPE AWAY FROM BLDG. (NOTE THAT CROSS SLOPE SHALL NOT EXCEED 1:50)
3	ALUMINUM STOREFRONT GLAZING - SEE DOOR + WINDOW SCHEDULE
4	ALUM. THRESHOLD - FLUSH INT. SLAB W/ EXT. SLAB
5	ELECTRICAL SWITCHGEAR - SEE ELECTRICAL DRAWINGS
6	STUCCO BUILD-OUT
7	LINE OF BUILDING ABOVE - SEE REFLECTED CEILING + ROOF PLAN
8	STEEL COLUMN - SEE STRUCTURAL DRAWINGS
9	
10	
11	
12	
13	

STEEL COLUMN - SEE STRUCTURAL TYP (T)

STEEL COLUMN - SEE STRUCTURAL TYP (T)

1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

TOTAL SF 9,479 SF

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12/18/08 PC

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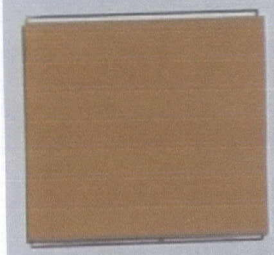
john gaul burke, architect
3441 E. OQUENDO ROAD #30 LAS VEGAS NV 89120 (702) 896-4863

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Merri
City of Las Vegas Nevada

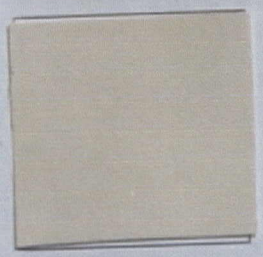
date
proj. no.
drwn. by
chkd. by

sheet no.
A3

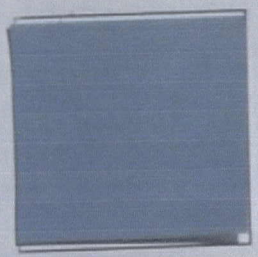
COLOR/MATERIALS BOARD



(A) FIELD COLOR:
DUNN EDWARDS - DE5214
TAWNY AMBER

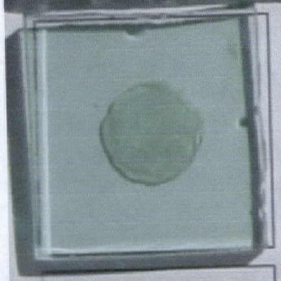


(B) FIELD COLOR:
DUNN EDWARDS - DE5212
NATURAL TAN



(C) ACCENT COLOR:
DUNN EDWARDS - DE5871
DOWNPOUR

(D) SLATE



(E) GLAZING - 1 INCH INSULATED

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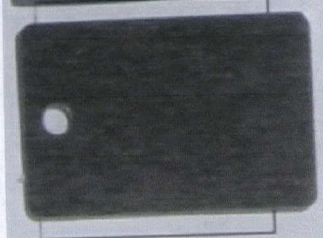

(F) ALUMINUM STOREFRONT
CLEAR ANODIZED

SDR-31479
12/18/08 PC

RETAIL LEASE BUILDING
Lake Mead and Decatur
for: Gus Mehri
City of Las Vegas Nevada

john david burke. architect
3471 WEST OQUENDO RD. #301 LAS VEGAS, NV 89118 (702)876-4863

SDR 31479				
Kummer Kaempfer et-al				
NWC of Lake Mead Blvd. & Decatur Blvd.				
Proposed 10.4 thousand square foot retail development.				
Traffic produced by proposed development:				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	10.4	42.94	447
AM Peak Hour			1.03	11
PM Peak Hour			3.75	39
(heaviest 60 minutes)				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CONVENIENCE MARKET (24HRS) [1000 SF]	2.9	737.99	2,140
AM Peak Hour			67.03	194
PM Peak Hour			52.41	152
(heaviest 60 minutes)				
Total New Use	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	RETAIL DEVELOPMENT [1000 SF]	13.3		2,587
AM Peak Hour				205
PM Peak Hour				191
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Lake Mead Blvd.				
Average Daily Traffic (ADT)	30,590			
PM Peak Hour	2,447			
(heaviest 60 minutes)				
Decatur Blvd.				
Average Daily Traffic (ADT)	38,159			
PM Peak Hour	3,053			
(heaviest 60 minutes)				

Traffic Capacity of adjacent streets:				
	Existing Street Capacity			
Lake Mead Blvd.	51800			
Decatur Blvd.	32775			
This project will add approximately 2,587 trips per day on Lake Mead Blvd. and Decatur Blvd. This will increase expected volumes by about 8 percent on Lake Mead and by about 7 percent on Decatur. Currently Lake Mead is at about 59 percent of capacity and Decatur is over capacity.				
Based on Peak Hour use, this development will add roughly 205 additional cars into the area; which works out to a little more than 3 every minute.				
Note that this report assumes all traffic from this development uses all named streets.				

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31479 - APPLICANT/OWNER: 2027 NORTH DECATUR, LLC
2047 NORTH DECATUR BOULEVARD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

john david burke architect
A Professional Corporation

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December 3, 2008

City of Las Vegas Planning & Development
Development Services Center
Permits and Inspections, Plans Examination Division
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Nicole Eddowes, Planner I

Re: Justification letter for Rezone (C1 and U to C1), Special Use Permit (to allow Beer/Wine Off Sale) and Site Plan Development Review (to construct a 12,423 s.f. single story Retail Shopping Center at the NWC of Lake Mead & Decatur APN#'s 138-24-611-060, 061, 062

Overview:
The project that we are submitting for your review depicts a proposed single story, grey shell retail shopping center building at the NWC of Lake Mead & Decatur. Currently, this site is three separate parcels. The two southerly parcels are currently zoned C1 (SC), the northerly parcel is zoned U (SC). Ultimately, these 3 parcels will be combined into one. The project has been previously submitted under the Site Development Review, SDR-15322, in 2006.

Rezone U to C1
The northern parcel (138-24-611-060) was under a resolution of intent U to C1 which expired 9/7/07. This rezone application updates the previous request and unifies the zoning on the three parcels. This request is in conformance with the General Plan designation of SC and is entirely consistent with the surrounding zoning for all four corners of the Lake Mead/Decatur intersection.

Special Use Permit
The current project has a letter of intent from 7-11 to lease the corner 3000 s.f. suite of the center for a convenience store that will have beer/wine sales for off premises consumption. This use is consistent with the other uses at this intersection of two section line streets. The tenant is a well established company that will be signing a long lease and will provide the anchor for the center.

Site Plan Development Review
Currently on the site is an auto care use which will be demolished and replaced with a less intensive retail use. The exterior elevations depict a modern, single story wood framed stucco building that will have slate tile veneer and metal awnings. Two standing seam metal accent roofs will act as focal points along the east elevation – indentifying the major tenant suites.

SDR-31479
REVISED
12/18/08 PC

3471 W. Oquendo Road #301 • Las Vegas, Nevada 89118 • (702) 876-4863 • Fax (702) 876-9355

The project meets almost all City regulations including the proper residential adjacency setbacks to the residential property to the west. Intense landscaping has been provided along the entire west side that will further buffer the residential from the commercial use.

As part of the previous application (SDR-15322), a neighborhood meeting was held in August of 2006. The residents expressed their biggest concern which was that no driveways be allowed on Sawyer Avenue. This design respects that concern and has driveways only on the Lake Mead and Decatur frontages.

Waiver of Standard Request

We are requesting two waivers:

1. We request that the requirements of the Las Vegas Zoning Code 19.08.050.D.2.e.i be waived in this case. This code section requires that "...buildings on corner lots should be oriented to the corner and street fronts...". On this lot, due to the fact that no access is allowed on Sawyer to accommodate the wishes of the residential neighbors to the west and that this is a relatively small site – this requirement is difficult to achieve. That and the fact that this is the last of the corners at this intersection to be developed with the other three corners having their buildings set back from the corner and street fronts. We feel this waiver request is justified due to the constraints of residential adjacency and satisfaction of neighbors concerns that have been placed on such a small site along with the strong precedent of the other developed corners.
2. We request that the requirements of the Las Vegas Zoning Code 19.12.040.A.1 be waived in this case. This code section requires that "...when adjacent to...an existing single family residential use...the (landscape) buffer shall be...15 feet...". We are asking that only a 24 foot section be reduced by 4' to facilitate back out space for the last parking stall. The required amount of planting will still be provided. We feel this is justified due to the minimal adjustment from literal compliance.

Conclusion

This project serves to upgrade this commercial corner, complete a consistent zoning pattern and provide a smooth transitional use from the residential to the west to the commercial street frontage of two major section line streets. Sufficient landscape buffering and a clean modern design will make this a completely appropriate development at this location.

We respectfully request your consideration in this matter. If you have any questions or comments please call.

Sincerely,

John Burke Architect

SDR-31479
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12/18/08 PC

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2009 JAN 12 P 12:16

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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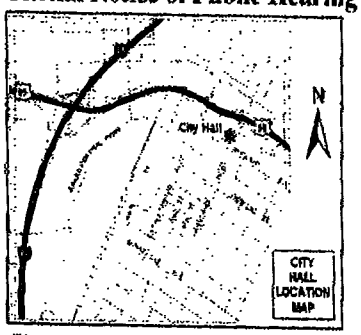
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

13824701005 Case: SDR-31479
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

J4405I1 89108

01/12/2009 MON 12:29 [TX/RX NO 9749] 002

PAGE 01
WEEDEN III
7023639198
23:25
01/12/2009

RECEIVED
CITY CLERK

2009 JAN 12 P 12:15

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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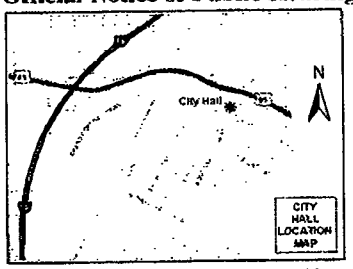
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479
City Council Meeting of 1/21/2009

WEEDEN JOSEPH EDWARD III
MCNEILL-WEEDEN KELLY J
1955 LEONARD LN
LAS VEGAS NV 89108-2336

KA0051 89108

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CITY CLERK

2009 JAN 12 A 8:03

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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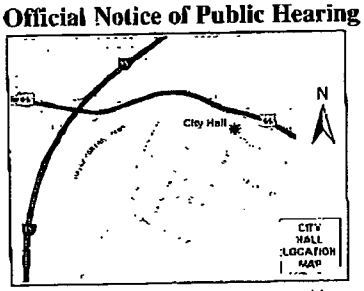
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

City Council Meeting of 1/21/2009

GRANGER LYNNE
2101 N ULLOM DR
LAS VEGAS NV 89108-2884

KAVDS11 89108

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CITY CLERK

2009 JAN 12 A 8:06

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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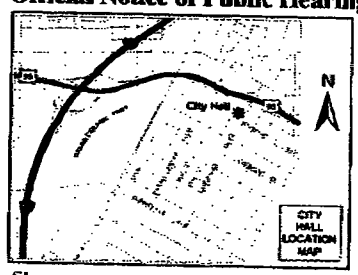
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

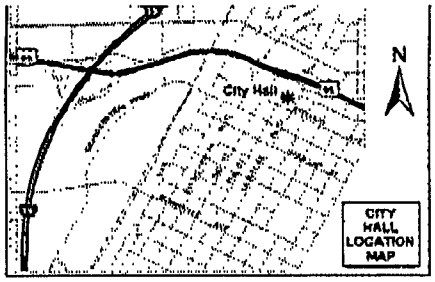
Please use available blank space on card for your comments.

SDR-31479

City Council Meeting of 1/21/2009

HAUGEN NORRIS L & ELVA J FAM TR
HAUGEN NORRIS L & ELVA J TRS
5196 SAWYER AVE
LAS VEGAS NV 89108-3064

KAVOS11 89108



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

City Council Meeting of 1/21/2009

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CITY CLERK

2009 JAN 12 A 9:34

STEWART STEVEN M
FLECKENSTEIN JOHN
3210 W CHARLESTON #2
LAS VEGAS NV 89102-0080

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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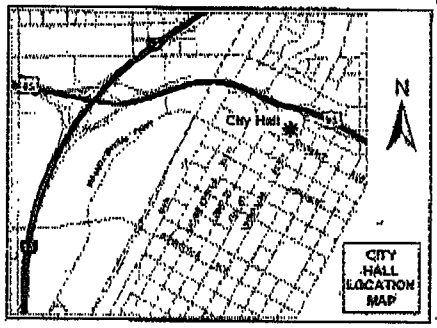
CITY CLERK
2009 JAN 12 A 8:03



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

City Council Meeting of 1/21/2009

FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004239954 JAN 09 2009
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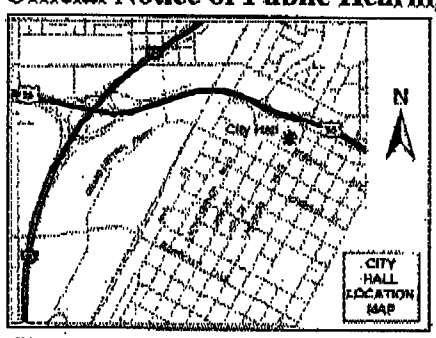
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-31477 & SUP-31478

City Council Meeting of 1/21/2009

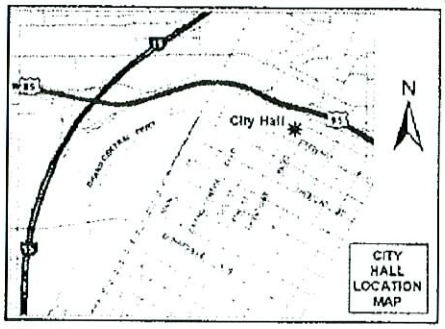
FEHER BRUCE C
10608 BRIANHURST
LAS VEGAS NV 89144-1129

KAVDS11 89144

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

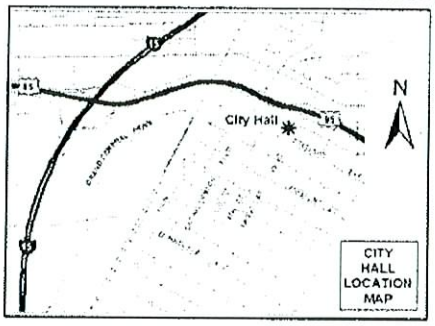
Planning Commission Meeting of 12/18/2008

Case: SDR-31479
13919301001
WOODY-MAC 108 L L C
%SPEEDEE MART INC
1188 WIGWAM PKWY
HENDERSON NV 89074-8154

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479

13824702018
SPERLING-GOMEZ HEIDI
1875 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

JAVDS11 89108

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239854 DEC 05 2008
MAILED FROM ZIPCODE 89101

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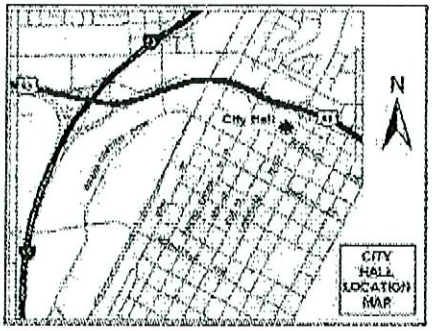
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479
13919214007
RODRIGUEZ FAMILY TRUST 2000
2 HALF MOON BEND
CORONADO CA 92118-3207

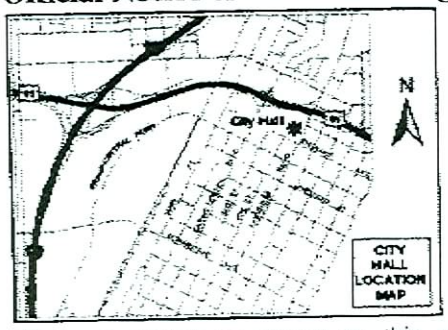
1OP

PAGE 01
PAUL SPRADA
17026316708
12/06/2008 21:57

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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SDR-31479

Planning Commission Meeting of 12/18/2008

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02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Case: SDR-31479

13824611017
SPRADA PAUL M
4908 STACEY AVE
LAS VEGAS NV 89108-3072

JAU0511 89108

10p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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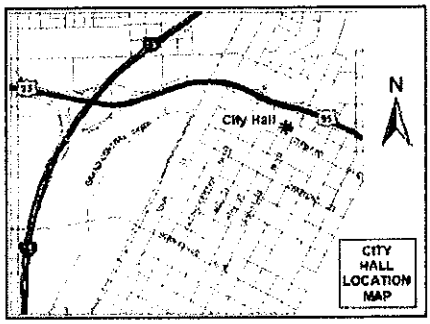
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-31479
Planning Commission Meeting of 12/18/2008

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DEC 16 2008

Case: SDR-31479
13919311057
MATTHEWS MILTON A
3750 PENNY POINT #E
COLORADO SPRINGS CO 80906-6333

Submitted after final agenda
Date 12-16-08 Item 10

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIPCODE 89101

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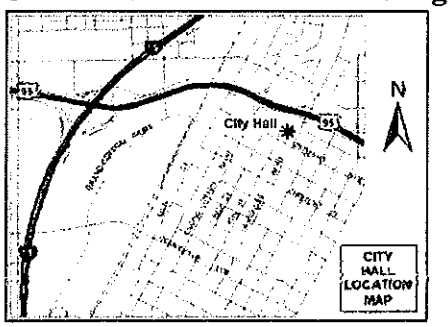
Official Notice of Public Hearing



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DEC 16 2008

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Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479
13824611042
RUCKER DELMAR M & DONNA M FAM TR
4924 SAWYER AVE
LAS VEGAS NV 89108-3058

108

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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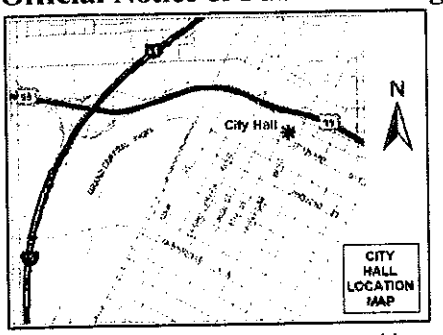
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479
Planning Commission Meeting of 12/18/2008

We already have on Decatur between S. Ranch & Vegas:
4 bars 4 conven. stores
2 liquor stores 1 groc. store

Case: SDR-31479
13824511064
DYER JAMES RUSSELL & CAROL LYNN
4976 EUGENE AVE
LAS VEGAS NV 89108-3030

UAVDS11 89108

101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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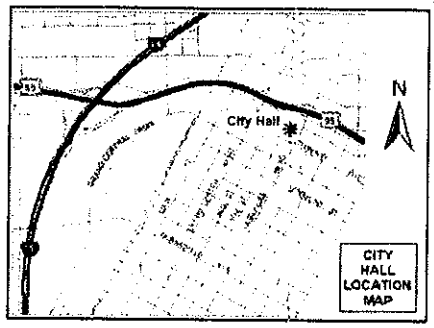
Return Service Requested
Official Notice of Public Hearing



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DEC 16 2008

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479
13919111104
BURGESS HARRY A JR & STACIE R
4500 EUGENE AVE
LAS VEGAS NV 89108-2822

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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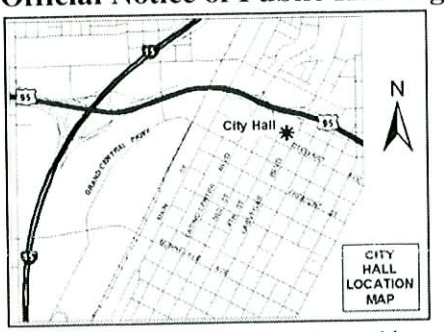
$ 00.394
DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SDR-31479
Planning Commission Meeting of 12/18/2008

Case: SDR-31479
13824611020
WILLIAMS JAMES M
4992 STACEY AVE
LAS VEGAS NV 89108-3072

16A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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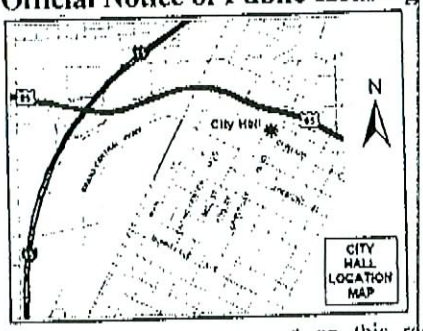
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479

13824611063
IVIE RHONDA
4962 N PIONEER WY
LAS VEGAS NV 89149-5848

10A

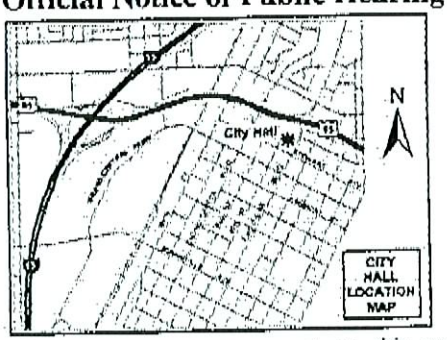
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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SDR-31479

Planning Commission Meeting of 12/18/2008

Case: SDR-31479

13824610057
STEWART STEVEN M
3210 W CHARLESTON #2
LAS VEGAS NV 89102-0080

10A

JAN0511 89102

DEC-08-2008(MON) 13:19 LAS VEGAS REALTY (FAX)702 243 8888 P.001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
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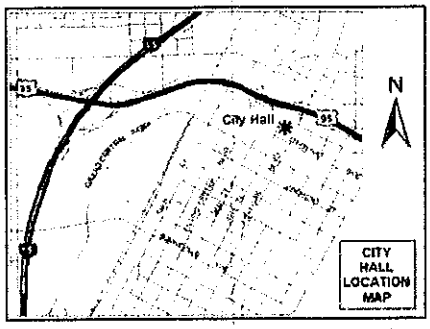

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DEC 16 2008

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Case: SDR-31479

13824611022
REISIG BARRY K JR & SANDY
1582 S 2800 EAST
NEW HARMONY UT 84757-5074

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31479
Planning Commission Meeting of 12/18/2008

Submitted after final agenda

Date 12-16-08 Item 10

10A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 21, 2009

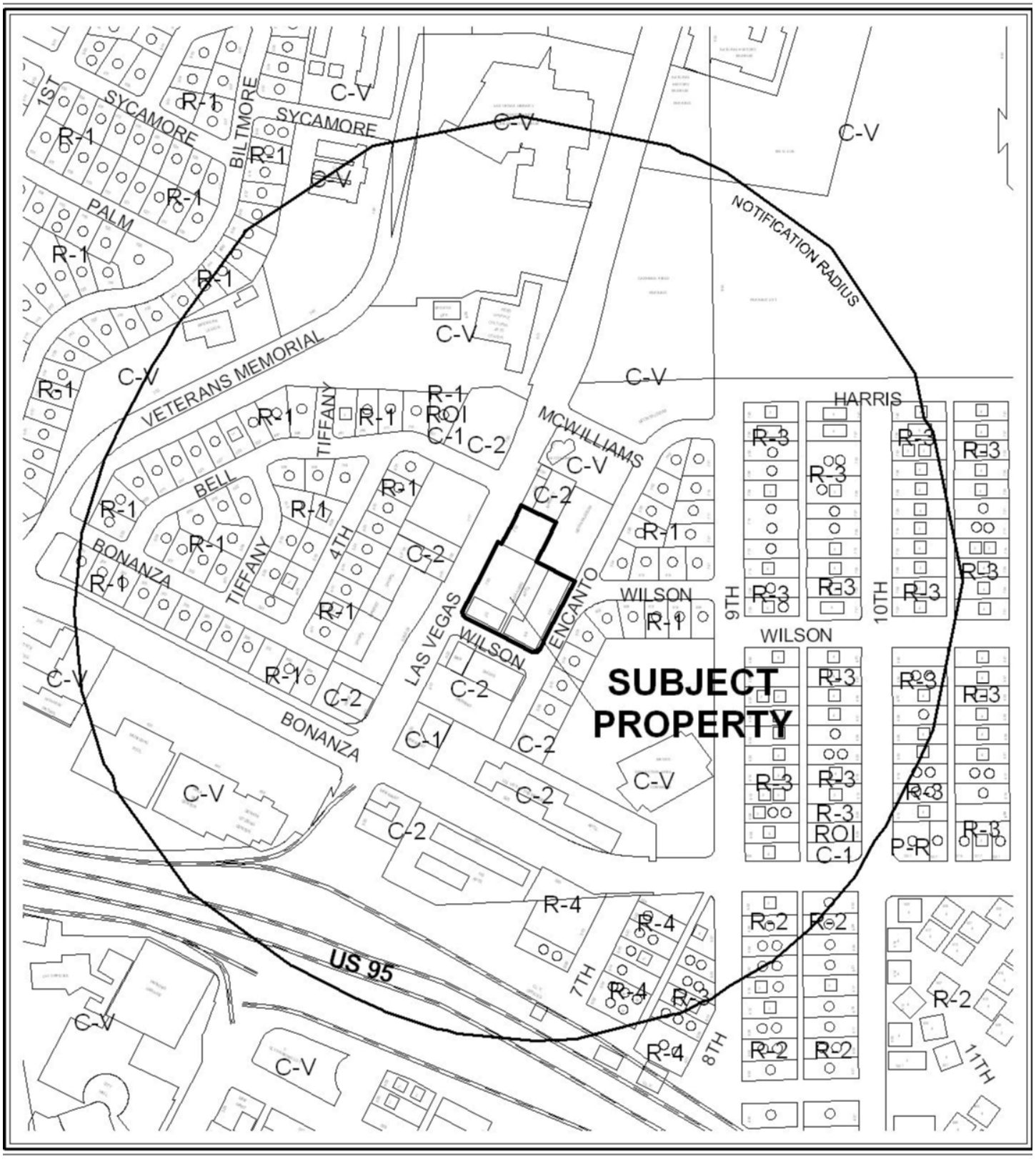
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-29664 - VARIANCE - PUBLIC HEARING - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC - Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW A PROPOSED 60-FOOT TALL FREESTANDING SIGN WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED; TO ALLOW SIX PROPOSED FREESTANDING SIGNS WHERE THREE IS THE MAXIMUM ALLOWED; TO ALLOW A DISTANCE SEPARATION OF LESS THAN 100 FEET BETWEEN FREESTANDING SIGN TO FREESTANDING SIGN AND FREESTANDING SIGN TO MONUMENT SIGN WHERE 100 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED MONUMENT SIGN on 1.33 acres at the northeast corner of Las Vegas Boulevard and Wilson Avenue (APNs 139-27-812-009, 010 and 016), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**2**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters
6. Appeal Letter filed by Kummer Kaempfer Bonner Renshaw & Ferrario
7. Protest Postcards
8. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 11



CASE: VAR-29664

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 Feet

CASE: VAR-29664

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-29664 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-32024) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The subject site shall comply with all applicable requirements of Title 13 as required by the City of Las Vegas.

Public Works

4. The proposed freestanding signs shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted base shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a total of seven new signs on the subject site. The signs consist of six freestanding signs and one monument sign. The signs are indicated as letters "A", "B" and "C" on the site plan. The subject Variance is to allow a proposed 60-foot tall freestanding sign ("A") where 40 feet is the maximum height allowed; to allow six freestanding signs ("A" and "C") where three is the maximum allowed; to allow a distance separation of less than 100 feet between freestanding sign to freestanding sign ("A" and "C") and freestanding to monument sign ("A", "B" and "C") where 100 feet is the minimum required, and to allow a zero-foot setback where five feet is the minimum required for a proposed monument sign ("B"). The subject Variance represents a 53 to 400 percent deviation from Title 19.14 Sign Standards. A related Variance (VAR-30204) will also be heard, which proposes six signs to provide zero percent neon and or animation where 75 percent is required under Title 19.06 Las Vegas Boulevard Scenic Byway Signage Overlay requirements.

The proposed signage fails to comply with the following requirements; illumination, height, number of freestanding signs, minimum setback requirements and sign separation requirements. Therefore, the applicant has created a self imposed hardship that could be rectified by proposing signage, which complies with both Title 19.14 Sign Standards and Title 19.06 Las Vegas Boulevard Scenic Byway Signage Overlay requirements. Therefore, staff is recommending denial of the subject application and related Variance (VAR-32024)

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/05/04	A Citation (#10773) was issued by Code Enforcement for roof leaks, bug problems, loose handrail, in-operable elevator and an altered smoke detector at 700 North Las Vegas Boulevard. The issue was resolved on 07/02/04.
08/16/04	A Citation (#20204) was issued for uncompleted fire repairs at 700 North Las Vegas Boulevard. The issue was resolved on 01/03/07.
01/19/05	A Citation (#25229) was issued for problems with the leaking roof, toilet, windows and sinks at 700 North Las Vegas Boulevard. The issue was resolved on 01/24/05.
07/27/05	A Citation (#32967) was issued for an insect problem at 700 North Las Vegas Boulevard. The issue was resolved on 01/19/06.
03/13/06	A Citation (#39159) was issued for unstable stairs at 700 North Las Vegas Boulevard. The issue was resolved on 03/15/06.
04/11/06	A Citation (#40073) was issued for missing fire extinguishers at 700 North Las Vegas Boulevard. The issue was resolved on 05/04/06.

07/26/06	A Citation (#44841) was issued for an insect problem at 700 North Las Vegas Boulevard. The issue was resolved on 08/08/06.
10/09/06	A Citation (#46959) was issued for exposed rebar, which was sticking out of the foundation at 700 North Las Vegas Boulevard. The issue was resolved on 10/17/06.
03/01/07	A Citation (#50914) was issued for mold in the tub and carpet at 700 North Las Vegas Boulevard. The issue was resolved on 04/09/07.
03/06/07	A Citation (#51029) was issued for an inoperable elevator at 700 North Las Vegas Boulevard. The issue was resolved on 01/22/08.
03/14/07	A Citation (#51274) was issued for black mold, a broken hand-rail and inoperable air conditioning at 700 North Las Vegas Boulevard. The issue was resolved on 03/20/07.
04/04/07	A Citation (#51929) was issued for a broken toilet, leaking bathtub, insects and inoperable air conditioning at 700 North Las Vegas Boulevard. The issue was resolved on 04/09/07.
02/08/08	A Citation (#62177) was issued for insects at 700 North Las Vegas Boulevard. The issue was resolved on 02/12/08.
03/14/08	A Citation (#63421) was issued for a broken toilet, insects and an inoperable air conditioner at 700 North Las Vegas Boulevard. The issue was resolved on 03/21/08.
06/25/08	A Citation (#67073) was issued for a various broken bathroom items and insects at 700 North Las Vegas Boulevard. The issue was resolved on 07/09/08.
12/18/08	The Planning Commission recommended denial of companion item VAR-32024 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #11/bts).
Related Building Permits/Business Licenses	
02/09/78	A Business License (#A07-00733) was issued for an apartment house at 700 North Las Vegas Boulevard. A Change Of Ownership was approved on 08/22/08 for Siegel Suites from Casa Palms Apartments.
08/23/06	A Building Permit (#71380) was issued to demolish a building at 700 and 712 North Las Vegas Boulevard. An apartment building was demolished at 712 North Las Vegas Boulevard.
Pre-Application Meeting	
06/30/08	A pre-application meeting was held on the indicated date. The applicant indicated the proposed signage. The applicant was advised on the requirements for the subject Variance. The Fire Department noted the removal of the site address on the proposed monument sign. Therefore, staff has added a condition, which requires compliance with all Title 13 requirements.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
11/13/08 and 12/02/08	A field check was completed on the indicated dates. Staff observed a total of three banners on a site visit dated 11/13/08. The banners were not on the building on 12/02/08. Staff also witnessed repair work on a broken wall and the addition of rock veneer on the perimeter walls. No building permits have been found for the repair work to the block wall. Code Enforcement was notified by staff on 11/19/08.

Details of Application Request	
Site Area	
Net Acres	1.33

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Multi-Family Housing	MXU (Mixed Use)	C-2 (General Commercial)
North	Retail and The Neon Museum	MXU (Mixed Use) and PF (Public Facilities)	C-2 (General Commercial) and C-V (Civic)
South	Tavern and Retail	MXU (Mixed Use)	C-2 (General Commercial)
East	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential)
West	Retail	MXU (Mixed Use)	C-2 (General Commercial

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
Downtown North Land Use Plan	X		Y
A-O (Airport Overlay) District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District		X	N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Redevelopment Plan Area – The subject site is located within the boundaries of the Las Vegas Redevelopment Plan Area. The proposed uses are in conformance with the Redevelopment Plan goals and policies.

Downtown North Land Use Plan – The subject site is within the Downtown North Land Use Plan. The proposed signage has a negligible effect on the goals and policies of the Downtown North Land Use Plan.

A-O (Airport Overlay) District - The subject site is located within the 200-foot boundary of the Airport Overlay District. The proposed signage will not affect the 200-foot boundary, since the tallest sign is proposed at 60 feet.

Las Vegas Boulevard Scenic Byway Overlay District – The subject site is within the Scenic Byway Overlay District. The proposed 60-foot freestanding sign meets the intent of the district which requires 75% of the total sign surface areas to consist of illuminated signage. The 60-foot freestanding sign provides 80% illumination. The other freestanding signs and monument sign do not meet the intent of the Scenic Byway Overlay District. Therefore, the applicant has requested a related Variance (VAR-32024) to allow six signs to allow less than the seventy-five percent exposed neon and or animation where required under the Las Vegas Boulevard Scenic Byway Signage Overlay.

DEVELOPMENT STANDARDS

Pursuant to Title 19.06 Special Purpose and Overlay District and 19.14 Sign Standards, the following development standards apply to the subject proposal

FREESTANDING SIGN: **[One - 60-Foot Freestanding Sign – Labeled "A" on the site plan]**

Standards	Allowed	Provided	Compliance
Maximum Number	1 sign per each 200 lineal feet of street frontage - 3 street frontages on the subject site (Las Vegas Boulevard, Wilson Avenue and Encanto Drive) (Each street is approximately 200 feet in length)	7 (Includes all freestanding and monument signs as they are located along the same street frontage – Las Vegas Boulevard)*	No*

Minimum Separation	All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage	40', 40', 20', 20', 40' and 47' (Distance between all signs measured from north to south)*	No*
Maximum Area	1484 SF. (Total includes all sign square-footage)	670 SF.	Yes
Maximum Height	40 Feet	60 Feet*	No*
Minimum Setback	5 Feet	5 Feet	Yes
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Sign provides 80% neon illumination to comply with Title 19.06	Yes

* The freestanding sign is proposed at 60 feet, which is 20 feet taller than what Title 19.14 allows. The proposed freestanding and monument signs are indicated to be located a minimum of 40, 40, 20, 20, 40 and 47 feet from the other freestanding and monument signs. Title 19.14 requires all freestanding and monument signs to be located a minimum of 100 feet from each other. Finally, one sign is allowed per 200 lineal feet of street frontage. Each street is approximately 200 feet in length, which would allow three signs. The applicant is proposing all seven signs on Las Vegas Boulevard, thereby not meeting this requirement.

FREESTANDING SIGN: *[Five - Five-Foot Freestanding Signs – Labeled "C" on the site plan]*

Standards	Allowed	Provided	Compliance
Maximum Number	1 sign per each 200 lineal feet of street frontage - 3 street frontages on the subject site (Las Vegas Boulevard, Wilson Avenue and Encanto Drive) (Each street is approximately 200 feet in length)	7 (Includes all freestanding and monument signs as they are located along the same street frontage – Las Vegas Boulevard)*	No*
Minimum Separation	All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage	40', 40', 20', 20', 40' and 47'(Distance between all signs measured from north to south)*	No*
Maximum Area	1484 SF. (Total includes all sign square-footage)	10 SF / sign	Yes
Maximum Height	40 Feet	5 Feet	Yes
Minimum Setback	5 Feet	5 Feet	Yes
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Signs provide zero percent neon or animated illumination, thereby failing to comply with Title 19.06 requirements*	No*

*The five proposed freestanding signs fail to meet Title 19.14 requirements with regard to total number of signs allowed and the minimum distance separation requirements from other freestanding and monument signs. First, the applicant is proposing all seven signs along Las Vegas Boulevard. Title 19.14 allows one sign per 200 lineal feet of street frontage. Each street is approximately 200 feet in length, which would allow three signs. Second, the applicant is proposing freestanding and monument signs to be located a minimum of 40, 40, 20, 20, 40 and 47 feet from each other. Finally, Title 19.06 requires all signs within the Las Vegas Boulevard Scenic Byway District, at least 75% of the total sign surface must consist of illuminated signage, in the form of neon signs, animated signs, or a combination thereof. A related Variance (VAR-32024) has been submitted to address this deficiency.

MONUMENT SIGN: *[One - Four-Foot Monument Sign – Labeled "B" on the site plan]*

Standards	Allowed	Provided	Compliance
Maximum Number	1 sign per each 200 lineal feet of street frontage - 3 street frontages on the subject site (Las Vegas Boulevard, Wilson Avenue and Encanto Drive) (Each street is approximately 200 feet in length)	7 (Includes all freestanding and monument signs as they are located along the same street frontage – Las Vegas Boulevard)*	No*
Minimum Separation	All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage	40', 40', 20', 20', 40' and 47' (Distance between all signs and measured from north to south)*	No*
Maximum Area	75 SF / sign	40 SF	Yes
Maximum Height	10 Feet	4 Feet	Yes
Minimum Setback	5 Feet	0 Feet*	No*
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Signs provide zero percent neon or animated illumination thereby failing to comply with Title 19.06 requirements*	No*

*The proposed monument sign fails to meet Title 19.14 requirements with regard to the setback and the minimum distance separation requirements from the proposed freestanding signs. First, the proposed monument sign is at a zero-foot setback. Title 19.14 requires a five-foot setback from the property line. Second, the applicant is proposing both freestanding and monument signs to be located a minimum of 40, 40, 20, 20, 40 and 47 feet from each other. Title 19.14 requires all freestanding and monument signs to be located a minimum of 100 feet from each other. Third, the applicant is proposing all seven signs along Las Vegas Boulevard. Title 19.14 allows one sign per 200 lineal feet of street frontage. Each street is approximately 200 feet in length, which would allow three signs. Finally, Title 19.06 requires all signs within the Las Vegas Boulevard Scenic Byway District to provide 75% of the total sign surface to consist of illuminated signage, in the form of neon signs, animated signs, or a combination thereof. The monument sign fails to meet the illumination requirement. Therefore, a related Variance (VAR-32024) has been submitted to address this deficiency.

ALL PROPOSED SIGNS AND PERCENT OF DEVIATION

Signs	Allowed	Provided	% of Deviation
Freestanding Sign Height (Sign "A")	In a C-2 (General Commercial zone, a maximum height of 40 feet is allowed	60 feet	50%
Freestanding Signs Total (Signs "A" and "C")	1 sign per each 200 lineal feet of street frontage - 3 street frontages on the subject site (Las Vegas Boulevard, Wilson Avenue and Encanto Drive) (Each street is approximately 200 feet in length)	6 Freestanding Signs	400%
Distance Separation (Signs "A" "B" and "C")	Minimum separation of 100 feet measured along the street frontage	40', 40', 20', 20', 40' and 47' (Distance between all signs measured from north to south)	60%, 60%, 80%, 80%, 60% and 53%
Sign Setbacks (Signs "A" and "B")	5-foot minimum setback required from property line	0 feet	100%
Sign Illumination (Signs "B" and "C")	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	0%	100%

The above table indicates the various deviations as they relate to the proposed signs on the subject site. The deviations represent a range of zero to 400 percent.

ANALYSIS

The applicant fails to meet the intent of Title 19.14 Sign Standards as it relates to the following; allowable height, number of freestanding signs, minimum setback requirements and sign separation requirements. An associated Variance (VAR-32024) will also be heard as the applicant fails to meet Title 19.06 requirements for signs within the Las Vegas Boulevard Scenic Byway Overlay District. All signs within the Scenic Byway require 75 percent of the total sign surface areas for that development to consist of illuminated signage, in the form of neon signs, animated signs, or a combination thereof. The subject signs are not appropriate due to the number of deviations from Title 19.14 Sign Standards and Title 19.06 Las Vegas Boulevard Scenic Byway requirements. Therefore, staff is recommending denial of the subject application and the related Variance (VAR-32024).

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing signage that exceeds the allowable height, number of freestanding signs, minimum setback requirements and sign separation requirements. Alternative design, number and placement of signs would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

There were two speakers in opposition to this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 6

SENATE DISTRICT 10

NOTICES MAILED 182 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-29664** APN: 13927812009;13927812010;13927812016

Name of Property Owner: Casa Suites, LLC

Name of Applicant: The Siegel Group Nevada, Inc.

Name of Representative: Tabitha Fiddyment, Kummer Kaempfer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Stephen Siegel, President, Siegel Group Nevada,Inc

Subscribed and sworn before me S. Couch

This 18th day of August, 2008

_____

Notary Public in and for said County and State

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

SIEGEL
SUITES
Casa Palms
Las Vegas, Nevada

RECEIVED
NOV 0 3 2008

RECEIVED

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

PRIMARY ELECTRICAL TO SIGN LOCATIONS IS TO BE PROVIDED BY OTHERS. 20 AMP DEDICATED CIRCUIT(S) WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR ALL INSTALLATIONS.

COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY MAY NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLOR CALL-OUTS ARE FOR A MATCH AS CLOSE AS POSSIBLE.

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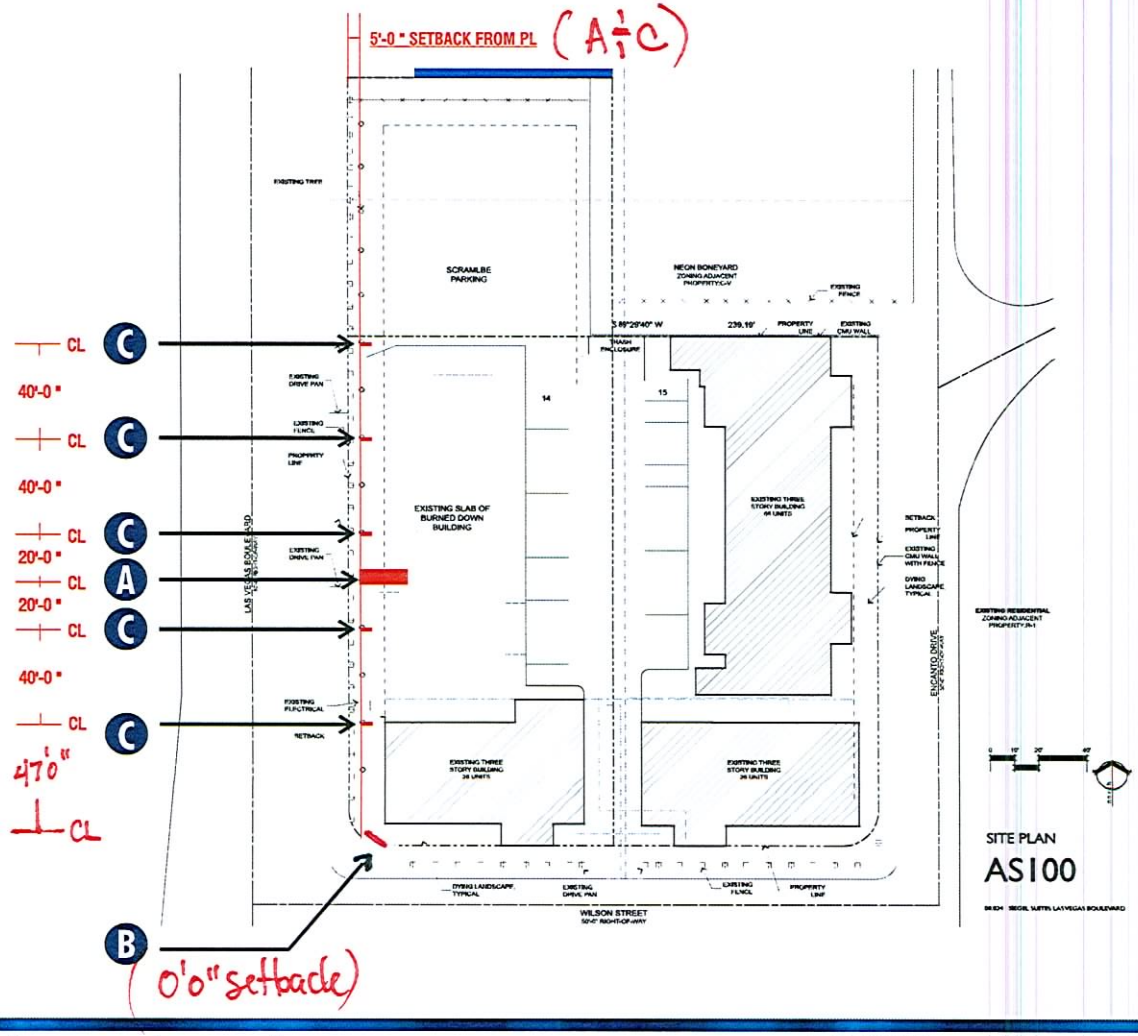
REVISION DATES
1. 08-22-2008 AT
2. 08-25-2008 AT
3. 09-15-2008 DAG
4. 09-15-2008 DAG
5. 10-17-2008 DAG
6. 10-30-2008 DAG
7.
8.
9.
10.

CLIENT APPROVAL

ultrasigns
ELECTRICAL ADVERTISING
TEL: 858-569-1400 FAX: 858-569-1453
9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-29664
12/18/08 PC



SITE PLAN SCALE 1"=50'

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

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VAR-29664
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12/18/08 PC

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NOV 17 2008

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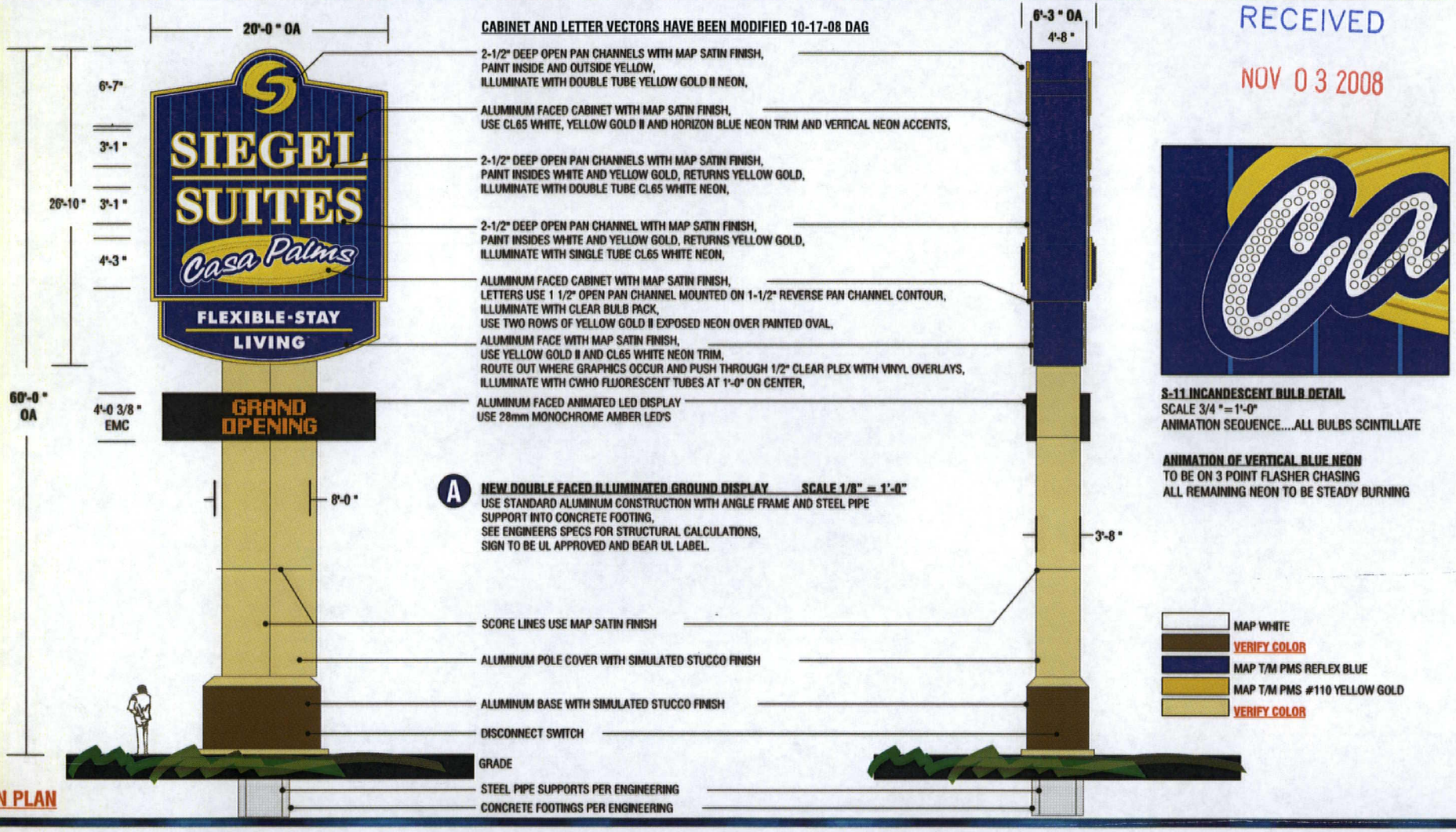
NOV 0 3 2008



S-11 INCANDESCENT BULB DETAIL
SCALE 3/4" = 1'-0"
ANIMATION SEQUENCE....ALL BULBS SCINTILLATE

ANIMATION OF VERTICAL BLUE NEON
TO BE ON 3 POINT FLASHER CHASING
ALL REMAINING NEON TO BE STEADY BURNING

- MAP WHITE
- VERIFY COLOR
- MAP T/M PMS REFLEX BLUE
- MAP T/M PMS #110 YELLOW GOLD
- VERIFY COLOR

SIGN PLAN

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

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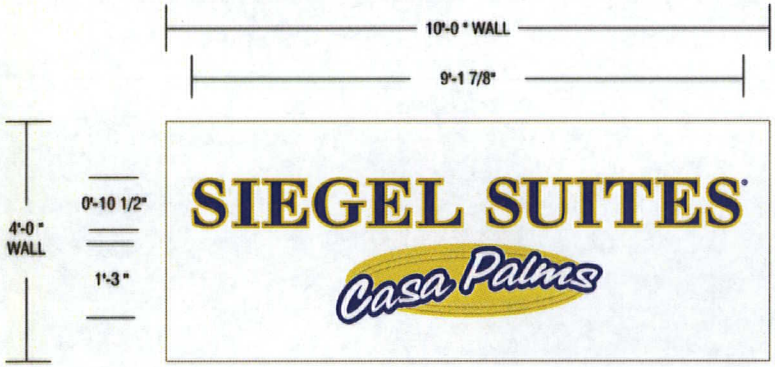
SAN DIEGO, CA 92123-1520

VAR-29664
12/18/08 PC

RECEIVED
NOV 0 3 2008

LETTER VECTORS HAVE BEEN MODIFIED 10-17-08 DAG



B NEW INTERNALLY ILLUMINATED PLEX FACED LETTERS & SYMBOL MOUNTED TO EXISTING CORNER MONUMENT
SCALE 1/2"=1'

PROPOSED ELEVATION

EXISTING CONDITION

RECEIVED

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

PRIMARY ELECTRICAL TO SIGN LOCATIONS IS TO BE PROVIDED BY OTHERS. 20 AMP DEDICATED CIRCUIT(S) WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR ALL INSTALLATIONS.

COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY THEY MAY NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLOR CALL-OUTS ARE FOR A MATCH AS CLOSE AS POSSIBLE.

THIS ORIGINAL DESIGN IS THE SOLE PROPERTY OF ULTRASIGNS. IT CANNOT BE REPRODUCED, COPIED OR EXHIBITED IN WHOLE OR PART, WITHOUT FIRST OBTAINING WRITTEN CONSENT FROM ULTRASIGNS.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

REVISION DATES
1. 08-22-2008 AT
2. 08-25-2008 AT
3. 09-15-2008 DAG
4. 09-15-2008 DAG
5. 10-17-2008 DAG
6. 10-30-2008 DAG
7.
8.
9.
10.

CLIENT APPROVAL

ultrasigns
ELECTRICAL ADVERTISING
TEL: 858-569-1400 FAX: 858-569-1453
9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-29664
12/18/08 PC

RECEIVED
NOV 0 3 2008

RECEIVED

SIGN C DOUBLE FACED NON-ILLUMINATED POST MOUNTED DISPLAY
SCALE 1"=1'

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

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VOLTAGE
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9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-29664
12/18/08 PC

SIGN TYPE	#	ILLUMINATED	STYLE	SQ. FT.
A	1	YES / ANIMATED	FREESTANDING	535
B	1	YES	WALL	20
C	5	NO	FREESTANDING	5

SIGN ANALYSIS TABLE

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

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4. 09-15-2008 DAG
5. 10-17-2008 DAG
6. 10-30-2008 DAG
7. 11-13-2008 DAG
8.
9.
10.

CLIENT APPROVAL

ultrasigns
ELECTRICAL ADVERTISING
TEL: 858-569-1400 FAX: 858-569-1453
9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-29664
REVISED
12/18/08 PC

RECEIVED
NOV 17 2008

VAR-29664 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

VAR-29664 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

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DECEMBER 18, 2008 PLANNING COMMISSION

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DECEMBER 18, 2008 PLANNING COMMISSION

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DECEMBER 18, 2008 PLANNING COMMISSION

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VAR-29664 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

Wilson
Encanto
VAR-29664
12/18/08 PC
29664

29664
2201
2202
VAR-29664
12/18/08 PC

SIEGEL SUITES
LARGE STUDIOS & 1 BDRMS
Fully Furnished • FREE Utilities • FREE Premium Cable
700
SIEGEL SUITES
UNDER NEW MANAGEMENT
VAR-29664
12/18/08 PC
296604

29664
SIEGEL
SUITES
FLEXIBLE-STAY
LIVING
Short-Term, Long-Term or Forever
Furnished Residences
VAR-29664
12/18/08 PC

2916604

VAR-29664
12/18/08 PC

ultrasigns
ELECTRICAL ADVERTISING

JUSTIFICATION LETTER

Date: 11/3/08

To: City of Las Vegas Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

From: Mark Whitehouse

Attn: Planning/Development Department

Re: Master Sign Plan for Siegel Suites Casa Palms 700 N. LV Blvd. LVNV 89104

To Whom It May Concern:

On behalf of Siegel Suites Casa Palms located at 700 N. LV Blvd. LVNV 89104, Ultrasigns Electrical Advertising will be filing a *Master Sign Plan*. This package will show all signage on the property and request the following variances.

-Allow a 60' freestanding sign in a C-2 zone where a 40' maximum is allowed.
-Allow 6 (six) freestanding signs on a property where 2 (two) are allowed.
-To reduce separation distance between signs to 25' where 100' is required.

The proposed sign is consistent with what is planned and encouraged along the Las Vegas Boulevard Scenic Byway Corridor. The applicant has designed a sign that, through its size and neon components will compliment the area and further effectuate the city's goals for Las Vegas Boulevard.

Thank you for your kind consideration of our request.

Sincerely,

Mark Whitehouse
Ultrasigns, Inc.
(702) 336-3336

RECEIVED
RECEIVED
NOV 03 2008
VAR-29664
12/18/08 PC

ultrasigns
ELECTRICAL ADVERTISING

RE-INSTATEMENT LETTER

Date: 11/3/08

To: City of Las Vegas Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

From: Mark Whitehouse

Attn: Planning/Development Department

Re: Master Sign Plan for Siegel Suites Casa Palms 700 N. LV Blvd. LVNV 89104

To Whom It May Concern:

We respectfully request the City of Las Vegas Planning and Development Department to re-instate this request for a Master Sign Plan submittal with variances based on existing conditions at the above-mentioned property.

Thank you for your kind consideration of our request.

Sincerely,

Mark Whitehouse
Ultrasigns, Inc.
(702) 336-3336

RECEIVED
RECEIVED
NOV 03 2008

VAR-29664
12/18/08 PC

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ELIZABETH M. SOROKAC
esorokac@kkbrf.com
702.693.4274

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
6666 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.883.0257

December 23, 2008

Via Facsimile: (702) 382-4803
Beverly Bridges
City Clerk
City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Appeal to the Las Vegas City Council of the Planning Commission's Denial of VAR-29664 and VAR-32024

Dear Beverly Bridges:

We represent the applicant on the applications listed above. The applications were denied by the Planning Commission at the December 18, 2008 meeting. Pursuant to the Las Vegas Zoning Code Section 19.18.070(J)(1), we respectfully request that the applications be heard on appeal by the Las Vegas City Council. Please contact me at (702) 693-4274 or esorokac@kkbrf.com if you have any questions regarding this matter.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Elizabeth M. Sorokac

EMS/anc

cc: Margo Wheeler (*via email: mwheeler@lasvegasnevada.gov*)

2008 DEC 23 A 9:52

CITY CLERK

LAW FIRMS WORLDWIDE MERITAS

662038_1.DOC

15172.6

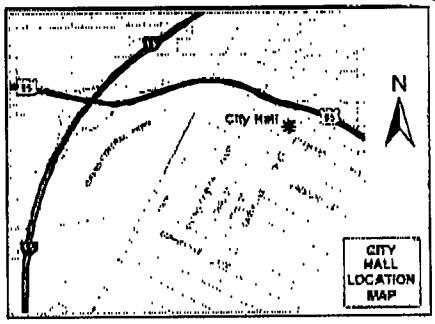
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 JAN 12 A 8:

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39[4]
0004239954 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024

City Council Meeting of 1/21/2009

717 L L C
%T COBLENTZ
%S & A FELD
3207 BEL AIR DR
LAS VEGAS NV 89109-1518

KAVDS11 89109

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 JAN 12 A 8:03

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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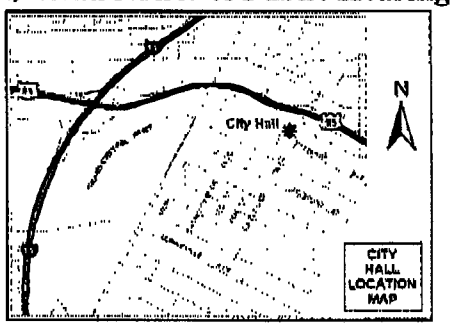
0004239954 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024
City Council Meeting of 1/21/2009

WINTHROP TRUST ETAL
FELD ALAN W & SUZANNE C CO-TRS
3207 BEL AIR DR
LAS VEGAS NV 89109-1518

KAVDS11 89109

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

NEON MUSEUM
749 VETERANS
MEMORIAL DRIVE
LAS VEGAS, NEVADA 89101
702.229.5366

RECEIVED
CITY CLERK

2008 DEC 18 A 9:57

Protest

City of Las Vegas Planning Commission
Attn: City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: VAR-29664, VAR-32024

Dear Planning Commissioners:

The Neon Museum wishes to express opposition to the Siegel Group application for variances as part of a master sign plan for Casa Suites, located at 700 Las Vegas Boulevard, North.

The address in question is located along the Scenic Byway, an important city of Las Vegas landmark that is recognized in large part for its historic and iconic neon signage. The updated Scenic Byway plan, approved by resolution by City Council through R-62-2008, November 5, 2008, and the Las Vegas Boulevard Scenic Byway Overlay District protect the nighttime scenic qualities of the byway. The Neon Museum is a contributing partner with the City of Las Vegas Planning & Development Department, assisting with grant requests and development of the Scenic Byway and Cultural Corridor management plans. The Neon Museum is expected to take over leadership responsibilities in the next few years with the city only enforcing the regulatory aspects of the program such as signage and land use codes.

The Neon Museum's major concern is the proposed 60' tall sign where 40' maximum height is allowed, and additional signs to be installed with zero percent neon where 75% neon is mandated. A sign of this height would obstruct the view of historic signs proposed for the median of Las Vegas Boulevard, as well as locational signage to be installed at the museum property. In addition, the Neon Museum feels that allowing a sign with zero percent neon would jeopardize future grant funding from the Scenic Byway program which depends in large part on the integrity of the byway.

The Neon Museum Board of Trustees

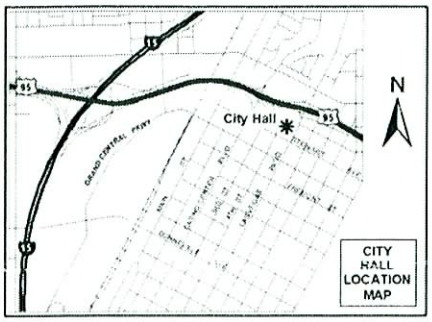
Submitted after final agenda
Date 12-18-08 Item #11-12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024
Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13927812034
KRIER COURTNEY
131 N 9TH ST
LAS VEGAS NV 89101-4225

JAVDS11 89101

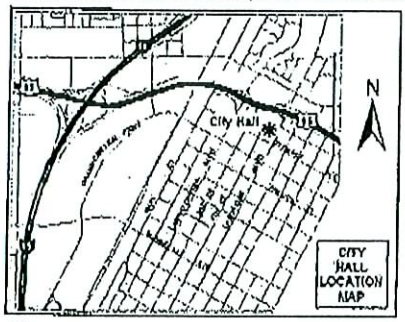
11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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VAR-29664 & ~~VAR-32024~~

Planning Commission Meeting of 12/18/2008

Case: VAR-29664
13927812025
WELTMER JOSH & LLUVIA
145 NEWPORT WY NW #D-103
ISSAQUAH WA 98027-3143

Being adjacent to the proposed Neon Museum - Seigel suites should follow the spirit of the project by erecting neon signs.

11P

PAGE 01/01
HAOTANG
12/14/2008 12:12 9492621334

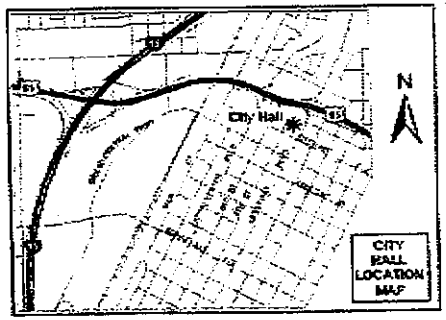
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004238854 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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Please use available blank space on card for your comments.

~~VAR-29664~~ & ~~VAR-32024~~

Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13934512044
LAS VEGAS TRUST 2501644
14931 BURNHAM CIR
IRVINE CA 92604-2357

Submitted after final agenda

Date 12-14-08 Item 11

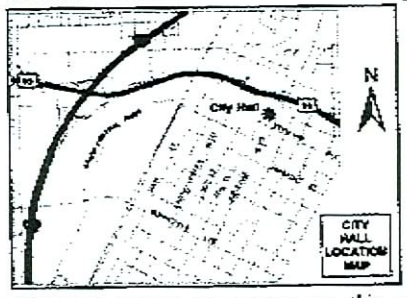
11A

12/08/2008 12:28 8182553600 SASCO INC PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024

Planning Commission Meeting of 12/18/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Case: VAR-29664
13927604002
BONANZA SPRINGS SUITES L L C
12080 VENTURA PL #A
STUDIO CITY CA 91604-2634

JAN0511 91604

11A

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-32024 - VARIANCE RELATED TO VAR-29664 - PUBLIC HEARING - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC - Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW ZERO PERCENT EXPOSED NEON AND OR ANIMATION WHERE SEVENTY-FIVE PERCENT IS REQUIRED FOR A PROPOSED MONUMENT SIGN AND FIVE PROPOSED FREESTANDING SIGNS on 1.33 acres at the northeast corner of Las Vegas Boulevard and Wilson Avenue (APNs 139-27-812-009, 010 and 016), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend DENIAL

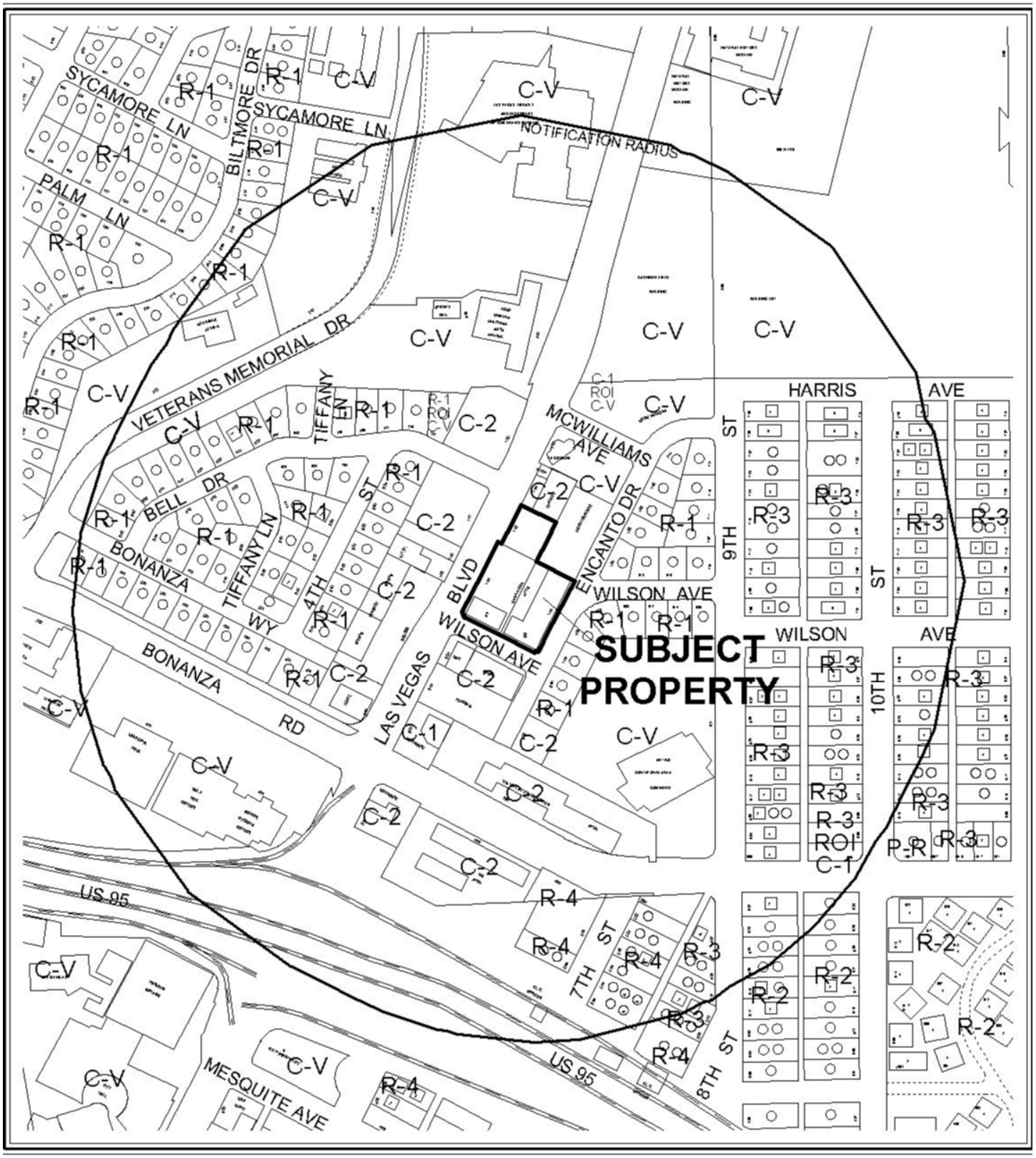
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by Kummer Kaempfer Bonner Renshaw & Ferrario
7. Protest Postcards
8. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 12



0 500 Feet

CASE: **VAR-32024**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 500 Feet

CASE: **VAR-32024**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-32024 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-29664) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The subject site shall comply with all applicable requirements of Title 13 as required by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a total of seven new signs on the subject site. The signs consist of six freestanding signs and one monument sign. The signs are indicated as letters "A", "B" and "C" on the site plan. The subject Variance includes six of the seven proposed signs, which are indicated as; signs "B" and "C" on the site plan, to allow zero percent exposed neon and or animation where 75 percent is required under Title 19.06 Las Vegas Boulevard Scenic Byway Signage Overlay requirements. Only one of the seven proposed signs complies with the 75 percent requirement. Sign "A" meets this requirement by providing 80 percent exposed neon or animation.

Additionally, the applicant has submitted a related Variance (VAR-29664) for a proposed 60-foot tall freestanding sign ("A") where 40 feet is the maximum height allowed; to allow six freestanding signs ("A" and "C") where three is the maximum allowed; to allow a distance separation of less than 100 feet between freestanding sign to freestanding sign ("A" and "C") and freestanding to monument sign ("A", "B" and "C") where 100 feet is the minimum required and to allow a zero-foot setback where five feet is the minimum required for the proposed monument sign ("B").

The proposed signage fails to comply with the following requirements; illumination, height, number of freestanding signs, minimum setback requirements and sign separation requirements. The applicant has created a self imposed hardship that could be rectified by proposing signage, that complies with both Title 19.14 Sign Standards and Title 19.06 Las Vegas Boulevard Scenic Byway Signage Overlay requirements. Therefore, staff is recommending denial of the subject application and related Variance (VAR-29664)

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/05/04	A Citation (#10773) was issued by Code Enforcement for roof leaks, bug problems, loose handrail, in-operable elevator and an altered smoke detector at 700 North Las Vegas Boulevard. The issue was resolved on 07/02/04.
08/16/04	A Citation (#20204) was issued for uncompleted fire repairs at 700 North Las Vegas Boulevard. The issue was resolved on 01/03/07.
01/19/05	A Citation (#25229) was issued for problems with the leaking roof, toilet, windows and sinks at 700 North Las Vegas Boulevard. The issue was resolved on 01/24/05.
07/27/05	A Citation (#32967) was issued for an insect problem at 700 North Las Vegas Boulevard. The issue was resolved on 01/19/06.

03/13/06	A Citation (#39159) was issued for unstable stairs at 700 North Las Vegas Boulevard. The issue was resolved on 03/15/06.
04/11/06	A Citation (#40073) was issued for missing fire extinguishers at 700 North Las Vegas Boulevard. The issue was resolved on 05/04/06.
07/26/06	A Citation (#44841) was issued for an insect problem at 700 North Las Vegas Boulevard. The issue was resolved on 08/08/06.
10/09/06	A Citation (#46959) was issued for exposed rebar, which was sticking out of the foundation at 700 North Las Vegas Boulevard. The issue was resolved on 10/17/06.
03/01/07	A Citation (#50914) was issued for mold in the tub and carpet at 700 North Las Vegas Boulevard. The issue was resolved on 04/09/07.
03/06/07	A Citation (#51029) was issued for an inoperable elevator at 700 North Las Vegas Boulevard. The issue was resolved on 01/22/08.
03/14/07	A Citation (#51274) was issued for black mold, a broken hand-rail and inoperable air conditioning at 700 North Las Vegas Boulevard. The issue was resolved on 03/20/07.
04/04/07	A Citation (#51929) was issued for a broken toilet, leaking bathtub, insects and inoperable air conditioning at 700 North Las Vegas Boulevard. The issue was resolved on 04/09/07.
02/08/08	A Citation (#62177) was issued for insects at 700 North Las Vegas Boulevard. The issue was resolved on 02/12/08.
03/14/08	A Citation (#63421) was issued for a broken toilet, insects and an inoperable air conditioner at 700 North Las Vegas Boulevard. The issue was resolved on 03/21/08.
06/25/08	A Citation (#67073) was issued for a various broken bathroom items and insects at 700 North Las Vegas Boulevard. The issue was resolved on 07/09/08.
12/18/08	The Planning Commission recommended denial of companion item VAR-29664 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #12/bts).

Related Building Permits/Business Licenses	
02/09/78	A Business License (#A07-00733) was issued for an apartment house at 700 North Las Vegas Boulevard. A Change Of Ownership was approved on 08/22/08 for Siegal Suites from Casa Palms Apartments.
08/23/06	A Building Permit (#71380) was issued to demolish a building at 700 and 712 North Las Vegas Boulevard. An apartment building was demolished at 712 North Las Vegas Boulevard.

Pre-Application Meeting	
06/30/08	A pre-application meeting was held on the indicated date. The applicant indicated the proposed signage. The applicant was advised on the requirements for the subject Variance. The Fire Department noted the removal of the site address on the proposed monument sign. Therefore, staff has added a condition, which requires compliance with all Title 13 requirements.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
11/13/08 and 12/02/08	A field check was completed on the indicated dates. Staff observed a total of three banners on a site visit dated 11/13/08. The banners were not on the building on 12/02/08. Staff also witnessed repair work on a broken wall and the addition of rock veneer on the perimeter walls. No building permits have been found for the repair work to the block wall. Code Enforcement was notified by staff on 11/19/08.

Details of Application Request	
Site Area	
Gross Acres	1.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multi-Family Housing	MXU (Mixed Use)	C-2 (General Commercial)
North	Retail and The Neon Museum	MXU (Mixed Use) and PF (Public Facilities)	C-2 (General Commercial) and C-V (Civic)
South	Tavern and Retail	MXU (Mixed Use)	C-2 (General Commercial)
East	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential)
West	Retail	MXU (Mixed Use)	C-2 (General Commercial

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
Downtown North Land Use Plan	X		Y
A-O (Airport Overlay) District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District		X	N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Redevelopment Plan Area – The subject site is located within the boundaries of the Las Vegas Redevelopment Plan Area. The proposed uses are in conformance with the Redevelopment Plan goals and policies.

Downtown North Land Use Plan – The subject site is within the Downtown North Land Use Plan. The proposed signage has a negligible effect on the goals and policies of the Downtown North Land Use Plan.

A-O (Airport Overlay) District - The subject site is located within the 200-foot boundary of the Airport Overlay District. The proposed signage will not affect the 200-foot boundary, since the tallest sign is proposed at 60 feet.

Las Vegas Boulevard Scenic Byway Overlay District – The subject site is within the Scenic Byway Overlay District. The proposed 60-foot freestanding sign meets the intent of the district which requires 75% of the total sign surface areas to consist of illuminated signage. The 60-foot freestanding sign provides 80% illumination. The other freestanding signs and monument sign do not meet the intent of the Scenic Byway Overlay District. The deviations have necessitated the need for the subject Variance.

DEVELOPMENT STANDARDS

Pursuant to Title 19.06 Special Purpose and Overlay District and 19.14 Sign Standards, the following development standards apply to the subject proposal

FREESTANDING SIGN: *[One - 60-Foot Freestanding Sign – Labeled "A" on the site plan]*

Standards	Requried	Provided	Compliance
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Sign provides 80% neon illumination to comply with Title 19.06	Yes

FREESTANDING SIGN: *[Five - Five-Foot Freestanding Signs – Labeled "C" on the site plan]*

Standards	Required	Provided	Compliance
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Signs provide zero percent neon or animated illumination, thereby failing to comply with Title 19.06 requirements*	No

MONUMENT SIGN: *[One - Four-Foot Monument Sign – Labeled "B" on the site plan]*

Standards	Required	Provided	Compliance
Illumination	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	Sign provides zero percent neon or animated illumination thereby failing to comply with Title 19.06 requirements*	No

ALL PROPOSED SIGNS AND PERCENT DEVIATION

Signs	Allowed	Provided	% of Deviation
Sign Illumination (Signs "B" and "C")	For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage	0%	100%

The above table indicates the various deviations as they relate to the proposed signs on the subject site. The deviations represent a range of zero to 400 percent.

ANALYSIS

The subject Variance affects six of the seven proposed signs. The applicant fails to meet the intent of Title 19.06 Las Vegas Boulevard Scenic Byway Overlay District requirements, with respect to signs "B" and "C". Signs "B" and "C" provide zero percent neon or animation where a minimum of 75 percent is required. Sign "A" meets this requirement by providing 80 percent neon and or animation.

The Department of Building and Safety and the International Building Code would not prohibit the installation of the neon and or animated signage on the proposed freestanding signs ("C") and the proposed monument sign ("B"). If the proposed signage were designed and properly listed with an approved listing agency, the neon and or animated signage would be appropriate at any height.

The subject signs are not appropriate due to the number of deviations from Title 19.06 Las Vegas Boulevard Scenic Byway Overlay District requirements. Therefore, staff is recommending denial of the subject application and the related Variance (VAR-29664).

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing signage that fails to meet the minimum illumination requirements as set forth in Title 19.06 Las Vegas Boulevard Scenic Byway Overlay District. Alternative design and consolidation of signs would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 6

SENATE DISTRICT 10

NOTICES MAILED 182 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-32024** APN: 13927812009;13927812010;13927812016

Name of Property Owner: Casa Suites, LLC

Name of Applicant: The Siegel Group Nevada, Inc.

Name of Representative: Tabitha Fiddyment, Kummer Kaempfer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Stephen Siegel, President, The Siegel Group NV, Inc.

Subscribed and sworn before me

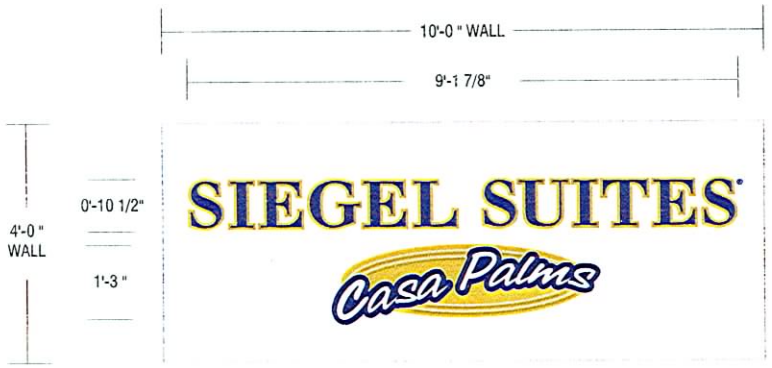
This 18th day of November, 2008

_____

Notary Public in and for said County and State

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

LETTER VECTORS HAVE BEEN MODIFIED 10-17-08 DAG



B NEW INTERNALLY ILLUMINATED PLEX FACED LETTERS & SYMBOL MOUNTED TO EXISTING CORNER MONUMENT
SCALE 1/2" = 1'

PROPOSED ELEVATION

EXISTING CONDITION

RECEIVED
NOV 19 2008

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
SIEGEL07

DATE
05-26-2008
VOLTAGE
VERIFY

PRIMARY ELECTRICAL TO SIGN LOCATIONS IS TO BE PROVIDED BY OTHERS. 20 AMP DEDICATED CIRCUIT(S) WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR ALL INSTALLATIONS.

COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY THEY MAY NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLOR CALL-OUTS ARE FOR A MATCH AS CLOSE AS POSSIBLE.

THIS ORIGINAL DESIGN IS THE SOLE PROPERTY OF ULTRASIGNS. IT CANNOT BE REPRODUCED, COPIED OR EXHIBITED IN WHOLE OR PART, WITHOUT FIRST OBTAINING WRITTEN CONSENT FROM ULTRASIGNS.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

REVISION DATES
1. 08-22-2008 AT
2. 08-25-2008 AT
3. 09-15-2008 DAG
4. 09-15-2008 DAG
5. 10-17-2008 DAG
6. 10-30-2008 DAG
7. 11-13-2008 DAG
8.
9.
10.

CLIENT APPROVAL

ultrasigns
ELECTRICAL ADVERTISING
TEL: 858-569-1400 FAX: 858-569-1453
9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-32024
12/18/08 PC

SIGN C DOUBLE FACED NON-ILLUMINATED POST MOUNTED DISPLAY
SCALE 1"=1'

RECEIVED
NOV 19 2008

JOB INFORMATION
SIEGEL SUITES - CASA PALMS
700 NORTH LAS VEGAS BLVD.
LAS VEGAS, NV

SALESPERSON
MARK WHITEHOUSE
DESIGNER
DAVID GREEN
SKETCH NO
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9.
10.

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TEL: 858-569-1400 FAX: 858-569-1453
9025 BALBOA AVENUE, STE 150
SAN DIEGO, CA 92123-1520

VAR-32024
12/18/08 PC

VAR-32024 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

VAR-32024 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

VAR-32024 - APPLICANT: THE SIEGEL GROUP NEVADA, INC. - OWNER: CASA SUITES, LLC
NORTHEAST CORNER OF LAS VEGAS BOULEVARD AND WILSON AVENUE
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11/19/08

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DECEMBER 18, 2008 PLANNING COMMISSION

11/19/08

ultrasigns
ELECTRICAL ADVERTISING

JUSTIFICATION LETTER

Date: 11/19/08

To: City of Las Vegas Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

From: Mark Whitehouse

Attn: Planning/Development Department

Re: Master Sign Plan for Siegel Suites Casa Palms 700 N. LV Blvd. LVNV 89104

To Whom It May Concern:

On behalf of Siegel Suites Casa Palms located at 700 N. Las Vegas Blvd. LVNV 89104, we respectfully are submitting a Master Sign Plan. In addition we request the following variances be granted in conjunction with this MSP.

-Allow one 60' overall high sign where a 40' maximum is allowed.
-Allow 7 freestanding signs where 2 would be allowed.
-Allow reduction in separation distance between all signs from 100' to 20', 40' and 47' as noted on the site plan submitted.
-Allow Sign B to have 0' 0" setback from Property Line where 5' 0" is required.
-Allow signs B and C to have 0% neon coverage where 75% neon coverage is required per Scenic Byway Standards. (*Note – Sign A has 80% neon coverage on it and does animated therefore is in compliance with Scenic Byway Standards)

Thank you for your kind consideration of our request.

Sincerely,

Mark Whitehouse
Ultrasigns, Inc.
(702) 336-3336

VAR-32024
12/18/08 PC

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ELIZABETH M. SOROKAC
esorokac@kkbrf.com
702.693.4274

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
6666 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.883.0257

December 23, 2008

Via Facsimile: (702) 382-4803
Beverly Bridges
City Clerk
City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Appeal to the Las Vegas City Council of the Planning Commission's Denial of VAR-29664 and VAR-32024

Dear Beverly Bridges:

We represent the applicant on the applications listed above. The applications were denied by the Planning Commission at the December 18, 2008 meeting. Pursuant to the Las Vegas Zoning Code Section 19.18.070(J)(1), we respectfully request that the applications be heard on appeal by the Las Vegas City Council. Please contact me at (702) 693-4274 or esorokac@kkbrf.com if you have any questions regarding this matter.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Elizabeth M. Sorokac

EMS/anc

cc: Margo Wheeler (*via email: mwheeler@lasvegasnevada.gov*)

2008 DEC 23 A 9:52

CITY CLERK

LAW FIRMS WORLDWIDE MERITAS

662038_1.DOC

15172.6

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 JAN 12 A 8:

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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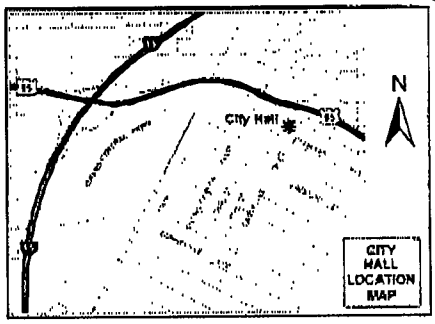
0004239954 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024

City Council Meeting of 1/21/2009

717 L L C
%T COBLENTZ
%S & A FELD
3207 BEL AIR DR
LAS VEGAS NV 89109-1518

KAVDS11 89109

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2009 JAN 12 A 8:03

PRESORTED
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UNITED STATES POSTAGE
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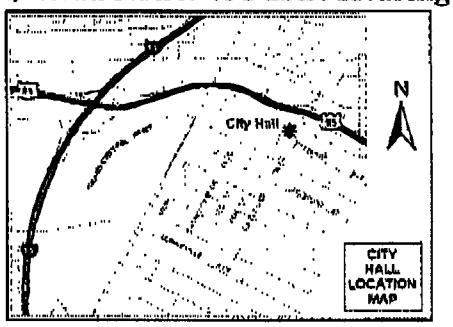
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024
City Council Meeting of 1/21/2009

WINTHROP TRUST ETAL
FELD ALAN W & SUZANNE C CO-TRS
3207 BEL AIR DR
LAS VEGAS NV 89109-1518

KAVDS11 89109

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

NEON MUSEUM
749 VETERANS
MEMORIAL DRIVE
LAS VEGAS, NEVADA 89101
702.229.5366

RECEIVED
CITY CLERK

2008 DEC 18 A 9:57

Protest

City of Las Vegas Planning Commission
Attn: City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: VAR-29664, VAR-32024

Dear Planning Commissioners:

The Neon Museum wishes to express opposition to the Siegel Group application for variances as part of a master sign plan for Casa Suites, located at 700 Las Vegas Boulevard, North.

The address in question is located along the Scenic Byway, an important city of Las Vegas landmark that is recognized in large part for its historic and iconic neon signage. The updated Scenic Byway plan, approved by resolution by City Council through R-62-2008, November 5, 2008, and the Las Vegas Boulevard Scenic Byway Overlay District protect the nighttime scenic qualities of the byway. The Neon Museum is a contributing partner with the City of Las Vegas Planning & Development Department, assisting with grant requests and development of the Scenic Byway and Cultural Corridor management plans. The Neon Museum is expected to take over leadership responsibilities in the next few years with the city only enforcing the regulatory aspects of the program such as signage and land use codes.

The Neon Museum's major concern is the proposed 60' tall sign where 40' maximum height is allowed, and additional signs to be installed with zero percent neon where 75% neon is mandated. A sign of this height would obstruct the view of historic signs proposed for the median of Las Vegas Boulevard, as well as locational signage to be installed at the museum property. In addition, the Neon Museum feels that allowing a sign with zero percent neon would jeopardize future grant funding from the Scenic Byway program which depends in large part on the integrity of the byway.

The Neon Museum Board of Trustees

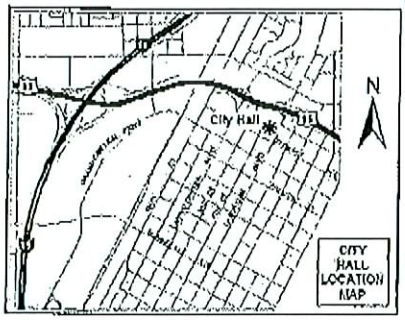
Submitted after final agenda
Date 12-18-08 Item #11-12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & ~~VAR-32024~~

Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13927812025
WELTMER JOSH & LLUVIA
145 NEWPORT WY NW #D-103
ISSAQUAH WA 98027-3143

Being adjacent to the proposed Neon Museum - Seigel suites should follow the spirit of the project by erecting neon signs.

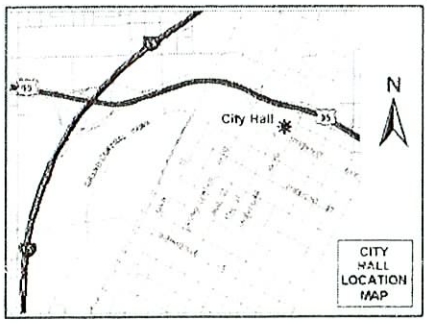
12P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
DEC 05 2008
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & VAR-32024

Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13927812034
KRIER COURTNEY
131 N 9TH ST
LAS VEGAS NV 89101-4225

12P

PAGE 01/01
HAOTANG
12/14/2008 12:12 9492621334

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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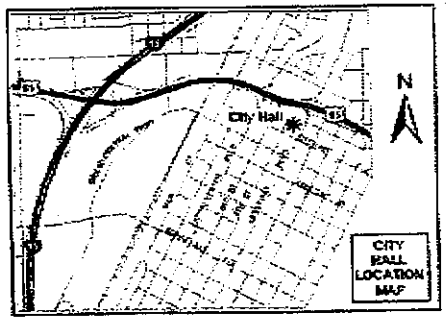
Return Service Requested

Official Notice of Public Hearing



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Please use available blank space on card for your comments.

~~VAR-29664~~ & ~~VAR-32024~~

Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13934512044
LAS VEGAS TRUST 2501644
14931 BURNHAM CIR
IRVINE CA 92604-2357

Submitted after final agenda

Date 12-14-08 Item 11

11A

PAGE 01/01
HAOTANG
12/14/2008 12:12 9492621334

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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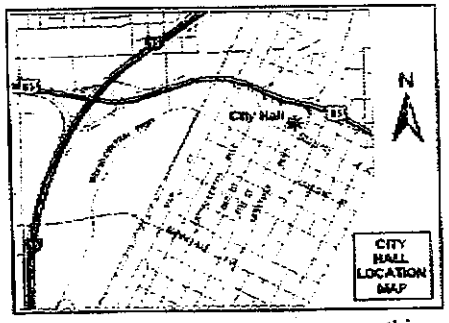
Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-29664 & [redacted]

Planning Commission Meeting of 12/18/2008

Case: VAR-29664

13934512044
LAS VEGAS TRUST 2501644
14931 BURNHAM CIR
IRVINE CA 92604-2357

Submitted after final agenda

Date 12-14-08 Item 12

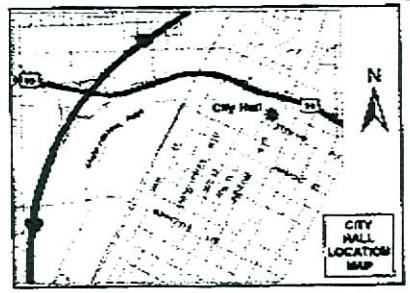
12A

12/08/2008 12:28 8182553600 SASCO INC PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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VAR-29664 & VAR-32024

Planning Commission Meeting of 12/18/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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Case: VAR-29664
13927804002
BONANZA SPRINGS SUITES L L C
12080 VENTURA PL #A
STUDIO CITY CA 91604-2634

JAN0511 91604

12A

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

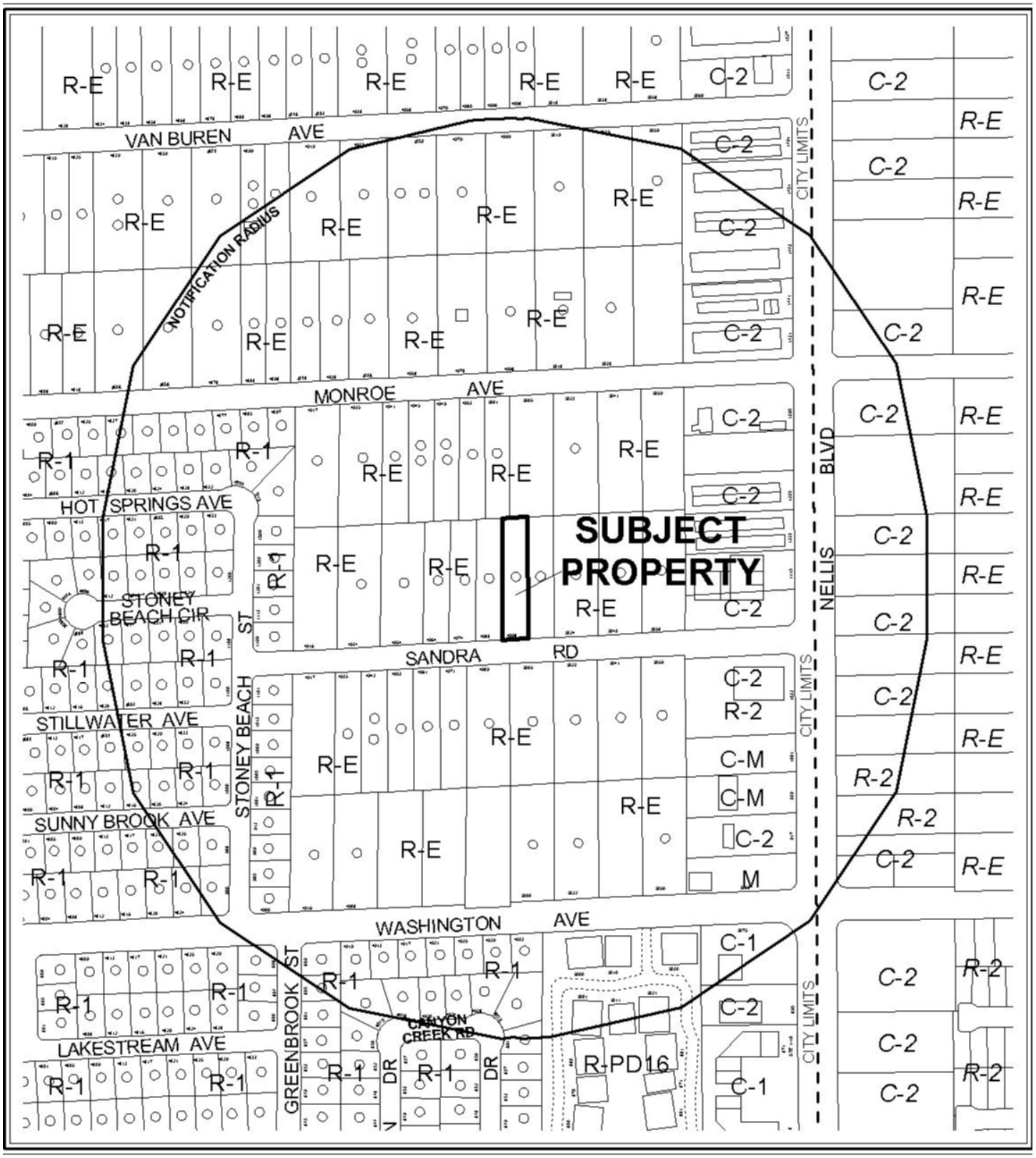
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-31691 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MICHELLE SHAPPIE - Request for a Variance TO ALLOW FOR A SEVEN-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED ROOM ADDITION AND PATIO COVER on 0.45 acres at 4998 Sandra Road (APN 140-29-612-016), R-E (Residence Estates) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**6**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 15



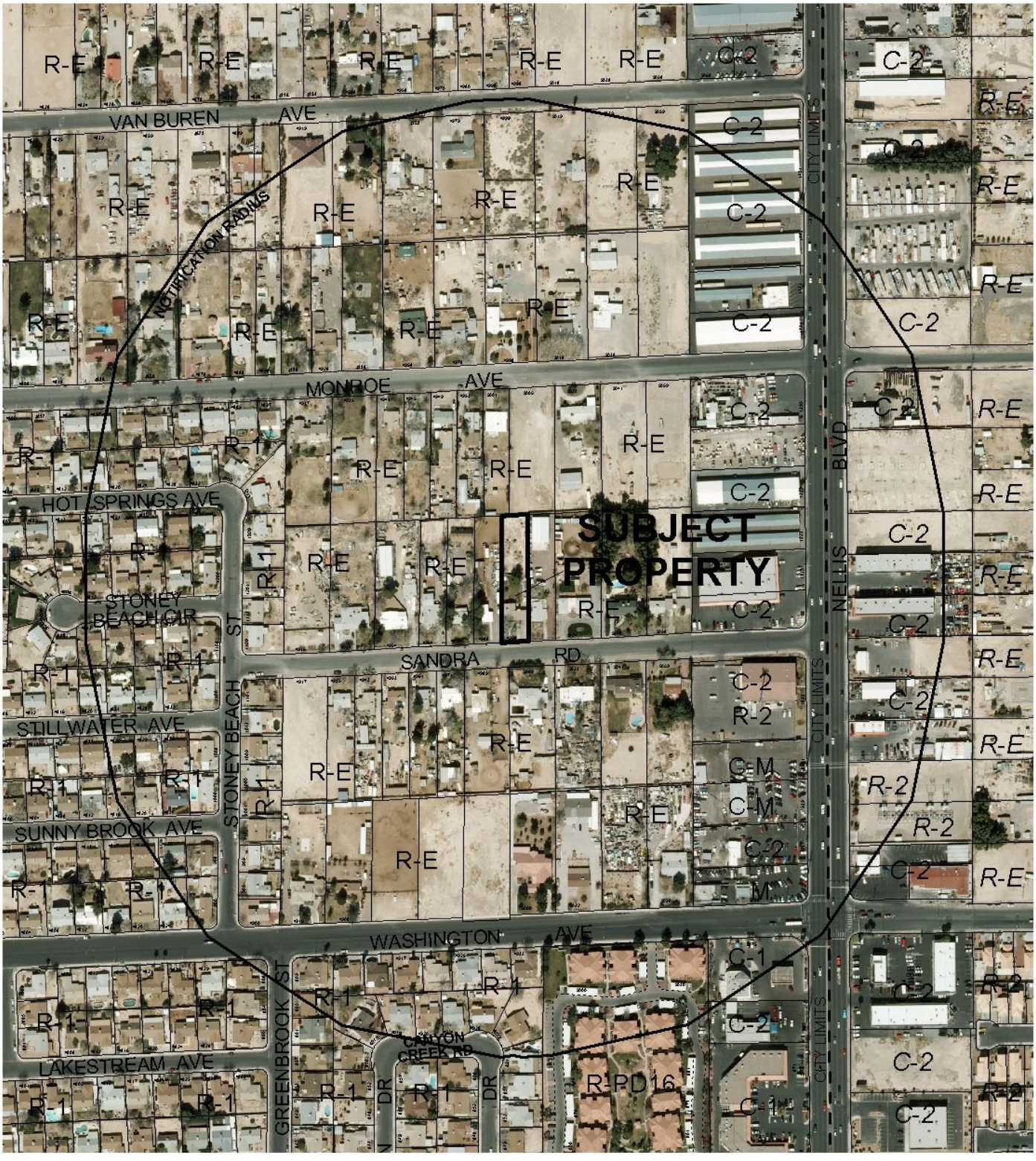
0 300 600 Feet

CASE: **VAR-31691**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-31691**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-31691 - APPLICANT/OWNER: MICHELLE SHAPPIE

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a seven-foot side yard setback where ten feet is required for a proposed room and patio cover addition at 4998 Sandra Road. The home on the site was constructed in 1964. Staff finds there are many alternatives to the proposed design, which would not require a Variance, and therefore recommends denial.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1964	Single-family residence constructed.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #15/leh).
Related Building Permits/Business Licenses	
01/26/99	A permit (#9901454) for a block wall was issued at 4998 Sandra Road and given final approval on 07/20/99.
Pre-Application Meeting	
10/09/08	The requirements for a Variance were discussed with a representative of the applicant.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Field Check	
11/06/08	Staff conducted a field check and found the subject site to be occupied and well maintained.

Details of Application Request	
Site Area	
Gross Acres	.45

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
North	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Single-Family	R (Rural Density	R-E (Residence

	Residence	Residential)	Estates)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y*
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

***Rural Preservation Overlay District**

It is the intent of the Rural Preservation Overlay District to:

1. Ensure that the rural character of each rural preservation neighborhood is preserved.
2. Unless a rural preservation neighborhood is located within 330 feet of an existing or proposed street or highway that is more than 90 feet wide, maintain the rural character of the area developed as a low density residential development.
3. Provide adequate buffer areas, adequate screening and an orderly and efficient transition of land uses, excluding raising or keeping animals commercially or non-commercially.
4. Establish a basis for the modification of standards for the development of infrastructure to maintain the rural character of the rural preservation neighborhood.

The subject property meets the intent of the Rural Preservation Overlay District.

DEVELOPMENT STANDARDS

Title 19.08 Development Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000	19,602	Y*
Min. Lot Width	100 Feet	60 Feet	Y*
Min. Setbacks			
• Front	50 Feet	50 Feet	
• Side (east)	10 Feet	2 Feet 6 Inches***	Y***
• Side (west)	10 Feet	8 Feet 7 Inches***	Y***
• Rear	35 Feet	45 Feet	Y
Max. Lot Coverage	N/A	12%	N/A
Max. Building Height	2 Stories or 35 Feet (whichever is less)	15 Feet**	Y or N

**Development Standards are per Title 19.08 Development Standards for the R-E (Residence Estates) zoning district The subject property was constructed in 1964 and the lot size and width is Legally Non-Conforming.*

*** The existing residence is non-conforming for the minimum side yard setback. The proposed addition will result in an encroachment beyond that of the existing building, to a setback of seven feet. Since the encroachment will increase, a Variance is required, and Title 19.16.030 (C) standards for additions to non-conforming buildings do not apply.*

****The proposed expansion will not increase the height of the existing structure.*

ANALYSIS

This is a request for a Variance to allow a seven-foot side yard setback where 10 feet is required for a proposed 466 square-foot room and patio cover addition to an existing 1,305 square-foot residence at 4998 Sandra Road. The existing residence is a non-conforming structure in that it has a side yard setback of eight feet along the west property line where the addition is proposed. The proposed addition will reduce this side yard setback to seven feet. For additions to non-conforming buildings, Title 19.16.030(C) states that "the Director may approve additions to non-conforming buildings when the non-conformance is a result of inadequate setbacks and provided that the addition conforms to all other provisions of this Title. The addition shall not encroach beyond the encroachment of the existing building, must be located in either a side or rear yard, and must not encroach more than fifty percent. In addition, the total of all such additions or enlargements shall not exceed more than fifty percent of the size of the original footprint of the structure." As the proposed addition will encroach beyond the encroachment of the existing residence, Title 19.16 does not apply, and this Variance is required.

The home was constructed in 1964 and the surrounding area is rural in character. While the proposed expansion of the home is harmonious and compatible with the surrounding area, the applicant could utilize an alternative design which would not require a Variance. Staff therefore finds this to be a self imposed hardship and recommends denial.

- **Zoning**

  The subject property is designated R (Rural Density Residential) under the Las Vegas 2020 Master Plan. The Rural Density Residential category is a rural or semi-rural environment with a lifestyle much like that of Desert Rural, but with a smaller allowable lot size.

  The subject property is zoned R-E (Residence Estates). The purpose of the R-E districts is to provide for low density residential units located on large lots and conveying a rural environment. This district is consistent with the policies of the Rural Density Residential category of the General Plan.

- **Elevations**

  The proposed building elevations depict a continuation of the existing structure, including materials and color palette. The proposed roof line will mirror the existing roof line and not extend beyond the existing height.

- **Floor Plan**

  The applicant is proposing the addition of a bedroom, bathroom and laundry room including a covered patio. The existing residence is approximately 8 feet 4 inches from the property line, and the proposal will bring the footing of the patio cover within approximately 7 feet 4 inches of the property line.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship. An alternative design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #1 as shown to which the applicant agreed.

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 164 by City Clerk

APPROVALS 5

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-31691** APN: 140-29-612-016

Name of Property Owner: MICHELLE SHAPPIE

Name of Applicant: _____

Name of Representative: MICHELLE SHAPPIE

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Michelle Shappie

Print Name: MICHELLE SHAPPIE

Subscribed and sworn before me

This 30 day of October, 2008

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
Notary Public, State of Nevada
Appointment No. 98-2673-1
My Appt. Expires Jun 5, 2010

RECEIVED
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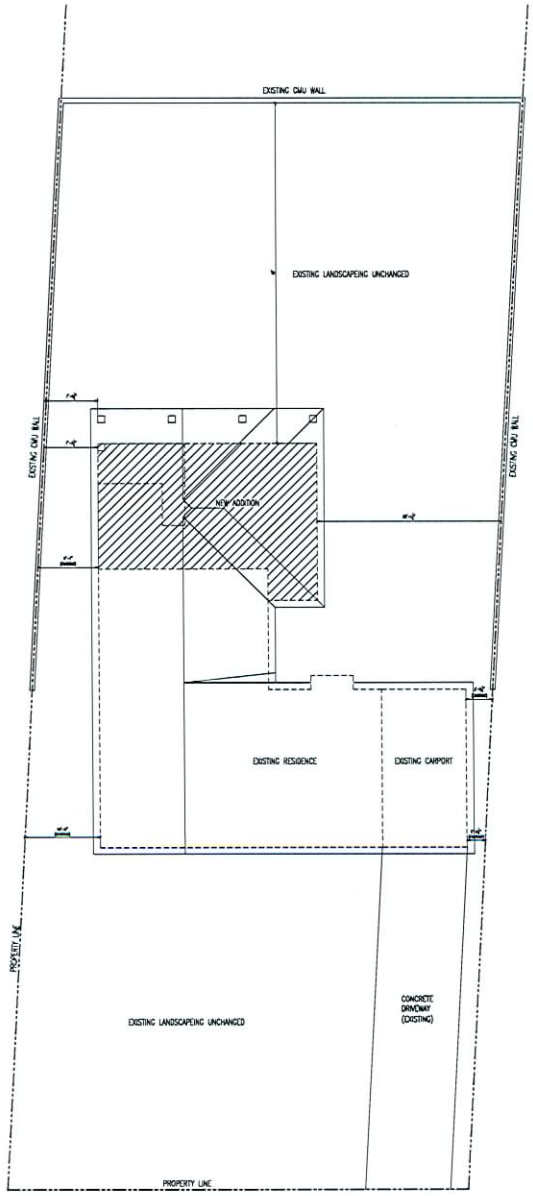


SITE PLAN
SCALE: 1/8" = 1'

CODE ANALISYS

JURISDICTION:	LAS VEGAS, NEVADA
CURRENT ZONING:	SINGLE FAMILY
OCCUPANCY CLASSIFICATION:	R-3 / U-1
TYPE OF CONSTRUCTION:	TYPE V - NON RATED

ALLOWABLE AREA:

SITE S.F.	19,602 S.F.
TOTAL COVERAGE	- 2,424 S.F.
COVERAGE	- 12%

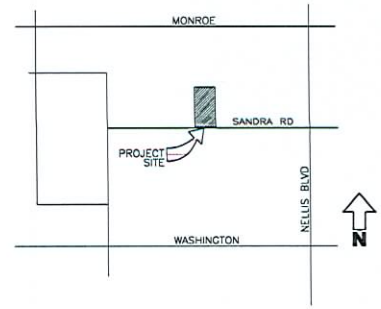
ALLOWABLE HEIGHT: 35'-0" (2 STORIES)
UNAFFECTED BY THIS REMODEL

SETBACKS:
UNAFFECTED BY THIS REMODEL

FRONT:	50' MINIMUM
SIDES:	5' MINIMUM
REAR:	50' MINIMUM

CODES USED: 2006 IRC, 2006 UMC, UPC, 2005 NEC
2006 IBC (STRUCTURAL ONLY)
2006 IECC
AND THE SOUTHERN NEVADA
CODE AMENDMENTS.

VICINITY MAP



SQUARE FOOTAGE

EXISTING LIVING:	- 1305 S.F.
NEW LIVING:	- 466 S.F.
TOTAL LIVING:	- 1771 S.F.

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

VAR-31691

12/18/08 PC

S-1
SITE PLAN
6-20-08

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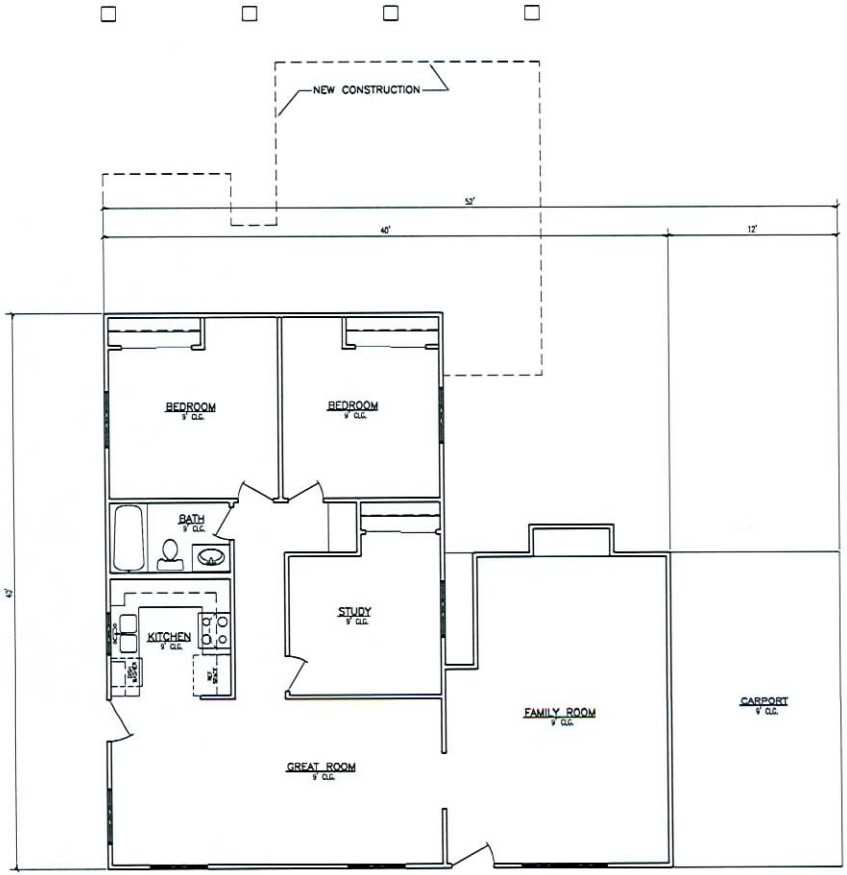

EXISTING FLOOR PLAN
SCALE: 1/4" = 1'

SQUARE FOOTAGE
EXISTING LIVING: – 1305 S.F.
NEW LIVING: – 466 S.F.
TOTAL LIVING: – 1771 S.F.

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

VAR-31691

12/18/08 PC

A-1
EXISTING FLOOR PLAN
6-20-08

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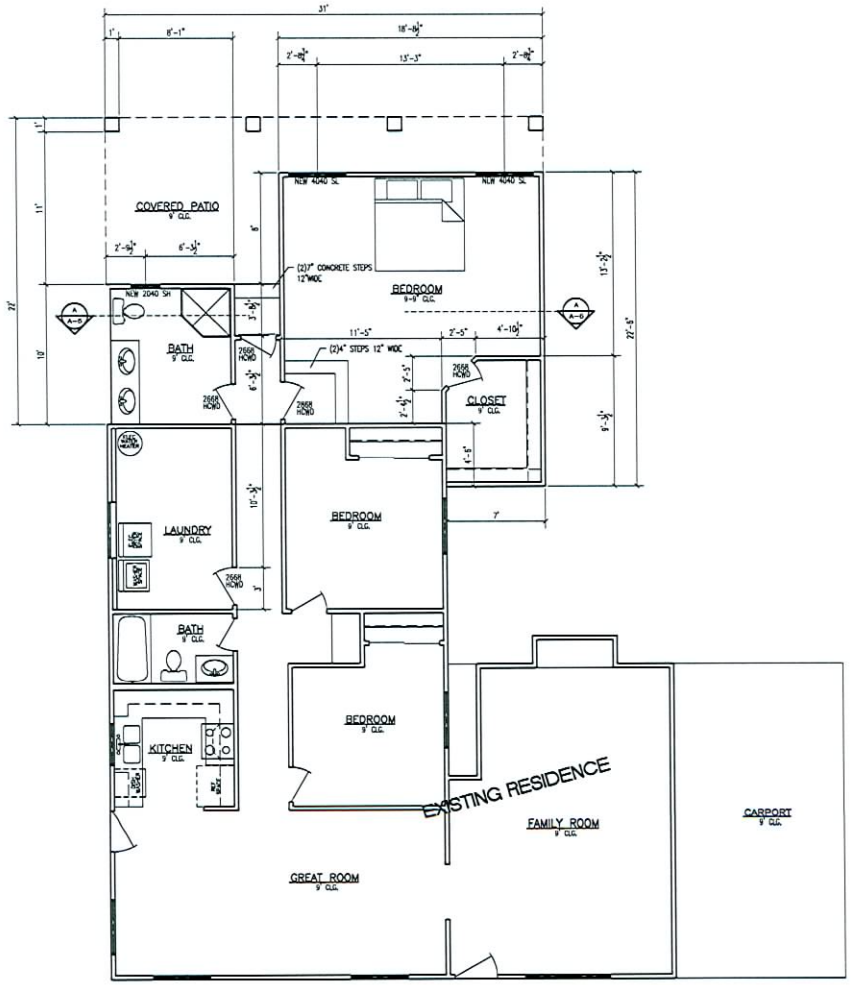


FLOOR PLAN
SCALE: 1/4" = 1'

N

SQUARE FOOTAGE

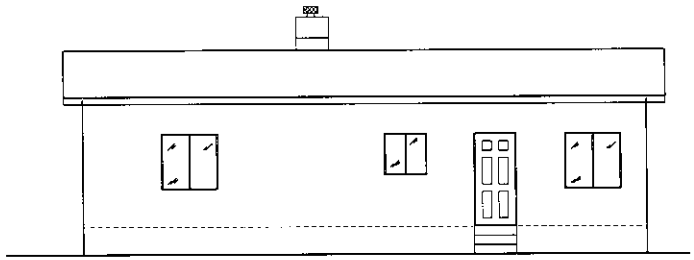
EXISTING LIVING:	1305 S.F.
NEW LIVING:	466 S.F.
TOTAL LIVING:	1771 S.F.

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD

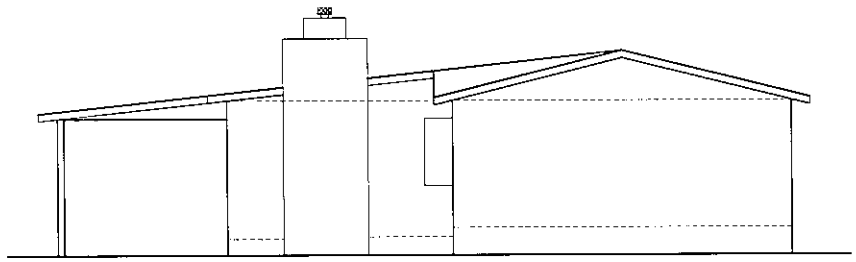
VAR-31691

12/18/08 PC

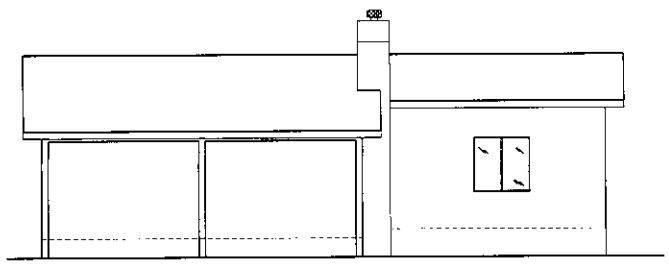
A-2
NEW FLOOR PLAN
6-20-08



EXISTING RIGHT SIDE ELEVATION
SCALE 1/4" = 1'



EXISTING REAR ELEVATION
SCALE 1/4" = 1'



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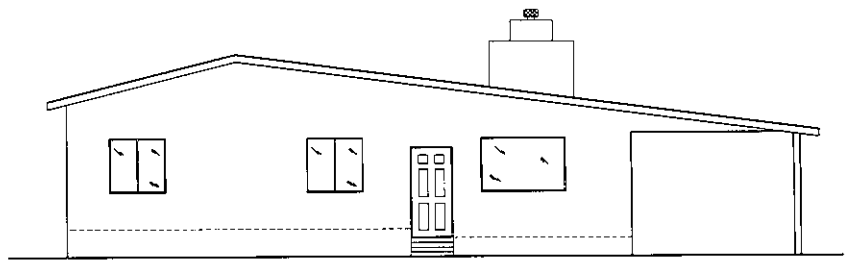
SCALE 1/4" = 1'



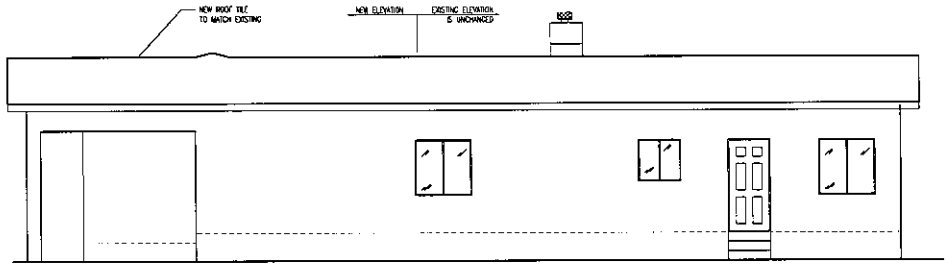
EXISTING FRONT ELEVATION
SCALE 1/4" = 1'

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

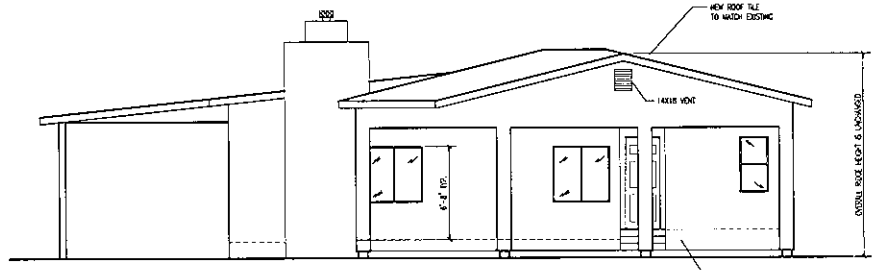
VAR-31691

A-3
EXISTING ELEVATIONS
6-20-08

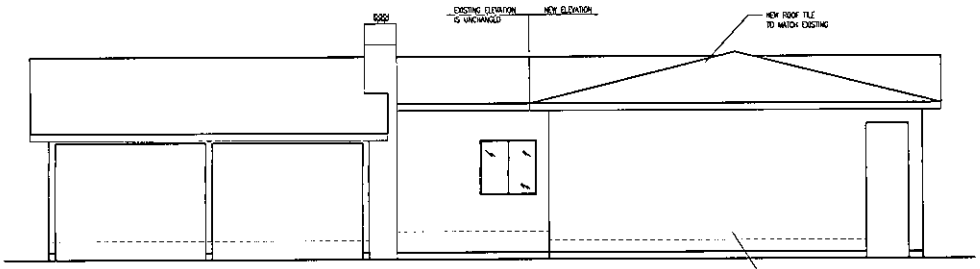
12/18/08 PC



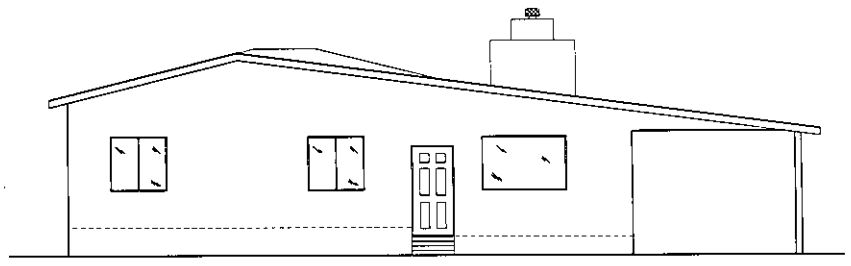
NEW RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'



NEW REAR ELEVATION
SCALE: 1/4" = 1'



NEW LEFT SIDE ELEVATION
SCALE: 1/4" = 1'



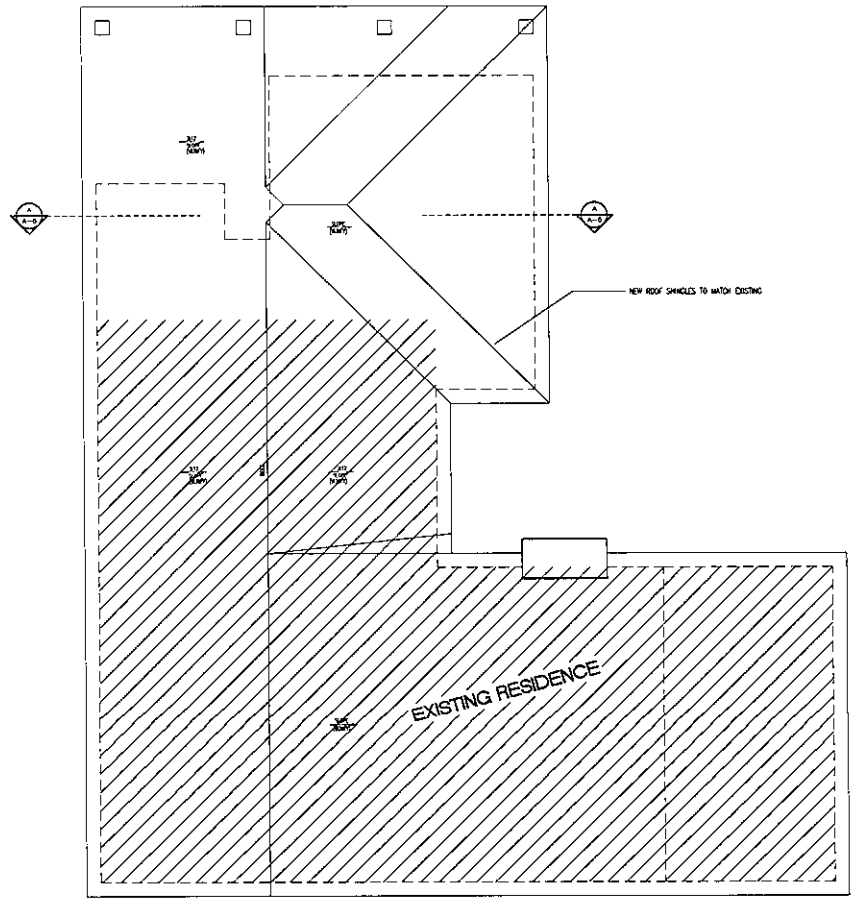
NEW FRONT ELEVATION
SCALE: 1/4" = 1'

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

VAR-31691

12/18/08 PC

A-4
NEW ELEVATIONS
6-20-08



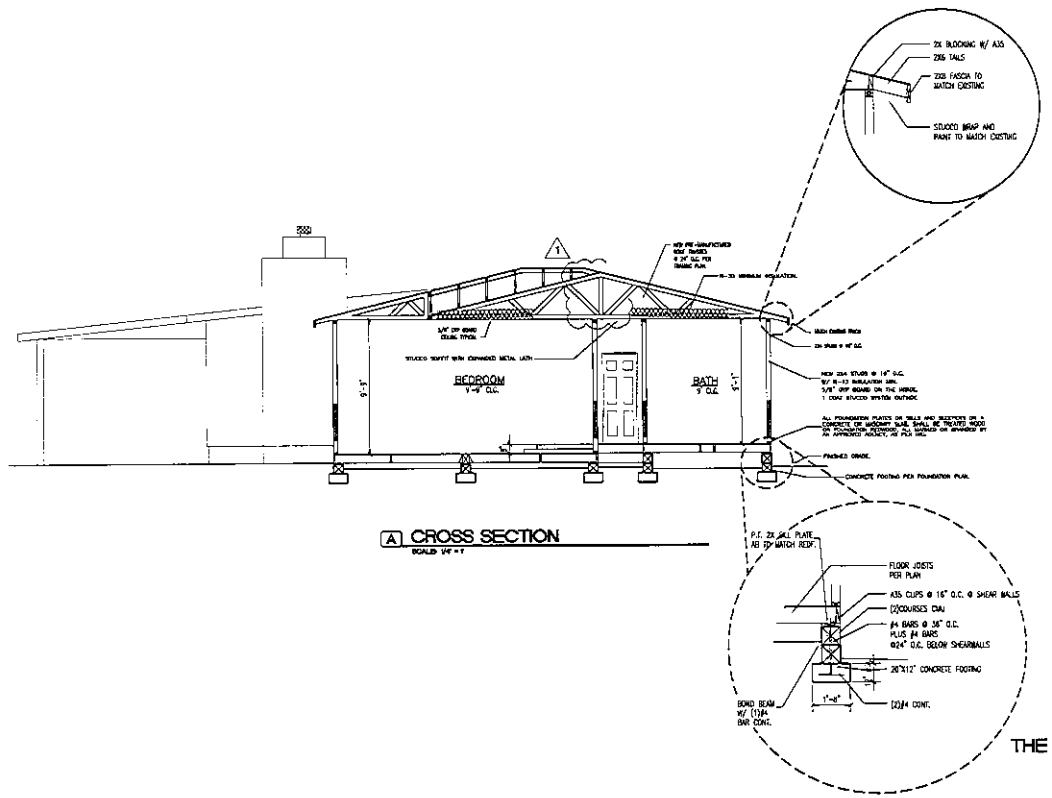
NEW ROOF PLAN

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD

VAR-31691

A-5
ROOF PLAN
6-20-08

12/18/08 PC



A CROSS SECTION

SCALE: 1/4" = 1'

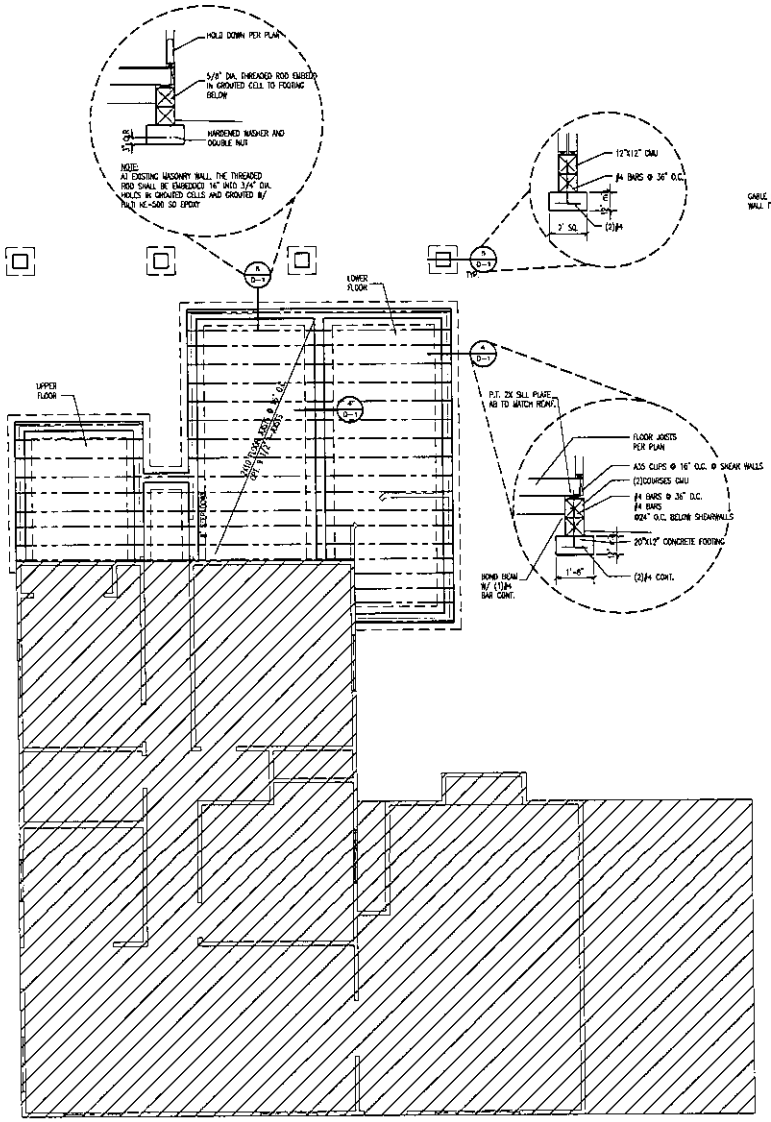
1 9-15-08

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

VAR-31691

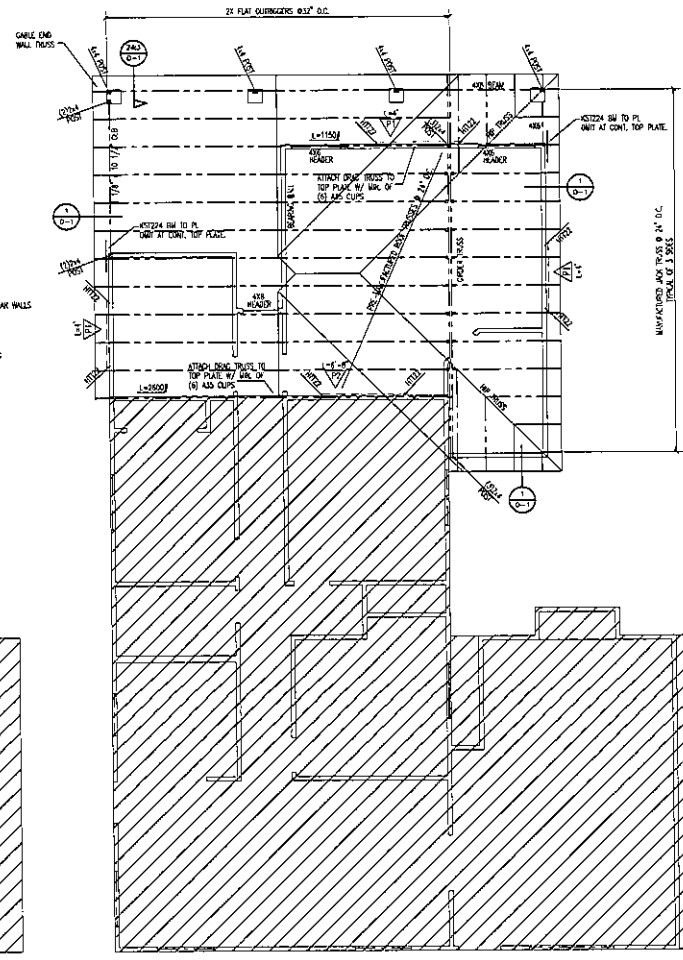
12/18/08 PC

A-6
CROSS SECTION
8-23-08



NEW FOUNDATION PLAN

SCALE: 1/4" = 1'



NEW ROOF FRAMING PLAN

SCALE: 1/4" = 1'

NOTES

1 ALL EXTERIOR WALLS SHALL BE 2X4 OR 2X6 AT 16" O.C. DFL STUD GRADE U.N.O.

2 FACE NAIL MULTIPLE 2X'S TOGETHER WITH 16d SINKERS @ 6" O.C. STAGGERED

3 PROVIDE A MINIMUM OF (1)TRIMMER AND (1) KING STUD ON EACH SIDE OF EXTERIOR OPENINGS. U.N.O.

4 PROVIDE (2)2X4 POST BELOW BEAMS AND GIRDERS U.N.O.

5 HEADERS AND BEAMS INDICATED ON PLANS ARE MINIMUMS AND MAY BE REPLACED WITH LARGER MEMBERS WITHOUT REVIEW.

6 PROVIDE A MINIMUM 4'-0" LAP AT TOP PLATE SPLICES AND CONNECT W/ (12) 16d SINKERS EACH SIDE OF SPLICE.

SHEAR WALL SCHEDULE

P1 3/8" PLYWOOD OR OSB W/ 8d NAILS @ 6" O.C. EDGE AND 12" O.C. IN THE FIELD. ATTACH SILL PLATE TO RIM BELOW W/ 16d SINKERS @ 4" O.C.

P2 3/8" PLYWOOD OR OSB W/ 8d NAILS @ 4" O.C. EDGE AND 12" O.C. IN THE FIELD. ATTACH SILL PLATE TO RIM BELOW W/ 16d SINKERS @ 4" O.C.

SHEAR WALL NOTES

1 ALL SHEAR WALL LENGTHS NOTED ON THE PLANS ARE MINIMUMS AND MAY BE INCREASED WITHOUT REVIEW.

2 SHEATHING MAY BE PLACED ON EITHER SIDE OF DESIGNATED WALL.

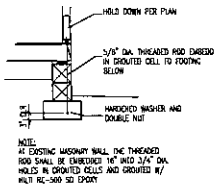
3 ALL SHEAR WALLS MAY BE MOVED UP TO 24" FROM THE POSITION SHOWN ON THE DESIGNATED WALL.

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD

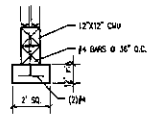
VAR-31691

A-7
FRAMING PLANS
6-20-08

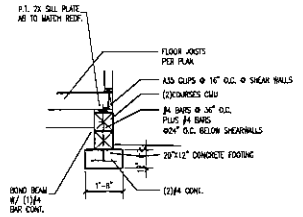
12/18/08 PC



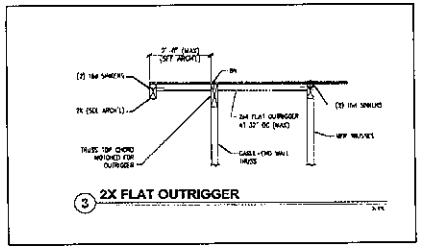
6 HOLD DOWN DETAIL
SCALE: N.T.S.



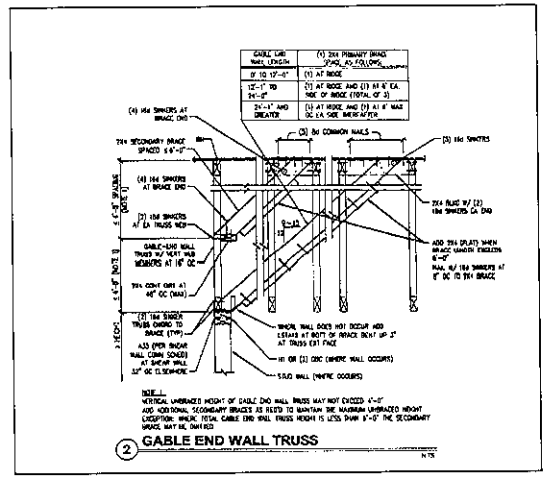
5 STANDARD POST FOOTING
SCALE: N.T.S.



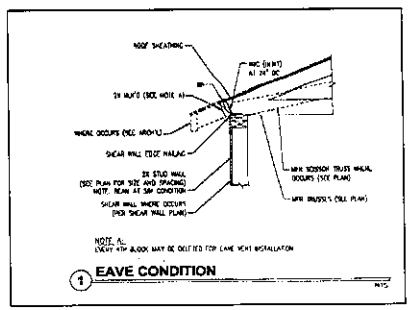
4 FOOTING DETAIL
SCALE: N.T.S.



3 2X FLAT OUTRIGGER



2 GABLE END WALL TRUSS



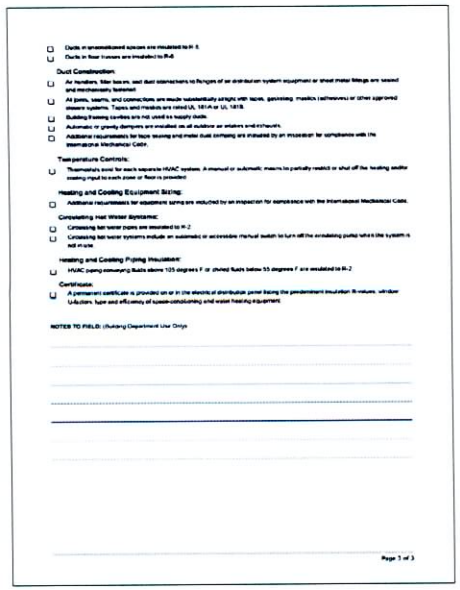
1 EAVE CONDITION

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD

VAR-31691

12/18/08 PC

D-1
STRUCTURAL DETAILS
6-20-08



Ducts in unconditioned spaces are insulated to R-5.
Ducts in floor trusses are insulated to R-6.

Duct Construction:

Air handlers, filter boxes, and duct connections to flanges of air distribution system equipment or sheet metal fittings are sealed and mechanically fastened.

All joints, seams, and connections are made substantially airtight with tapes, gaskets, mastics (adhesives) or other approved closure systems. Tapes and mastics are rated UL 181A or UL 181B.

Building framing cavities are not used as supply ducts.

Automatic or gravity dampers are installed on all outdoor air intakes and exhausts.

Additional requirements for tape sealing and metal duct sealing are installed by an inspection for compliance with the International Mechanical Code.

Temperature Controls:

Thermostats exist for each separate HVAC system. A manual or automatic means to partially restrict or shut off the heating and/or cooling input to each zone or floor is provided.

Heating and Cooling Equipment Sizing:

Additional requirements for equipment sizing are included by an inspection for compliance with the International Mechanical Code.

Circulating Hot Water Systems:

Circulating hot water pipes are insulated to R-2.

Circulating hot water systems include an automatic or accessible manual switch to turn off the circulating pump when the system is not in use.

Heating and Cooling Piping Insulation:

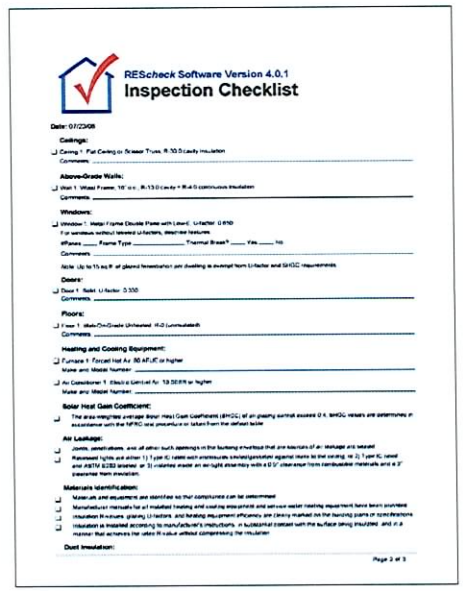
HVAC piping conveying fluids above 105 degrees F or chilled fluids below 55 degrees F are insulated to R-2.

Certificate:

A permanent certificate is provided on or in the electrical distribution panel listing the predominant insulation R-values, window U-factors, type and efficiency of space-conditioning and water heating equipment.

NOTES TO FIELD: (Building Department Use Only)

Page 3 of 3



REScheck Software Version 4.0.1

Inspection Checklist

Date: 07/23/08

Ceilings:

Ceiling 1: Flat Ceiling or Scissor Truss, R-30.0 cavity insulation

Comments: _____

Above-Grade Walls:

Wall 1: Wood Frame, 16" o.c., R-13.0 cavity + R-4.0 continuous insulation

Comments: _____

Windows:

Window 1: Metal Frame Double Pane with Low-E, U-factor: 0.650

For windows without labeled U-factors, describe features:

sill/area ____, Frame Type _____, Thermal Break? ____, Film ____, Info

Comments: _____

Note: Up to 15 sq ft of glazed fenestration per dwelling is exempt from U-factor and SHGC requirements.

Doors:

Door 1: Solid, U-factor: 0.350

Comments: _____

Floors:

Floor 1: Slab-On-Grade Unheated, R-0 (uninsulated)

Comments: _____

Heating and Cooling Equipment:

Furnace 1: Forced Hot Air, 80 AFUE or higher

Make and Model Number: _____

Air Conditioner 1: Electrical Central Air, 13 SEER or higher

Make and Model Number: _____

Solar Heat Gain Coefficient:

The area-weighted average Solar Heat Gain Coefficient (SHGC) of all glazing exempt exceeds 0.4. SHGC values are determined in accordance with the NFRC test procedure or taken from the default table.

Air Leakage:

Joints, penetrations, and all other such openings in the building envelope that are sources of air leakage are sealed.

Recessed lights are either 1) Type IC rated and enclosure sealed/gasketed against drywall to the ceiling, or 2) Type IC rated and ASTM E283 sealed, or 3) installed inside an air-tight drywall box with a 0.5" clearance from combustible materials and a 3" clearance from insulation.

Materials Identification:

Materials and equipment are identified so that compliance can be determined.

Manufacturer manuals for all installed heating and cooling equipment and service water heating equipment have been provided.

Insulation R-values, glazing U-factors, and heating equipment efficiency are clearly marked on the framing plans or specifications.

Insulation is installed according to manufacturer's instructions, in substantial contact with the surface being insulated, and in a manner that achieves the rated R-value without compressing the insulation.

Duct Insulation:

Page 2 of 3

REScheck Software Version 4.0.1

Compliance Certificate

Report Date: 07/23/08

Data Filename: L:\Designs\LITTON\JOB HORTON\CUSTOM\sheppie\SHAPPIE REMODEL.mi

Energy Code:	2006 IECC
Location:	Las Vegas, Nevada
Construction Type:	Single Family
Conditioned Floor Area:	466 ft2
Glazing Area Percentage:	6%
Heating Degree Days:	2982
Climate Zone:	3

Construction Site:
4966 SANDRA RD
LAS VEGAS, NV 89110

Owner/Agent:
MICHELLE SHAPPIE
4966 SANDRA RD
LAS VEGAS, NV

Designer/Contractor:
LAS VEGAS, NV

Compliance: Passes with UA | Maximum UA: Type | Proposed as UA: 384 (+/-2) 9% Better Than Code

Maximum SHGC: Your SHGC: 0.40

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Glazing or Door U-Factor	UA
Ceiling 1: Flat Ceiling or Scissor Truss	466	30.0	0.0		16
Wall 1: Wood Frame, 16" o.c.	722	13.0	4.0		48
Window 1: Metal Frame Double Pane with (Low-E) SHGC: 0.40	40			0.650	26
Door 1: Solid	17			0.350	6
Floor 1: Slab-On-Grade Unheated Insulation depth: 0.0'	87		0.0		91

Furnace 1: Forced Hot Air 82 AFUE

Air Conditioner 1: Electric Central Air, 12 SEER

Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2006 IECC requirements in REScheck version 4.0.1 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

Name / Title _____ Signature _____ Date _____

Project Notes:
USE MIN R-6 DUCT INSULATION PER THE AMENDED 2006 IECC

Page 1 of 3

2006 IECC
NTS

VAR-31691
12/18/08 PC

REV	DATE	COMMENT
1		
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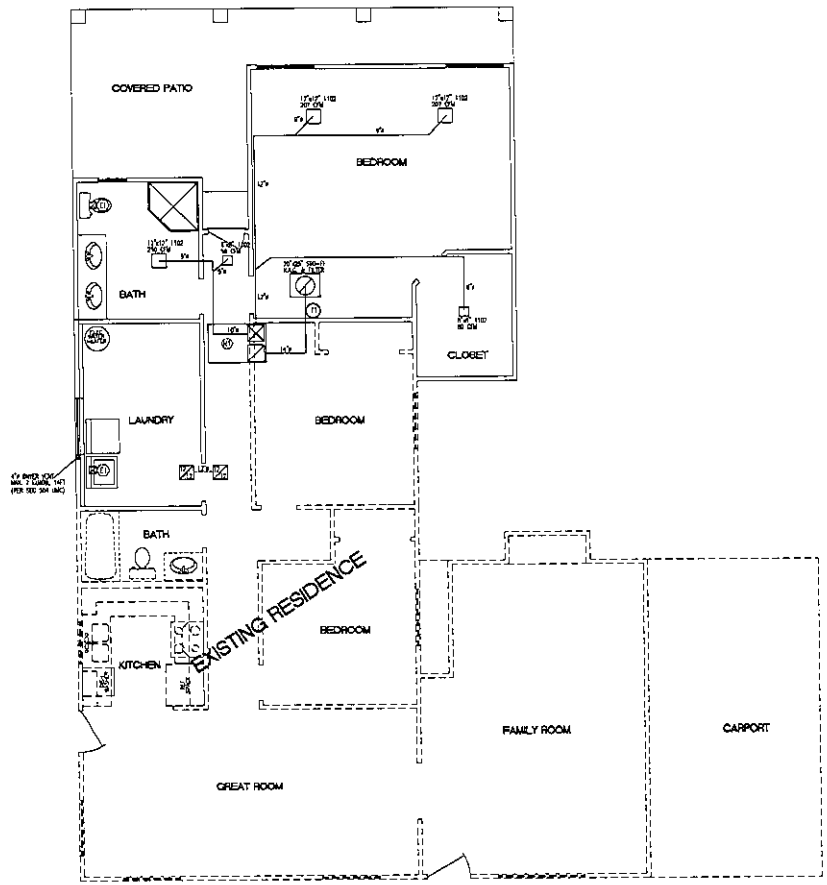
3		
4		
5		

SHAPPIE REMODEL
2006 IECC ENERGY CALCULATION

SHEET NUMBER:
EC-1



SYMBOLS:

- EXHAUST FANS
- SUPPLY GRILLE
- RETURN AIR GRILLE
- TRANSFER GRILLE
- PROGRAMMABLE THERMOSTAT
- R.S.A. DUCT
- SUPPLY & RETURN DUCTWORK
- TRANSFER DUCTWORK

EQUIPMENT:

(E1) CARRIER 50CQ024 OR EQUAL (13 SEER, 2 RTU) ROOFTOP PACKAGE UNIT, NOMINAL 24,000 BUH/HR COOLING CAPACITY, 22,400 BTU/HR HEATING CAPACITY @ 47 DGL NOMINAL 800 CFM 230-1-60, MCA=18.3, MOCP=20 1 / 3HP MOTOR, APPROX. 400 LBS (W/ OPT. 5 KW HEAT STRIP, MCA=24.8, MOCP=45)

(E1) EXHAUST FAN A DUCT TO PROVIDE 70 CFM VENT TO OUTSIDE PER CODE, PROVIDE BIRD SCREEN, BACKDRAFT & FACTORY CAP.

NOTES:

1. CONTRACTOR TO ENSURE THAT ALL WORK IS TO BE DONE IN ACCORDANCE WITH 2006 UMC, LOCAL CODE, AND STATE, AND NATIONAL BUILDING CODES. IF THERE ARE ANY CONFLICTS BETWEEN THE CODES AND THE PLANS HEREIN, THE CODES SHALL TAKE PRECEDENCE.
2. EQUAL DIFFUSERS, REGISTERS, AND GRILLES ∫ & ∫ (TYP.)OR EQUAL).
3. RETURN AIR DUCT TO HAVE AT LEAST 1 SQ. FT.OPEN BETWEEN THE OUTLAW ON THE FAN TO THE PLENUM AT THE FURNACE AIR CANAL. PLENUM BOX AT RETURN AIR GRILLE TO BE A MINIMUM 6" DEEP.
4. LINE RECTANGULAR DUCT UNLESS INDICATED OTHERWISE W/ 1" 1 1/2 LB. FIBERGLASS INSULATION.
5. DUCTWORK TO BE CLASS 1 DUCT, INSULATED W/ A MIN. R-6 INSULATION PER THE MARCH'S 2006 INTERNATIONAL ENERGY CONSERVATION CODE(IECC), 402.2.1. DUCTWORK LOCATED ON THE EXTERIOR OF THE BUILDING MUST BE INSULATED TO R-8. DUCTWORK IN CONDITIONED SPACE MAY BE UNINSULATED.
6. DUCT PENETRATING FIRE SEPARATION/RADIUS WALL OR CEILING SHALL BE 26 GAUGE GALVANIZED STEEL OR OTHER CODE APPROVED MATERIAL AND SHALL HAVE NO OPENINGS INTO THE GARAGE.
7. FACTORY ASSEMBLED AIR DUCTS USED A CLOSURE SHALL BE INSTALLED TO COMPLY WITH SECTION 603.9. JOINTS & LONGITUDINAL SEAMS SHALL BE SECURELY SEALED & CONFORMED W/ UMC/IAC OR EQUAL APPROVED TAPE, COMPLYING WITH UL 181.
8. RUN 3/4" CONDENSATE LINE FROM COOLING COIL/PE TO APPROVED RECEPTORS OR TO OUTSIDE. USE INTERNAL PLUMBING APPROVED AUXILIARY LINE FROM DRAIN PAN SHALL DISCHARGE ABOVE A WINDOW, A HOOSE OR A CODE APPROVED LOCATION. DOWNSTREAM DRAIN TERMINATION AND ADVISE OWNER THAT WATER DRIPPING FROM THAT LOCATION INDICATES CLOGGED MAIN DRAIN.
9. HVAC PIPING CONVEYING FLUIDS ABOVE 105°F OR CHILLED FLUIDS BELOW 55°F ARE INSULATED TO R-4.
10. SUPPORT CLEARANCE FROM COMBUSTIBLES PER CODE AND MANUFACTURERS SPECS. VENT TERMINATE TO PROPERTY ATTIC ATTIC LIGHT, GAS MAKE AND COMBUSTION AIR TO FURNACE AS REQUIRED BY CODE.
11. PROVIDE FLEXIBLE DUCT CONNECTIONS AT ALL AIR MOVEMENT EQUIPMENT (I.E.: FANS, FURNACES, ETC.).
12. ALL STRUCTURAL SUSPENDED SUPPORTING MEMBERS SHALL BE APPROVED BY STRUCTURAL ENGINEER.
13. DUCT AND PLENUM SYSTEM AIR FLOWS TO EACH GRILLE, REGISTER, AND OUTSIDE AIR DUCT TO CONFORM TO THOSE SPECIFIED ON THE HVAC PLANS
14. THERMOSTATS MUST BE CAPABLE OF BEING SET DOWN TO 55°F OR LOWER FOR HEATING AND UP TO 85°F OR MORE FOR COOLING. THERMOSTATS FOR BOTH HEATING & COOLING MUST HAVE A DEADBAND OF AT LEAST 5°F. HEATPUMPS REQUIRE A THERMOSTAT CAPABLE OF PREVENTING AUXILIARY HEAT FROM COMING ON DURING NORMAL COMPRESSOR RUNNING. ELIMINATION CAN BE MET BY THE HEAT PUMP ALONE.
15. ALL OUTSIDE OR COMBUSTION AIR OPENINGS SHALL BE LOCATED A MIN. OF 10' FROM ANY PLUMBING VENT, EXHAUST AND FLUE OUTLETS.
16. THE HVAC LAYOUT HAS BEEN BASED ON ARCHITECTURAL DRAWINGS. SHOP DRAWINGS, FIELD CHANGES, MAY OCCUR. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION OF ALL HVAC EQUIPMENT AND DUCTWORK BEFORE INSTALLATION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES IN LOCATIONS. ANY CONSTRUCTION OR DUCTWORK SHALL BE RESPONSIBILITY FOR REMOVING THE INTEGRITY OF THE CHANGES WITH THE HVAC DESIGN ENGINEER.
17. BUILDER IS REQUIRED TO PROVIDE 3/4" UNDERCUT (MIN. AIR GAP) BELOW ALL BEDROOM/LIVING ROOM/DENS (CAPPED) W/ PANNING A DIFFUSER) MEANS FOR RETURN AIR BACK TO THE FAN.

MECHANICAL PLAN
SCALE: 1/4" = 1'-0"

VAR-31691
12/18/08 PC

REV	DATE	COMMENT
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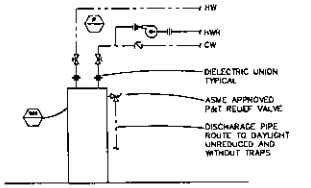
SHAPPIE REMODEL
MECHANICAL PLAN

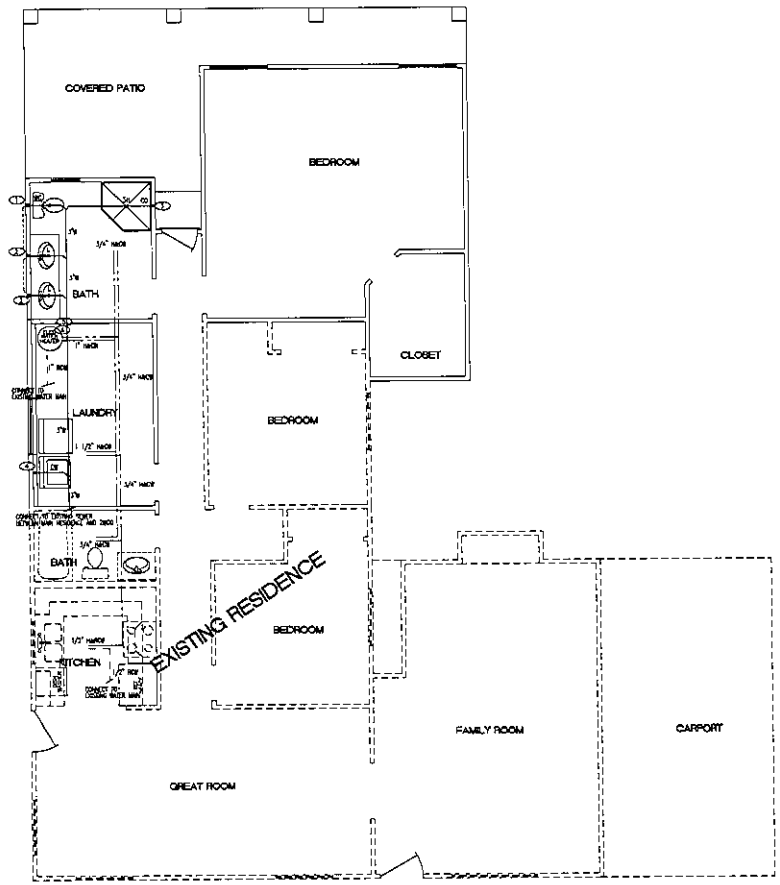
SHEET NUMBER:
M-1



WATER HEATER SCHEDULE

SYMBOL	MANUF. MODEL #	MINIMUM STORAGE (GALLONS)	MINIMUM RECOVERY (GPH AT 90°F RISE)	ELECTRICAL NO. OF ELEMENTS	ELECTRICAL ELEMENT KW (EACH)	VOLTAGE	PHASE
WH 1	STATE / 50S-40-2ART (OR EQUAL)	40	20	2	5.5	240	1

ELECTRIC WATER HEATER DETAIL
NO SCALE



SYMBOL LIST

SYMBOL	ABBR.	DESCRIPTION
	HW	HOT WATER PIPING
	CW	COLD WATER PIPING
	RCW	RAW COLD WATER PIPING
	W	SANITARY PIPING
	V	VENT PIPING
	WH	WATER HEATER
	L	LAUNDRY
	WC	WATER CLOSET
	KS	KITCHEN SINK
	BT	BATHTUB
	SH	SHOWER
	DW	DISHWASHER
	VTR	VENT THRU ROOF

PLUMBING SPECIFICATION

GENERAL

1. DRAWINGS ARE DIAGRAMMATIC. WHICH DEVIATIONS TO PIPE ROUTING MAY BE NECESSARY DUE TO STRUCTURAL CONDITIONS, ANY DEVIATIONS TO PIPE SIZING AS INDICATED SHALL BE TRANSMITTED TO ENGINEER FOR REVIEW, BEFORE STARTING ANY WORK.
2. ALL WORK SHALL BE DONE IN ACCORDANCE W/ THE 2006 UPC PLUMBING CODE, AND LATEST EDITION OF THE APPLICABLE INTERNATIONAL RESIDENTIAL CODES, MECHANICAL, ELECTRICAL CODES, AND FEDERAL, STATE, AND LOCAL REGULATIONS.
3. PER 2006 IECC ALL UNITS TO BE LIMITED WITH THEIR INPUT RATING AND EFFICIENCY. ALL EQUIPMENT SHALL BE BALANCED, ADJUSTED, AND TESTED TO PROVIDE SAFE, SMALL, AND QUIET OPERATION.
4. CONTRACTOR SHALL: 1) PROVIDE A PRESSURE REGULATOR & STRAINER, NOT TO EXCEED 80 P.S.I. 2) PROVIDE A MEANS FOR AIR EXPANSION WHEN ANY DEVICE IS INSTALLED PREVENTING EXPANSION THRU BLOCK'S SUPPLY, UPC WOULD IS BE INCORPORATED TO VERIFY THAT WATER PRESSURE AND METER SIZE, SHOWN ON PLANS, ARE THE MINIMUM AVAILABLE IN THE FIELD.
5. WATER HEATERS W/ PIPE RISERS SHALL HAVE HEAT TRAPS ON BOTH THE INLET AND OUTLET OF PIPE WATER HEATER UNLESS THE WATER HEATER HAS INTERNAL HEAT TRAPS OR IS PART OF A CIRCULATING SYSTEM.

PRODUCTS

1. DOMESTIC WATER PIPING (CONTAIN W/ BUILDING/OWNER)

HOT WATER TUBING

INSTALL R-2 INSULATION ON THE HOT WATER SERVICE OF RECIRCULATING SYSTEMS AND NON-CIRCULATING HOT WATER LINES IN UNCONDITIONED SPACES, PER THE ENERGY 2006 IECC, 604.4.

ABOVE GROUND: TYPE 'M' COPPER (ASTM B 3-2003), WROUGHT FITTINGS, LEAD-FREE SOLDERED

BELOW SLAB: TYPE 'L' COPPER (ASTM B 3-2003) TUBING, SOLDERED THRU SLAB, ALL JOINTS BRAZED.

OR

"WIRSBO" OR EQUAL" CROSS-LINKED POLYETHYLENE (APHO B 7-2003) TYPE 'A' PIPING WITH BRASS FITTINGS, SUITABLE FOR POTABLE WATER, WHEN INSTALLED BY A PRODUCT CERTIFIED TECHNICIAN.
* PIPING BELOW SLAB, BUILDING SHALL BE OF A LIKE MATERIAL, (FOR SIZES 3" AND LARGER COPPER SHALL BE USED.) NO. ASTM, SPECS.

NOTE: DIELECTRIC FITTINGS SHALL BE USED WHEREVER DISSIMILAR METALS ARE JOINED.

2. SANITARY WASTE AND VENT PIPING

ABS (ASTM D 11-2003) OR PVC (ASTM D 3-2003)
PAINT WITH LATEX PAINT WHERE EXPOSED.

3. CONDENSATE DRAIN PIPING

TYPE 'M' COPPER (ASTM B 3-2003), WROUGHT FITTINGS PVC, OR A CODE APPROVED MATERIAL.

4. PLUMBING FIXTURES

PROVIDE OF ARCHE STOPS TO FINISH PLUMBING FIXTURES.
PROVIDE PRESSURE BALANCED MIXING VALVES & 2.5 GAL/MIN MAXIMUM FLOW RATES AT ALL SHOWERS & SHOWERS, PER 2006 IECC.
PROVIDE SHUT-OFF VALVES WITH LANDING TO ALL OTHER PLUMBING FIXTURES (U.C. WATER HEATER) TO FACILITATE ISOLATION FOR REPAIR.
ALL PLUMBING FIXTURES SHALL COMPLY WITH LOCAL AUTHORITIES' CURRENT WATER CONSERVATION CODES.

UPC FIXTURE COUNT (UPC-2006)
GRAVITY TANK WC(1.6 GPF)

WSFU (TABLE L-1)

FIXTURES	UNITS	# OF FIX.	TOTAL
WC	2.5	2	5
LAV	1	3	3
BT	4	2	8
KIT GROUP	2	1	2
LAU GROUP	3	1	3
HOSE BIBBS	2.5/1	2	3.5
TOTALS		11	26.5

DFU (TABLE L-2)

FIXTURES	UNITS	# OF FIX.	TOTAL
WC	3	2	6
LAV	1	3	3
BT	3	2	6
KS/DW	3	1	3
LAU GROUP	2	1	2
TOTALS		9	20

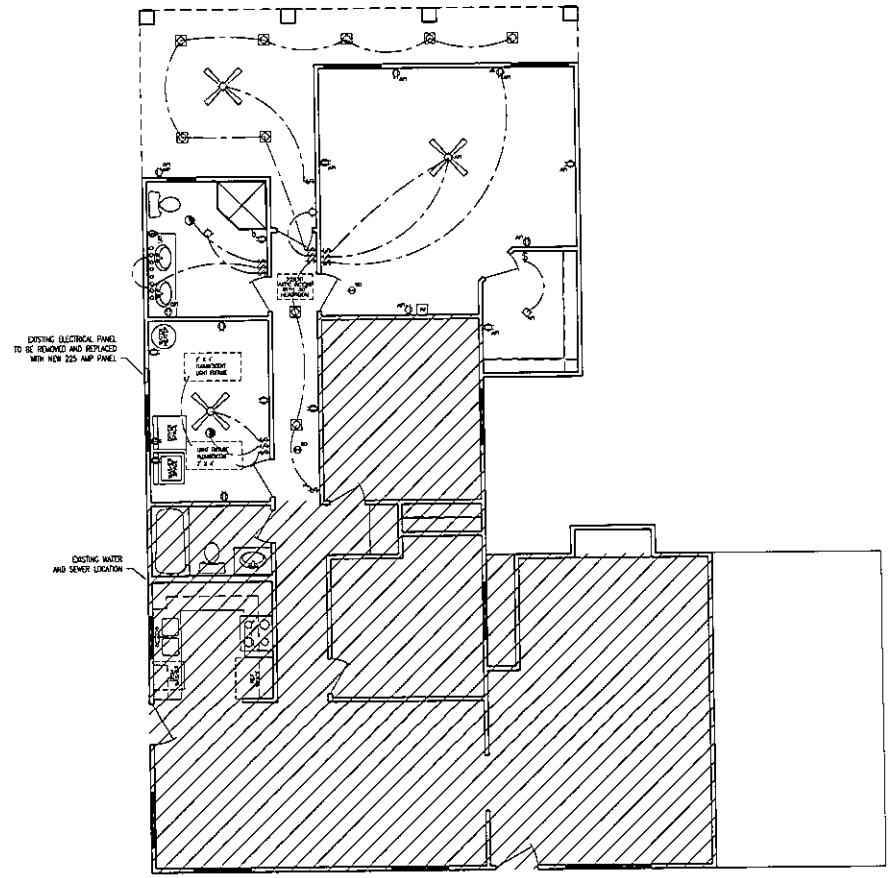
NOTES

1. 3" W. 2" VTR, 1/2" DIA.
2. 3" W. 1-1/2"VTR, 1/2" DIA & VTR.
3. 2" W. 1-1/2" VTR, 1/2" DIA & VTR.
4. PROVIDE CAST IRON WITH 2"W. 1-1/2" VTR, 1/2" DIAMA. PROVIDE CO OUT

ELECTRICAL NOTES:

- ELECTRICAL CONTRACTOR TO PROVIDE ALL NECESSARY ELECTRICAL CONNECTIONS FOR AIR CONDITIONING UNIT(S) ON GROUND OR ATTIC.
- PROVIDE A WALL SWITCH CONTROLLED LIGHTING OUTLET IN THE ATTIC AT OR NEAR THE EQUIPMENT. THE WALL SWITCH SHALL BE LOCATED AT THE POINT OF ENTRY TO THE ATTIC
- PANTHOF SERVICE PANEL WITH METER TO BE CONNECTED TO POWER COMPANY CONNECTION.
- GFIC (GROUND FAULT INTERRUPT CIRCUIT) ARE TO BE INSTALLED IN GARAGE, KITCHEN, BATHROOMS, AND ALL WEATHER PROOF OUTLETS AS PER CODES.
- SUPPLY A SUB-PANEL FOR A/C UNIT(S)
- PROVIDE A MECHANICAL VENTILATION SYSTEM HOUSING OUTSIDE AIR DURING FIVE (5) CHANGES OF AIR PER HOUR IN ALL BATHROOMS WITHOUT NATURAL VENTILATION.
- SMOKE DETECTORS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:
  1. INSIDE EACH BEDROOM WITH A CLOSET). (ENTRANCE OF HALLWAY LEADING TO BEDROOMS, AT ANY CEILING HEIGHT CHANGES OF 24" OR GREATER, WITHIN 12IC UPPER 24" OF A VAULTED CEILING.
  2. AT THE TOP OF STAIRS (IF APPLICABLE)
- ALL SMOKE DETECTORS IN THE DWELLING UNIT SHALL BE INTERCONNECTED. SMOKE DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE DWELLING UNIT. SMOKE DETECTORS SHALL HAVE A BATTERY BACKUP AND WILL EMIT A SIGNAL WHEN THE BATTERIES ARE LOW.
- IF BATHROOMS, WATER CLOSET COMPARTMENTS, LAUNDRY ROOMS AND SIMILAR ROOMS ARE PROVIDED WITH EXHAUST FANS THEN THE EXHAUST FAN SHALL BE CAPABLE OF PROVIDING FIVE AIR CHANGES PER HOUR. EXHAUST VENT SHALL BE CONNECTED DIRECTLY TO OUTSIDE AND THE POINT OF DISCHARGE SHALL BE AT LEAST 3 FEET FROM ANY OPENING WHICH ALLOW AIR ENTRY INTO OCCUPIED PORTIONS OF THE BUILDING.

	110 VOLT DUPLEX OUTLET
	110 VOLT SPLIT WIRE DUPLEX OUTLET
	220 VOLT OUTLET
GFI	110 VOLT GROUND FAULT INTERRUPT OUT.
WP	110 VOLT WEATHER PROOF OUTLET
DW	DISHWASHER OUTLET
GD	GARBAGE DISPOSAL OUTLET
	CEILING LIGHT
	RECESSED CEILING "CAN" LIGHT
	RECESSED CEILING "MINI-CAN" LIGHT
	4 LIGHT BAR
	8 LIGHT BAR
	8 LIGHT BAR
	CEILING FAN WITH LIGHT
	CEILING EXHAUST FAN
S	SWITCH
S3	3-WAY SWITCH
S4	4-WAY SWITCH
SDM	DIMMER SWITCH
SD	SMOKE DETECTOR
	TELEPHONE JACK
TV	TELEVISION JACK (CABLE READY)
T	THERMOSTAT
	GAS VALVE
	BUTTON



ELECTRICAL PLAN
SCALE: 1/4" = 1'

THE SHAPPIE RESIDENCE REMODEL
4998 SANDRA ROAD
LAS VEGAS, NEVADA 89110

VAR-31691

12/18/08 PC

E-1
ELECTRICAL PLAN
6-20-08

VAR-31691 - APPLICANT/OWNER: MICHELLE SHAPPIE
4998 SANDRA ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

VAR-31691 - APPLICANT/OWNER: MICHELLE SHAPPIE
4998 SANDRA ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

VAR-31691 - APPLICANT/OWNER: MICHELLE SHAPPIE
4998 SANDRA ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

VAR-31691
12/18/08 PC

VAR-31691
12/18/08 PC

VAR-31691
12/18/08 PC

November 4, 2008

City of Las Vegas Development Services Center
Planning and Development
731 South Fourth Street
Las Vegas, NV 89101

RE: Parcel No. 140-29-612-016
4998 Sandra Road, Las Vegas 89110

SUB: Request for Variance to Reduce Set Back

To Whom It May Concern:

I respectfully submit this letter as a formal request for a variance to reduce the side yard set back at the above referenced property. This parcel is zoned as R-E and requires a 10' side set back. The project proposes a 7'5" set back which would encroach beyond the existing non-conforming set back of 8'7". This encroachment becomes inevitable as the property line is not parallel to the existing structure or proposed addition, and same property line is not perpendicular to the street. A redesign of the project in an effort to conform to the existing 8'7" set back would heavily affect the exterior esthetics and overall appearance of the residence.

Thank you for your time and consideration in this matter. Should you have any questions or require additional information, please contact me at (702) 413-0916.

Sincerely,

Michelle Shappie

Michelle Shappie
4998 Sandra Road
Las Vegas, NV 89110

RECEIVED
NOV 0 3 2008

VAR-31691
12/18/08 PC

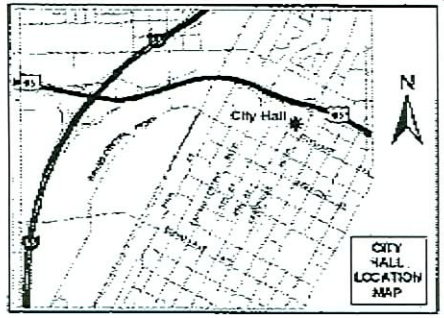
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691

Planning Commission Meeting of 12/18/2008

Case: VAR-31691

1402961023
REECE THOMAS M & LENETTE
4934 SANDRA RD
LAS VEGAS NV 89110-1520

191

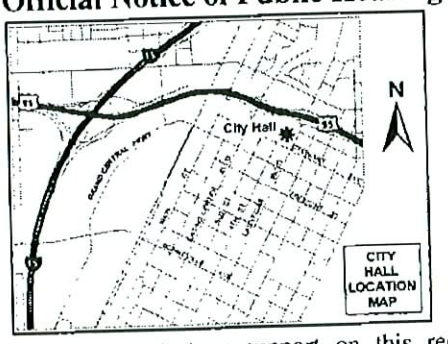
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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Case: VAR-31691

14029510087
SHARP VAL D
4958 E MONROE AVE
LAS VEGAS NV 89110-1584

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691

Planning Commission Meeting of 12/18/2008

15A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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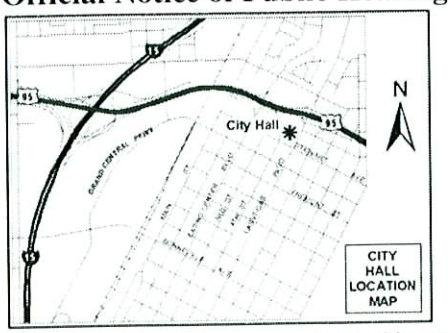
DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691

Planning Commission Meeting of 12/18/2008

Case: VAR-31691

14029612020
TUSSING DONALD R SR
4954 SANDRA RD
LAS VEGAS NV 89110-1520

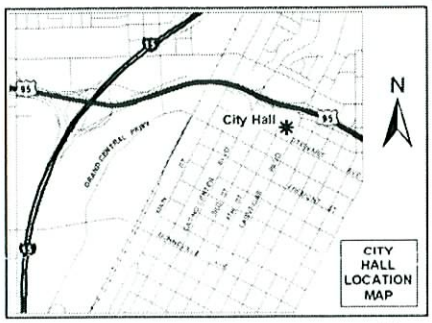
15A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691
Planning Commission Meeting of 12/18/2008

Case: VAR-31691
14029612013
LEAVITT FAMILY TRUST
5040 SANDRA RD
LAS VEGAS NV 89110-1548

JAVOS11 8310

15A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
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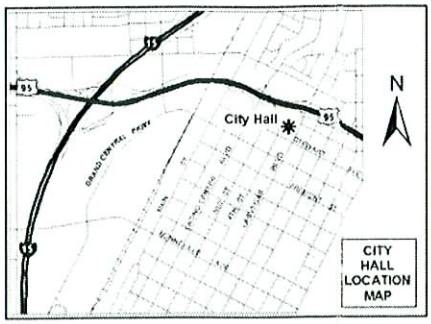
DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691
Planning Commission Meeting of 12/18/2008

Case: VAR-31691
14029612017
WILLARS GERALD H & JUDITH
4988 SANDRA RD
LAS VEGAS NV 89110-1520

JAVD31 A310

15A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-31691

Planning Commission Meeting of 12/18/2008

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239854 DEC 05 2008
MAILED FROM ZIP CODE 89101

Case: VAR-31691

14029614018
KWASIGROCH MARILYN A
4828 STILLWATER AVE
LAS VEGAS NV 89110-1530

15A

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

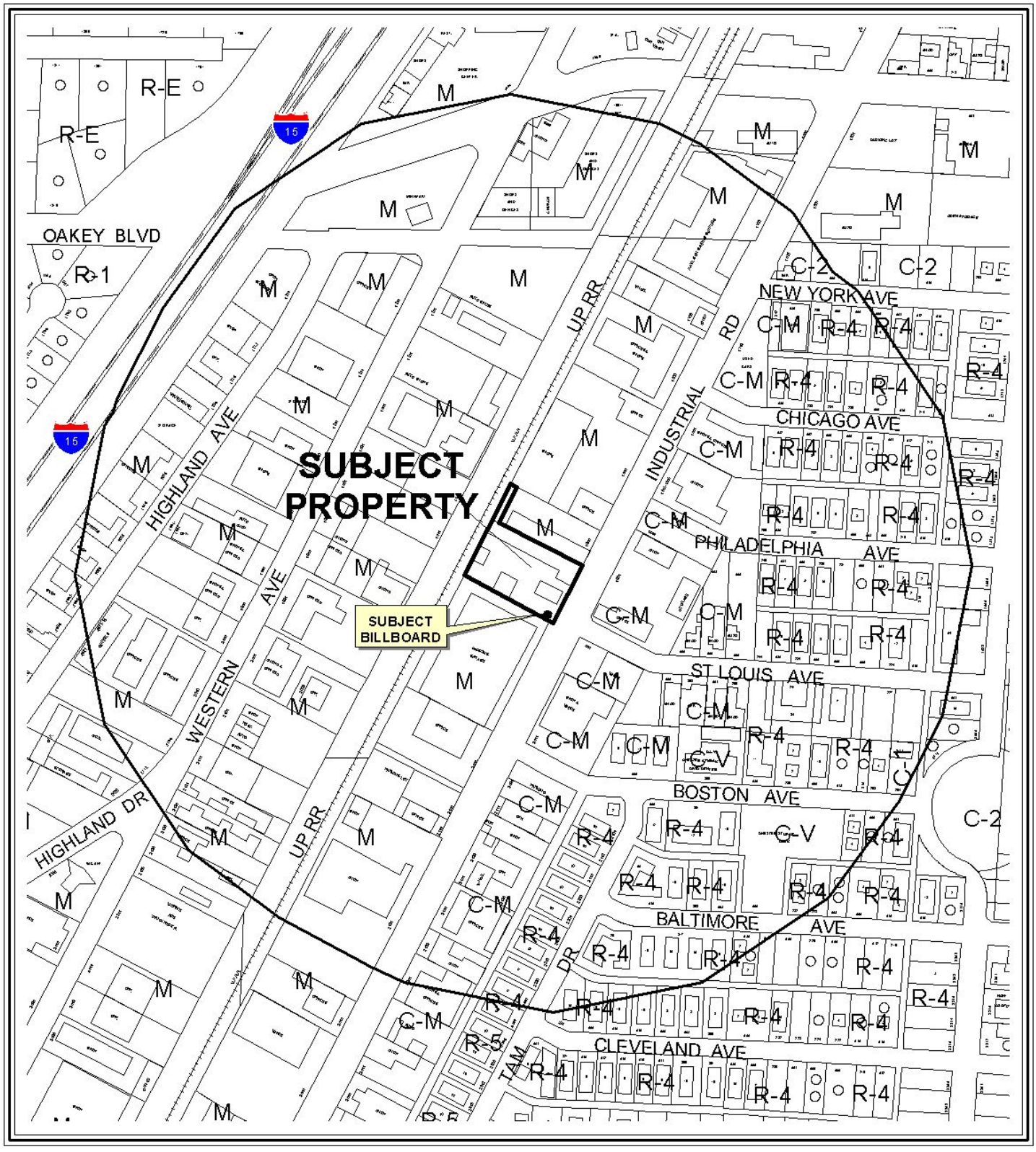
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-31387 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC - Request for a Required Review of an approved Special Use Permit (U-0103-95) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN (BILLBOARD) at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-5443
6. Support Postcard



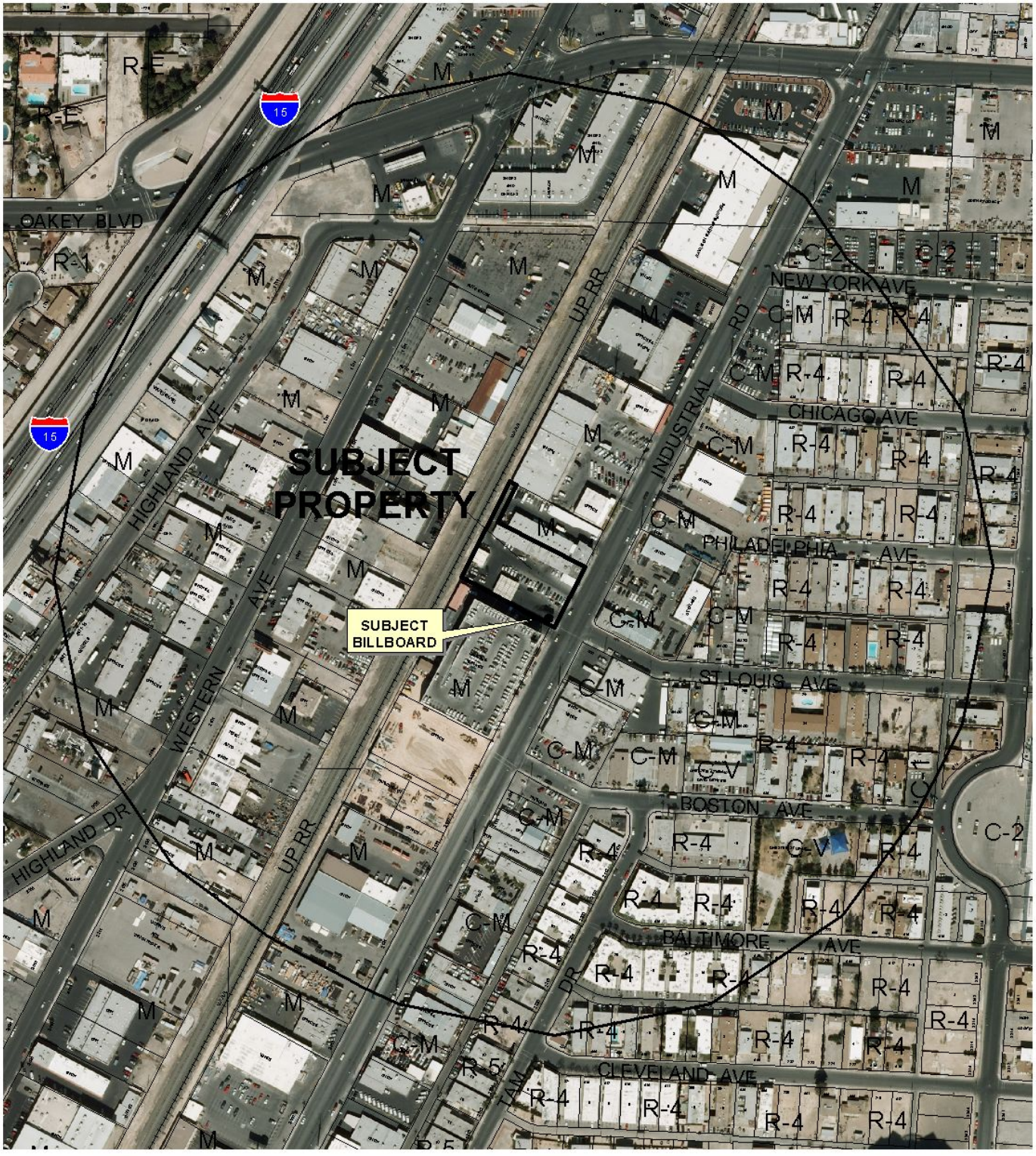
0 400 800 Feet

CASE: **RQR-31387**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

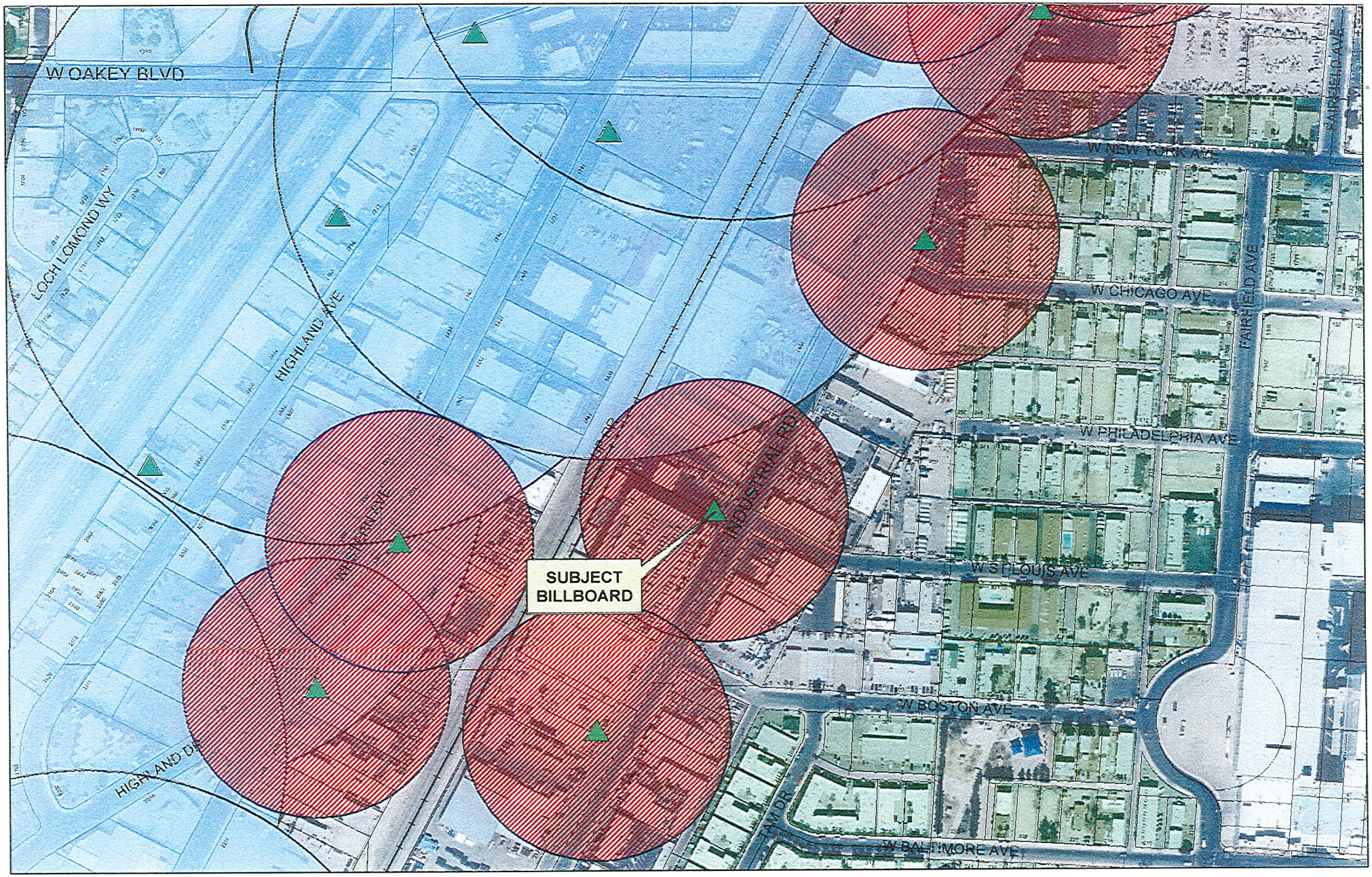


0 400 800 Feet

CASE: **RQR-31387**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



RQR-31387 Submitted at Planning Commission **City of Las Vegas Billboard Data**

Date 12-18-08 Item 16

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-31387 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0103-95), if approved.

2. This Special Use Permit shall be placed on an agenda closest to 01/19/12 at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

5. All of the supporting structure shall be repainted, as required by the Planning and Development Department, within 30 days of final approval of this review by the City Council. Failure to perform the required repainting may result in fines and/or removal of the Off-Premise Sign (Billboard).

6. If the existing Off-Premise Sign (Billboard) is voluntarily demolished, this Special Use Permit (U-0103-95) shall be expunged and a new Off-Premise Sign (Billboard) shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a Required Review of an approved Special Use Permit (U-0103-95) for a 12-foot by 24-foot Off-Premise Sign (Billboard) at 1910 Industrial Road.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/18/95	The City Council approved a request for a Special Use Permit (U-0103-95) for a 12-foot by 24-foot Off-Premise Sign (Billboard) at 1910 Industrial Road. The Board of Zoning Adjustment recommended approval on 09/26/95.
12/06/00	The City Council approved a request for a Required Review [U-0103-95(1)] of an approved Special Use Permit (U-0103-95) for a 12-foot by 24-foot Off-Premise Sign (Billboard) at 1910 Industrial Road. The Planning Commission recommended approval on 10/26/00.
01/19/05	The City Council approved a request for a Require Review (RQR-5443) of an approved Special Use Permit (U-0103-95) for a 12-foot by 24-foot Off-Premise Sign (Billboard) at 1910 Industrial Road. The Planning Commission recommended approval on 12/16/04.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan Area and within the proposed Redevelopment Plan Expansion Area. The Planning Commission recommended approval on 04/13/06.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #16/ds).
Related Building Permits/Business Licenses	
11/29/95	A building permit (95883202) was issued for a billboard sign at 1910 Industrial Road. The permit expired on 06/01/96, and was never finalized.
07/12/96	A building permit (96013880) was issued for a billboard sign (renewal of permit 95883202), but expired on 01/11/97 and was never finalized.
03/19/03	A business license (A04-0065) was issued for Advertising Space Leasing or Selling at 1900 Industrial Road. The license is still active.
07/06/01	A business license (T02-00020) was issued for Sightseeing Bus or Limousine Service at 1900 Industrial Road. The license is still active.
09/08/05	A business license (Q13-00298) was issued for a Law Firm/Office at 1900 Industrial Road. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required for this type of application, nor was one held.	

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/02/08	Staff conducted a second field check of the subject site (first check on 11/06/08) after being informed by the applicant that the sign faces were recently replaced with the following observations: • Bird deterrent devices need to be installed as there were bird feces on the structure and surrounding ground area. • The sign structure was chipped, badly scratched, and requires repainting

Details of Application Request	
Site Area	
Gross Acres	1.01

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Taxicab/Limo Yard	LI/R (Light Industry/Research)	M (Industrial)
North	Offices	LI/R (Light Industry/Research)	M (Industrial)
South	Parking Garage	LI/R (Light Industry/Research)	M (Industrial)
East	Office	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
	Warehouse	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
West	Retail Establishments	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	***Code Requirement***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within the public right-of-way	Sign is not in public right-of-way	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Sign is located in the M (Industrial) zoning district	Y
Area	No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 288 square feet in size. The sign does not have an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structure elements of the sign are adequately screened from public view	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet from another Off-premise Sign	The closest Off-premise sign is approximately 520 feet to the south of the subject site.	Y

Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	The closest property zoned for residential use is approximately 460 feet from the Off-Premise Sign	Y
Other	All Off-Premise Signs (Billboards) shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The sign is secured to the ground on M (Industrial) zoned property.	Y

ANALYSIS

This is the third required review of the Special Use Permit (U-0103-95) for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign (Billboard) at 1910 Industrial Road. Staff conducted a field inspection on 11/06/08 and again on 12/02/08 and found bird feces on the sign pole and surrounding ground area. The structure was scuffed, scratched, and appears to need repainting. A research of the building permit activity revealed two separate permits (95883202 and 96013880) were issued, but both expired with no final inspection completed.

FINDINGS

The Off-Premise Sign faces are in good condition, but the installation of bird deterrent devices and repainting of the structure is required, both have been addressed in the conditions of approval. According to City records, the Off-Premise Sign (Billboard) lacks a final inspection on the building permit for installation; therefore, denial of this request is recommended.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions on the record at the Planning Commission Meeting.

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 124 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-31387** APN: 162 04 704 006

Name of Property Owner: BELL, BRENT BELL REAL ESTATE

Name of Applicant: CLEAR CHANNEL OUTDOOR

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN _____

Signature of Property Owner: _____

Print Name: BRENT BELL

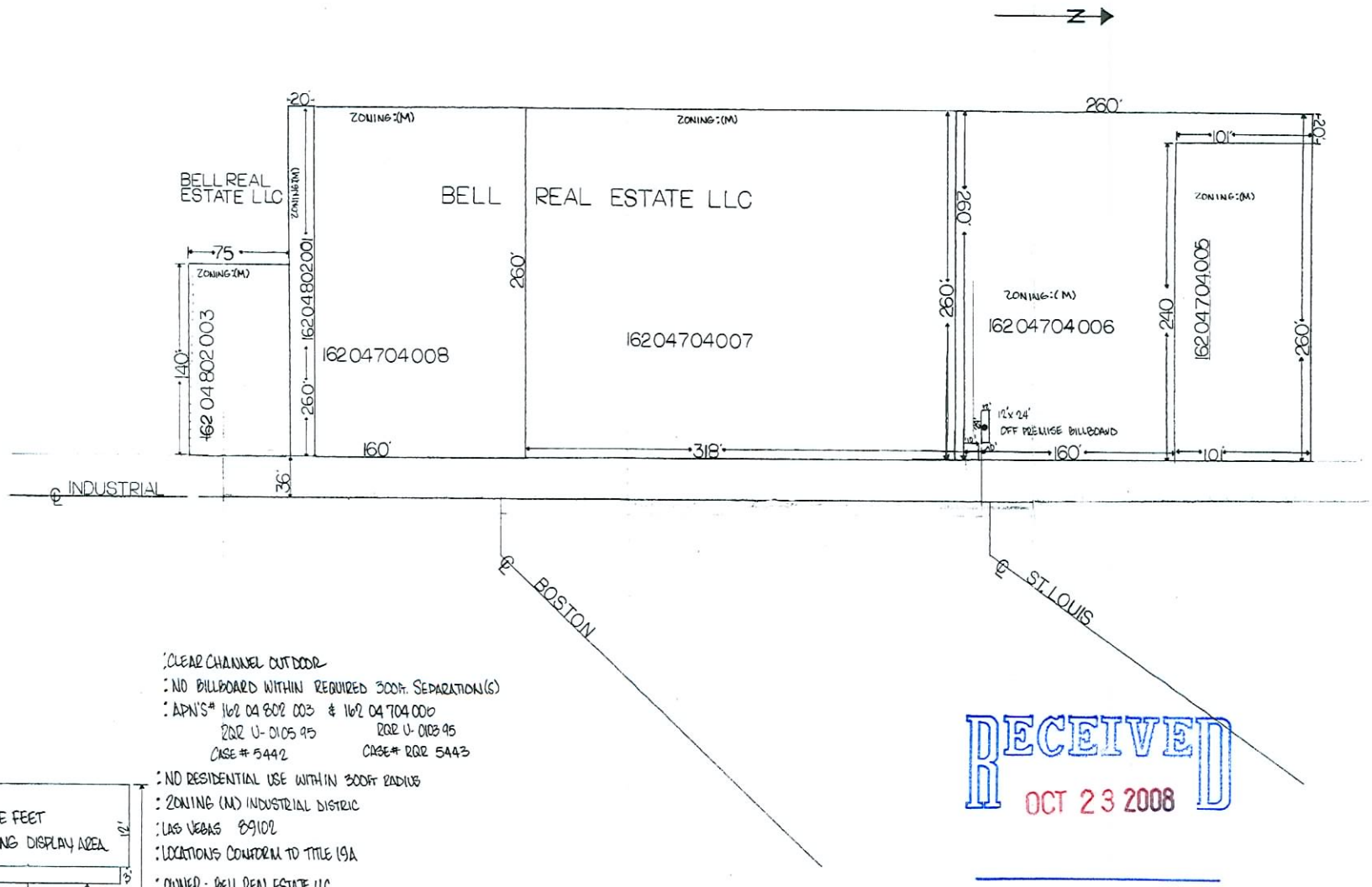
Subscribed and sworn before me

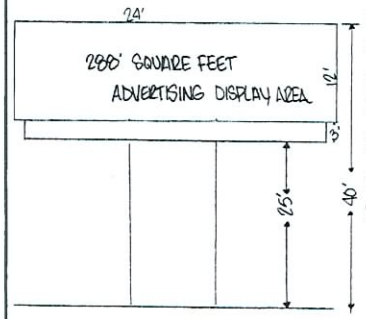
This 9th day of October, 2008

Deborah N. Barcena

Notary Public in and for said County and State

Deborah N. Garcena
Notary Public
State Of Nevada
My Appointment Expires March 8, 2011
Certificate No: 99-35724-1





ELEVATION DRAWING NOT TO SCALE

: CLEAR CHANNEL OUTDOOR
: NO BILLBOARD WITHIN REQUIRED 300ft. SEPARATION(S)
: APN'S# 162 04 802 003 & 162 04 704 006
ZQR U-0105 95 RQR U-0103 95
CASE # 5442 CASE# RQR 5443
: NO RESIDENTIAL USE WITHIN 300ft RADIUS
: ZONING (M) INDUSTRIAL DISTRIC
: LAS VEGAS 89102
: LOCATIONS CONFORM TO TITLE 19A
: OWNER: BELL REAL ESTATE LLC
: WARD # 1 - JANET NONCHEF
: SIGHT PLAN < FOR (1) 12'x24' OFF PREMISE ADVERTISING "BILLBOARD" SIGN(S)

RECEIVED
OCT 23 2008

BELL REAL ESTATE LLC INDUSTRIAL RD 89102

SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: RC
DATE: 10/25/04		REVISED

SIGHT PLAN FOR (1) 12'x24' BILLBOARDS

JURISDICTION: LAS VEGAS 89102 WARD # 1 | DRAWING NUMBER: ONE OF ONE

RQR-31387
12/18/08 PC

RQR-31387 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC
1910 INDUSTRIAL ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/02/08

RQR-31387 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC
1910 INDUSTRIAL ROAD
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RQR-31387 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC
1910 INDUSTRIAL ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/02/08

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 21, 2005

Mr. Brent Bell
Bell Real Estate, LLC
1910 Industrial Road
Las Vegas, Nevada 89102

RE: RQR-5443 - REQUIRED REVIEW
CITY COUNCIL MEETING OF JANUARY 19, 2005

Dear Mr. Bell:

The City Council at a regular meeting held January 19, 2005 APPROVED the request for a Required Four Year Review of an approved Special Use Permit (U-0103-95), WHICH ALLOWED A 12-FOOT BY 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 20, 2005. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in four years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

RQR-31387
12/18/08 PC

4. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
7880 Meade Avenue, Suite #350
Las Vegas, Nevada 89102

RQR-31387
12/18/08 PC

RECEIVED
CITY CLERK

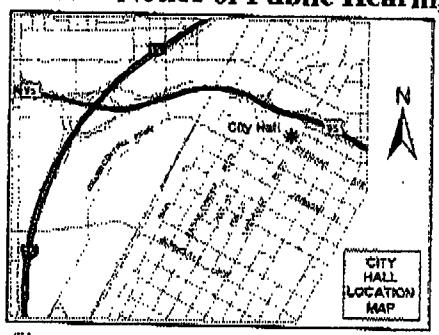
2009 JAN 12 A 8:06

of Las Vegas
e Of The City Clerk
Stewart Avenue
Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



u wish to file your protest or support on this request, check the priate box below and return this card in an envelope with postage to the Of The City Clerk at the address listed above or fax this side of this to (702) 382-4803. If you would like to contact your Council sentative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

e use available blank space on card for your comments.

-31387

Council Meeting of 1/21/2009

RQR-31387

PUEBLO HIGHLAND L L C
%S GUTIERREZ
2655 WESTERN AVE
LAS VEGAS NV 89109-1111

KAVOS11 89109

Jan.12. 2009 9:17AM PUEBLO ELECTRICAL SERVICES INC No.6874 P. 1/1

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

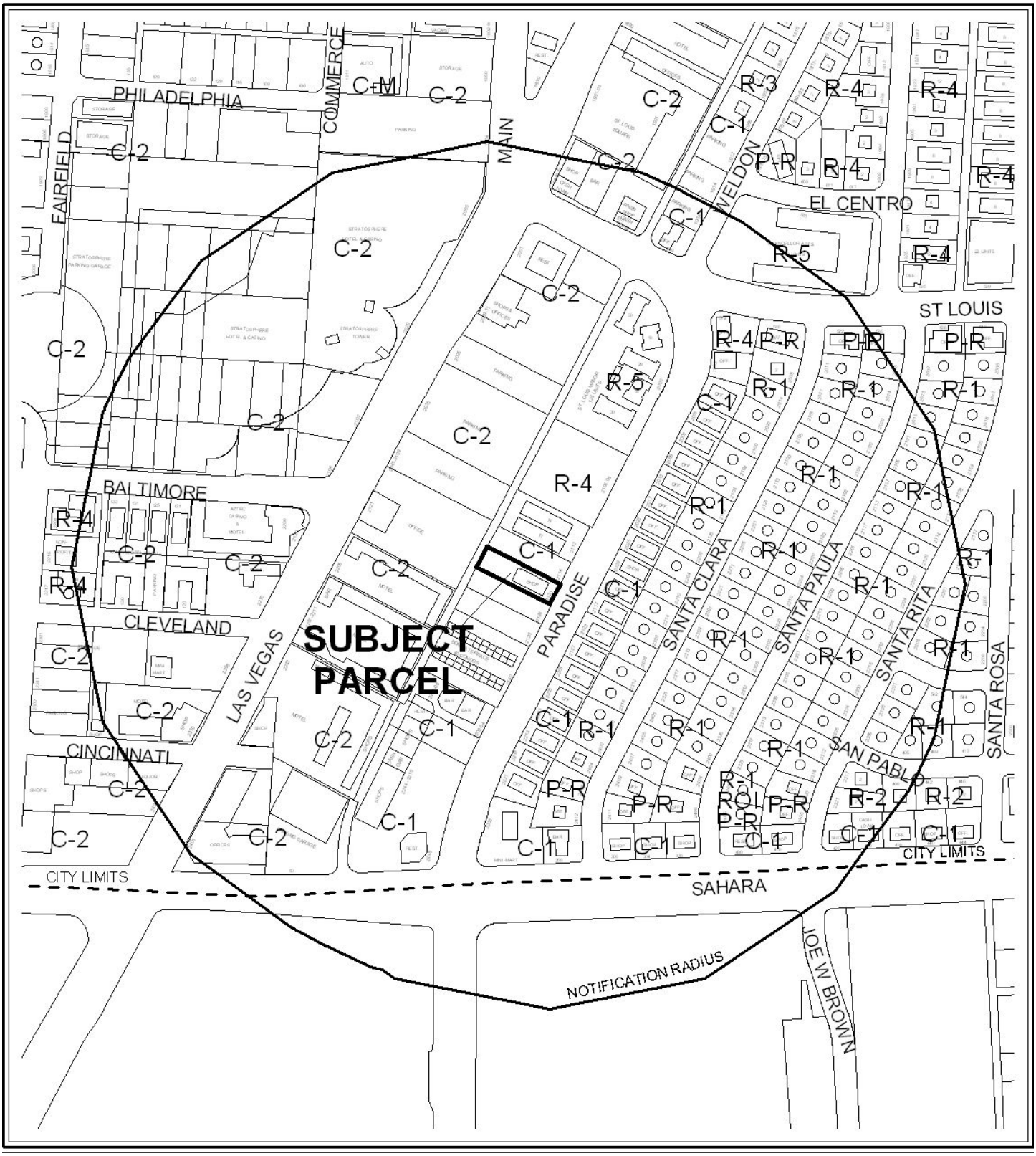
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-31739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 13-FOOT EXTENSION TO AN EXISTING 45-FOOT WIRELESS COMMUNICATION FACILITY, NON-STEALTH DESIGN at 2120 Paradise Road (APN 162-03-411-006), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by Marken Telecommunications
7. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 17



CASE: **SUP-31739**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

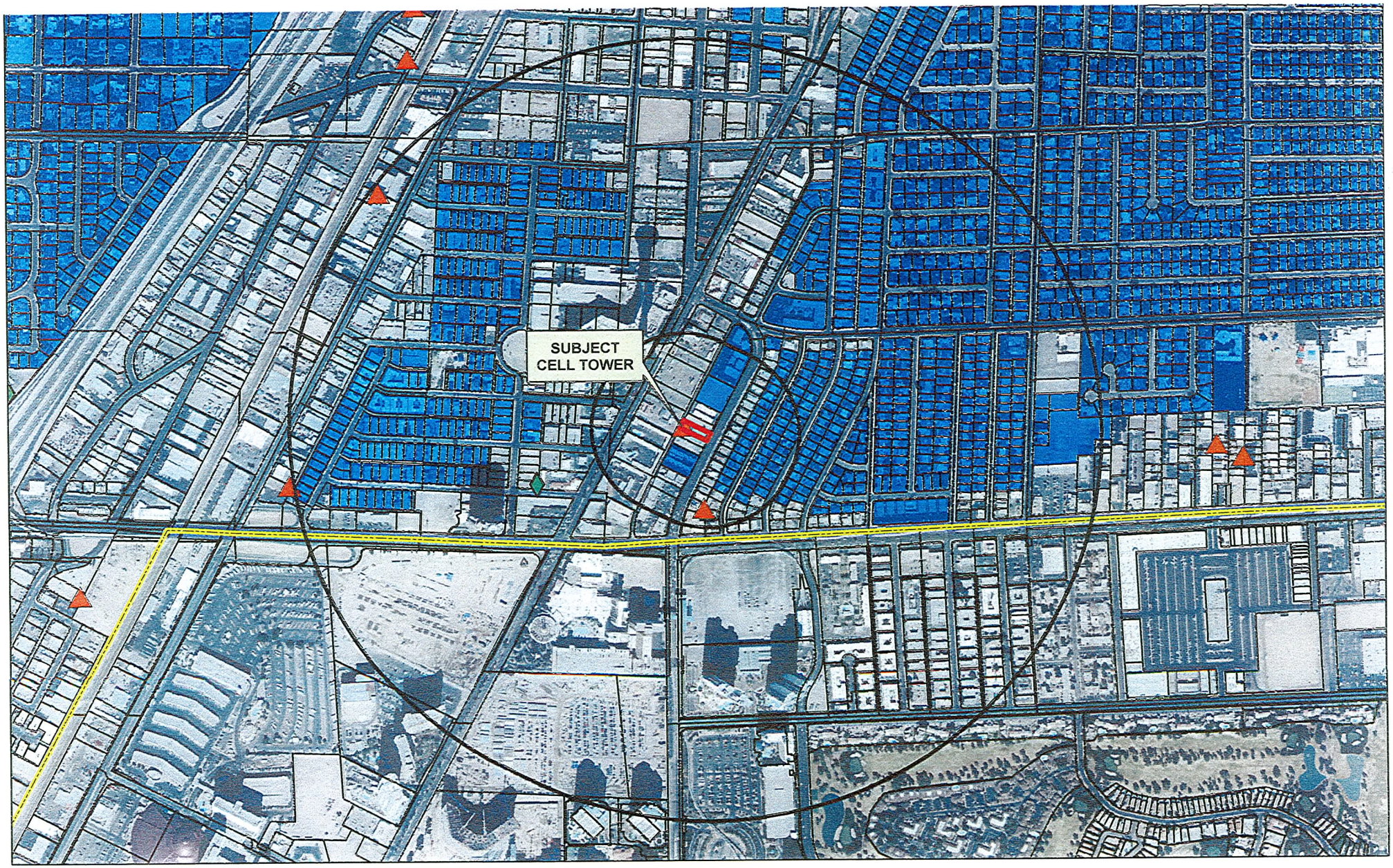
CASE: **SUP-31739**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-31739
Wireless Facility

Submitted at Planning Commission
Date 12-18-08 Item 17

Cell Tower Locations

- Non-Stealth
- Stealth

- Subject Cell Tower
- Residential Property
- 600ft & 1/2 mile Buffer

0 600 1,200 2,400 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST

** CONDITIONS **

The Planning Commission (5-0-1/rt vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Wireless Communications Facility, Non-Stealth Design use.

2. All development shall be in conformance with the site plan and elevation, date stamped 11/21/08, and the photo simulation date stamped 11/04/08, except as amended by conditions herein.

3. This approval shall be void one year from the date of final approval or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The razor wire on the perimeter wall shall be removed within 30 days of the approval of this Special Use Permit.

5. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a 13-foot extension of an existing 45-foot Wireless Communications Facility, Non-Stealth Design (monopole) at 2120 Paradise Road. The proposed additional height of the non-stealth facility will result in a much greater visual intrusion on the surrounding community, and will not be harmonious with the surrounding uses; therefore, staff is recommending denial of the Special Use Permit request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/14/08	Staff denied a Minor Review (SDR-25881) for a proposed 10-foot extension and co-location of antennas on an existing Wireless Communications Facility, Non-Stealth at 2120 Paradise Road.
12/18/08	The Planning Commission voted 5-0-1/rt to recommend DENIAL (PC Agenda Item #17/sg).
Related Building Permits/Business Licenses	
07/24/01	A permit (#1013337) was issued for a cellular tower at 2120 Paradise Road. The permit was finaled on 10/16/01.
08/14/01	A permit (#1014721) was issued for a block wall at 2120 Paradise Road. The permit expired on 02/16/02.
01/18/02	A non-work certificate of occupancy (#2001019) was issued for 2120 Paradise Road, Suite #110. The permit was finaled on 01/30/02.
10/18/02	A business license (M03-00077) was issued for a Massage Establishment at 2120 Paradise Road. The license is still active.
01/22/08	An application for a building permit (#106447) was submitted for the review of an extension of an existing Wireless Communications Facility at 2120 Paradise Road. The Planning and Development Department denied the application on 01/24/08 as the proposed structure required a Special Use Permit.
Pre-Application Meeting	
09/11/08	A pre-application meeting was conducted to discuss the requirements for a Special Use Permit to allow the extension of a Wireless Communications Facility, Non-Stealth (monopole).
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application.	

Field Check	
12/01/08	A field check of the site was conducted by staff. The site was clean and well kept, with the exception of some debris that was caught in the razor wire on top of the block wall surrounding the existing communications facility.

Details of Application Request	
Site Area	
Gross Acres	0.26

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Massage Establishment and Wireless Communication Facility, Non-Stealth	C (Commercial)	C-1 (Limited Commercial)
North	Vacant	C (Commercial)	C-1 (Limited Commercial)
South	Vacant	C (Commercial)	C-1 (Limited Commercial)
East	Office	C (Commercial)	C-1 (Limited Commercial)
West	Office	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		
Beverly Green / Southridge Neighborhood Plan	X		N*
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**The Beverly Green/Southridge Neighborhood Plan was adopted by City Council on 08/06/03. One of the stated goals was to have 100% of properties in the neighborhoods up to the City of Las Vegas minimum code standards within three years of the plan's adoption. The existing Wireless Communications Facility, Non-Stealth Design is a non-conforming structure, and therefore does not meet the current minimum code standards. A stealth design for this site would bring the facility into compliance with the current Title 19 standards.*

ANALYSIS

This is a request for a Special Use Permit for the extension of an existing Wireless Communications Facility, Non-Stealth Design. The applicant is proposing a 13-foot extension of the existing monopole in order to facilitate the collocation of antenna arrays for two additional communications carriers. The existing antenna array will remain at the 43-foot centerline height, with the additional arrays attached at the 50 and 55-foot centerline heights. The existing facility is surrounded by a 7-foot block wall, topped with an additional foot of concertina razor wire. The razor wire has not been permitted, and is not allowed under Title 19.12.075, unless approved as part of an overall development plan. A condition has been added to require the removal of the razor wire.

The subject site is surrounded by commercially zoned property; therefore, Title 19.08.060 Residential Adjacency Standards do not apply; however, the non-stealth monopole will be highly visible from the surrounding community due to the additional height proposed, and will not be harmonious or compatible with the area; therefore, staff is recommending denial of this request.

- **MINIMUM SPECIAL USE PERMIT REQUIREMENTS**

  Wireless Communication Facility, Non-Stealth Design:

  *1. No residential use may exist on the property.

  *2. Any antenna tower that forms part of the facility shall conform with both the setback requirements of the zoning district and the separation requirements of Section 19.08.060.

  *3. Except in the C-V Zoning District, no antenna tower that forms part of a facility may be located within 600 feet of:

      a. Any other antenna tower that forms part of a wireless communication facility; or

      b. Any pole or tower structure of any other type that has a height of at least 60 feet.

  *4. Antenna towers and associated components shall be initially painted and thereafter repainted with a flat paint, using a color that is approved by the City Council. Except as otherwise required by the Federal Communications Commission or the Federal Aviation Administration, the color of any antenna tower must generally match the surroundings or background so as to minimize its visibility.

  *5. Failure to perform necessary maintenance and repainting shall be grounds for administrative and other enforcement action pursuant to Requirement 9 below.

*6. Any proposed antenna tower must be designed to accommodate at least two communication providers or, in the case of a tower that exceeds 80 feet in height, at least 3 communication providers.

*7. No signals, lights, or other attention gaining devices are permitted on any antenna tower or antenna unless required by the Federal Communications Commission or the Federal Aviation Administration; provided, however, that this condition shall not be construed to prevent the mounting of an antenna on a signal, light or sign that has been legally permitted and installed.

*8. All ground level equipment, buildings and the base of any antenna tower must be screened so as to not be visible from streets and residences, with appropriate landscaping designed to ensure compatibility with surrounding uses.

*9. Any abandoned or unused antenna tower, and the associated components of any facility, shall be removed within 6 months after operations at the site cease. In the event that removal is not timely performed, the City may remove, or cause the removal of, the antenna tower and associated components, and assess the costs of removal against the property. Before taking such action, the City must deliver or mail to the property owner a notice of the City's intent to do so. The property owner shall have 30 days from the date notice is delivered or mailed to request a hearing. The failure to request a hearing shall be deemed to be a waiver of the right to be heard, and the City may immediately cause the removal of the antenna tower and any associated components, and may assess the costs against the property.

*Per Title 19.04.050, it shall not be permissible to waive any Special use Permit requirement that is listed in Table 2 with an asterisk (*).

The existing facility does not meet the requirements of 2 and 3 above as the monopole is located within the 10-foot side yard setback area required in a C-1 zone, and the facility is located within 600 feet of another Wireless Communications Facility, Non-Stealth Design at 2412 Santa Clara Drive (approximately 580 feet). The facility was constructed in 2001, one year prior to the adoption of Ordinance 5436, which amended Title 19 and added the requirement for a Special Use Permit for a Wireless Communications Facility, Non-Stealth Design, thereby making this facility a non-conforming structure subject to the regulations of Title 19.16.

- **ADDITIONS TO NON-CONFORMING BUILDINGS**

Per Title 19.16.030(C), the Director may approve additions to nonconforming buildings when the nonconformance is a result of inadequate setbacks and provided that the addition conforms to all other provisions of this Title. The addition shall not encroach beyond the

encroachment of the existing building, must be located in either a side or rear yard, and must not encroach more than fifty percent. In addition, the total of all such additions or enlargements shall not exceed more than fifty percent of the size of the original footprint of the structure.

The proposed extension will not result in any additional encroachment for setbacks or distance separation as the location of the facility will not change. The proposed extension will result in a 29% increase in the height of the monopole, from 45 feet to 58 feet.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed extension of the existing monopole will not be harmonious or compatible with surrounding land uses in that the facility will become more visible and intrusive; a stealth design would better serve the area. The existing use of a Wireless Communications Facility, Non-Stealth Design is consistent with the surrounding C (Commercial) General Plan designation.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is not physically suitable for the intensity of the proposed use in that the location does not meet the current minimum distance separation of 600 feet from another Wireless Communications Facility, Non-Stealth Design.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is accessed by Paradise Road, an 80-foot Major Street as designated by the Master Plan of Streets and Highways. Secondary access is provided by an alley at the rear of the property. Site access is adequate because a Wireless Communications Facility, Non-Stealth Design has minimal traffic associated with the use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

The public health, safety and welfare will not be compromised as the proposed extension to the existing monopole will be subject to permit review and inspections. The use is consistent with the existing C (Commercial) General Plan designation.

5. The use meets all of the applicable conditions per Title 19.04.

The use does not meet all the current requirements for a Special Use Permit for a Wireless Communications Facility, Non-Stealth Design, including minimum setback and distance separation requirements. However, the existing facility is a non-conforming structure, and is therefore subject to Title 19.16 requirements for additions to non-conforming structures. The proposed addition meets these requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 155 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number **SUP-31739** APN: 162-03-411-006

Name of Property Owner: G.E. Moffat & Joy Moffat, Trustees of the Moffat Family Trust

Name of Applicant: Cricket Communications

Name of Representative: Teri Wells

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Joi Moffatt

Subscribed and sworn before me

This 28 day of July, 2008

_____

Notary Public in and for said County and State

STARRILYN FARROW
Notary Public, State of Nevada
Appointment No. 05-95169-1
My Appt. Expires Feb. 8, 2009

cricket

LAS–391–A

STRATOSPHERE

2120 PARADISE RD
LAS VEGAS, NV 89104

CROWN SITE: STRATOSPHERE #881005

CONSULTANT TEAM

CLIENT:

CRICKET COMMUNICATIONS
1181 GRIER DRIVE, SUITE F
LAS VEGAS, NV 89119
CONTACT GARRY HOLZER
PHONE: (702) 405–1909

ENGINEERING SERVICES:

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ 85226
CONTACT: RICHARD BOELTER
PHONE: (480) 648–1900 FAX: (480) 648–1918

VICINITY MAP

NOT TO SCALE

COORDINATES: (NAD 83) LATITUDE: 36°08'45.01" LONGITUDE: 115°09'16.05" W

DRIVING DIRECTIONS

BEGINNING AT THE CRICKET COMMUNICATIONS OFFICE AT 1181 GRIER DRIVE, LAS VEGAS:

Start out going WEST on GRIER DR toward PARADISE RD.

–Turn RIGHT onto PARADISE RD.
–Turn LEFT onto E SUNSET RD.
–Merge onto I–215 W / BRUCE WOODBURY BELT.
–Merge onto I–15 N via EXIT 12A.
–Take the CHEYENNE AVE WEST ramp, EXIT 46.
–Turn RIGHT onto N 5TH ST
–Turn RIGHT onto E CRAIG RD/NV–573.
–Continue to 530 E CRAIG RD.

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER IBC 1103.2.9 LISTED AS AN EQUIPMENT SPACE.

PROJECT SUMMARY

SITE NAME:	STRATOSPHERE
SITE ADDRESS:	2120 PARADISE RD LAS VEGAS, NV 89104
APPLICANT:	CRICKET COMMUNICATIONS 1181 GRIER DRIVE, SUITE F LAS VEGAS, NEVADA 89119 CONTACT: GARRY HOLZER PHONE: (602) 432–1736
TOWER OWNER:	CROWN COMMUNICATIONS INTERNATIONAL 2000 CORPORATE DR. CANNONSBURG, PA 15317
PROPERTY OWNER:	MOFFATT G E & JOY TRS 3101 PLAZA DE ERNESTO LAS VEGAS, NV 89102

DEVELOPMENT SUMMARY:

INSTALLATION OF NEW OUTDOOR BTS CABINETS WITHIN AN EXISTING COMPOUND AT GRADE.

EQUIPMENT WILL REQUIRE 100 AMPS AND THE POWER POINT OF FEED WILL BE DETERMINED ONCE A NEVADA POWER DESIGN IS RECEIVED.

INSTALLATION INCLUDES 3 ANTENNAS ATOP NEW MONOPOLE AND 1 GPS ANTENNA WILL ALSO BE INSTALLED.

LAND USE DATA:

ASSESSORS PARCEL NUMBER:	162–03–411–006
CURRENT ZONING:	(C–1) LIMITED COMMERCIAL
ZONING APPLICATON:	ADMINISTRATIVE REVIEW
SITE AREA:	0.27 ACRES
TOTAL PARCEL AREA:	17000.195 SQ. FT.

BUILDING CLASSIFICATION:

PROPOSED AREA OF CONSTRUCTION:	635± SQ. FT
PROJECT OCCUPANCY:	U–POLE
TYPE OF CONSTRUCTION:	IIB
POWER COMPANY:	NEVADA POWER
DESCRIPTION:	NV PWR 002 AT 21[illegible]

SHEET SCHEDULE

SHT NO.	SHEET DESCRIPTION	REV.
T–1	TITLE SHEET	5
SV–1	SITE SURVEY	---
Z–1	SITE PLAN	5
Z–2	ENLARGED SITE PLAN	5
Z–3	SITE ELEVATION	5
Z–4	SITE ELEVATION	5
Z–5	SITE ELEVATION	5
Z–6	SITE ELEVATION	5

APPICABLE CODES

JURISDICTION: CITY OF LAS VEGAS

INTERNATIONAL BUILDING CODE (IBC) 2006
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2005
EIA/TIA–222–F STANDARDS FOR BROADCAST STRUCTURES
LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

APPROVALS

PROPERTY OWNER/LANDLORD _____ DATE _____

CRICKET R.F. ENGINEER _____ DATE _____

RECEIVED
NOV 21 2008

SUP-31739
REVISED
12/18/08 PC

cricket

LAS-391-B
STRATOSPHERE /STRIP

2120 PARADISE RD
LAS VEGAS, NV 89014
CLARK COUNTY
CROWN # : 881005

CROWN CASTLE INTERNATIONAL

CROWN SITE: STRATOSPHERE #881005

CMX
3100 W RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5	11/20/08	ADDED 13' EXTENSION TO EXISTING POLE
4	10/31/08	100% ZDs FOR SUBMITTAL
3	10/02/08	95% ZDs FOR REVIEW DESIGN CHANGED TO MONOPOLE
2	09/26/08	95% ZDs FOR REVIEW
1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/08/08	ELEVATION EXHIBIT

DRAWN BY:	GR	CHECKED BY:	RAB
SCALE:	N/A	CMX JOB NO:	071011701

ENGINEERING SEAL:

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

T-1

LEGAL DESCRIPTION:

PARCEL NO. 1:
THE SOUTH 43.5 FEET OF THE EAST 140 FEET OF LOT FIVE (5) AND THE NORTH 12.5 FEET OF THE EAST 140 FEET OF LOT SIX (6), ALL IN BLOCK THREE (3) OF SOUTH FIFTH STREET TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2 OF PLATS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL NO. 2:

THE WEST 60 FEET OF THE SOUTH 43.5 FEET OF LOT FIVE (5) AND THE WEST 60 FEET OF THE NORTH 12.5 FEET OF LOT SIX (6), ALL IN BLOCK THREE (3) OF SOUTH FIFTH STREET TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2 OF PLATS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

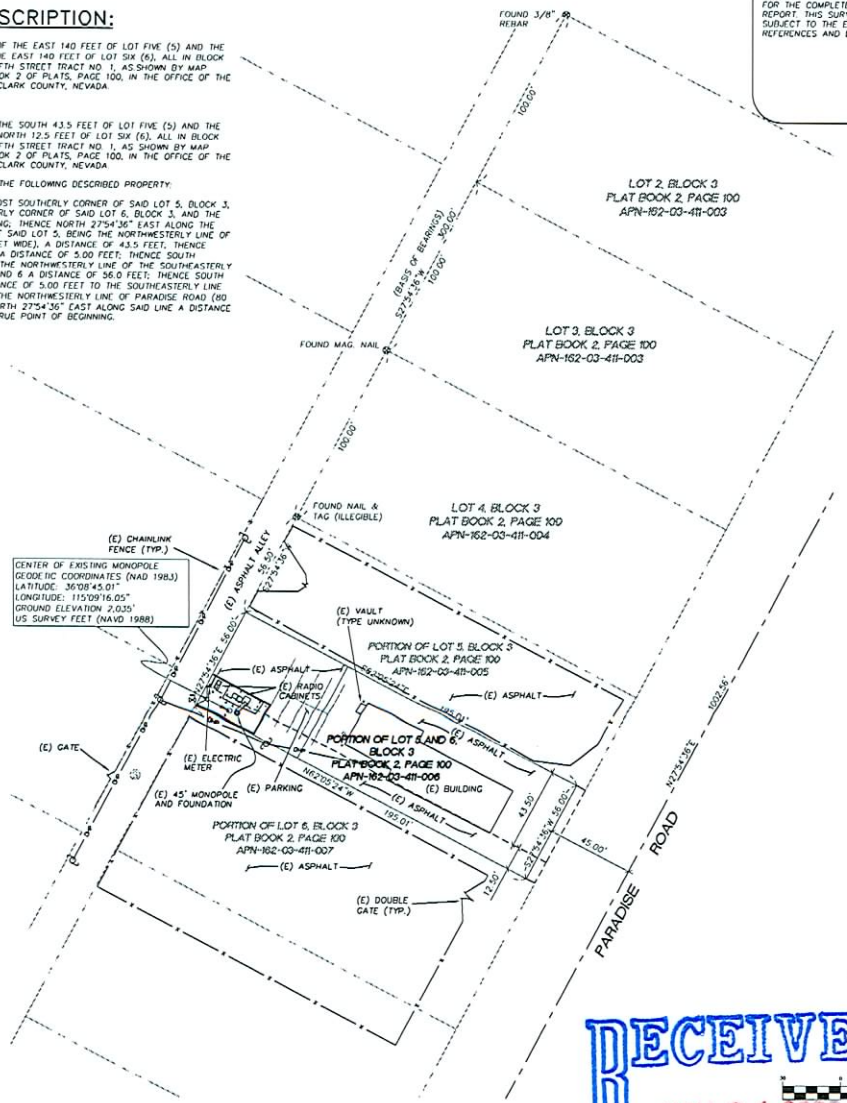
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5, BLOCK 3, BEING THE MOST EASTERLY CORNER OF SAID LOT 6, BLOCK 3, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 27°54'36" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, BEING THE NORTHWESTERLY LINE OF PARADISE ROAD (80 FEET WIDE), A DISTANCE OF 43.5 FEET; THENCE NORTH 62°05'24" WEST A DISTANCE OF 5.00 FEET; THENCE SOUTH 27°54'36" WEST ALONG THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 5.00 FEET OF LOTS 5 AND 6 A DISTANCE OF 56.0 FEET; THENCE SOUTH 62°05'24" EAST A DISTANCE OF 5.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 6, (BEING THE NORTHWESTERLY LINE OF PARADISE ROAD (80 FEET WIDE); THENCE NORTH 27°54'36" EAST ALONG SAID LINE A DISTANCE OF 12.5 FEET TO THE TRUE POINT OF BEGINNING.

NOTES:

1. A TOPOGRAPHICAL & BOUNDARY SURVEY WAS PERFORMED ON DECEMBER 10, 2007

2. THIS SURVEY IS BASED ON A PRELIMINARY TITLE REPORT PREPARED BY NEVADA TITLE COMPANY, ORDER No. A1-03-0382 SPC DATED JUNE 21, 2001. PIONEER SURVEYS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE COMPLETENESS OR ACCURACY OF THE ABOVE MENTIONED REPORT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH AND IS SUBJECT TO THE EXCLUSIONS AND EXCEPTIONS LISTED IN THE REFERENCES AND DESCRIBED IN SAID PRELIMINARY TITLE REPORT.



SITE SURVEY
SCALE: 1" = 30'

NORTH
SCALE: 1" = 30'

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

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LEGEND

STREET CENTERLINE	
PROPERTY LINE ADJOINING PROPERTY LINE	P P
EXISTING FENCE LINE	x x
EXISTING CURB LINE	
EXISTING RIGHT-OF-WAY	
WALL	
BUILDING	
EDGE OF ASPHALT	
EXISTING 5' CONTOUR LINE	(XXXX)
EXISTING 1' CONTOUR LINE	(XXXX)
RIGHT-OF-WAY	R.O.W.
EXISTING (ABBREVIATION)	(E)
FOUND MONUMENT AS INDICATED	
FIRE HYDRANT	
WATER VALVE	
BOLLARD	
POWER/UTILITY POLE	
GROUND WELL	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	

BENCHMARK

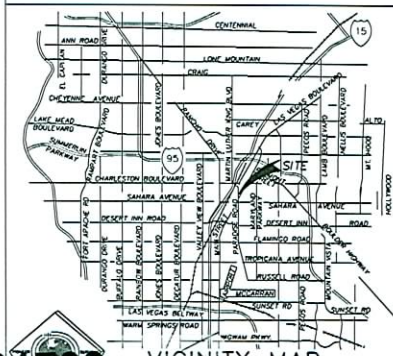
CITY OF LAS VEGAS VERTICAL CONTROL No. 2LV11 JSWS (2002)

NDOT BRASS DISC IN TOP OF CURB ON THE NORTHEAST CORNER OF SAHARA AND PARADISE.

ELEVATION 620.3179 METERS / 2035.16 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

BASIS OF BEARINGS

SOUTH 27°54'36" WEST, BEING THE WESTERLY LINE OF LOTS 2,3 AND 4, BLOCK 3 AS SHOWN ON THAT CERTAIN SUBDIVISION ENTITLED SOUTH FIFTH STREET TRACT No.1 RECORDED IN PLAT BOOK 2, AT PAGE 100 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.



VICINITY MAP
NOT TO SCALE

PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101
TEL: (702) 212-4016 FAX: (702) 212-4013

CMX
2300 W. SAHARA AVE., BLDG 2, STE F
LAS VEGAS, NV 89102
PH (702) 205-4931
FAX (702) 205-4933

ISSUED FOR: SURVEY
CURRENT ISSUE DATE: 12/18/07
SCALE: 1" = 30'
JOB NO.: 460LAS391ASRV
DWG: 460LAS391ASRV-R1204LDWG
DRAWN BY: CRA

REV. #	DESCRIPTION	DATE

CRICKET
COMMUNICATIONS
STRATOSPHERE
LAS-391-A
APN 162-03-411-006
2120 PARADISE ROAD
LAS VEGAS, NV 89104

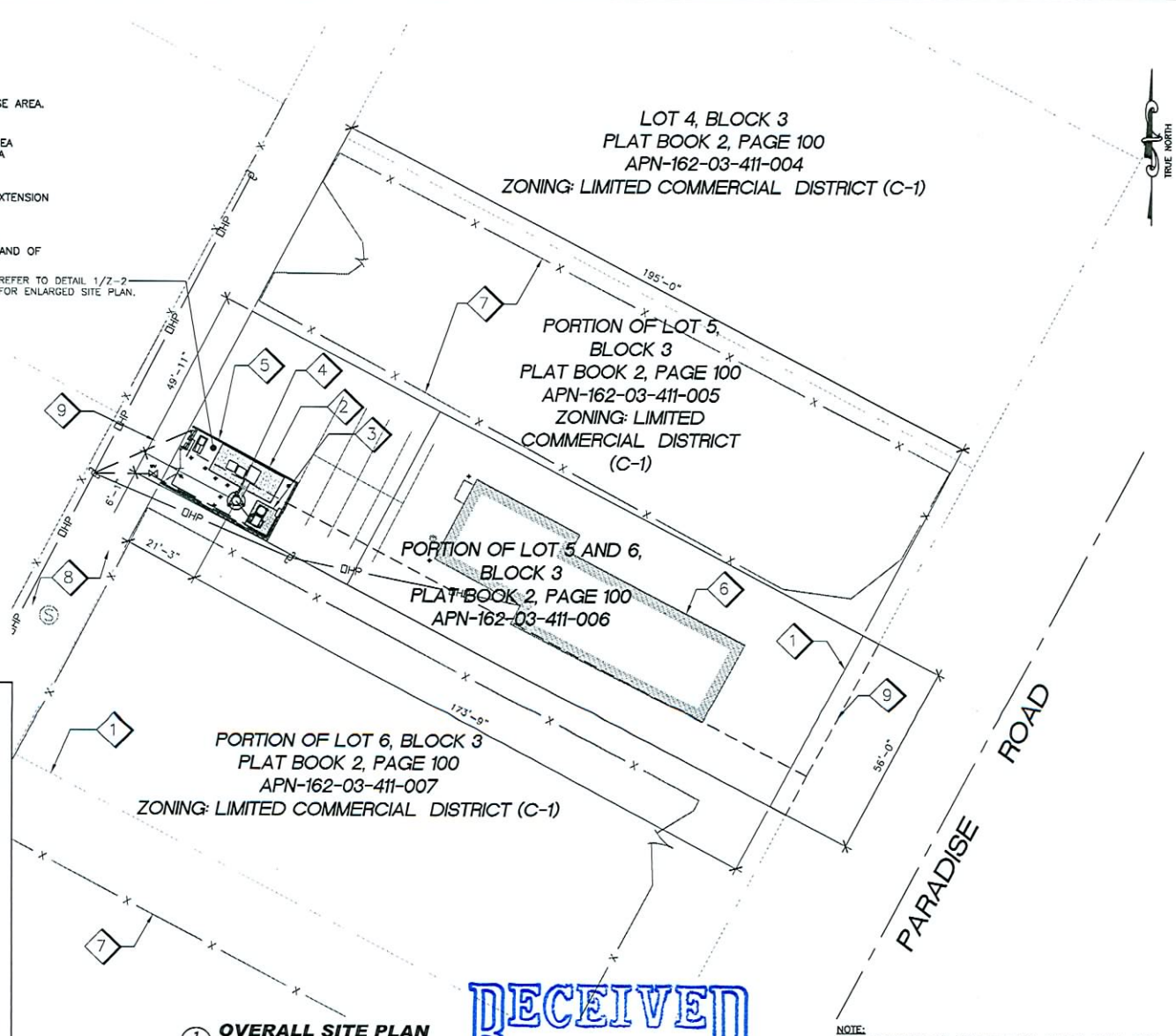
SHEET TITLE: SITE SURVEY

SHEET NUMBER: SV-1
SHEET 1 OF 1

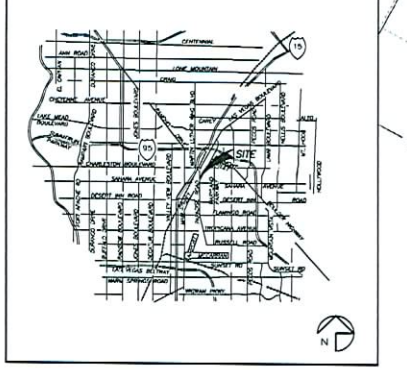
SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING PROPERTY LINE (TYP.)
2. EXISTING CROWN CASTLE COMMUNICATIONS LEASE AREA.
3. PROPOSED CRICKET COMMUNICATIONS LEASE AREA 8'-0"x7'-0" WITHIN CROWN CASTLE LEASE AREA
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH ONE STRAND OF CONCERTINA RAZOR WIRE
6. EXISTING BUILDING
7. EXISTING CHAIN LINK FENCE (TYP.)
8. EXISTING ALLEY
9. EXISTING ENTRANCE



VICINITY MAP
NOT TO SCALE



1 Z-1 **OVERALL SITE PLAN**
SCALE: 1"=30'-0"

NOTE:
THESE DRAWINGS ARE FORMATTED FOR 11"x17". OTHER SIZE VERSIONS ARE NOT TO THE SCALE AS NOTED.

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CLARK COUNTY
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CROWN SITE: STRATOSPHERE #881005

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SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5	11/20/08	ADDED 13' EXTENSION TO EXISTING POLE
4	10/31/08	100% ZDs FOR SUBMITTAL
3	10/02/08	95% ZDs FOR REVIEW DESIGN CHANGED TO MONOPOLE
2	09/26/08	95% ZDs FOR REVIEW
1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR | CHECKED BY: RAB
SCALE: | CMX JOB NO: 071011701

ENGINEERING SEAL:

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

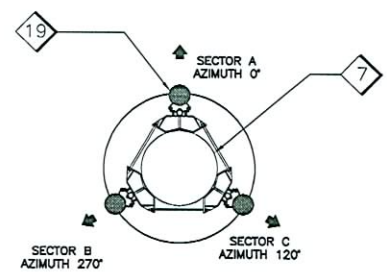
DRAWING TITLE:
OVERALL SITE PLAN

DRAWING SHEET:
Z-1

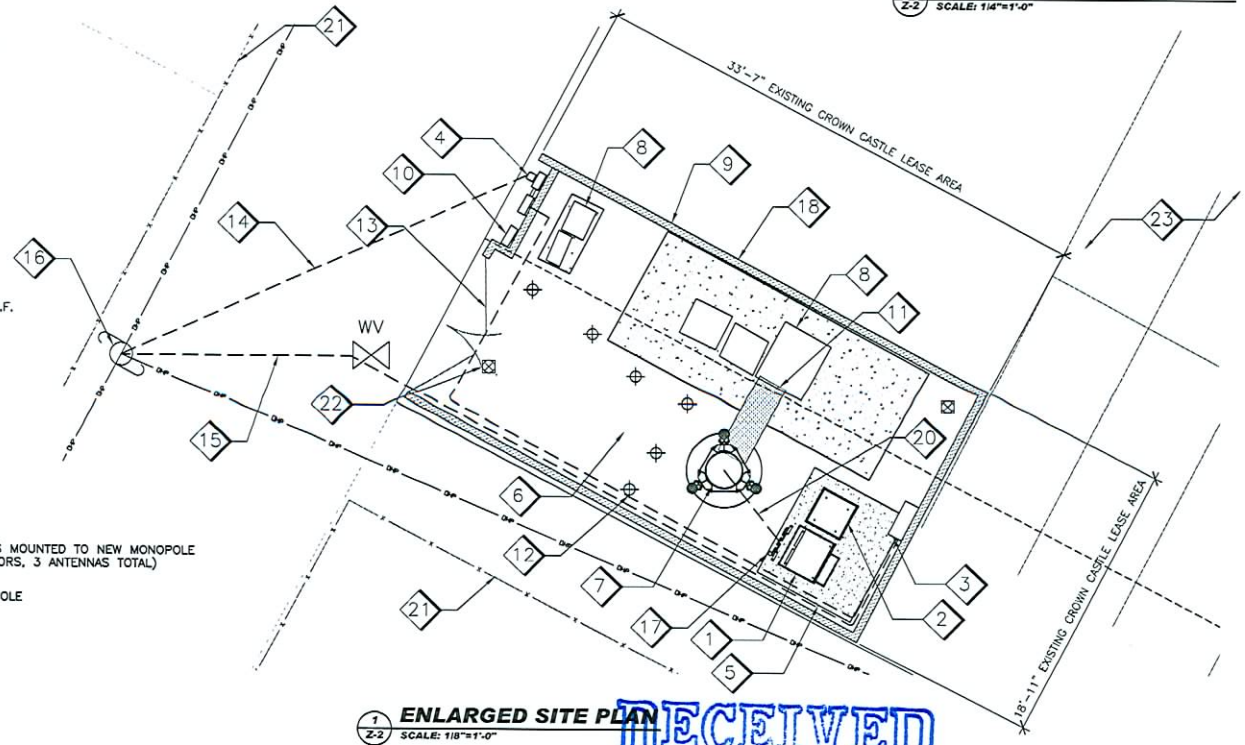
SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. PROPOSED CRICKET COMMUNICATIONS LUCENT 4.0/8400 BTS CABINET. 34-1/2" WIDE x 35-3/8" DEEP x 51-1/4" HIGH.
2. PROPOSED CRICKET COMMUNICATIONS EZBFo BATTERY CABINET. 28-3/4" WIDE x 28-5/8" DEEP x 46-3/4" HIGH.
3. PROPOSED "TRANSTECTOR" PTC CABINET WITH 100 AMP SUB-PANEL AND TELCO BACKBOARD MOUNTED TO CMU WALL
4. PROPOSED 100 AMP ELECTRIC METER/DISCONNECT MOUNTED TO EXISTING WALL
5. PROPOSED 8'-0" x 7'-0" PRE-CAST CONCRETE PAD
6. PROPOSED UNDERGROUND CONDUIT(S) TO NEW MONOPALM
7. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
8. EXISTING EQUIPMENT ON A CONCRETE PAD
9. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE
10. EXISTING ELECTRIC METER
11. EXISTING CABLE BRIDGE
12. EXISTING BOLLARDS TO BE REMOVED (TYP.)
13. EXISTING (2) 5'-0" WIDE CHAIN LINK GATES
14. PROPOSED UNDERGROUND POWER CONDUIT, P.O.F. PER UTILITY COMPANIES DESIGN
15. PROPOSED NEW UNDERGROUND TELCO CONDUIT, P.O.F. PER UTILITY COMPANIES DESIGN
16. EXISTING POWER POLE #P18181
17. PROPOSED GPS ANTENNA MOUNTED TO PROPOSED H-FRAME
18. EXISTING CROWN CASTLE LEASE AREA 18'-11"x33'-7"
19. PROPOSED CRICKET COMMUNICATIONS ANTENNAS MOUNTED TO NEW MONOPOLE @ 55'-0" HIGH RAD CENTER (TYP. OF 3 SECTORS, 3 ANTENNAS TOTAL)
20. PROPOSED UNDERGROUND COAX TO EXISTING POLE
21. EXISTING CHAIN LINK FENCE
22. EXISTING GROUND TEST WELL (TYP.)
23. EXISTING PARKING LOT



2 / Z-2 CRICKET ANTENNA PLAN
SCALE: 1/4"=1'-0"



1 / Z-2 ENLARGED SITE PLAN
SCALE: 1/8"=1'-0"

NOTE:
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SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5	11/20/08	ADDED 13' EXTENSION TO EXISTING POLE
4	10/31/08	100% ZDs FOR SUBMITTAL
3	10/02/08	95% ZDs FOR REVIEW DESIGN CHANGED TO MONOPOLE
2	09/26/08	95% ZDs FOR REVIEW
1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/06/08	ELEVATION EXHIBIT

DRAWN BY:	GR	CHECKED BY:	RAB
SCALE:	VARIES	CMX JOB NO:	071011701

ENGINEERING SEAL:

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DRAWING TITLE:

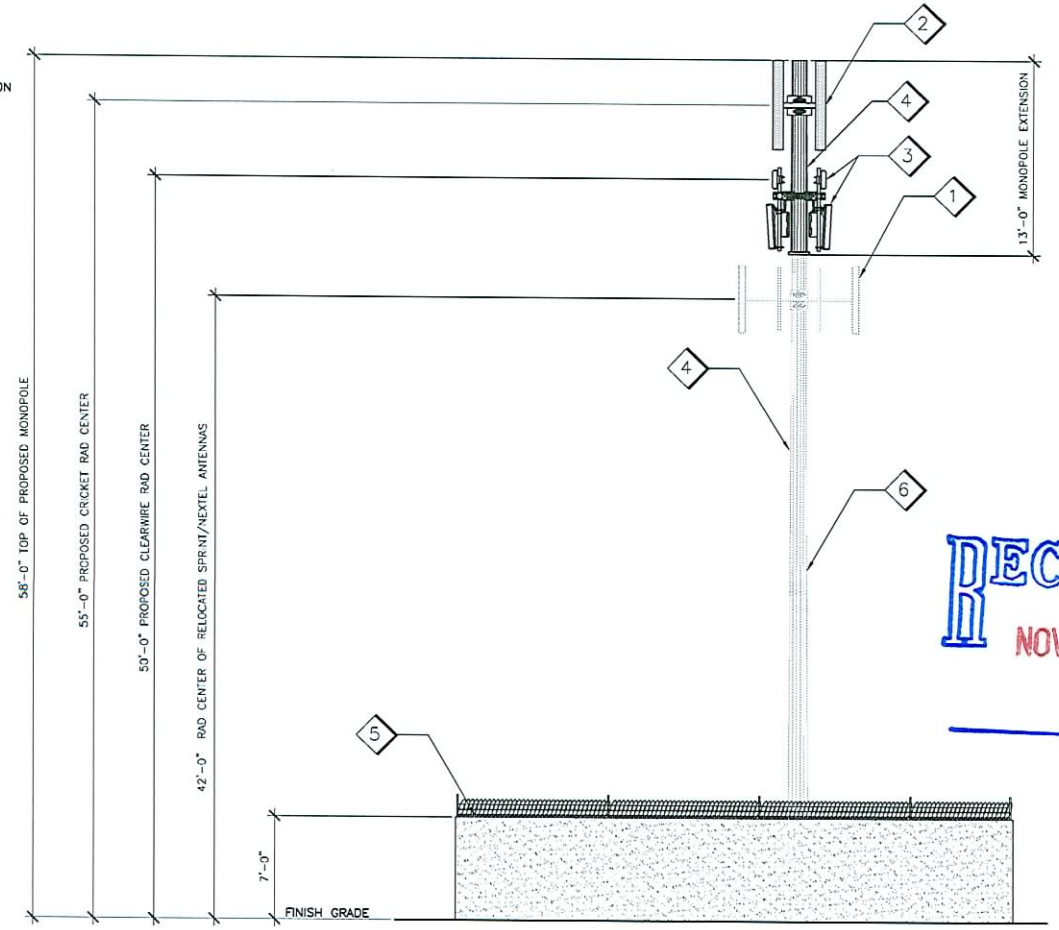
ENLARGED SITE PLAN, ANTENNA PLAN

DRAWING SHEET:

Z-2

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS RELOCATED TO PROPOSED MONOPOLE
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. PROPOSED 13'-0" MONOPOLE EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE
6. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION



1 / Z-3 **PROPOSED SOUTHWEST ELEVATION**
SCALE: 1/8"=1'-0"

NOTE:
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SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
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1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR | CHECKED BY: RAB
SCALE: 1/8"=1'-0" | CMX JOB NO: 071011701

ENGINEERING SEAL:

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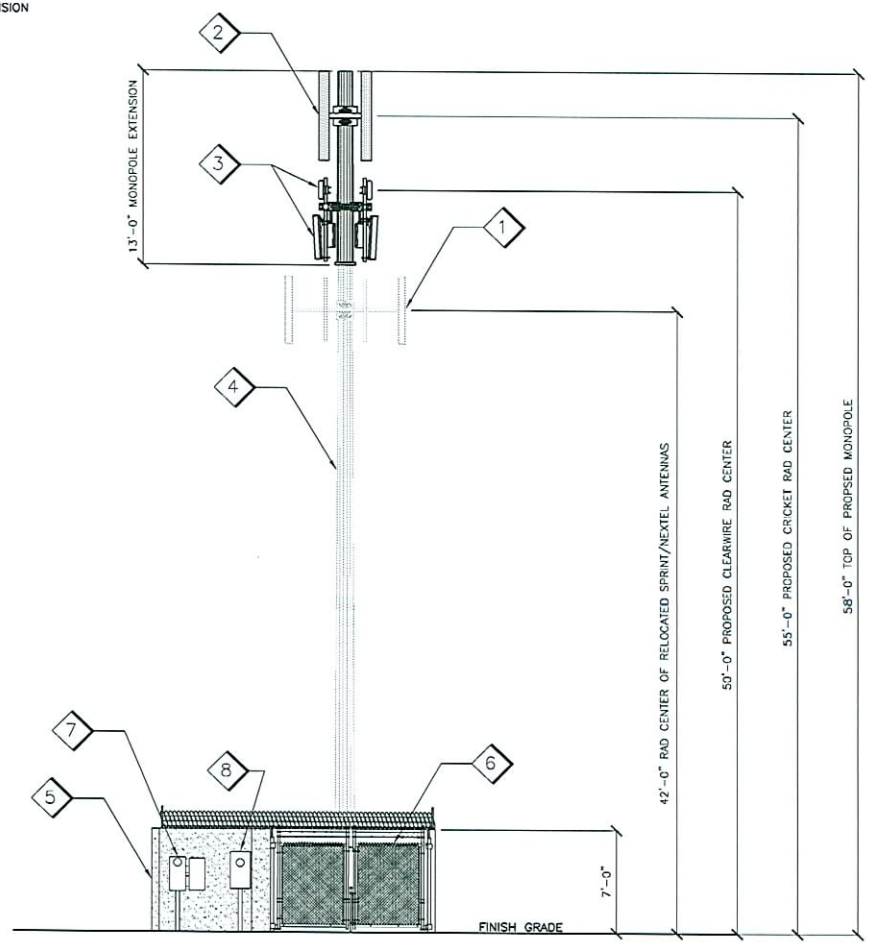
DRAWING TITLE:
SOUTHWEST SITE ELEVATION

DRAWING SHEET:
Z-3

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE
6. EXISTING (2) 5'-0" WIDE CHAIN LINK GATES
7. PROPOSED 100 AMP ELECTRIC METER/DISCONNECT MOUNTED TO EXISTING WALL
8. EXISTING ELECTRIC METER



1/Z-4 **PROPOSED NORTHEAST ELEVATION**
SCALE: 1/8"=1'-0"

RECEIVED
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NOTE:
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SCHEDULE OF REVISIONS

REV NO.	DATE	DESCRIPTION OF CHANGES
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6		
5	11/20/08	ADDED 13' EXTENSION TO EXISTING POLE
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2	09/26/08	95% ZDs FOR REVIEW
1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/06/08	ELEVATION EXHIBIT

DRAWN BY: BR | CHECKED BY: RAB
SCALE: 1/8"=1'-0" | CMX JOB NO: 071011701

ENGINEERING SEAL:

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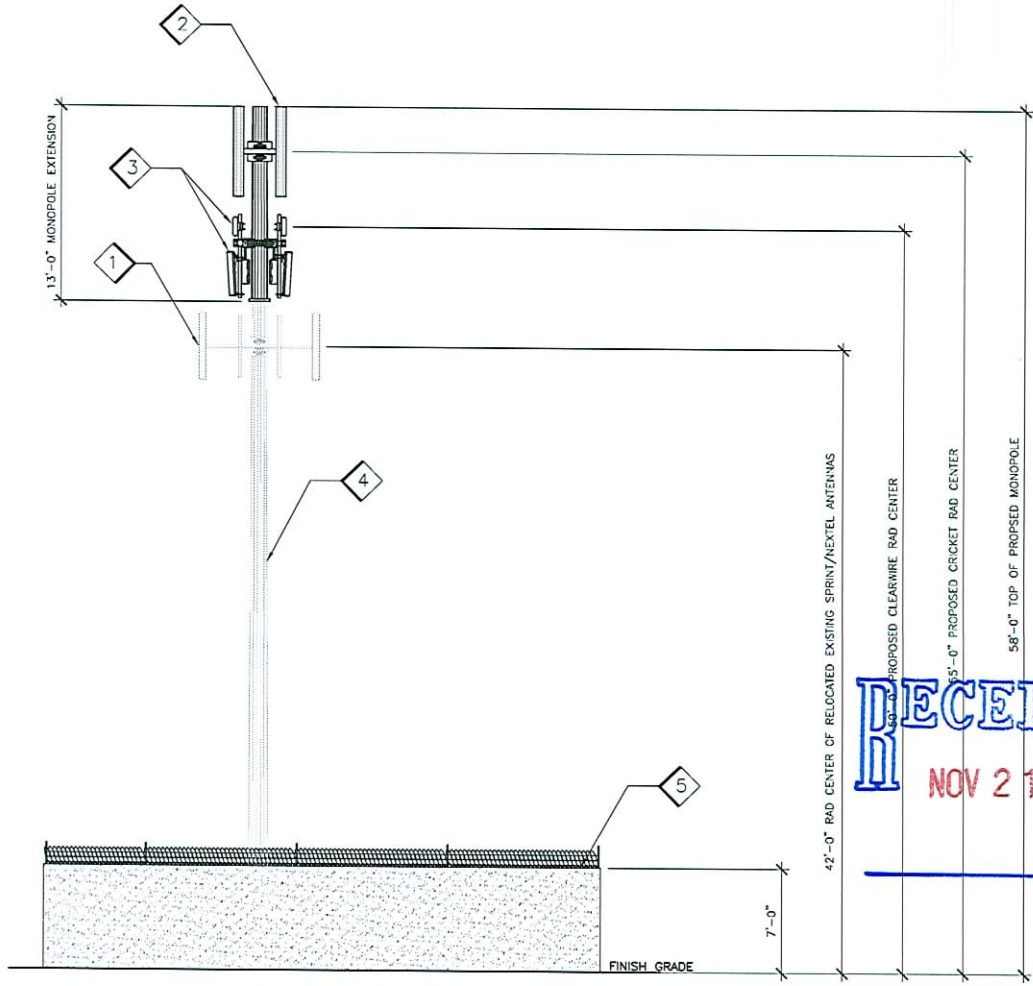
DRAWING TITLE:
PROPOSED NORTHEAST ELEVATION

DRAWING SHEET:
Z-4

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE



1 / Z-5 **PROPOSED NORTHWEST ELEVATION**
SCALE: 1/8"=1'-0"

NOTE:
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CROWN SITE: STRATOSPHERE #881005

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SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
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1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR | CHECKED BY: RAB
SCALE: 1/8"=1'-0" | CMX JOB NO: 071011701

ENGINEERING SEAL:

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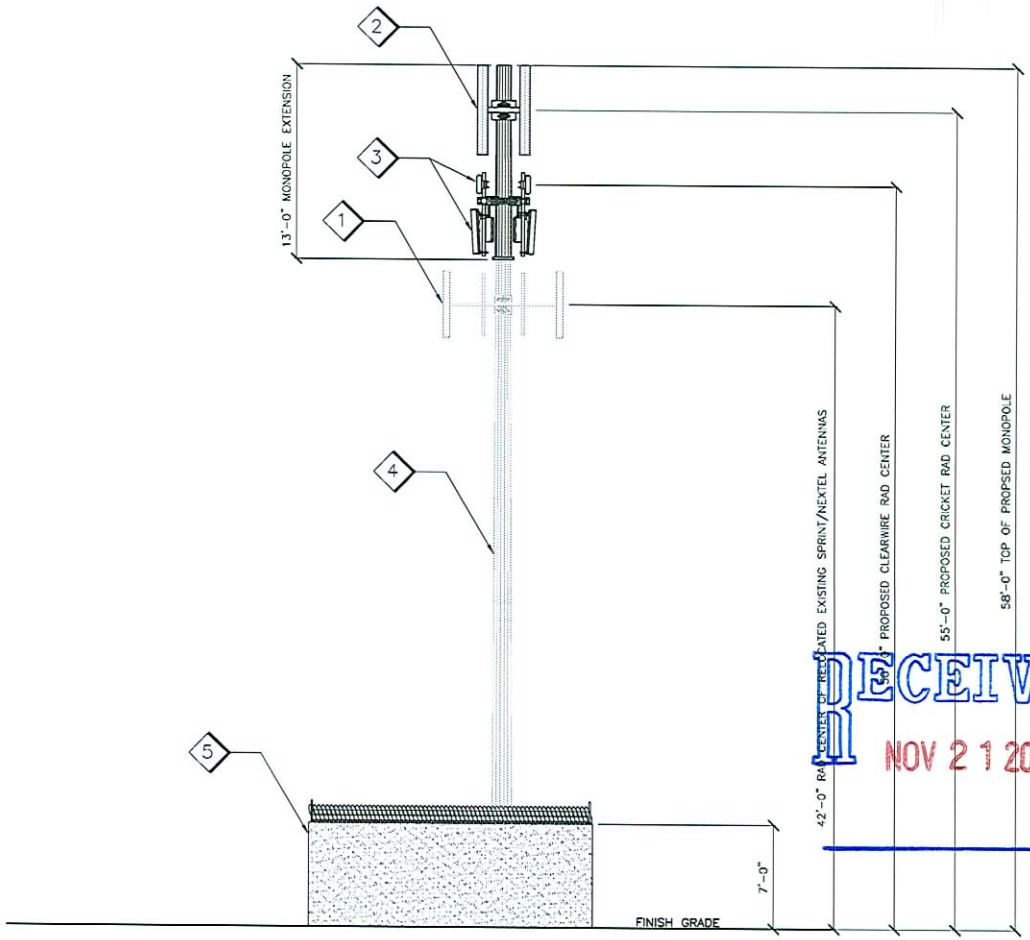
DRAWING TITLE:
NORTHWEST SITE ELEVATION

DRAWING SHEET:
Z-5

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE



1 / Z-6 **PROPOSED SOUTHWEST ELEVATION**
SCALE: 1/8"=1'-0"

NOTE:
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SCHEDULE OF REVISIONS

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0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR CHECKED BY: RAB
SCALE: 1/8"=1'-0" CMX JOB NO: 071011701

ENGINEERING SEAL:

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DRAWING TITLE:

SOUTHWEST SITE ELEVATION

DRAWING SHEET:

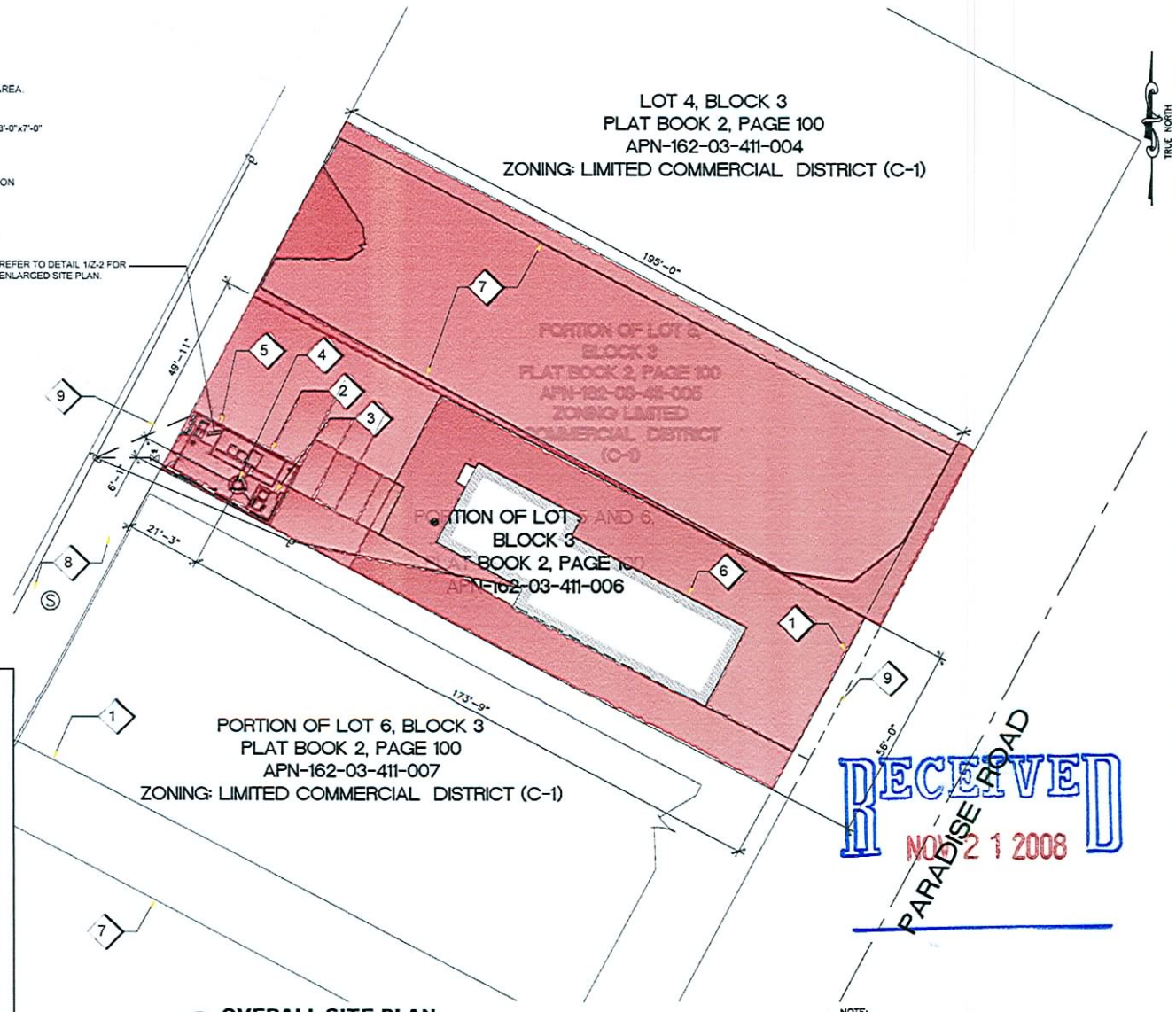
Z-6

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING PROPERTY LINE (TYP.)
2. EXISTING CROWN CASTLE COMMUNICATIONS LEASE AREA.
3. PROPOSED CRICKET COMMUNICATIONS LEASE AREA 8'-0"x7'-0" WITHIN CROWN CASTLE LEASE AREA
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH ONE STRAND OF CONCERTINA RAZOR WIRE
6. EXISTING BUILDING
7. EXISTING CHAIN LINK FENCE (TYP.)
8. EXISTING ALLEY
9. EXISTING ENTRANCE

REFER TO DETAIL 1/Z-2 FOR ENLARGED SITE PLAN.



VICINITY MAP
NOT TO SCALE

OVERALL SITE PLAN
SCALE: 1"=30'-0"

RECEIVED
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NOTE:
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cricket

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CLARK COUNTY
CROWN # : 881005

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CROWN SITE: STRATOSPHERE #881005

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SCHEDULE OF REVISIONS

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0	08/06/08	ELEVATION EXHIBIT

DRAWN BY: GR | CHECKED BY: RAB
SCALE: | CMX JOB NO: 071011701

ENGINEERING SEAL:

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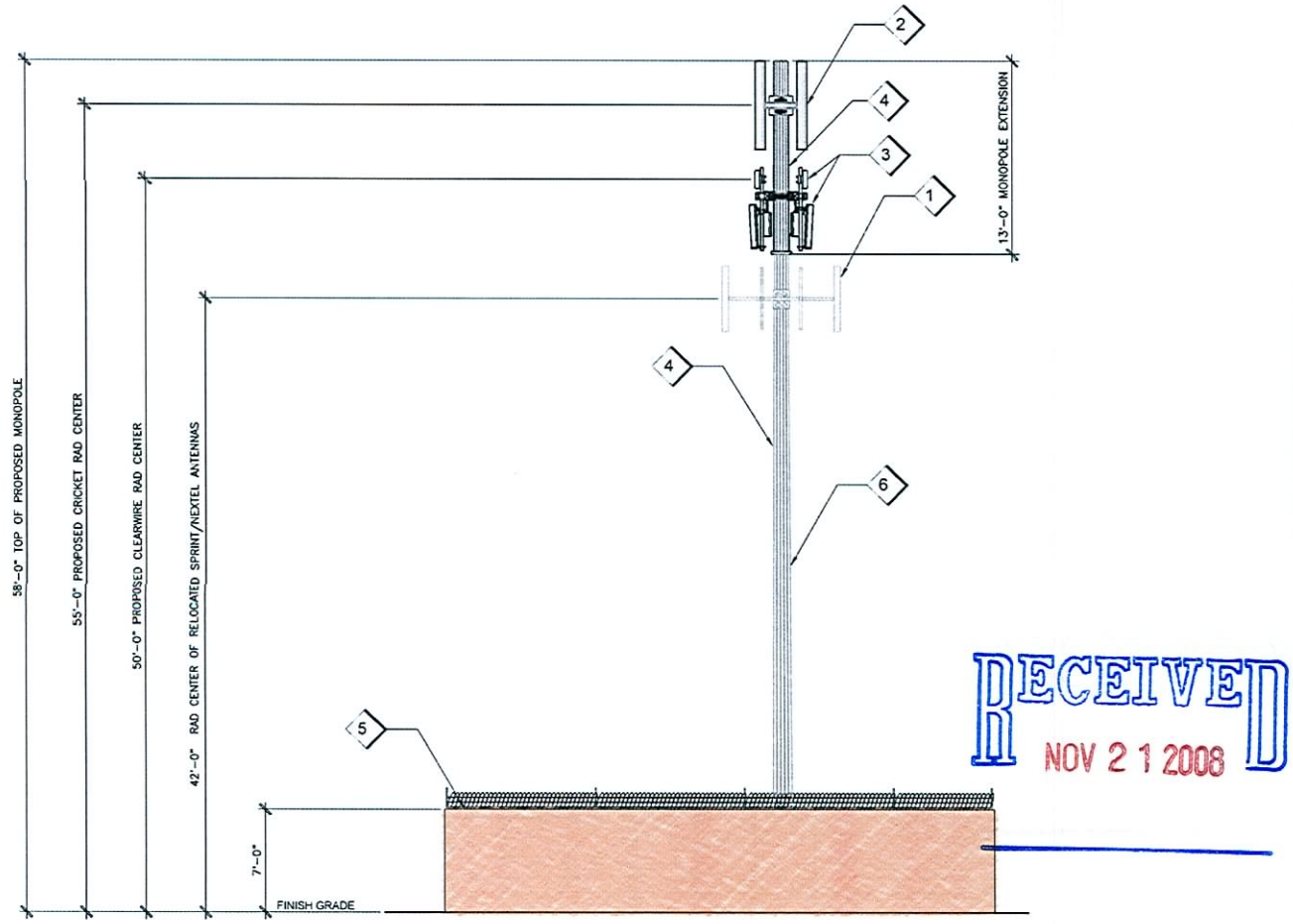
DRAWING TITLE:
OVERALL SITE PLAN

DRAWING SHEET:
Z-1

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS RELOCATED TO PROPOSED MONOPOLE
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. PROPOSED 13'-0" MONOPOLE EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE
6. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION



PROPOSED SOUTHWEST ELEVATION
1/Z-3 SCALE: 1/8"=1'-0"

NOTE:
THESE DRAWINGS ARE FORMATTED FOR 11"x17". OTHER SIZE VERSIONS ARE NOT TO THE SCALE AS NOTED.

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NOV 21 2008

cricket

LAS-391-B
STRATOSPHERE /STRIP
2120 PARADISE RD
LAS VEGAS, NV 89014
CLARK COUNTY
CROWN # : 881005

CROWN CASTLE INTERNATIONAL
CROWN SITE: STRATOSPHERE #881005

CMX
3100 W RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • UTAH

SCHEDULE OF REVISIONS

REV NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5	11/20/08	ADDED 13' EXTENSION TO EXISTING POLE
4	10/31/08	100% ZDs FOR SUBMITTAL
3	10/02/08	90% ZDs FOR REVIEW DESIGN CHANGED TO MONOPOLE
2	09/26/08	90% ZDs FOR REVIEW
1	09/02/08	90% ZDs FOR REVIEW/PRE-APP
0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR CHECKED BY: RAS
SCALE: 1/8"=1'-0" CMX JOB NO: 071011701

ENGINEERING SEAL:

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

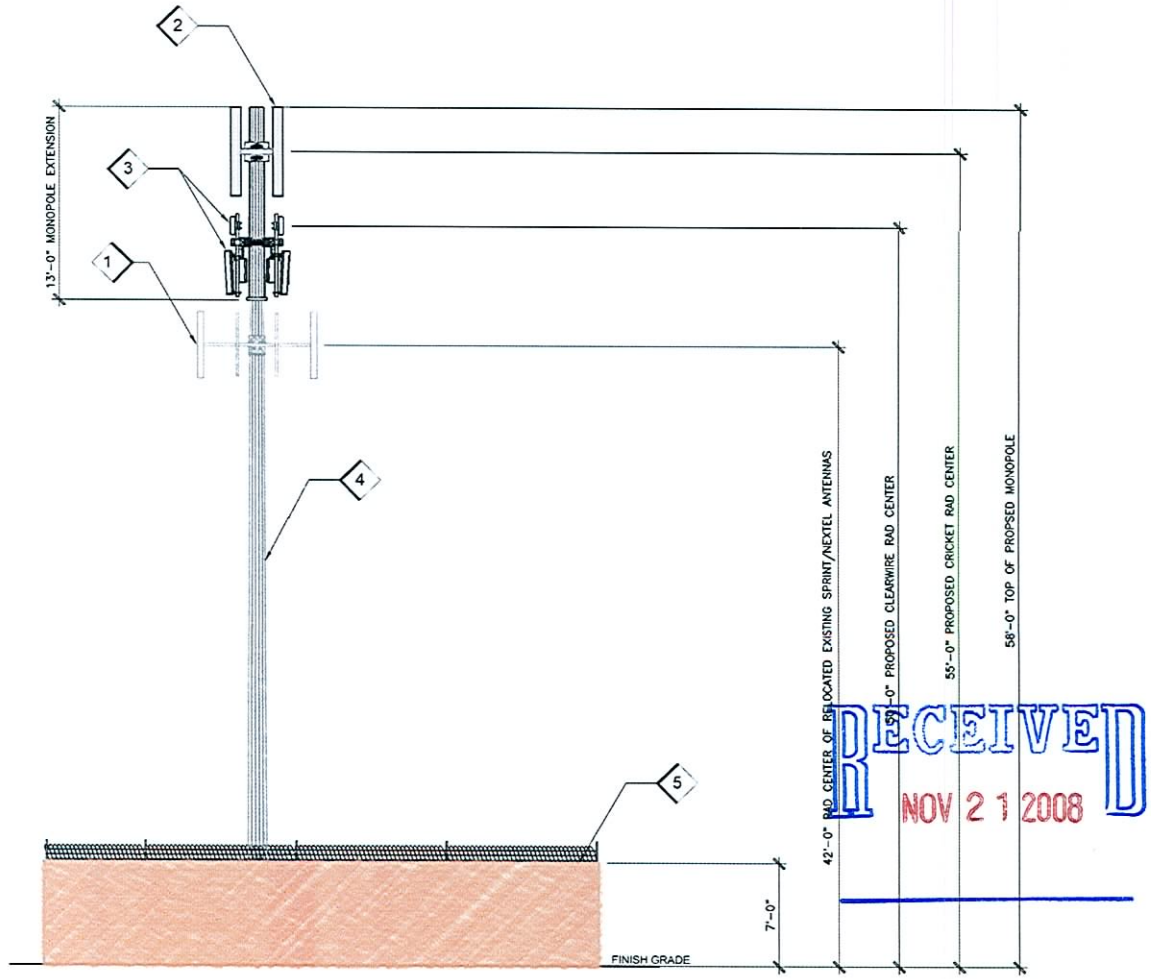
DRAWING TITLE:
SOUTHWEST SITE ELEVATION

DRAWING SHEET:
Z-3

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS
2. PROPOSED CRICKET ANTENNAS (3 ANTENNAS TOTAL)
3. PROPOSED CLEARWIRE ANTENNAS
4. EXISTING MONOPOLE WITH PROPOSED 13'-0" EXTENSION
5. EXISTING 7'-0" HIGH CMU WALL WITH 1'-0" OF CONCERTINA RAZOR WIRE



1 / Z-5 **PROPOSED NORTHWEST ELEVATION**
SCALE: 1/8"=1'-0"

NOTE:
THESE DRAWINGS ARE FORMATTED FOR 11"x17". OTHER SIZE VERSIONS ARE NOT TO THE SCALE AS NOTED.

RECEIVED
NOV 21 2008

cricket

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CLARK COUNTY
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CROWN SITE: STRATOSPHERE #881005

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NEW YORK • PENNSYLVANIA • UTAH

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
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0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR | CHECKED BY: RAS
SCALE: 1/8"=1'-0" | CMX JOB NO: 071011701

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DRAWING TITLE:

NORTHWEST SITE ELEVATION

DRAWING SHEET:

Z-5

SUP-31739
REVISED
12/18/08 PC

KEYED NOTES:

1. EXISTING SPRINT/NEXTEL ANTENNAS
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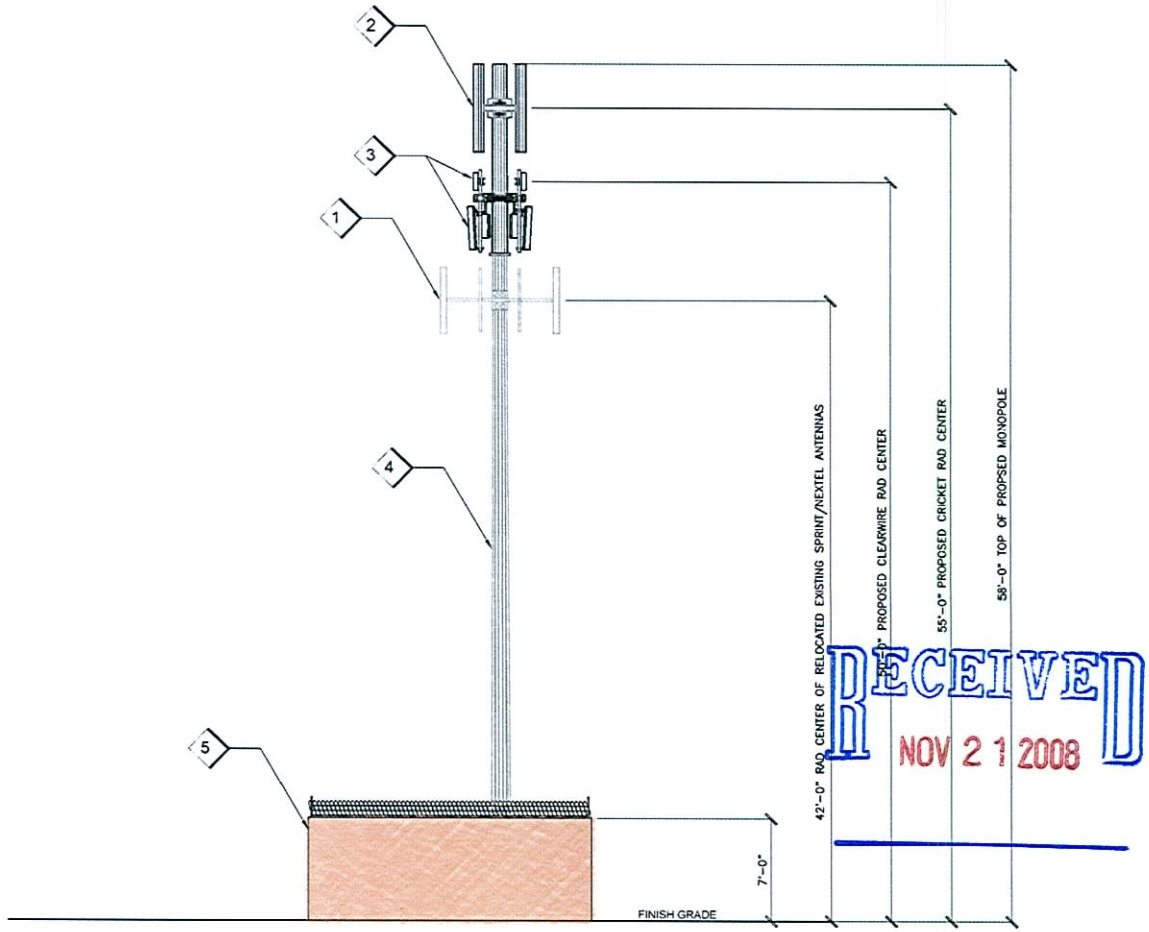

1 / Z-6 **PROPOSED SOUTHWEST ELEVATION**
SCALE: 1/8"=1'-0"

NOTE:
THESE DRAWINGS ARE FORMATTED FOR 11"x17". OTHER SIZE VERSIONS ARE NOT TO THE SCALE AS NOTED.

RECEIVED
NOV 21 2008

cricket

LAS-391-B
STRATOSPHERE /STRIP
2120 PARADISE RD
LAS VEGAS, NV 89014
CLARK COUNTY
CROWN # : 881005

CROWN CASTLE INTERNATIONAL
CROWN SITE: STRATOSPHERE #881005

CMX
3100 W RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
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NEW YORK • PENNSYLVANIA • TEXAS

SCHEDULE OF REVISIONS

REV NO.	DATE	DESCRIPTION OF CHANGES
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6		
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0	08/08/08	ELEVATION EXHIBIT

DRAWN BY: GR CHECKED BY: RAB
SCALE: 1/8"=1'-0" CMX JOB NO: 071011701

ENGINEERING SEAL:

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DRAWING TITLE:
SOUTHWEST SITE ELEVATION

DRAWING SHEET:
Z-6

SUP-31739
REVISED
12/18/08 PC

CROWN CASTLE INTERNATIONAL

shaping the wireless world℠

Stratosphere
2120 Paradise Road
Las Vegas, NV 89014

Existing 45' Monopole

Proposed

Existing 45' Monopole to be Extended 13' with 2 Additional Flush-Mounted Carriers

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SUP-31739
12/18/08 PC

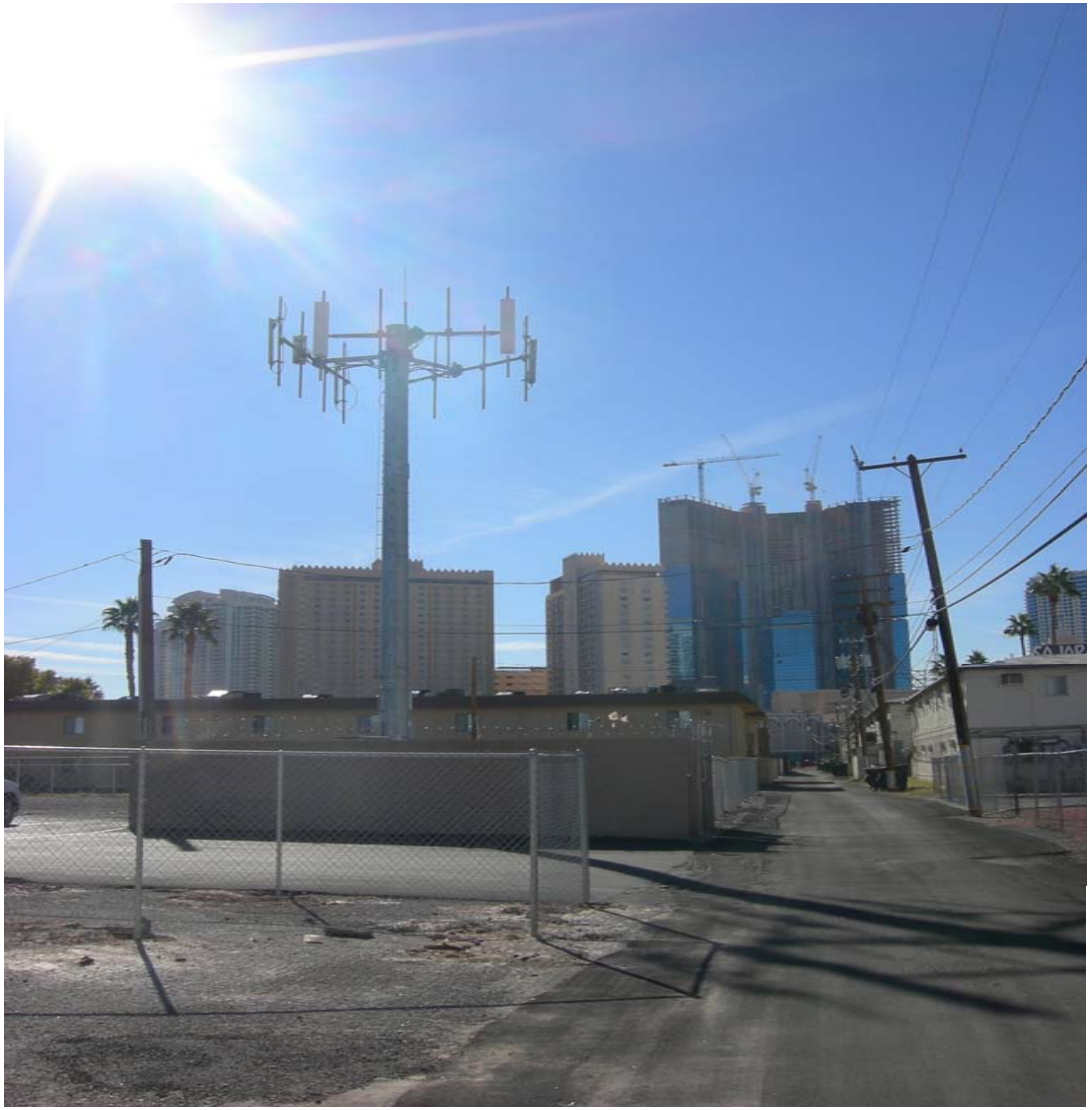
Marken Telecommunication Services, LLC

SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST
2120 PARADISE ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST
2120 PARADISE ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08



SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST
2120 PARADISE ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST
2120 PARADISE ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

SUP-31739 - APPLICANT: METROPCS NEVADA, LLC - OWNER: MOFFAT FAMILY TRUST
2120 PARADISE ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

PROJECT JUSTIFICATION
for
CRICKET COMMUNICATIONS
Collocation on Existing Crown Castle Monopole
"Stratosphere"
2120 Paradise Road
LAS VEGAS, NV 89117

To: Evan DuVall
City of Las Vegas
Community Development Department

From: Marck Sawyer
Marken Telecommuncations

Date: 11/04/08

Re: Crown "Stratosphere"
CRICKET COMMUNICATIONS Collocation
Special Use Permit
2120 Paradise Road

Crown Castle is the nation's largest tower infrastructure provider. They own and manage tower sites in all fifty states and internationally. They have recently acquired numerous towers in Las Vegas and work closely with their wireless communication provider tenants and local jurisdictions to ensure the long-term viability of their facilities. Crown is committed to providing reliable multi-user facilities that meet the changing needs of the communities they serve while ensuring excellent siting locations for their wireless customers.

Crown currently owns and operates a 45' wireless communications monopole at in the C-1 zoning district at 2120 Paradise Road. In accordance with the City of Las Vegas' wireless code, Crown would like to provide opportunities for collocation on this facility to limit the need for additional wireless communication poles in the area.

Crown proposes to add a 13' extension to the existing 45' monopole to accommodate the Cricket and Clearwire antennas. These new antennas will be mounted at the 55' and 50' height on the pole. Cricket and Clearwire's radio equipment will be located inside the existing walled Crown compound. The details of the project are as follows:

The Project:

- Installation of a 13' pole extension onto the existing 45' monopole;

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SUP-31739
12/18/08 PC

- Attachment of three, 6' Cricket antennas at the 55' centerline. The existing antenna array on the monopole is at the 43' rad center and will remain at that height. Attachment of three, 6' Clearwire antennas at 50' centerline.
- Installation of 4 telecommunications cabinets mounted on a new concrete pad inside an existing 35' x 20' walled compound. The cabinets will not exceed the height of the existing compound wall.
- The facility is surrounded by a 7' cmu block wall, and two 6' chain link gates.
- The associated coaxial cables would be inside the monopole from the antennas then across a cable bridge to the newly placed Cricket and Clearwire equipment cabinets.
- Installation of a new 200 amp service board inside the fenced compound from an existing electrical transformer.
- A photosim, attached hereto, shows an approximation of the proposed Cricket and Clearwire antenna arrays mounted at the 55' and 50' rad centers.

The Parcel

The parcel is approximately 0.27acres, APN# 162-03-411-006, and is zoned "C-1". The parcel is developed as a massage parlor and is surrounded by developed commercial and multi-family housing.

Access

Access to the site will be from Paradise Road across the subject parcel driveway to the site.

Setbacks

The 55' is setback from the property lines as follows:

North setback:	50'	to	C-1 District
South setback:	10'	to	C-1, undeveloped
East setback:	184'	to	C-1 District
West setback:	41'	to	C-2 District
Nearest Residential:	120'	to	R-4 (south)

Co-location

The site is currently designed to accommodate one carrier on the 45' monopole. The 13' pole extension will allow Cricket and Clearwire to co-locate on the monopole and will minimize the overall visual impact on the community by eliminating the need for an additional stand-alone monopole. Co-location is in-keeping with the spirit of the City of Las Vegas wireless ordinance which supports co-location over the development of additional stand-alone facilities.

Should you have any questions, or require additional information, please contact me at 702-207-9920

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SUP-31739
12/18/08 PC

Marken *Telecommunication Services, LLC*

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CITY CLERK

2008 DEC 19 P 1:38

Appeal of SUP-31739

Project Address:
2120 Paradise Road
Las Vegas, NV
APN: 162-03-411-006

To: City of Las Vegas
Community Development Department & City Clerks Office

From: Mark McGarey
Representing Crown Castle – Applicant
Marken Telecommunication Services - Representative

Date: 12/19/08

Via Fax: (702) 382-4803

Please accept this fax as a formal request for appeal to the Las Vegas City Council for the SUP-3173, request for a telecommunications tower extension at 2120 Paradise Road, C1 zoning district, Ward 3. The Planning Commission denied this project at their hearing on 12/18/08.

Thank you,

Mark McGarey
Marken Telecom Services
602-432-1736

1433 Hawthorne Place ~ Longmont, Colorado 80503
Phone (602) 432-1736 ~ Fax (303) 485-9877

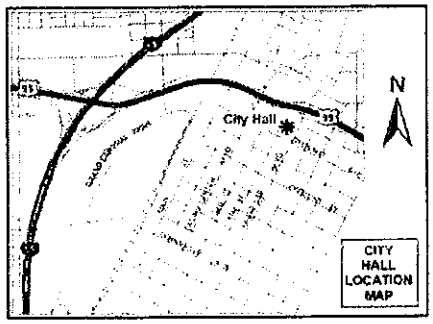
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-31739

Planning Commission Meeting of 12/18/2008

Case: SUP-31739
16203416006
BARTSAS MARY 16 L L C
2208 SANTA ROSA DR
LAS VEGAS NV 89104-2645

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DEC 16 2008

Submitted after final agenda
Date 12-16-08 Item 17 17A

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
PLANNING COMMISSION MEETING OF: DECEMBER 18, 2008

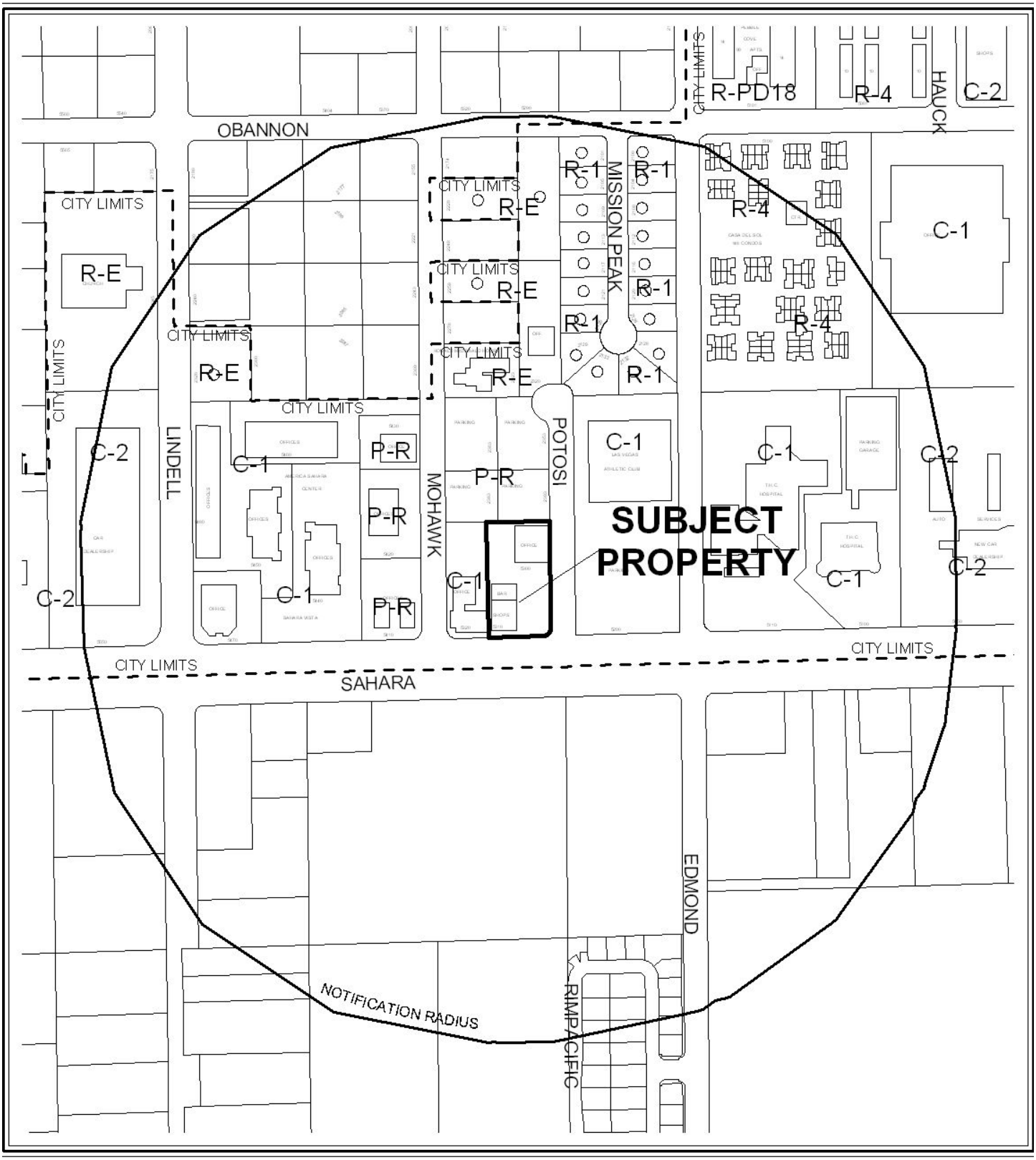
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-31747 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PEOPLES LOAN CENTER CORPORATION - OWNER: OBA NORIKO TAKADA TRUST – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW 1050 SQUARE FEET OF FLOOR AREA WHERE 1500 IS REQUIRED AND A ZERO FOOT DISTANCE SEPARATION TO ANOTHER FINANCIAL INSTITUTION, SPECIFIED WHERE 1000 FEET IS REQUIRED at 5310 West Sahara Avenue, Suite A (APN 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by Tim Ayala
7. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 18



CASE: **SUP-31747**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

N

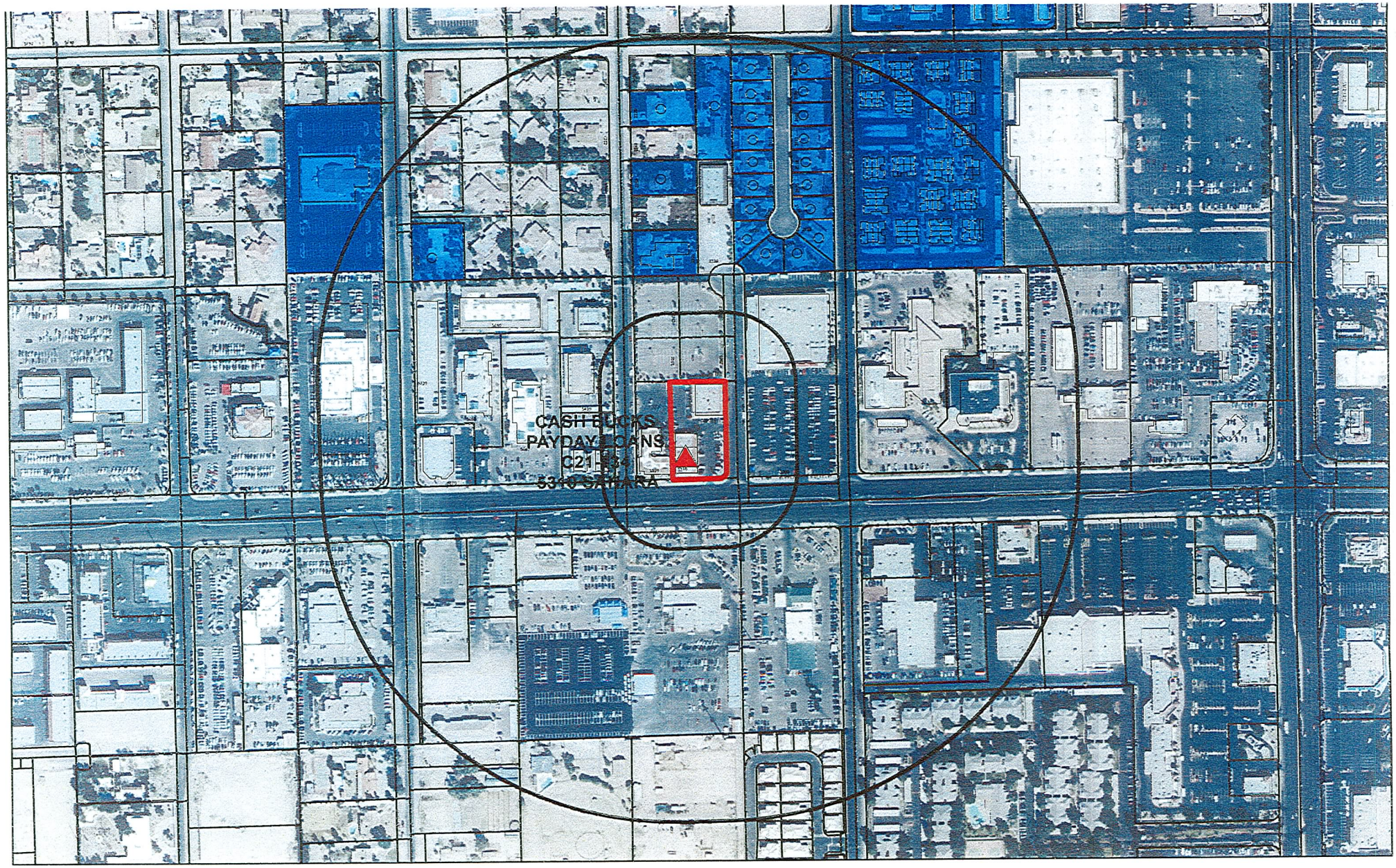
CASE: **SUP-31747**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-31747
Financial Institution

Submitted at Planning Commission

Date 12-18-08 Item 18

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

N

0 260 520 1,040 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-31747 - APPLICANT: PEOPLES LOAN CENTER CORPORATION - OWNER: MARK DRESCHLER

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Financial Institution, Specified use.

2. Conformance to the depicted parking plan approved by Plot Plan (U-0032-82), if approved.

3. A Waiver is hereby approved to allow a Financial Institution, Specified to be located zero feet from a similar use where a 1,000-foot separation is the minimum required.

4. A Waiver is hereby approved to allow a Financial Institution, Specified to be conducted from a location which has 1,050 square feet of floor area where 1,500 square feet is the minimum required.

5. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

6. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or e in the parking lot of the subject property without the appropriate permits.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Financial Institution, Specified with Waivers to allow 1,050 square feet of floor area where 1,500 is required and a zero-foot distance separation to another Financial Institution, Specified where 1,000 feet is required at 5310 West Sahara Avenue, Suite A. As the proposed use fails to comply with the minimum Special Use Permit requirement, staff is recommending denial of this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1982	The City Council approved a Rezoning (Z-0032-82) from N-U (Neighborhood Urban) to C-1 (Limited Commercial) and a Plot Plan for 18,432 Shopping Center and Office building.
12/18/08	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #18/leh).
Related Building Permits/Business Licenses	
11/21/02	A business license (#C21-00134) was issued for a Financial Institution, Specified at 5310 West Sahara, Suite C. The license was marked out of business on 02/06/08.
Pre-Application Meeting	
09/17/08	Requirements for a Special Use Permit application were discussed with the applicant.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
11/06/08	Staff conducted a field check of the subject location and found it to be unoccupied tenant with signage still in place from the previous tenant.

Details of Application Request	
Site Area	
Gross Acres	1.02

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center/Office	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	P-R (Professional Office and Parking)

South	Automotive Dealership	GC (General Commercial) Clark County	C-2 (General Commercial) Clark County
East	Athletic Club	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y*

** The subject property is located within 80 feet of unincorporated Clark County. This meets the criteria of a Project of Regional Significance which must be submitted if a Special Use Permit application is made concerning property within 500 feet of the City boundary with Clark County or North Las Vegas. A Project of Regional Significance has been filed and submitted to the appropriate agencies and no comments have been received.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	1,050 SF	1:250	4	1	5		Y*
Tavern-Limited Establishment	4,050 SF	1:50 Public Seating Area, 1:200 Remaining GFA (Minimum of 10 Required Space)	48	2	14	1	Y*

General Retail Store, Other Than Listed (Less than 3,500 Square Feet)	2,100 SF	1:175 SF	12		3		Y*
Office	11,232 SF	1:300	36	2	33	1	Y*
Subtotal			100	5	55	2*	Y*
TOTAL	18,432 SF		105		57*		Y*

**Per Title 19.10.010 (c) Standards the subject site is considered parking impaired and therefore does not require a Variance for parking. A condition has been added requiring compliance with Plot Plan (U-0032-82) which depicts two handicapped parking spaces on site.*

Waiver		
Request	**Requirement**	**Staff Recommendation**
To allow 1,050 square feet of floor area where 1,500 is required.	1,500 square feet	Denial
To allow a zero-foot distance separation from another Financial Institution, Specified where 1,000 feet is required.	1,000-foot distance separation between Financial Institution, Specified uses.	Denial

Waiver Information for Distance Separation				
Type of Use	Name (License #)	Address	Required Distance	Distance Provided
Financial Institution, Specified	Cash Bucks Payday Loan (C21-00134)	5310 West Sahara Avenue, Suite C	1,000 Feet	0 Feet

ANALYSIS

This is a request for a Special Use Permit for a 1,050 square-foot Financial Institution, Specified with Waivers to allow a zero-foot distance separation from another Financial Institution, Specified where 1,000 feet is required and to allow a 1,050 square foot suite where 1,500 square feet are required at 5310 West Sahara Avenue, Suite A.

- **Zoning**

  The subject property is designated SC (Service Commercial) under the Las Vegas 2020 Master Plan. The SC (Service Commercial) land use classification allows for low to medium intensity retail, office or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics.

  The subject site is zoned C-1 (Limited Commercial). The C-1 (Limited Commercial) District is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) District is consistent with the SC (Service Commercial) category of the General Plan. The proposed use is allowable in a C-1 (Limited Commercial) zoning district with a Special Use Permit.

- **Parking**

  The site plan indicates 57 parking spaces are provided where 105 are required. The subject shopping center was constructed in 1985 and meets the Title 19.10.010 (c) Standard to be considered a Parking Impaired Development. Though no handicapped parking spaces are depicted on the submitted site plan upon further research staff finds two spaces depicted upon the original construction drawings. One space is adjacent to a handicapped accessible ramp near the northeast corner of the Shopping Center and the other adjacent to the southeast corner of the Office building. A condition has been added requiring restriping of these spaces if the spaces are not currently designated handicapped. Title 19.10.010 (c) sets forth the following guidelines for a Parking Impaired Development:

  "A land use or building which is existing on the effective date of this Title and which complied with the applicable parking standards at the time the use or building was established, but which does not comply with the requirement s of this section, shall not be considered a nonconforming use or a non-conforming building; but rather, it shall be considered a "parking-impaired development." The following rules shall apply to the remodeling, alteration, expansion or reuse of parking-impaired developments:

  1. Building permits and certificates of occupancy may be issued for remodeling or structural alterations of parking-impaired developments without requiring compliance with this Chapter, providing that such work does not increase in the number of required parking spaces.

2. For any remodeling, alteration, or expansion of a parking-impaired development that requires an increase in the number of parking spaces, including the expansion of existing buildings or the construction of new buildings, only the increased number of parking spaces shall be required.

3. For any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required."

The proposed use does not require more parking than the previous use, therefore is in compliance with Title 19.10 requirements.

- **Use**

The proposed use as a Financial Institution, Specified requires a Special Use Permit within the C-1 (Limited Commercial) zone. If approved, this application for a Special Use Permit would fulfill that requirement.

Title 19.04 defines the Financial Institution, Specified as:

Any business whose primary function is to:
1. Lend money;
2. Cash checks or other negotiable instruments for a fee, service charge or other consideration; or
3. Provide funds in exchange for the acceptance of a check or post-dated or deferred-deposit basis.

This use includes without limitation a business that provides check cashing, service as a principle service offered, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The term does not include a pawn shop or limited check cashing service, as defined in this Section.

- **Conditions**

Title 19.04.050 lists the following conditions for the Financial Institution, Specified use, adopted by City Council April 21, 2004:

1. The use shall comply with all applicable requirements of Title 6.

2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

3. No temporary signs (as described in Title 19.14.090) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed thirty days.

4. Window signs shall not:
   a. Cover more than twenty percent (20%) of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

6. The building or portion thereof that is dedicated to the use shall have a minimum size of one thousand five hundred square feet, and shall have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

7. No specified financial institution use may be located closer than two hundred feet from any parcel used or zoned for residential use. In addition, no specified financial institution use may be located closer than one thousand feet from any other specified financial institution use, auto title loan use or pawn use. For purposes of this Paragraph (7), distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to lines of fee interest parcels and not leasehold parcels.

The proposed Financial Institution, Specified use fails to meet Condition number 6 as the subject location is 1,050 square feet and also fails to meet Condition number 7 as it is located zero feet from another Financial Institution, Specified where a 1000-foot distance separation is required. The applicant has requested Waivers from each of these conditions. As part of this application for a proposed Financial Institution, Specified fails to comply with the minimum Special Use Permit requirements of Title 19.04; staff recommends denial of this application.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The applicant has requested two Waivers of Title 19.04 distance separation requirements between the use and another Financial Institution, Specified use. Title 19.04 requirements for minimum commercial suite size for the proposed use are 1,500 square feet and the applicant is proposing the use within an approximately 1,050 square foot suite. In addition a business license for a Financial Institution, Specified could be reactivated within the subject shopping center, which would result in two Financial Institution, Specified uses within a relatively compact commercial shopping center. Due to a lack of adequate space to conduct the use in a harmonious and compatible fashion, and the possibility for over saturation of the use within the subject commercial center staff finds the proposed location inappropriate for the use.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is not physically suitable for the type of use, as Title 19.04 requires "a minimum size of one thousand five hundred square feet, and shall have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks)." Staff finds the proposed site inappropriate for the use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The subject site has access to Sahara Avenue, which is designated a 100-foot Primary Arterial Highway and Potosi Street 60-foot Local Collector by the Master Plan of Streets and Highways. These roadways have more than adequate capacity to meet the additional traffic that the proposed use would generate.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed use will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.04.

The use fails to meet two conditions set forth for the use by Title 19.04. Title 19.04 requires a 1,500-foot distance separation between the proposed use and another Financial Institution, Specified use where zero feet is provided. The applicant is also requesting 1,050 square feet of floor space where 1,500 is required by Title 19.04. These Waivers requested indicated the subject site is not a suitable location for the proposed use; therefore denial of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 89 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-31747** APN: 163-01-804-006

Name of Property Owner: OBA TRUST

Name of Applicant: Peoples Loan Centers Corporation

Name of Representative: Jason Earl

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes __X__No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature], FOR PREMIER TRUST, MARK DRESCHLER AS TRUSTEE

Print Name: MARK DRESCHLER

Subscribed and sworn before me

This 4th day of November, 2008

[signature]

Notary Public in and for said County and State

SHERYL J. PETRAKIS
Notary Public State of Nevada
No. 99-58638-1
My appt. exp. Oct. 16, 2011

5310 W SAHARA AVE
LAS VEGAS NV 89146

BUILDING SETBACKS
22 ft. from W. Sahara Ave.
69 ft. from Potosi St.

PARKING
57 Available Spaces
- 48 Standard
- 9 Customers Only
- 0 Compact
- 0 Handicap

ACCESSIBILITY
- 1 Handicap Ramp
(In front of Suite D)

ADJACENT LAND USE
North:
- Athletic Club Parking
- Ronald McDonald House
- Residential
- *O'Bannon Drive*

South:
- *W. Sahara Avenue*
- Saturn of West Sahara

East:
- *Potosi Street*
- Las Vegas Athletic Club

West:
- Dental and Chiropractic Offices
- *Mohawk Street*

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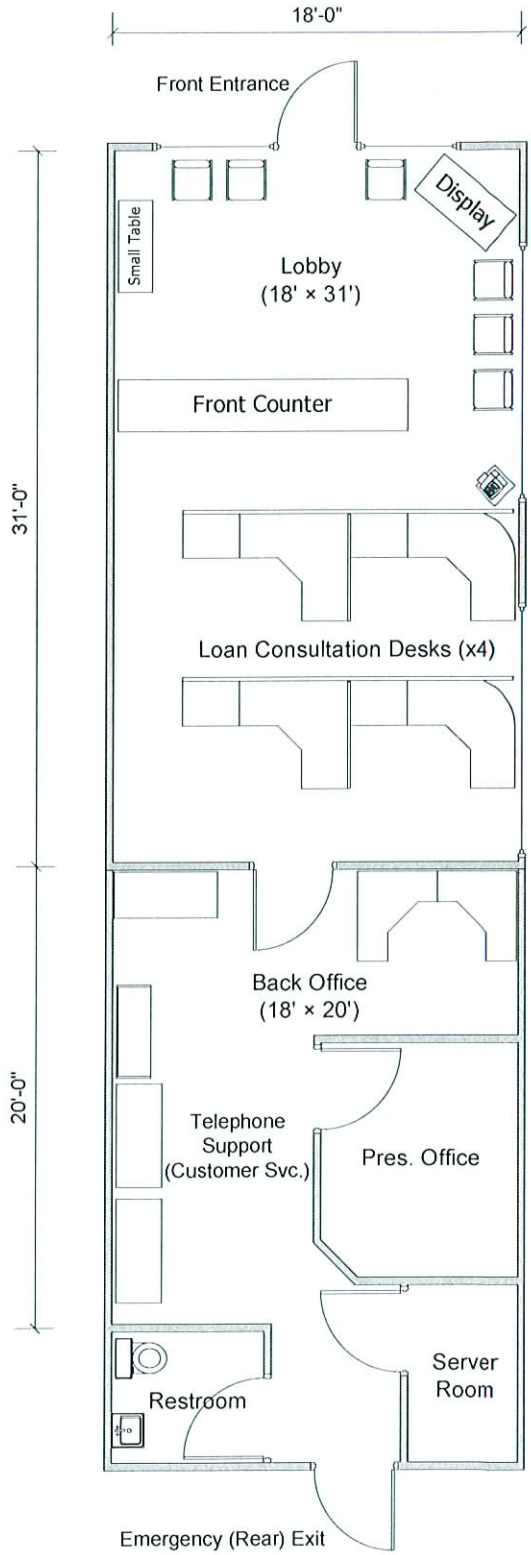
NOV - 4 2008

SUP-31747
12/18/08 PC

5310 W SAHARA AVE STE A
LAS VEGAS NV 89146



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SUP-31747
12/18/08 PC

SUP-31747 - APPLICANT: PEOPLES LOAN CENTER CORPORATION - OWNER: OBA NORIKO TAKADA TRUST
5310 WEST SAHARA AVENUE, SUITE A
DECEMBER 18, 2008 PLANNING COMMISSION

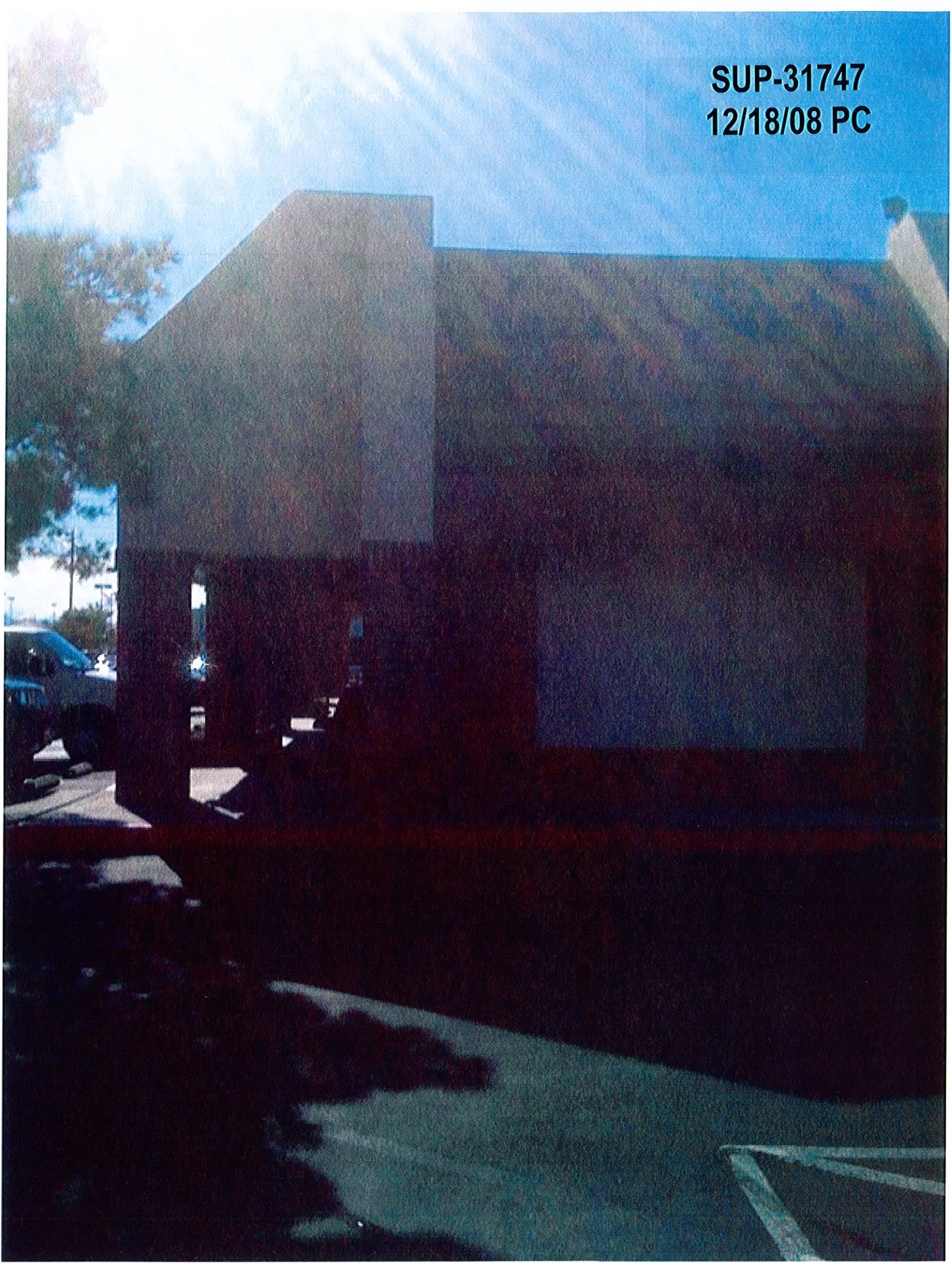
11/06/08

SUP-31747 - APPLICANT: PEOPLES LOAN CENTER CORPORATION - OWNER: OBA NORIKO TAKADA TRUST
5310 WEST SAHARA AVENUE, SUITE A
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SUP-31747
12/18/08 PC

SUP-31747
12/18/08 PC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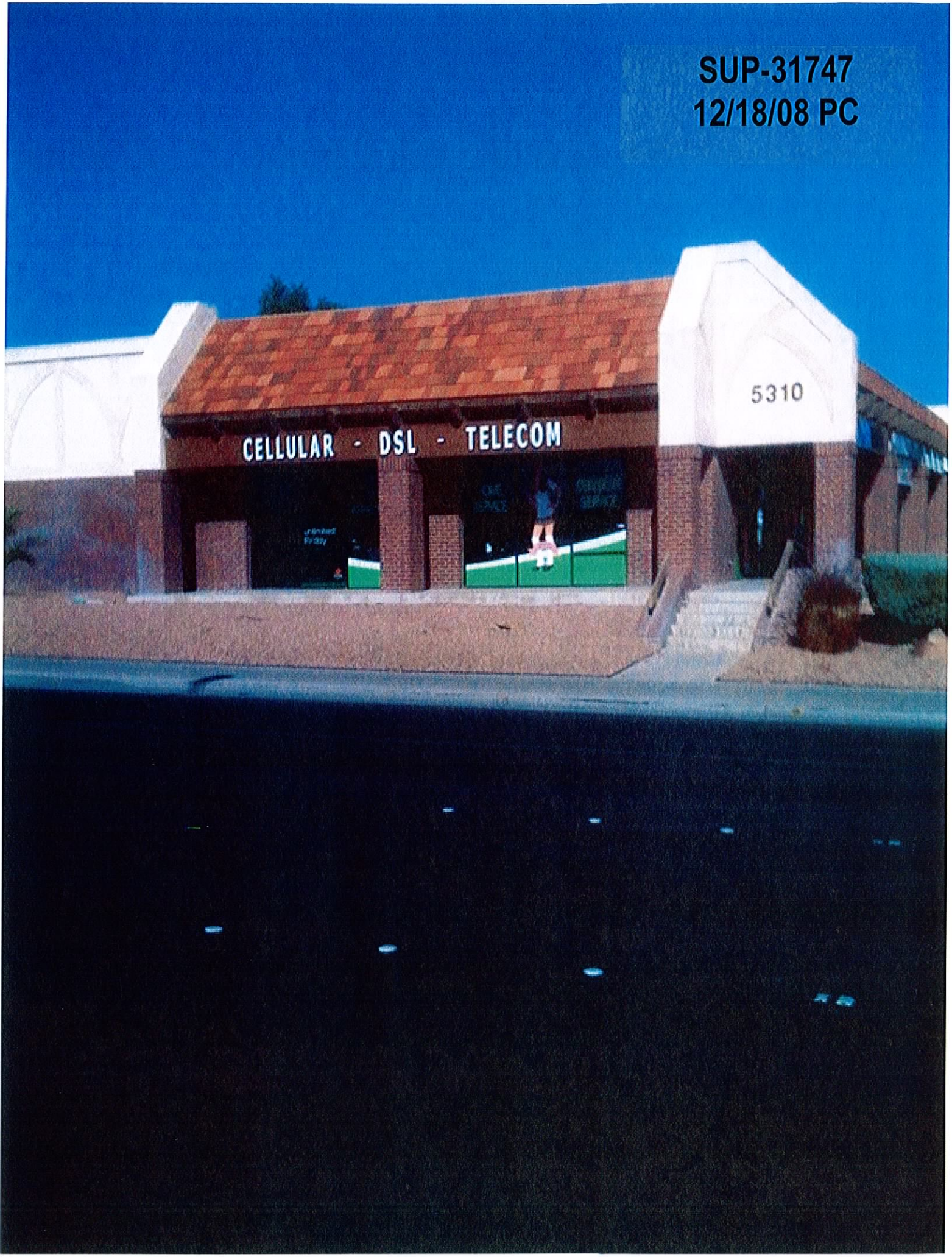
SUP-31747
12/18/08 PC
5310
CELLULAR - DSL - TELECOM

SUP-31747
12/18/08 PC

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12/18/08 PC

SUP-31747
12/18/08 PC
CELLULAR - DSL - TELECOM
5310

SUP-31747
12/18/08 PC

First United
EQUITY CORP.

November 4, 2008

To Whom It May Concern:

First United Equity is asking to open Peoples Loan Centers Corporation at 5310 W Sahara Av, Ste A, Las Vegas, NV 89146. This existing commercial use property would be an excellent site for our proposed project. Providing easy access to the public for our business. The existing site has previously had a loan center in the neighboring retail suites. This site already conforms to the City of Las Vegas Building codes and utilizing the existing infrastructure for utilities, mass transit and public access.

We eagerly anticipate the City of Las Vegas approval to begin operating our business and provide the continued success of the City and surrounding local economy.

Sincerely,

Jason Earl
President

RECEIVED
NOV - 4 2008

5310 W Sahara Av, Ste A Las Vegas, NV 89146
Tel: (702) 547-6446 Fax: (702) 547-3855
Outside Las VegasTel: (888) 676-7243 Fax (888) 676-7203

SUP-31747
12/18/08 PC

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CITY CLERK
2008 DEC 26 P 4:37

Tim C. Aysta Planning & Development
4600 Sunset Rd. Ste. 148
Henderson, Nevada 89014

Phone (702) 275-3784
Fax (702) 407-7744

City of Las Vegas
Planning Department
Las Vegas, Nevada

December 23, 2008

Parcel # 163-01-804-006

To Whom It May Concern:

I am writing this letter to APPEAL for a special use permit that was heard by the Planning Commissioners on December 18, 2008. Item 18 on the agenda application number SUP-31747 – owner: Oba Noriko Takada Trust. The Planning Commissioners denied the use because our building is a few square feet shorter than required by code. At this time there is a Special Use Permit that was granted for the same location, and there have never been any problems. We have other businesses in the same building, and none of them have had problems. We applied for the waiver in order to reduce our office space from 1,100 Sq,Ft. where 1,500 Sq.Ft. is required by code. We don't believe this will have any impact on our customers or the neighborhood. We respectfully ask for the approval of this application. Thank you for your time.

Sincerely,

Tim C. Aysta
Architectural,
Planning & Zoning Consultant

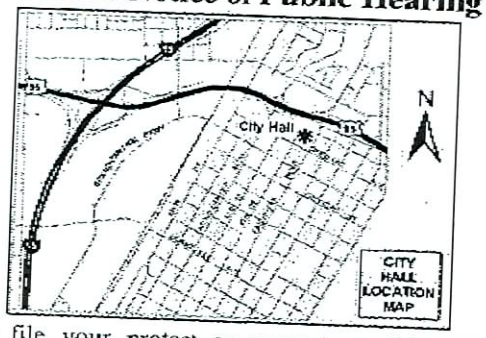
RECEIVED
DEC 26 2008

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-31747

Planning Commission Meeting of 12/18/2008

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIP CODE 89101

16301813002 Case: SUP-31747
KOROWICKI RICHARD & LOLA
2128 MISSION PEAK CIR
LAS VEGAS NV 89146-0341

FAX NO. : 702 221 8114 Dec. 10 2008 10:44AM P1

FROM : KOROWICKI

187

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

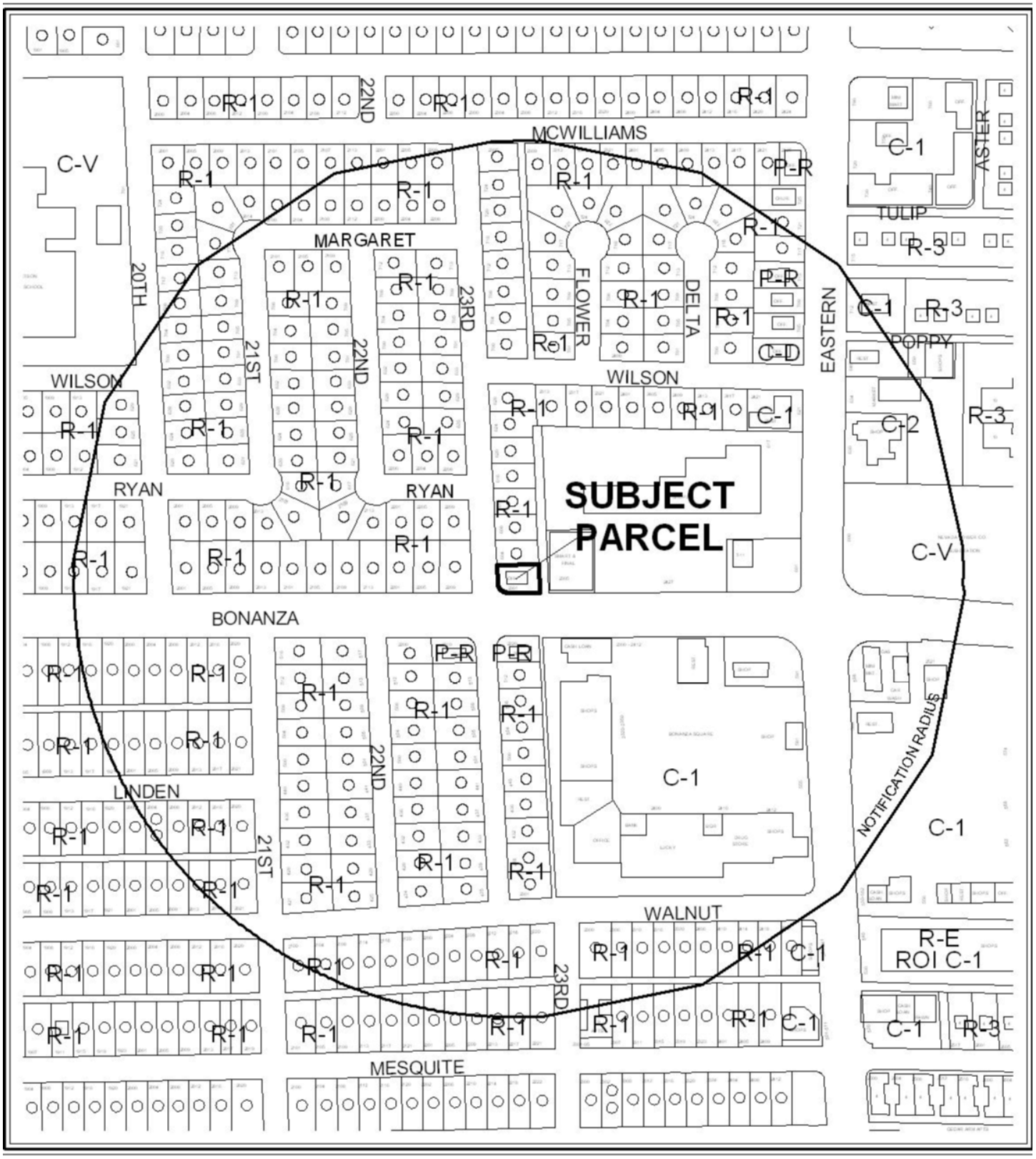
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-31641 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: JUAN ELIAS - Request for a Site Development Plan Review FOR A 1,498 SQUARE-FOOT OFFICE BUILDING CONVERSION WITH WAIVERS TO ALLOW A ONE-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED AND TO ALLOW A FIVE-FOOT LANDSCAPE BUFFER ALONG THE SOUTH AND WEST PERIMETERS WHERE 15 FEET IS REQUIRED on 0.15 acres at 2301 East Bonanza Road (APN 139-26-811-094), N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 12-18-2008 Planning Commission Meeting Item 19



CASE: **SDR-31641**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: N-S (NEIGHBORHOOD SERVICE)

0 500 Feet

CASE: **SDR-31641**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: N-S (NEIGHBORHOOD SERVICE)

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-31641 - APPLICANT/OWNER: JUAN ELIAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-3473) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/30/08, except as amended by conditions herein.

4. A Waiver from Title 19.12.040 is hereby approved, to allow a five-foot landscape buffer along the west and south perimeters where 15 feet is required.

5. A Waiver from Title 19.12.040 is hereby approved, to allow a one-foot landscape buffer along the north perimeter where eight feet is required.

6. An Exception from Title 19.10.010(J)(11)(e) is hereby approved, to allow a one-foot parking lot adjacency to the commercial building where a five-foot sidewalk, landscape planter, or combination of both is required.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: The species of trees and shrubs shall be indicated on a revised landscape plan.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed.

9. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets. The existing rooftop mechanical equipment and duct work shall be screened from view from the existing right-of-way and neighboring properties, per Title 19.08.050(E)(4).

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

14. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveways accessing this site from Bonanza Road and 23rd Street. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first.

17. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a 1,498 square-foot office building conversion with Waivers to allow a one-foot landscape buffer along a portion of the north perimeter where eight feet is required and to allow a five-foot landscape buffer along the south and west perimeters where 15 feet is required on 0.15 acres at 2301 East Bonanza Road. The applicant obtained approval for a Rezoning (ZON-3473) on the subject property from R-1 (Single Family Residential) to N-S (Neighborhood Service) on 03/17/04, and is now requesting to convert the structure to an office building. Due to existing site constraints, existing building placement and parking requirements typical of residential-to-office conversions, the applicant has requested Waivers of the landscape buffer requirements. Staff can support the Waiver requests as they have been requested in order to accommodate required onsite parking. Additionally, all required landscape which has been displaced by the Waivers requested has been accommodated onsite within available areas; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/17/04	The City Council approved a request for a General Plan Amendment (GPA-3470) to Amend a portion of the Southwest Sector of the General Plan from L (Low Density Residential) to SC (Service Commercial) and a request for a Rezoning (ZON-3473) from R-1 (Single Family Residential) to N-S (Neighborhood Services) with a Waiver to allow a 68-foot wide lot where 100 feet is required on 0.15 acres adjacent to the northeast corner of Bonanza Road and Twenty-Third Street. The Planning Commission and staff recommended denial of these requests.
03/17/04	The City Council tabled a request for a Site Development Plan Review (SDR-3475) for a proposed commercial building and a Waiver of the perimeter landscaping requirements on 0.15 acres adjacent to the northeast corner of Bonanza Road and 23rd Street. The Planning Commission and staff recommended denial of this request.
08/19/04	A Code Enforcement complaint (#20217) was processed for refuse/waste code, vehicular, weeds/grass, business license and unpainted/deteriorated surface code violations. The case was resolved 01/05/05.
02/24/05	A Code Enforcement complaint (#26348) was processed for weeds/grass code violations. The case was resolved 03/08/05.
08/02/05	A Code Enforcement complaint (#33184) was processed for refuse and waste, litter, weeds/grass and building code violations. The case was resolved 08/26/05.

03/06/06	A Code Enforcement complaint (#39006) was processed for vehicle, signage and weeds/grass code violations. The case was resolved 04/14/06.
09/12/06	A Code Enforcement complaint (#46169) was processed for vehicle code violations. The case was resolved on 10/17/07.
12/26/06	A Code Enforcement complaint (#48801) was processed for vehicle code violations. The case was resolved on 01/17/07.
05/22/08	The Planning and Development Department conducted a field check at 2301 East Bonanza Road, in which a business was observed operating from a building which had not yet received an approved Site Development Plan Review. The case was turned over Code Enforcement, who provided the property owner direction on submitting a Site Development Plan Review to the Planning and Development Department.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #19/dc).
Related Building Permits/Business Licenses	
10/22/04	A building permit (#04020800) was issued for a door replacement. The permit received final approval on 10/27/04.
02/27/06	A business license (#A23-01964) was issued for a tax preparation service at 2301 East Bonanza Road. The license is still active.
06/22/07	A building permit (#22801) was issued for commercial driveways/curb cuts at 2301 East Bonanza Road. The permit received final approval on 07/31/08.
10/17/07	A building permit (#07002918) was issued for a freestanding sign. The permit received final approval on 11/21/07.
06/18/08	Business licenses (#P06-00835 and #P20-00196) for a digital photography studio and photography sales at 2301 East Bonanza Road were placed into pending status until a Site Development Plan Review has been approved.
Pre-Application Meeting	
10/20/08	A pre-application meeting was held with the applicant where the requirements for submitting a Site Development Plan Review were discussed.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
11/06/08	A field check was performed by staff at the subject property. The site contained an unfinished concrete parking lot, minimally landscaped planters, some graffiti on the landscape curbs and a pole sign advertising a tax service and a photography studio. An 'open' sign was noted on the front door of the building.

Details of Application Request	
Site Area	
Gross Acres	0.14

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	SC (Service Commercial)	N-S (Neighborhood Service)
North	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Retail	L (Low Density Residential)	P-R (Professional Offices and Parking)
East	Shopping Center	O (Office)	C-1 (Limited Commercial)
West	Single-Family Residence	SC (Service Commercial)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	6,379 SF	N/A
Min. Lot Width	68 Feet*	68 Feet*	Y*
Min. Setbacks			
• Front	25 Feet	30 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	17 Feet	Y
• Rear	25 Feet	25 Feet	Y
Max. Lot Coverage	30%	23.4%	Y
Max. Building Height	15 Feet or a 3:1 Setback From Adjacent Residential	10 Feet	Y
Trash Enclosure	Screened, Enclosed	Curbside Garbage Pick-Up	Y**
Mech. Equipment	Screened	Unscreened	N***

* Rezoning (ZON-3473) was approved with a Waiver to allow a 68-foot wide lot where 100 feet is the minimum width required.

** The applicant has provided a letter from Republic Services stating that curbside garbage pick-up is acceptable at the subject location.

*** A condition has been added requiring the applicant to provide screening for the exposed rooftop mechanical equipment.

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/ 6 Spaces	1 Tree	1 Tree	Y
Buffer: Min. Trees	1 Tree/20 Linear Feet	10 Trees	10 Trees	Y
TOTAL		11 Trees	11 Trees	Y
Min. Zone Width (Street Frontages) (North)	15 Feet 8 Feet		5 Feet 1-Foot	N* N*
Wall Height	6-8 Feet		6 Feet	Y

* The applicant has requested Waivers to allow a five-foot landscape buffer along the west and south perimeters where 15 feet is required and to allow a 1-foot landscape buffer along the north perimeter where eight feet is required.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Personal Service	1,498 SF	1/250 SF	5	1	5	1	Y
TOTAL	1,498 SF		6		6		Y

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow a five-foot landscape buffer along the south and west perimeter	15-foot landscape buffer along the south and west perimeter	Approval
To allow a one-foot landscape buffer along a portion of the north perimeter	Eight-foot landscape buffer along the north perimeter	Approval

Exceptions		
Request	**Requirement**	**Staff Recommendation**
To allow a one-foot parking lot buffer between the parking area and building	A minimum five-foot wide landscape buffer, sidewalk, or combination of both	Approval

ANALYSIS

- **Land Use and Zoning**

  The subject site is located within the Southeast Sector of the General Plan with a land use designation of SC (Service Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

  The subject property is zoned N-S (Neighborhood Service). The purpose of the N-S (Neighborhood Service) district is to provide for the development of convenience retail shopping, service and professional offices principally serving neighborhood needs and compatible in scale, character and intensity with adjacent residential development. This district is intended to be located at intersections of streets designated as collector or larger. The N-S (Neighborhood Service) district should also be used as a buffer between residential and more intense retail/commercial uses. The N-S (Neighborhood Service) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

- **Site Plan**

  The site is located at the northeast corner of Bonanza Road and 23rd Street. The site plan indicates an existing single-story 1,498 square-foot building which is located at roughly the center of the subject property. The existing structure is a 1,506 square-foot single-family residence, in which the applicant is proposing to remove a small portion of the western half of the structure to accommodate the parking area, creating a 1,498 square-foot commercial building. The remainder of the structure will retain the original footprint of the single-family residence and maintain all existing setbacks.

The site is accessed from two driveways, one fronting Bonanza Road and one fronting 23rd Street. The applicant is providing six parking spaces where six are required, including one handicapped van accessible space. The five standard parking spaces will be located on the west half of the lot, which will be accessed from a 24-foot wide driveway fronting 23rd Street. An existing, permitted freestanding sign is located between the two parking spaces which front Bonanza Road, reducing the width of one space from nine feet to eight feet, creating a singular compact parking space, which is compliant with Title 19.10.010(J)(2)(a).

The van accessible handicapped parking space will be located at the southeast corner of the site, and will be accessed via a 30-foot wide driveway fronting Bonanza Road. There does not appear to be sufficient room to allow for onsite maneuvering with this parking space, and the Public Works Department has requested that this parking area be redesigned so as not to allow onsite parking to back into the Bonanza Road public right-of-way. A condition has been added by the Public Works Department which requests the applicant to meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits. Staff notes that the site is limited in area in which to accommodate required parking, and access cannot be obtained from the existing alley to the east as the existing utility easements prevent access.

Additionally, the site plan indicates the proposed parking lot along the west side of the building and the handicapped parking space adjacent to the east side of the building will have a one-foot buffer between the building and the parking lot, where Title 19.10.010(J)(11)(e) requires a minimum five-foot landscape buffer, sidewalk, or combination of both. The applicant has requested an Exception to this requirement, in order to accommodate a five-foot landscape buffer adjacent to 23rd Street as well as to accommodate a 24-foot wide drive aisle within the western parking lot area. On the east side of the building, the stand alone handicapped parking lot occupies a majority of the width of the rear yard area, leaving little area for a buffer. Staff can support this request as the addition of a five-foot sidewalk or landscape buffer would reduce the already reduced five-foot landscape buffer width along 23rd Street, and lack of available area after accommodating the required van accessible handicapped space on the east side of the building prevents the required five-foot parking lot buffer from being placed.

- **Landscape Plan**

  The landscape plan submitted depicts a five-foot landscape buffer along the south and west perimeters, adjacent to 23rd Street and Bonanza Road, and a one-foot landscape buffer along a portion of the north perimeter. The east perimeter is located adjacent to an existing alleyway. Title 19.12 does not require landscape or buffer zones adjacent to alleys and none are provided in this area. The applicant has requested a Waiver to allow a five-foot landscape buffer along the south and west perimeters where 15 feet is required, and to allow a one-foot landscape buffer along a portion of the north perimeter where eight feet is required in order to accommodate required parking per Title 19.04 and Title 19.10. Staff can support the Waiver request as the subject property is limited in room in which to accommodate the required parking.

  Landscape material has been provided within the buffer zones which meet the requirements of Title 19.12 by providing a total of 11 trees where 11 trees are required. Any tree which has been eliminated due to a reduced landscape buffer width has been provided for elsewhere on site within available landscape areas. A total of four, five-gallon shrubs have been provided for each tree, and ground cover consisting of 7/8-inch rock will be provided. The plans do not indicate the proposed species of trees and shrubs; however, a condition has been included which requires the applicant to submit a revised landscape plan which indicates the proposed plant species.

- **Elevations**

  The provided elevations for the proposed building indicate a single-story structure approximately 10 feet in height. The elevations indicate the structure will retain a single-family residential character, and will not receive substantial changes from its current appearance. The north, east, and west elevations will contain only windows while the south elevation, which fronts Bonanza Road, will contain two ingress/egress doors. The drawings indicate the building will have a stucco finish, and utilize a three-tone color scheme consisting of Frazee colors Honeywind, Elkhorn Cactus, and Greek Olive.

  At the time staff performed a site visit to the subject property, it was noted that rooftop mechanical equipment is located on this structure, and a long run of ductwork was readily visible along the western portion of the roof. Title 19.08.050(E)(4)(c) requires mechanical equipment to be concealed from view of public rights-of-way and neighboring properties from street level within one hundred feet of the property boundary. A condition has been included which requires the applicant to provide screening for the existing rooftop mechanical equipment.

Floor Plan

The floor plan for the office conversion depicts two lobby areas, a photo studio, four offices and two restrooms. Both lobby areas will front Bonanza Road and utilize the two existing doorways, while the photo studio will be located at the center of the building. The north, east and west perimeters of the building will be lined with the four proposed private offices. Existing four and five-foot windows will be utilized around the perimeter of the building and the existing doorways fronting Bonanza Road will remain. The floor plan also indicates that the applicant will provide three-foot wide doorways to areas of the interior of the building accessible to the public and 30-inch doorways to non-accessible private offices.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

   The proposed development is compatible with adjacent development and development in the area as the proposed use consisting of a Photography Studio will have a low impact on the existing neighborhood. The traffic generated from this use will be minimal in nature and not create a nuisance to the surrounding properties.

2. **"The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;"**

   The proposed development is consistent with the requirements of the General Plan and generally consistent with the requirements of Title 19. The applicant has requested Waivers of the landscape buffer requirements in order to accommodate parking per Title 19.04 and 19.10, which staff can support as the subject property has a limited lot width in which to accommodate required parking.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

   The site is accessed from Bonanza Road, a 100-foot Primary Arterial, according to the Master Plan of Streets and Highways, and 23rd Street, a 60-foot wide Local Street, according the Master Plan of Streets and Highways. The traffic generated from this development will be minimal and not have a negative impact on the surrounding neighborhood or adjacent roadways.

4. **"Building and landscape materials are appropriate for the area and for the City;"**

   The building maintains a residential character with a stucco finish that is appropriate for the area as it is surrounded to the north and west by existing single-family residences. The landscape material was not indicated on the landscape plan; therefore staff cannot determine if the material is appropriate or not.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

   The building elevations, design characteristics and other architectural features are not undesirable or obnoxious in appearance, as the building is similar in appearance to the surrounding single-family homes to the north and west. The mechanical equipment currently located on the roof is unsightly in appearance and a condition has been added requiring the applicant to provide adequate screening in compliance with Title 19.08.050(E)(4).

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

   The proposed office building conversion will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections during construction and renovations.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions on the record at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 11

SENATE DISTRICT 2

NOTICES MAILED 292 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-31641** APN: 139-26-811-094

Name of Property Owner: JUAN J ELIAS

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Juan J Elias

Print Name: JUAN J ELIAS

Subscribed and sworn before me

This 30 day of October, 2008

Maria A. Solis

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 05-105049-1
My Appt. Expires 4/28/2009

PLANTIN LEGEND	
	24" BOX TREE
	8 PINE TREE
	5 GALLON SHRUBS
GROUND COVER: 1/8" ROCKS	

PARKING TABLE
1/250 SF
1,498 SF = 6 SPACES

R~1

C~1

N

PROPERTY LINE

105'

EXIST. SIDE WALK

9' 9'

16' WIDE LANDSCAPE BUFFER LINE

18'

9'

18'

35'00"

10' SIDE SETBACK LINE

70'06"

EXIST. CMU WALL

8' 9' 5'

25' REAR SETBACK LINE

29'08"

39'08"

PARKING LOT
4" CONCRETE OVER
6" COMPACTED TYPE II

24'

68'03"

15' CORNER SIDE SETBACK LINE

BUILDING
1,498 SF

18'

ALLEY

11'

10'

25' FRONT SETBACK LINE

46'

3' DOOR

3' DOOR

4" CONCRETE OVER
6" COMPACTED TYPE II

8' 9'

15'

15' WIDE LANDSCAPE BUFFER LINE

6'

5'

8'

SIGN

RAMP UP 5%

EXIST. SIDE WALK

105'

18'

PROPERTY LINE

23RD ST.

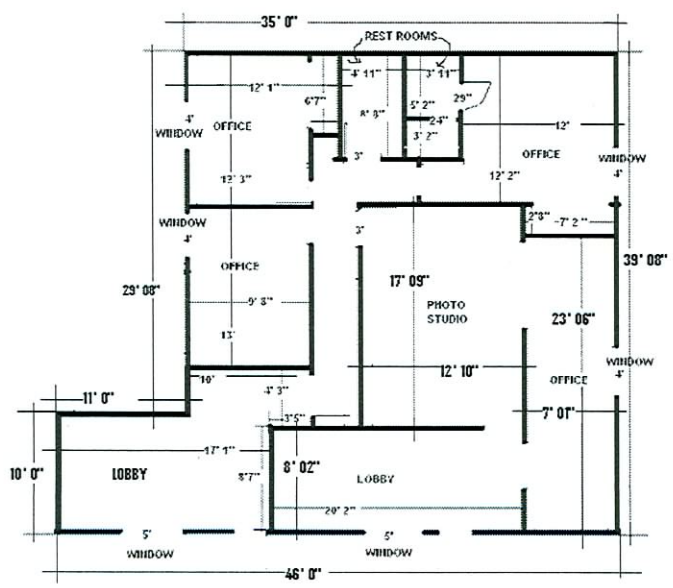
BONANZA RD.

RECEIVED
OCT 30 2008

SDR-31641
12/18/08 PC
2301 E. BONANZA RD.

SITE/LANDSCAPE		
SCALE: 1/8" : 1'	APPROVED BY:	DRAWN BY
DATE: 9/23/08		REVISED
PHOTO STUDIO		PROJECT
OWNER: JUAN ELIAS		DRAWING NUMBER 1

TWENTY THIRD STREET



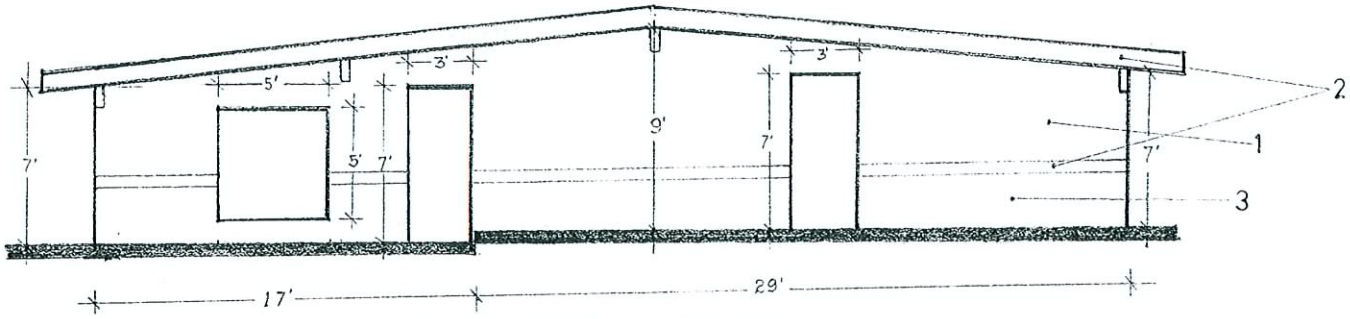
ALLEY WAY

BONANZA RD.

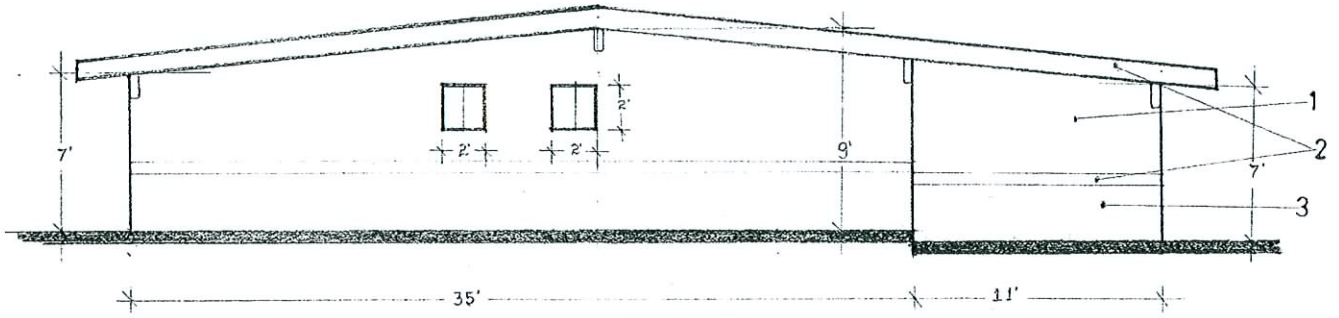
RECEIVED
OCT 30 2008

FLOOR PLAN		ADDRESS: 2301 E. BONANZA RD.
PROYECT: PHOTO STUDIO		OWNER: JUAN ELIAS
SCALE:	REVISED:	APPROVED BY: SDR-31641
DATE:	DRAWING NUMBER:	

12/18/08 PC



SOUTH ELEVATION



NORTH ELEVATION

COLORS LEGEND

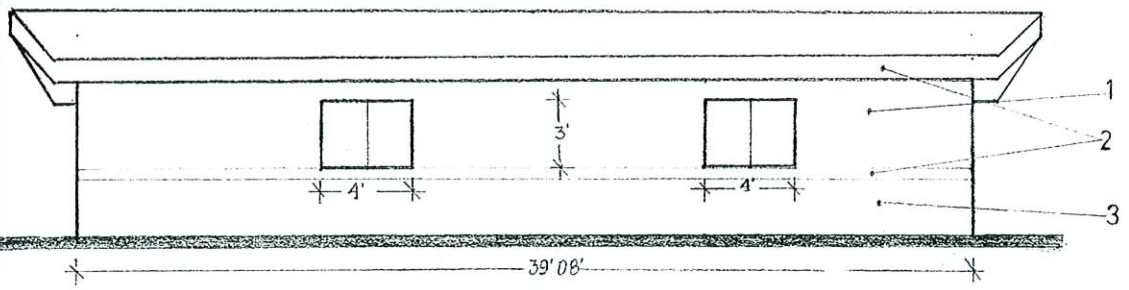
1 FRAZEE EW055W HONEYWIND

2 FRAZEE 8654M ELKHORN CACTUS

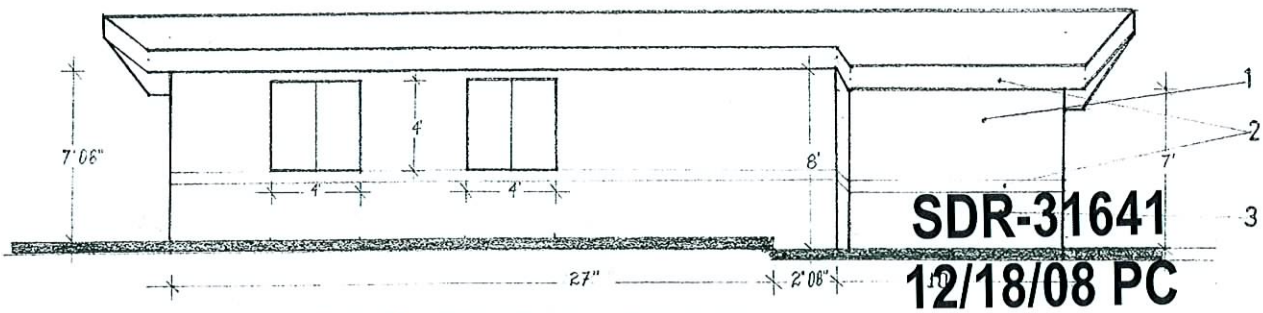
3 FRAZEE 8656N GREEK OLIVE

BUILDING MATERIAL: STUCCO

RECEIVED
OCT 30 2008



EAST ELEVATION



WEST ELEVATION

SDR-31641
12/18/08 PC

2301 E. BONANZA RD.

ELEVATIONS

SCALE: 1/4"= 1'

DATE: 9/23/08

APPROVED BY:

DRAWN BY:

REVISED

OWNER: JUAN ELIAS

PROJECT: PHOTO STUDIO

DRAWING NUMBER: 2

SDR 31641

Juan Elias

2301 East Bonanza Road

Proposed 1.5 thousand square foot photo studio.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.5	11.01	17
AM Peak Hour			1.55	2
PM Peak Hour			1.49	2
(heaviest 60 minutes)				

Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1.5	9.57	14
AM Peak Hour			0.75	1
PM Peak Hour			1.01	2
(heaviest 60 minutes)				

Net Increase	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.5		3
AM Peak Hour				1
PM Peak Hour				0
(heaviest 60 minutes)				

Existing traffic on all nearby streets: count data not available for 23rd Street

Bonanza Rd.	
Average Daily Traffic (ADT)	28,059
PM Peak Hour	2,245
(heaviest 60 minutes)	

Eastern Ave.	
Average Daily Traffic (ADT)	45,147
PM Peak Hour	3,612
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:				
	Existing Street Capacity			
Bonanza Rd.	32775			
Eastern Ave.	51800			
This project will add approximately 3 trips per day on Bonanza Rd. and Eastern Ave. This will increase expected volumes by less than 1 percent on both of these streets. Currently Bonanza is at about 86 percent of capacity and Eastern is at about 87 percent of capacity.				
Based on Peak Hour use, this development will add roughly 3 additional cars into the area; which works out to about 1 every 20 minutes.				
Note that this report assumes all traffic from this development uses all named streets.				

SDR-31641 - APPLICANT/OWNER: JUAN ELIAS
2301 EAST BONANZA ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

SDR-31641 - APPLICANT/OWNER: JUAN ELIAS
2301 EAST BONANZA ROAD
DECEMBER 18, 2008 PLANNING COMMISSION

11/06/08

JUAN J. ELIAS
2301 E. Bonanza Rd
Las Vegas, Nv. 89101

CITY OF LAS VEGAS
Planning & Development Department

Dear Gentlemen

JUSTIFICATION LETTER

I am requesting a Site Development Plan Review for a proposed commercial building and a waiver of the perimeter landscaping requirements to allow for a 5' landscape buffer on the west perimeter, a 3' buffer on the south a 2' landscape buffer on the north, to accomodate parking; on 0.15 acres adjacent to the northeast corner of Bonanza Rd. and 23rd street (APN: 139-26-811-094), R-1 (Single Family Residential) Zone [PROPOSED: N-S (Neighborhood Service)].

The above request is to offer services in this location to our Hispanic Comunity, due to there is a great percentage of them in this area.

Sincerily

Juan J. Elias.

SDR-31641
12/18/08 PC

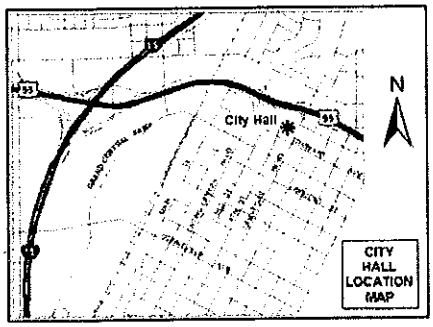
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39[4]
0004239954 DEC 05 2008
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
DEC 16 2008

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-31641
13935512020
LOPEZ RANDOLPH J
4818 E MOHAVE
LAS VEGAS NV 89104-5829

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-31641
Planning Commission Meeting of 12/18/2008

Submitted after final agenda
Date 12-16-08 Item 19

19A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-31749 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: LIVEWORK, LLC; FC VEGAS 20, LLC; AND FC VEGAS 39, LLC - Request for a Site Development Plan Review FOR A 303,085 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS, BUILD-TO LINE REQUIREMENTS, AND AERIAL ENCROACHMENT LIMITATION on 4.2 acres at the northwest corner of South 1st Street and Clark Avenue (APNs 139-34-210-007 through 013, and 139-34-210-019 through 023), C-2 (General Commercial) Zone and C-M (Commercial/Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

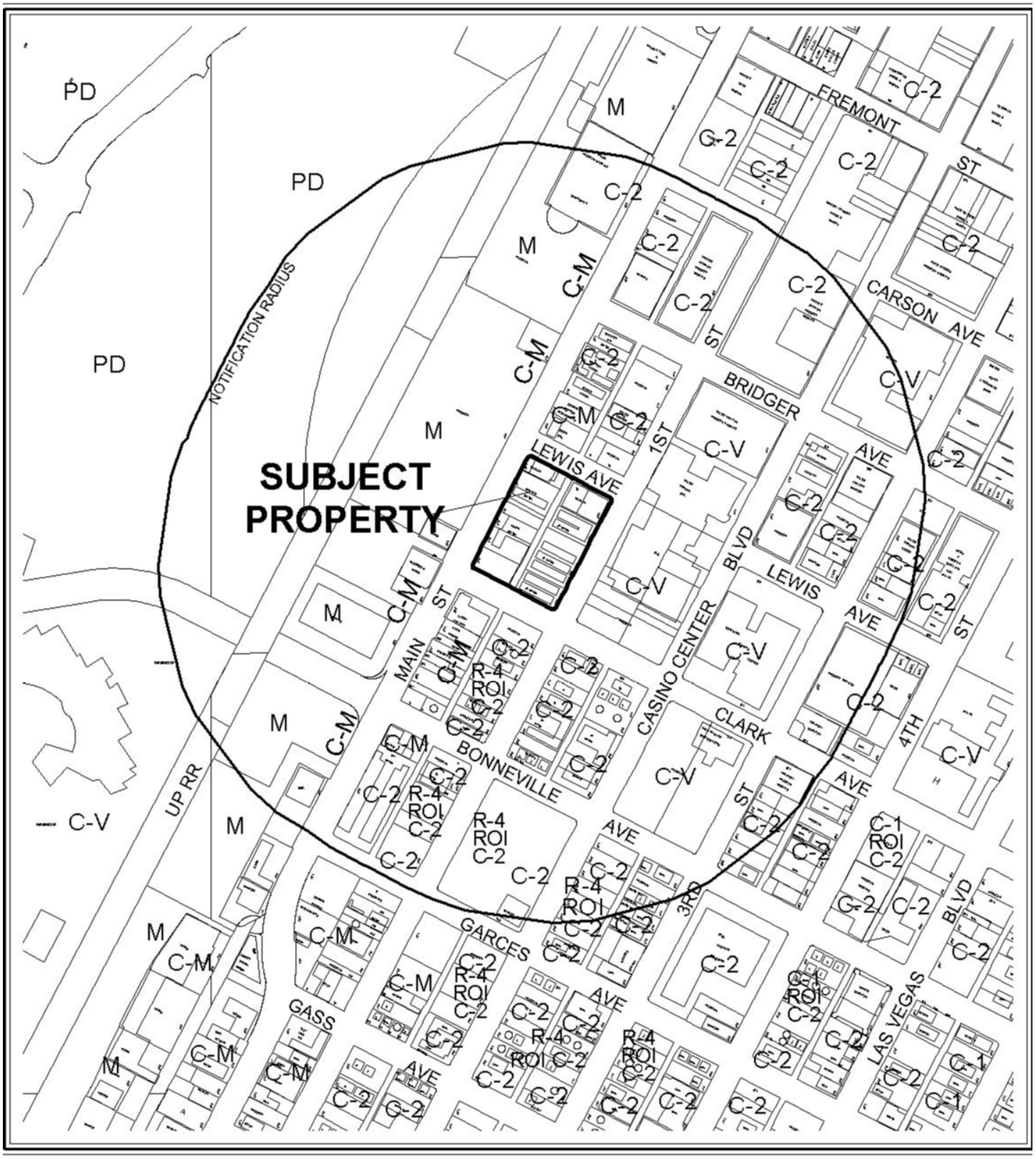
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 400 800 Feet

CASE: **SDR-31749**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

0 400 800 Feet

CASE: **SDR-31749**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-31749 - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: LIVEWORK, LLC; FC VEGAS 20, LLC; AND FC VEGAS 39, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the full-size site plan, date stamped 11/19/08, and the landscape plan, floor plans and building elevations, date stamped 11/04/08, except as amended by conditions herein.

3. A Waiver from the Downtown Centennial Plan is hereby approved, to allow less than 70% of the building to be located directly at the frontage lines of the property in accordance with the submitted site plan.

4. A Waiver from the Downtown Centennial Plan is hereby approved, to omit the required streetscape treatment adjacent to the plaza area on the Clark Avenue frontage of the property in accordance with the submitted landscape plan.

5. A screen fence shall be provided between the surface parking lot and the pedestrian sidewalk along the Lewis Avenue frontage of the property in accordance with the requirements of the Downtown Centennial Plan.

6. The development shall obtain LEED-Silver level minimum certification in accordance with the USGBC program prior to the issuance of a Certificate of Occupancy, as stipulated by Resolution R-81-2006, adopted by City Council on 18 October 2006.

7. Additional parking facilities, to be reviewed and approved by the City of Las Vegas by means of a Site Development Plan Review application, shall be provided for the proposed development prior to the issuance of a Certificate of Occupancy.

8. Any ramps or stairs necessary to address differences in height between the finished grade of the public sidewalk and finished floor elevation of the building shall be accommodated on site and shall not encroach into the public right-of-way. A single stair and or ramp on the First Street side may be considered by Planning and Development and Public Works if there is a physical impediment fully complying with this requirement.

9. A public sidewalk with a minimum width of 10 feet and a five-foot deep amenity zone directly adjacent to the curb is required along all street frontages in accordance with the Downtown Centennial Plan. The entire 10-foot width of the sidewalk shall not exceed a 2% slope. The sidewalk shall include a decorative paving treatment at the intersections, with the exception of the public plaza area at the intersection of Clark Avenue and 1st Street.

10. Palm trees shall be installed in the public right-of-way on north/south streets at a maximum spacing of 30 feet on center in accordance with the Downtown Centennial Plan. The palm trees shall have a minimum height of 25 feet upon installation, as measured to the top of the brown trunk.

11. Shade trees shall be installed in the public right-of-way on east/west streets at a maximum spacing of 15-20 feet on center in accordance with the Downtown Centennial Plan. Minimum tree size shall be a 36-inch box size.

12. New street light fixtures, benches, and trash receptacles shall be installed in public rights-of-way abutting the site in accordance with specifications provided by the Public Works Department, and shall conform to the design of the light fixtures and street furniture in the Downtown Centennial Plan area.

13. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall be revised to include shade trees in conformance with the varieties specified in the Downtown Centennial Plan.

14. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

15. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 34% (as defined by the National Institute of Standards and Technology).

16. All mechanical equipment, utility appurtenances, air conditioners and trash areas shall be fully screened from street level and surrounding building views in accordance with the requirements of the Downtown Centennial Plan and all other applicable regulations. Service areas shall be screened from pedestrian or street view. Above-ground utility appurtenances shall not be located within amenity zones, sidewalk areas or pedestrian easement. Any above ground backflow preventers shall be fully landscaped on all sides.

17. Any new utility or power service line provided to the parcel shall be placed underground from the property line to the point of on-site connection or on-site service panel location, in accordance with the Downtown Centennial Plan.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

19. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of the building shall be shielded and shall be downward-directed.

20. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

21. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Petition of Vacation VAC-19235 shall record prior to the issuance of any building permits for this site.

24. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting the Downtown Centennial Plan concurrent with development of this site.

25. Landscape and maintain all unimproved rights-of-way, if any, on Main Street, Lewis Avenue, 1st Street and Clark Avenue adjacent to this site.

26. Submit an Encroachment Agreement for all landscaping and private improvements located in the Main Street, Lewis Avenue, 1st Street and Clark Avenue public rights-of-way adjacent to this site prior to occupancy of this site.

27. Coordinate with the Department of Public Works to determine the appropriate method (e.g. Encroachment Agreement, Grant of Easement, etc.) to accommodate the proposed balcony extension encroaching into the Main Street right-of-way prior to approval of construction drawings. Comply with the recommendations of the Department of Public Works prior to the issuance of any permits for this site.

28. Coordinate with the Collection System Planning section of the Department of Public Works for the connection location to the public sewer system prior to the submittal of any construction drawings.

29. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

30. Site development to comply with all applicable conditions of approval for ZON-30369 and all other site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a 303,085 square-foot office building with Waivers from the Downtown Centennial Plan streetscape requirements, build-to line requirements, and aerial encroachment limitation on 4.2 acres at the northwest corner of South 1st Street and Clark Avenue.

The proposed development is generally found to be consistent with all development standards. Additional parking facilities will need to be provided for the development; the City of Las Vegas is pursuing the development of a parking structure on the west side of Main Street in order to satisfy the parking demand. Minor issues of compliance with development standards can be satisfied through adherence to the proposed conditions of approval; consequently, approval of the application is recommended.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/64	The City Council approved a Rezoning (Z-0100-64) to reclassify property, including the subject parcels, in the area generally bounded by Main Street, Bonanza Road, Las Vegas Boulevard and Charleston Boulevard from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial) and C-V (Civic) to C-2 (General Commercial).
04/04/07	The City Council approved a Vacation (VAC-19235) of the 20-foot north/south alley located within the subject block. The Planning Commission recommended approval of the request on 8 March 2007.
11/19/08	The City Council approved a Rezoning (ZON-30369) for a portion of the subject property from C-M (Commercial/Industrial) to C-2 (General Commercial). The Planning Commission recommended approval of the request on 23 October 2008.
12/18/08	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #21/ff).
Related Building Permits/Business Licenses	
01/01/51	A Business License (#M08-00142) was issued for a Motel at 415 S. Main Street. The license remains active.
01/01/51	A Business License (#A07-00678) was issued for Apartments at 425 S. Main Street. The license remains active.
01/01/51	A Business License (#A07-00688) was issued for Apartments at 428 S. 1st Street. The license remains active.
01/01/51	A Business License (#A07-00721) was issued for Apartments at 410 S. 1st Street. The license remains active.

01/29/96	A Non-Work C of O (#L-1138-96) was issued for the property at 401 S. Main Street. The permit expired 03/03/96.
10/04/99	A Building Permit (#L-4144-99) was issued for a block wall on the property at 415 S. Main Street. The permit was completed on 10/14/99.
05/11/01	A Non-Work C of O (#L-3669-01) was issued for the property at 401 S. Main Street. The permit was completed on 05/14/01.
06/04/03	A Business License (#G02-00631) was issued for a Garage – Minor Auto Repair at 401 S. Main Street. The license was marked out on 11/21/06.
04/23/07	A Business License (#G02-00777) was issued for a Garage – Minor Auto Repair at 422 S. 1st Street. The license was marked out on 08/02/07.
Pre-Application Meeting	
10/24/08	At the pre-application conference, issues were discussed relative to the streetscape treatment, façade treatment at the ground-floor level, on-street parking, and screening of the utilities and service area. The applicant noted that they would be requesting an aerial encroachment at the seventh floor of the building; they were advised that encroachments are not permitted by the Downtown Centennial Plan, and that approval of a separate encroachment agreement would necessary.
Neighborhood Meeting	
N/A	A neighborhood meeting is not required, nor was one held.

Field Check	
11/26/08	A field check was conducted of the subject properties. The structures at 400 S. 1st Street and 401 S. Main Street were noted to be vacant, with chain link fencing surrounding both properties to prevent access. The motel at 415 S. Main Street and the apartments at 410-428 S. 1st Street are occupied and in use. Although a Vacation (VAC-19235) has been approved for the alley on the block, the alleyway is still accessible to traffic, and overhead power lines are still in place.

Details of Application Request	
Site Area	
Net Acres	2.71 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multifamily Residential Use, Motel Use	C (Commercial)	C-2 (General Commercial)
North	Service Station Use, Parking Lot Use	C (Commercial)	C-M (Commercial/Industrial); C-2 (General Commercial)

South	Auto Parts Use, Parking Lot Use	C (Commercial)	C-M (Commercial/Industrial); C-2 (General Commercial)
East	Custodial Institution Use, Parking Lot Use	PF (Public Facility)	C-V (Civic)
West	Parking Lot Use, Warehouse Use	C (Commercial)	C-M (Commercial/Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		N*
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Overlay District	X		Y
A-O (Airport Overlay) District (200 Feet)	X		Y
Live/Work Overlay District	X		N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment	X		Y
Project of Regional Significance		X	N/A

*The applicant is requesting several Waivers from the Downtown Centennial Plan standards

Redevelopment Plan Area – The subject site is located within the boundaries of the Las Vegas Redevelopment Plan District.

Downtown Centennial Plan (Office Core) – The subject development is located within the Office Core District, which features a concentration of government facilities and professional offices. The proposed use is consistent with the intent of the district; several Waivers have been requested from the development standards.

Downtown Overlay District – The subject site is located within the Downtown Overlay District. The intent of the Downtown Overlay District is to establish special design standards for development within the City's established urban core.

Airport Overlay - The subject site is within the North Las Vegas Airport Overlay (200 feet). The proposed structure will not exceed the height limitation of the A-O (Airport Overlay District).

Live/Work Overlay – The subject site is within the boundaries of the Live/Work Overlay district; however, no such units are proposed as part of this application.

DEVELOPMENT STANDARDS

Pursuant to the Las Vegas Downtown Centennial Plan*, the following development standards apply to the subject proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	2.71 Acres	Y
Min. Lot Width	100'	300'	Y
Min. Setbacks – Front	70% of the first story façade shall align along the front property line	0% (Clark Ave.) 0% (Lewis Ave.)	N
Min. Setbacks – Corner Side	70% of the first story façade shall align along the front property line	48% (1st St.) 65% (Main St.)	N
Max. Lot Coverage	Limited only by setback requirements	50%	Y
Max. Building Height	N/A	151'	N/A
Service Areas	Service areas and loading docks shall not be located at frontage lines	Service area located perpendicular to frontage line and screened	Y
Utilities	Utility vaults shall be located underground for all new developments – all power lines shall be located underground from the nearest street access to the project site	Utility vaults located at frontage line – overhead utilities in alley will be removed for new structure, all lines will be underground on site	N
Encroachments	No aerial encroachments are permitted	Aerial encroachment at 7th Floor	N
Parking Screening	Ornamental screen and landscaping required	Landscaping provided; no screen indicated on plans	N

* Title 19.060 exempts properties within the Downtown Centennial Plan area from the automatic application of building height limitations, setbacks, lot coverage, residential adjacency, standard landscaping requirements, and stand parking requirements.

Pursuant to the Downtown Centennial Plan, the following landscape standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/6 Spaces	5 Trees	5	Y
Buffer: Min. SF	10 SF/Space	290 SF	710 SF	Y

Pursuant to the Downtown Centennial Plan, the following streetscape standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Right-of-Way Improvements	All streets shall have a five-foot amenity zone and a 10-foot wide sidewalk	10’ sidewalks, 5’ amenity zone	Y
North-South Streets	Major north-south streets (Main) shall be designed with Deglet-Noor Date Palms or similar type palms as the primary landscape element; min. height of 25 feet and spaced 30’ o.c. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees with a minimum height of 15’	27’ high Medjool Date Palms spaced @ 30’ o.c. interspersed with 36” box Desert Museum Palo Verdes trees	N
East-West Streets	East-west streets shall be designed thematically with Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees as the primary element; min. 36” box spaced at 15’-20’ o.c.	36” box Desert Museum Palo Verde trees spaced @ 15’ o.c.	N

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Office	303,085 SF	1/300	990	21	70	4	
TOTAL (including handicap)			1,011		74		N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers		
Request	**Requirement**	**Staff Recommendation**
Aerial Encroachment (balcony) at 7th Floor of building (approx. 100' to underside of balcony)	Not permitted	Requires approval of an Encroachment Agreement by City Council under a separate application
Streetscape Requirement @ Clark Avenue – only a portion of the streetscape implemented due to the location of the public plaza	Amenity zone and street trees required along entire frontage	Approval
Structure does not conform to 70% build-to line requirement	Building façade at minimum of 70% of each frontage	Approval

ANALYSIS

The proposed 303,085 square-foot structure will include seven levels above ground and one basement level, and will occupy the entire block bounded by Main Street on the west, Lewis Avenue on the north, 1st Street on the east, and Clark Avenue on the south. A plaza flanked by two landscape areas will be located on the south side of the structure facing Clark Avenue, with photovoltaic panels mounted on columns to provide shade for the plaza area. A small surface parking lot and screened loading area will be located on the north side of the building along Lewis Avenue. The principal materials used on the exterior of the building include pre-cast concrete, glass curtainwall, composite panels, and decorative metal elements. The applicant indicates that they will pursue LEED (Leadership in Energy and Environmental Design) certification for the proposed development.

- **Site Plan**

As noted, the proposed building will occupy the entire block, with a plaza area in front and parking/loading areas to the rear. Principal pedestrian access to the building will be from Clark Avenue, through the plaza area at the front of the building. Photovoltaic panels, mounted on decorative columns up to 50 feet in height, will be used to shade the plaza in addition to generating energy for the structure. Pedestrian egress from the structure will be provided from the other three sides of the building, and a small retail space will be provided at the ground level facing 1st Street.

An issue of concern relative to the site plan is the location of the principal loading area at the northeast corner of the site and the area for above-ground utility boxes at the northwest corner of the site. Both of these areas are located directly adjacent to the public sidewalk, which detracts from the pedestrian experience and wastes valuable frontage. While both areas will be completely screened in accordance with Centennial Plan requirements, the blank screen walls do little to enhance pedestrian activity on the street.

A total of 74 parking spaces will be provided on site; 27 spaces will be located in a surface lot abutting Lewis Avenue, and 47 spaces will be provided in the basement-level garage. A total of 1,011 spaces would be required under Title 19 parking requirements, while 910 spaces would typically be provided in the Centennial Plan area. It is the intent of the City of Las Vegas to construct a parking structure on the west side of Main Street to support the proposed development, with the completion of the structure to coincide with the completion of the building. No Site Development Plan Review application for the parking structure has been submitted as of yet; a condition of approval has been added to require the provision of additional parking facilities. Two loading spaces will be provided at the northeast corner of the building, and a separate enclosed garage will be provided for the television station vehicles. A substantial area for bicycle parking will be provided on site between the surface parking lot and the building.

Vehicular access to the parking areas will be provided from Lewis Avenue. As Lewis Avenue is not a through-street, its use as an access point to the development will not significantly impact existing traffic movement. An additional driveway for the loading area is provided on 1st Street as a means for maneuvering delivery trucks; this will also have little impact to traffic patterns as the number of deliveries to the facility will be limited.

- **Waivers**

The applicant has requested the following Waivers from the Downtown Centennial Plan requirements:

1) Aerial Encroachment: The plans depict a 10-foot by 50-foot balcony on the seventh level of the building encroaching into the Main Street right-of-way. The balcony will be approximately 100 feet above the grade of the sidewalk, and will be cantilevered from building. The Downtown Centennial Plan does not allow encroachments into the rights-of-way in order to prevent conflicts with utilities, sidewalks and streetscape, and the movement of vehicles. While the proposed encroachment is limited to a single frontage and does not appear to impact the use of the Main Street right-of-way, the applicant will be required to obtain approval of a separate Encroachment Agreement by City Council.

2) Streetscape – Clark Avenue: The landscape plan omits all required landscaping in front of the plaza area on Clark Avenue; the Centennial Plan requires that streetscape be continuous along all street frontages with the exception of driveway areas. Due to the civic nature of the plaza, the amenity zone and street trees would conflict with the design and use of the area, and staff recommends approval of the Waiver request.

3) 70% Build-To Line: The Downtown Centennial Plan requires buildings to be located directly at the property line for a minimum of 70% of the building frontage; the structure as proposed does not comply with this requirement along any of the street fronts. As this is intended to be a civic building and provides a public gathering area, approval of the Waiver is recommended.

- **Streetscape Plan**

The landscape plan depicts a 10-foot wide sidewalk and five-foot amenity zone along all street fronts, with the exception for the plaza area as previously noted. The sidewalk treatment shall conform to the Downtown Centennial Plan standards, including the requirement for stamped concrete at each intersection, with the exception of the area occupied by the plaza. The proposed trees for the amenity zones conform to the size and spacing requirements listed by the Centennial Plan; however, the Desert Museum Palo Verde trees are inconsistent with the varieties stipulated by the plan. A condition of approval has been included to require conforming shade trees. The Palo Verde trees may be used in the plaza area as specified, as areas outside of the amenity zone are not subject to Centennial Plan standards. A screen fence is required for parking areas that abut street frontages; no fence is called out along the Lewis Avenue parking lot frontage and will need to be added.

It should be noted that 1st Street is designated as the Arts Trail by the Downtown Centennial Plan. While there is no specific treatment identified for the Arts Trail, the plan requires a minimum 10-foot wide sidewalk, and it is anticipated that a way-finding system will be developed in the future to provide banners along the right-of-way to identify the trail. The Centennial Plan also calls for on-street parking on 1st Street; however, security concerns have been raised relative to the provision of open parking adjacent to government facilities.

- **Elevations**

As noted, the principal materials to be used on the exterior of the building will be concrete with a natural, layered finish; glass curtainwalls with standard glazing and ceramic frit glazing; and metal panels, screens, and mullions. The building tower is separated into an eastern and western massing, each with a distinct curtainwall treatment. The western portion of the tower features projecting vertical and horizontal metal "fins" or mullions, which help to give scale to the structure and provide a minimal degree of shading. The eastern portion of the building will utilize the ceramic frit glazing in a diagonal pattern, with minimal expression of the mullions. Council Chambers, located at the rear of the building, will be surfaced with metal panels.

One area of concern relative to the elevations is the concrete walls used to screen the utility boxes at the northwest corner of the site and the loading area at the northeast corner of the site. While the concrete will be layered as a means to provide additional texture and visual interest, the walls are located immediately adjacent to the pedestrian sidewalk areas, and their height and length will have a negative impact on the pedestrian realm. The same is true along a portion of the western façade of the building, where the ground-floor windows are located high up on the façade and do not contribute to the pedestrian experience.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent development and is compatible with uses in the area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the General Plan, and is generally consistent with Title 19 and the Downtown Centennial Plan. Several Waivers have been requested by the applicant for the development, but the requested deviations are generally minor in nature and are appropriate based on the proposed use.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Generous sidewalk areas will be provided to accommodate pedestrian activity on the block and to the building. As only a minimum number of spaces will be provided directly on site, the traffic generated will have minimal impact on surrounding roadways. Most

building users will park in a parking structure that is to be located across Main Street; traffic impacts for that facility will be studied upon submittal of the Site Development Plan Review application for the parking structure.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials are generally appropriate for the area and the City; several modifications will be needed to the landscape and hardscape specifications to conform to City requirements.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The design of the building elevations are generally pleasing and will be compatible with development in the area. The character of the screen walls and limited glazing on the ground floor of the west façade of the building are areas of concern that could be improved upon.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development will be subject to review for conformance with all code requirements, and appropriate measures will be taken to protect public health and safety.

PLANNING COMMISSION ACTION

The Planning Commission amended conditions 8, 15 and 16 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 57 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-31749 APN: 139-34-210-007 thru 013; 139-34-210-019 thru 023

Name of Property Owner: LiveWork, LLC, FC Vegas 20, LLC., FC Vegas 39, LLC.

Name of Applicant: Forest City

Name of Representative: Tabitha Fiddyment

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes _____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: DAVID Mitchell

Subscribed and sworn before me

This 4th day of November, 2008

_____

Notary Public in and for said County and State

MONICA WILSON
Notary Public State of Nevada
No. 89-1629-1
My appt. exp. May 4, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

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_____ Yes _____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: DIMITRI VAZELAKIS, V.P.

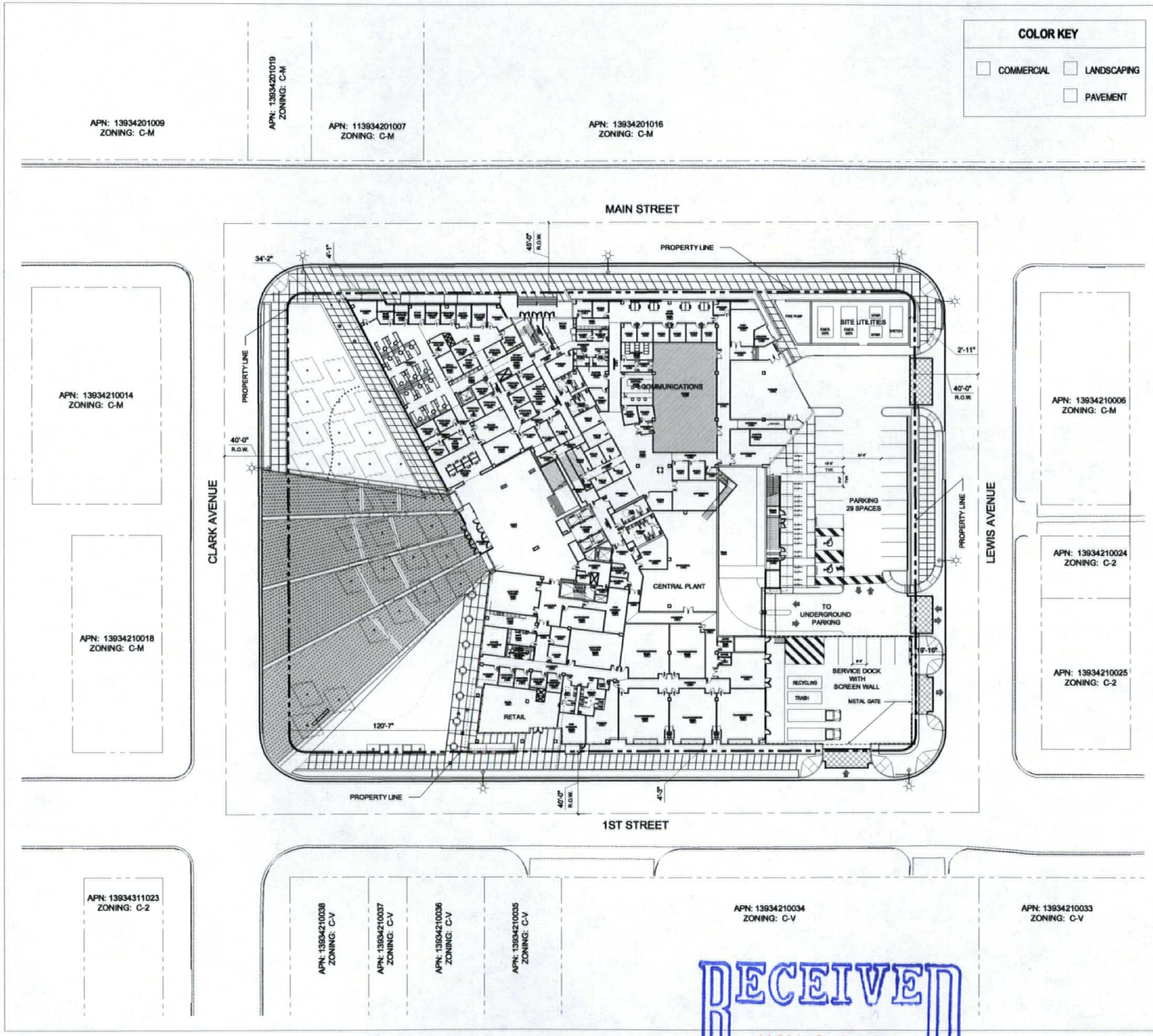
Subscribed and sworn before me

This 4th day of November, 2008

Monica Wilson

Notary Public in and for said County and State

MONICA WILSON
Notary Public State of Nevada
No. 89-1629-1
My appt. exp. May 4, 2012



COLOR KEY

- COMMERCIAL
- LANDSCAPING
- PAVEMENT

SITE DATA

SITE ANALYSIS:

PROPOSED SITE (NET):	2.71 ACRES (118,173 SF)
PROPOSED SITE (GROSS)	4.20 ACRES (182,728 SF)

A.P.N. #		
	139-34-210-007	139-34-210-013
	139-34-210-008	139-34-210-019
	139-34-210-009	139-34-210-020
	139-34-210-010	139-34-210-021
	139-34-210-011	139-34-210-022
	139-34-210-012	139-34-210-023

CURRENT ZONING:	C-2
PROPOSED ZONING:	C-2
GRADE LEVEL BUILDING AREA:	59,414 S.F.
LOT COVERAGE:	50.2 %
F.A.R.:	1.6

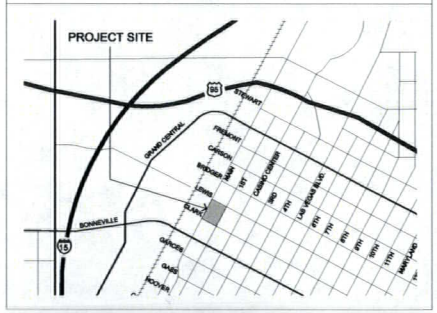
COMMERCIAL DATA:

RETAIL AREA:	1,545 S.F.
OFFICE AREA:	301,540 S.F.
TOTAL GROSS SQ/FT.	303,085 S.F.

PARKING ANALYSIS:

BASEMENT LEVEL PARKING PROVIDED	47 SPACES
GRADE LEVEL PARKING PROVIDED	35 SPACES
TOTAL PARKING PROVIDED	82 SPACES
ACCESSIBLE PARKING INCLUDED	5 SPACES
(VAN PARKING) INCLUDED	2 SPACES
TOTAL LOADING PRIVIDED	2 SPACES

VICINITY MAP



NORTH
SCALE: 1" = 30'

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[tel] 617-426-1300

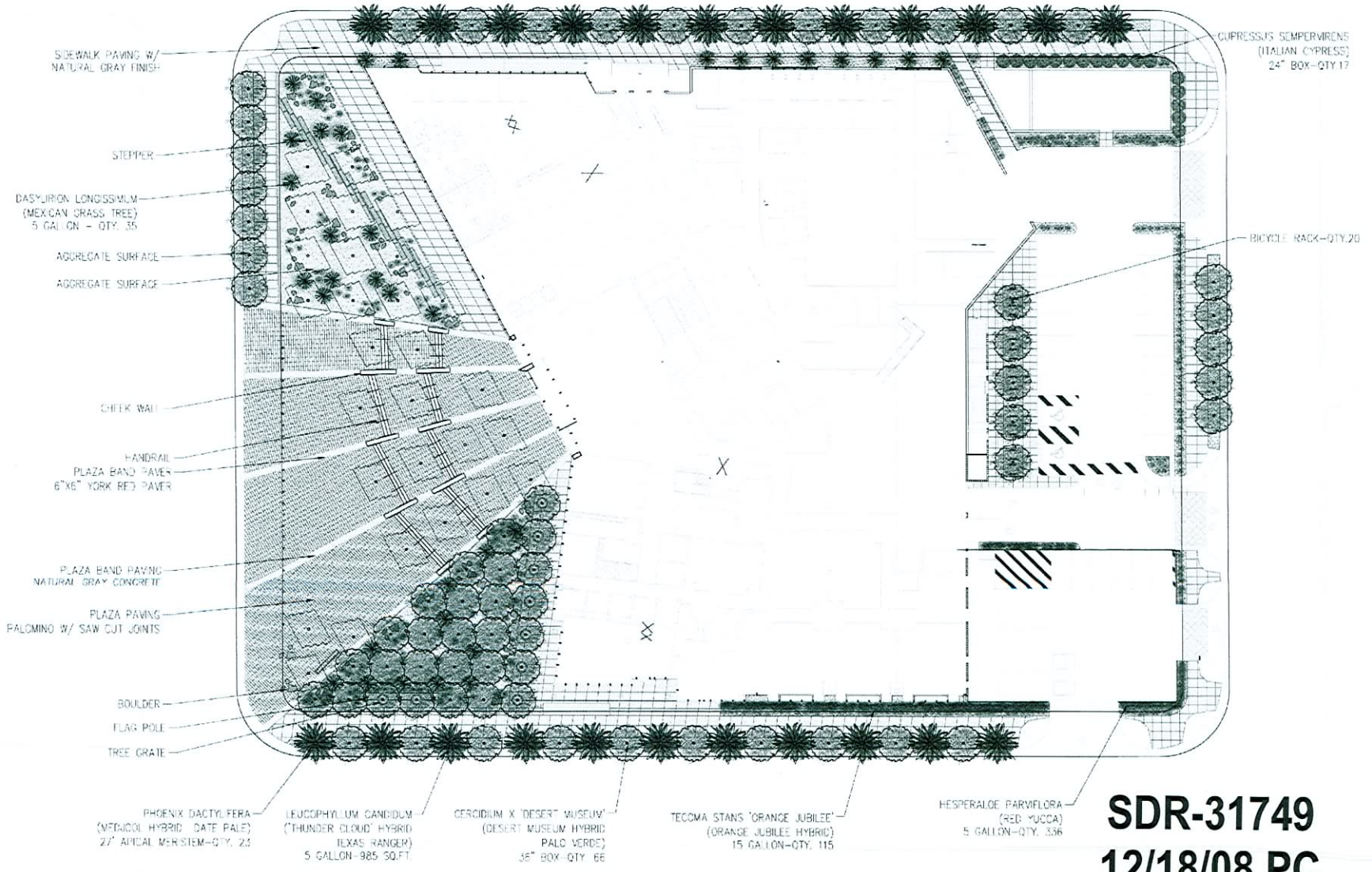
LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

jma
10150 Covington Cross Drive Las Vegas, NV 89144
o:702.731.2033 f:702.731.2039 www.jmaarch.com

OVERALL SITE PLAN
A1.00

RECEIVED
NOV 2 1 2008

SDR-31749
REVISED
12/18/08 PC



SDR-31749
12/18/08 PC

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NOV 04 2008

NORTH
SCALE: 1" = 20'

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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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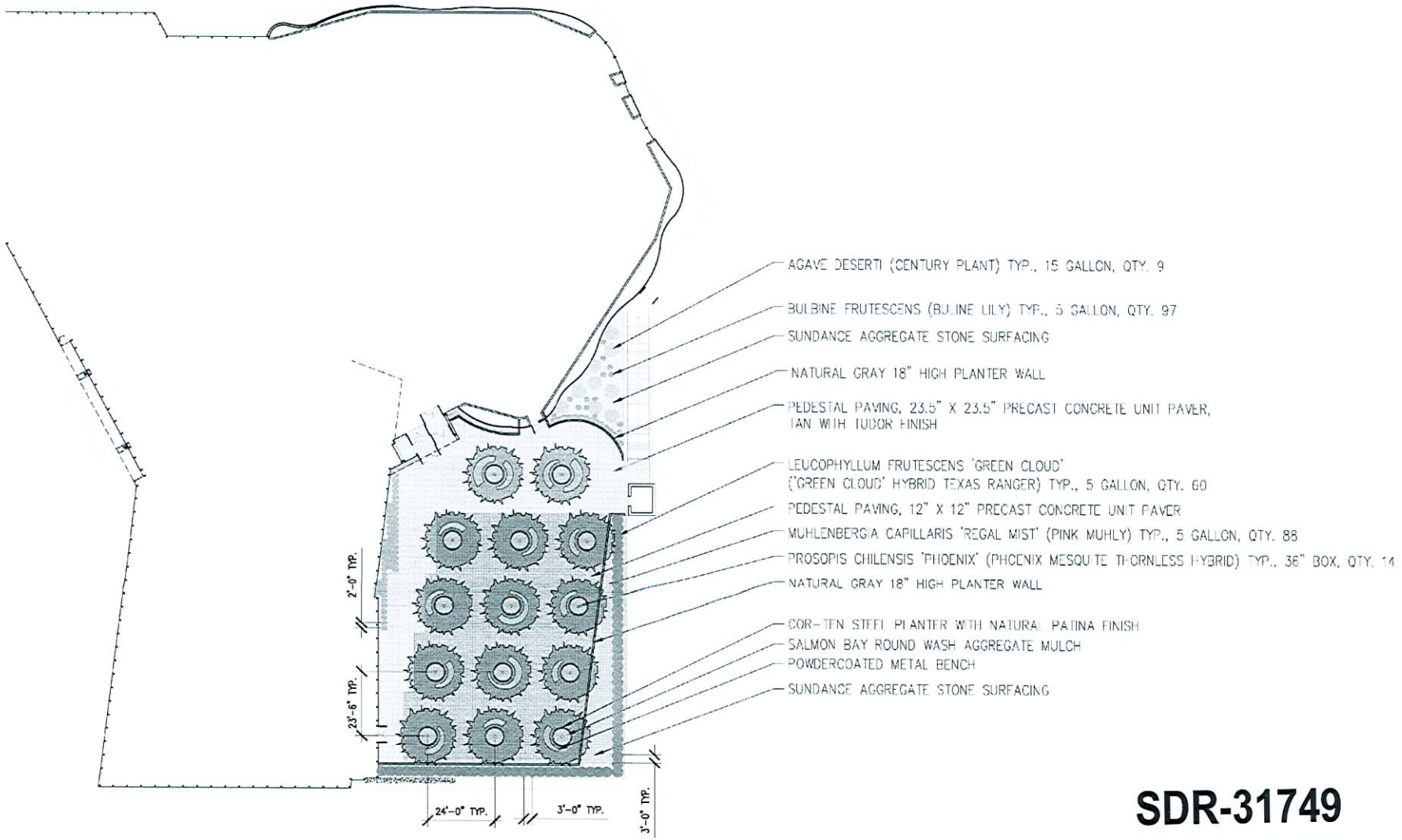
GRADE LEVEL LANDSCAPE PLAN
AL1.00



SDR-31749
12/18/08 PC

RECEIVED
NOV 04 2008

NORTH
SCALE: 1" = 20'

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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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2ND LEVEL
LANDSCAPE PLAN
AL1.01

NORTH
SCALE: 1" = 20'

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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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FLOOR PLAN
BASEMENT LEVEL
A2.00

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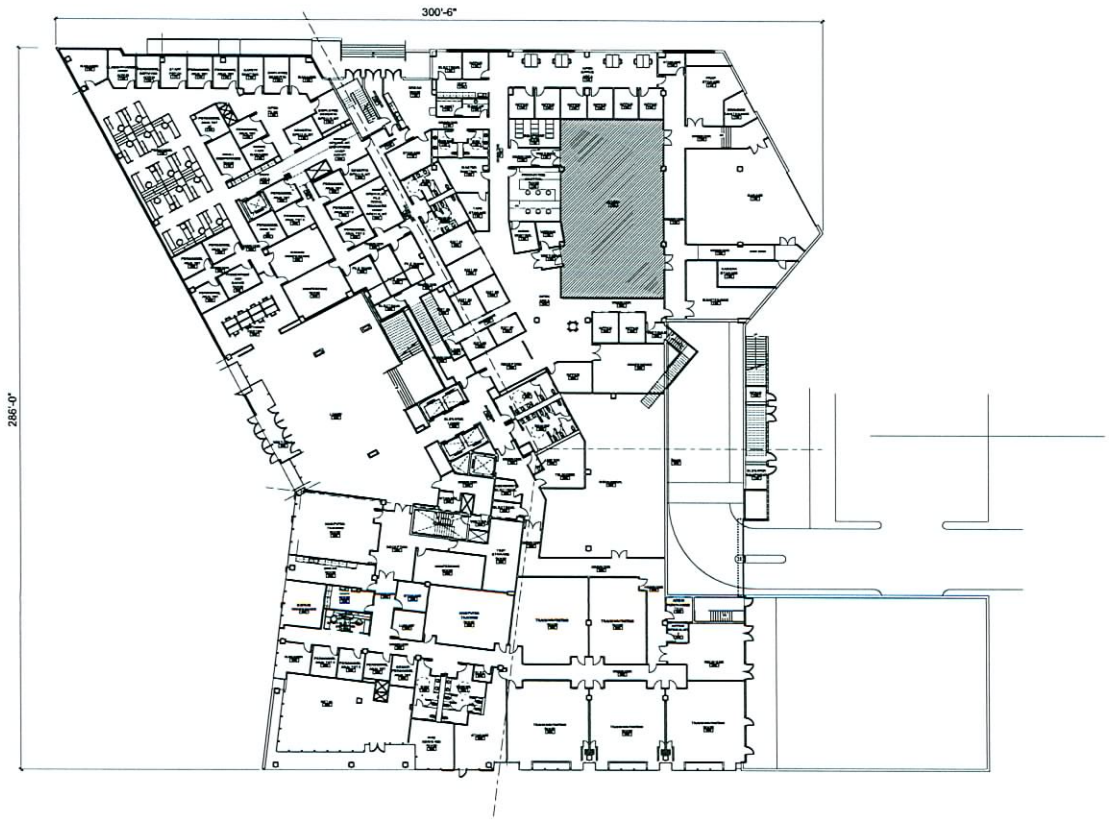
NOV 04 2008

SDR-31749
12/18/08 PC



NORTH
SCALE: 1" = 20'

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[ph] 617-426-1300

LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

jma

FLOOR PLAN
GRADE LEVEL
A2.01

RECEIVED
NOV 04 2008

SDR-31749
12/18/08 PC

NORTH
SCALE: 1" = 20'

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LAS VEGAS CITY HALL
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CITY OF LAS VEGAS
November 3, 2008

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FLOOR PLAN
2ND LEVEL

A2.02

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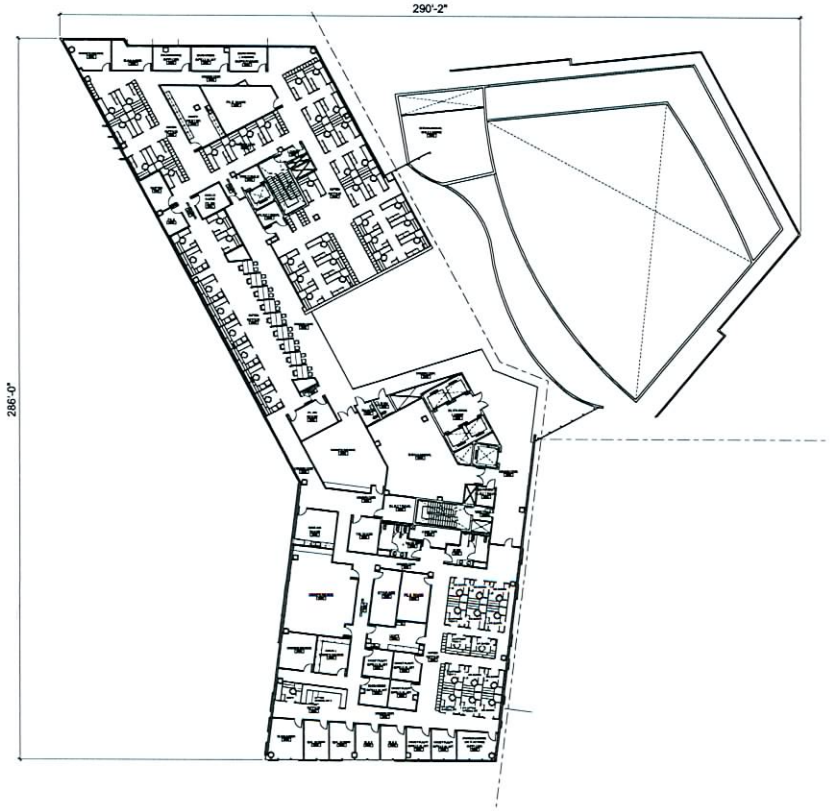
SDR-31749
12/18/08 PC



NORTH
SCALE: 1" = 20'

S W A
580 Broadway, Suite 200
Laguna Beach
CA 92651
voice: (949) 497-6471
fax: (949) 494-7861

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BOSTON, MASSACHUSETTS 02210
(tel) 617-426-1300

LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

jma

FLOOR PLAN
3RD LEVEL
A2.03

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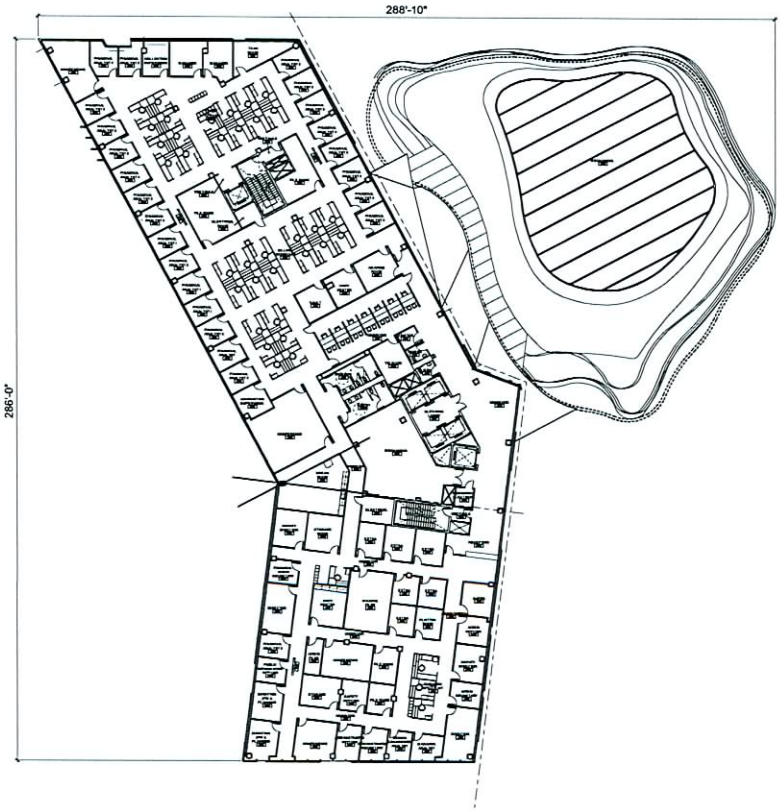

NORTH
SCALE: 1" = 20'

SWA
580 Broadway, Suite 200
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voice: (949) 497-5471
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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

jma
18150 Covington Cross Drive Las Vegas, NV 89144
o 702.737.2033 f 702.737.2036 www.jmaarch.com

FLOOR PLAN
4TH LEVEL
A2.04

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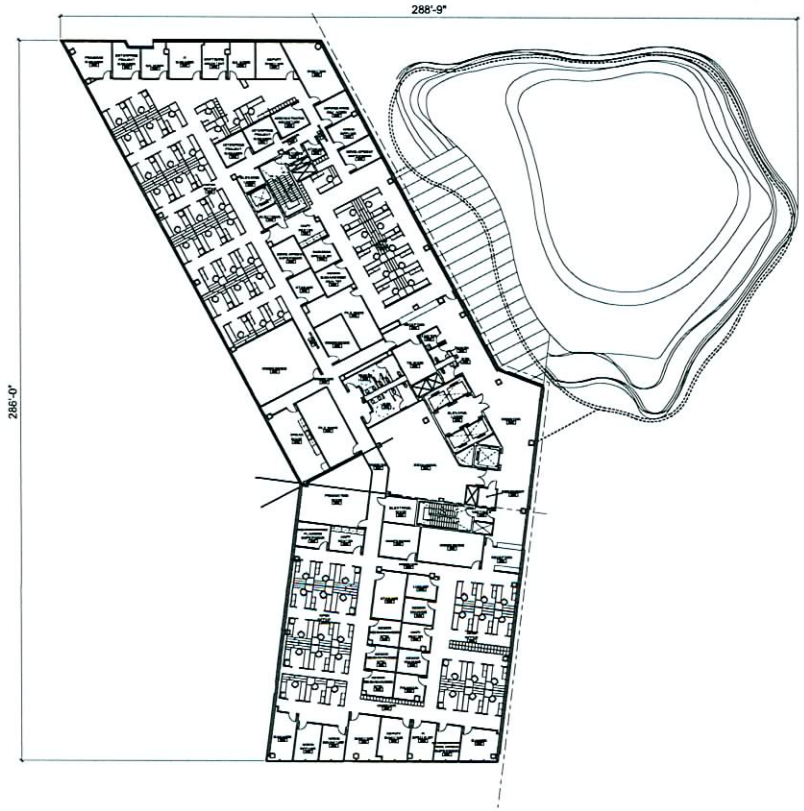
12/18/08 PC



NORTH
SCALE: 1" = 20'

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[ph] 617-426-1300

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PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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15150 Covington Cross Drive Las Vegas, NV 89144
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FLOOR PLAN
5TH LEVEL
A2.05

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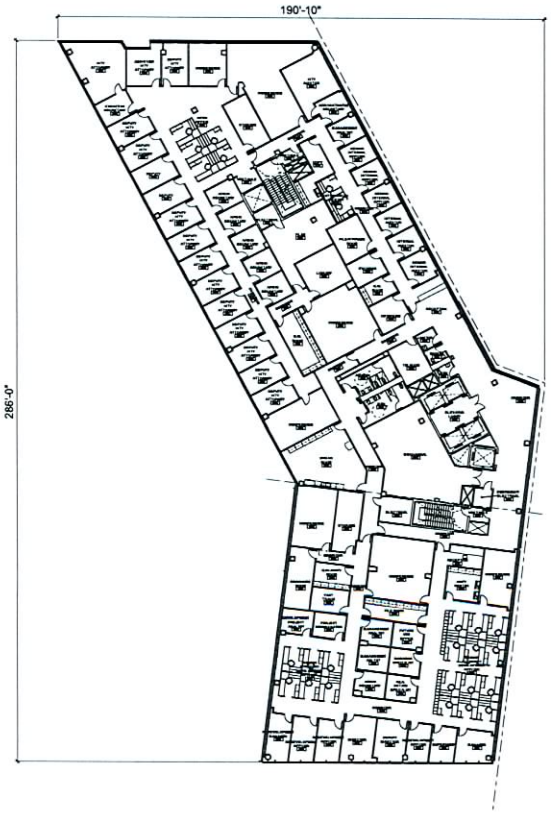
12/18/08 PC



NORTH
SCALE: 1" = 20'

SWA
550 Broadway, Suite 200
Laguna Beach
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voice: (949) 497-5471
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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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FLOOR PLAN
6TH LEVEL

A2.06

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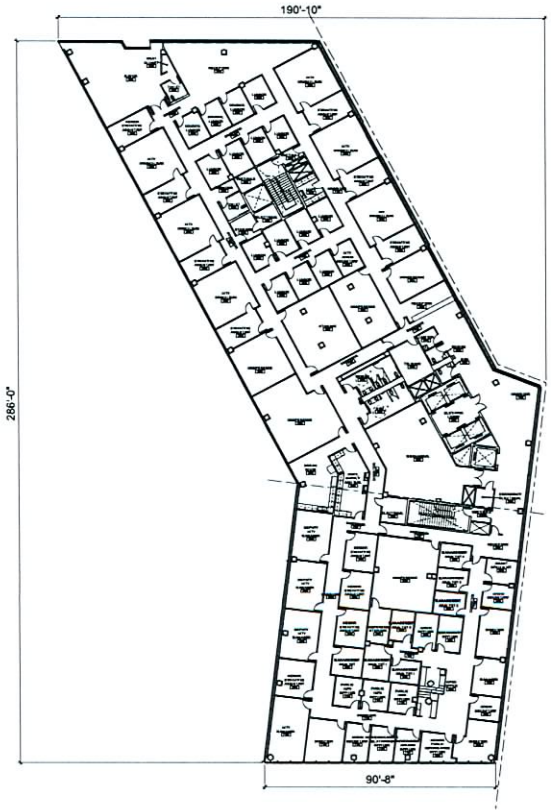
12/18/08 PC



NORTH
SCALE: 1" = 20'

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[ph] 617-426-1300

LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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FLOOR PLAN
7TH LEVEL
A2.07

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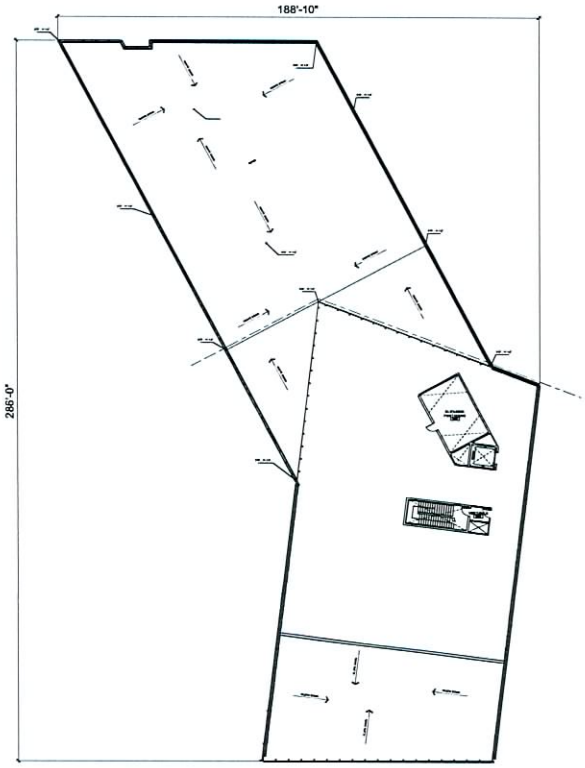
12/18/08 PC



NORTH
SCALE: 1" = 20'

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Laguna Beach
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voice: (949) 497-5471
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[ph] 617-426-1300

LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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FLOOR PLAN
8TH LEVEL (MECH.)
A2.08

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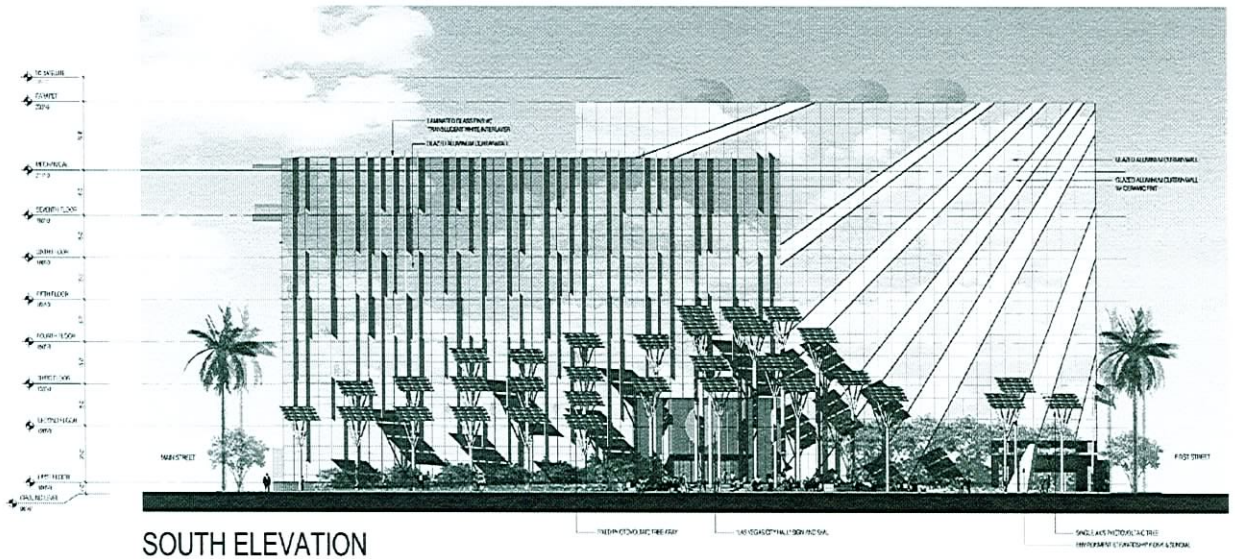
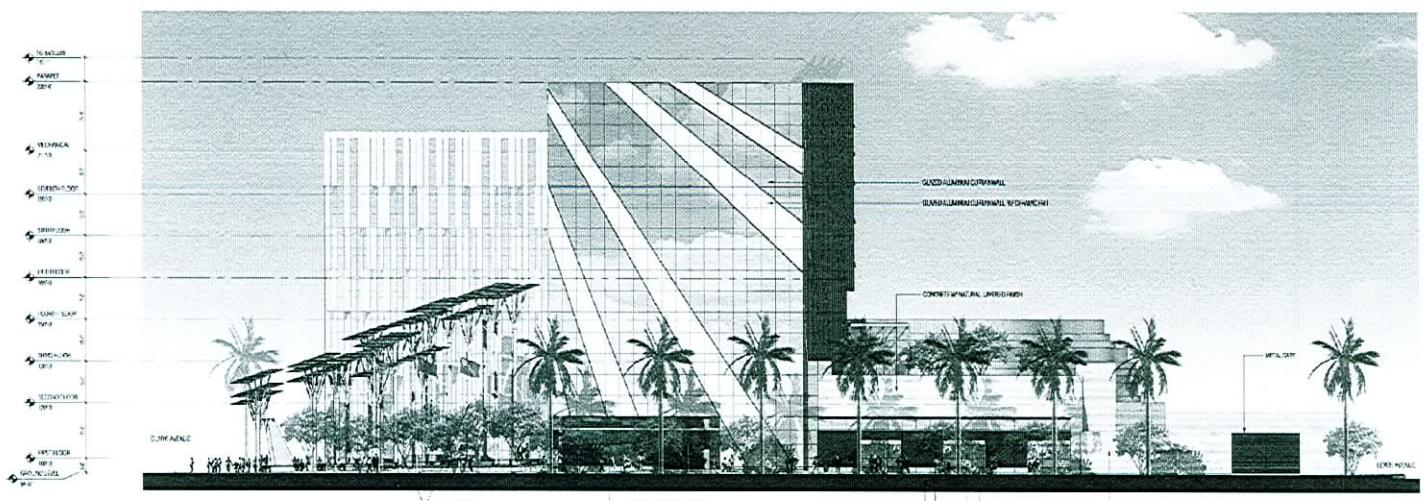
SDR-31749
12/18/08 PC



SOUTH ELEVATION
SCALE : 1/20"=1'-0"



EAST ELEVATION
SCALE : 1/20"=1'-0"

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SDR-31749
12/18/08 PC

NORTH
SCALE: 1" = 20'

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BOSTON MASSACHUSETTS 02210
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LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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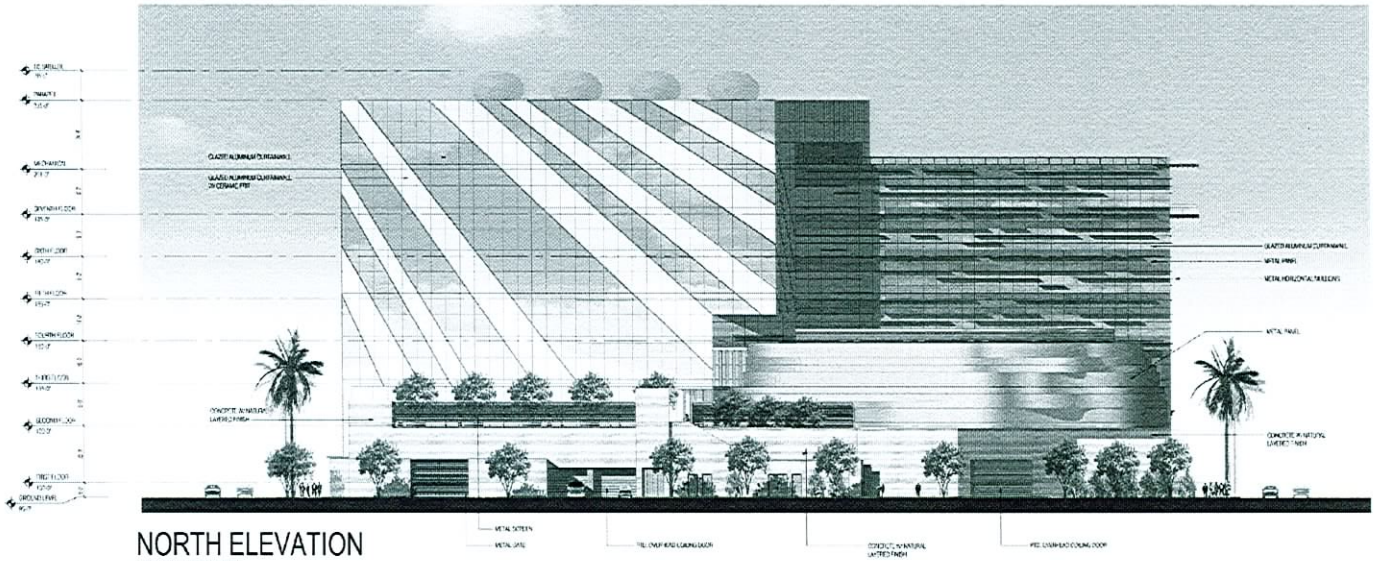
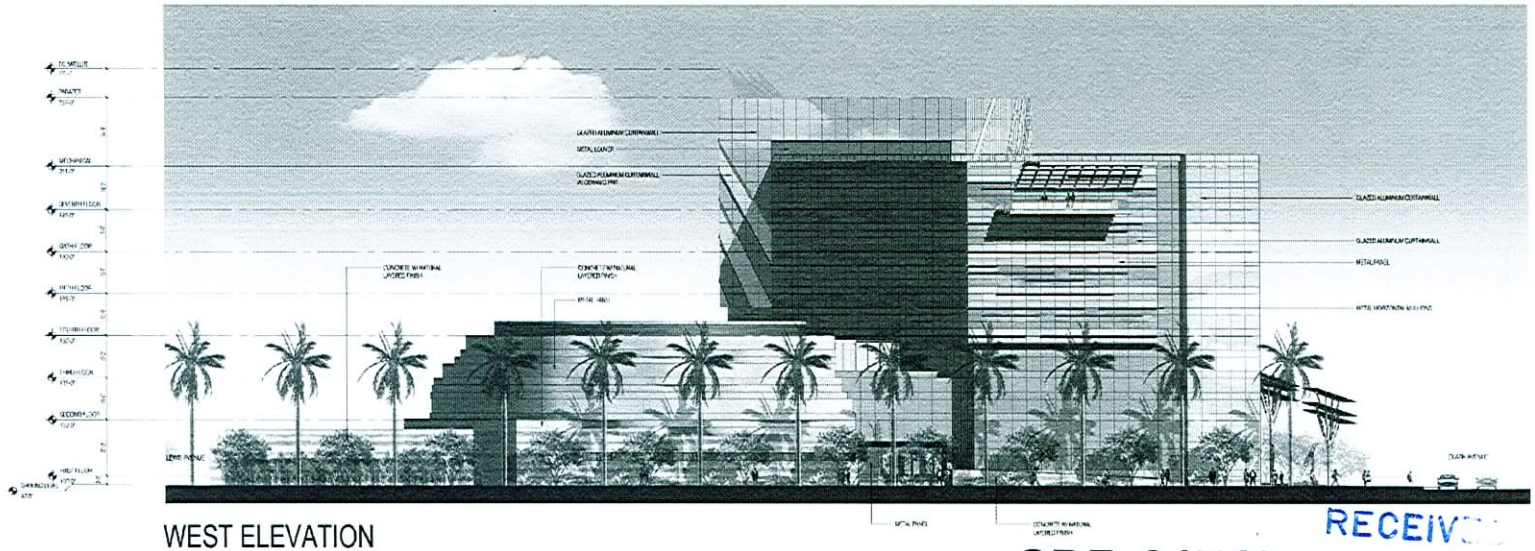
ELEVATIONS
SOUTH & EAST
A5.00



NORTH ELEVATION
SCALE : 1/20"=1'-0"



WEST ELEVATION
SCALE : 1/20"=1'-0"

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12/18/08 PC

NORTH
SCALE: 1" = 20'

583 Broadway, Suite 200
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SWA

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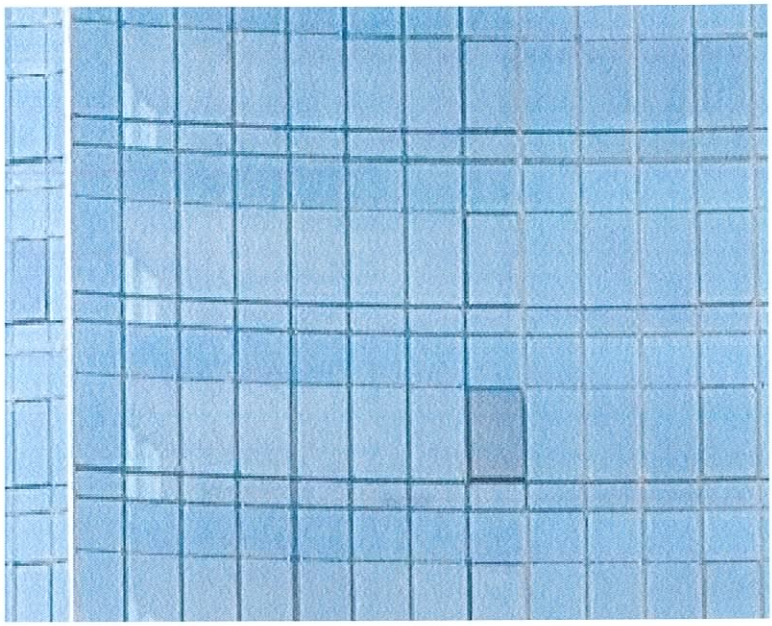
(702) 731-2015 (702) 731-2018 www.jmainch.com

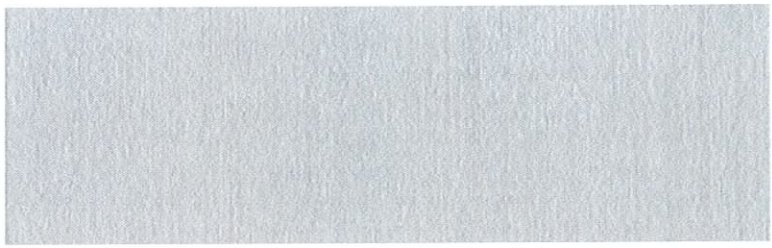
LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

ELEVATIONS
NORTH & WEST

A5.01

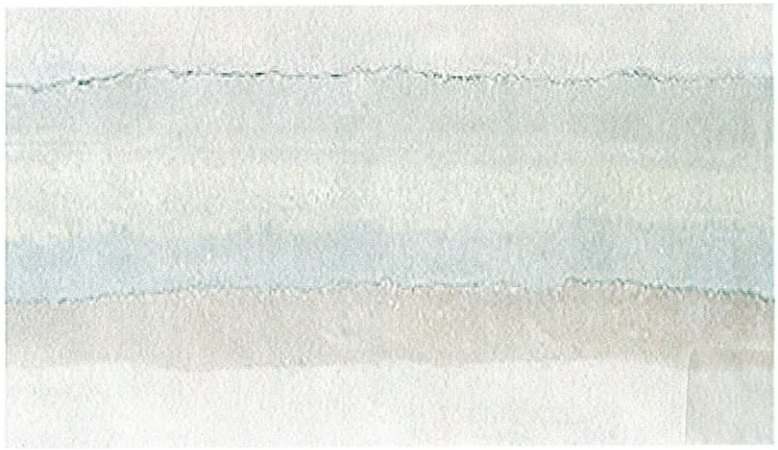


GLAZED ALUMINUM CURTAINWALL



METAL PANEL- SILVER

METAL PANEL- CHAMPAIGN



CONCRETE W/ NATURAL LAYERED FINISH

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CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
November 3, 2008

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ARCHITECTS
300 A STREET
BOSTON MASSACHUSETTS 02210
617-426-1300
2008, ELKUS | MANFREDI ARCHITECTS

BUILDING MATERIALS

A00.00

SDR 31749				
Forest City Commercial Dev.				
NWC of 1st Street and Clark Avenue				
Proposed 301.5 thousand square foot government office complex.				
Traffic produced by proposed development:				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GOVERNMENT OFFICE COMPLEX [1000 SF]	301.5	27.92	8,418
AM Peak Hour			2.21	666
PM Peak Hour			2.85	859
(heaviest 60 minutes)				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	1.5	42.94	64
AM Peak Hour			1.03	2
PM Peak Hour			3.75	6
(heaviest 60 minutes)				
Total New Use	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	GOVERNMENT OFFICE COMPLEX [1000 SF]	303.1		8,482
AM Peak Hour				668
PM Peak Hour				865
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
1st St.				
Average Daily Traffic (ADT)	6,313			
PM Peak Hour	505			
(heaviest 60 minutes)				
Clark Ave.				
Average Daily Traffic (ADT)	1,132			
PM Peak Hour	91			
(heaviest 60 minutes)				
Main St.				
Average Daily Traffic (ADT)	24,557			
PM Peak Hour	1,965			
(heaviest 60 minutes)				
Lewis Ave.				
Average Daily Traffic (ADT)	632			
PM Peak Hour	51			
(heaviest 60 minutes)				

Bonneville Ave.				
Average Daily Traffic (ADT)	9,682			
PM Peak Hour	775			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Existing Street Capacity			
1st St.	16900			
Clark Ave.	16900			
Main St.	30115			
Lewis Ave.	16900			
Bonneville Ave.	15000			
This project will add approximately 8,482 trips per day on 1st St., Clark Ave., Main St., Lewis Ave., and Bonneville Ave. This will increase expected volumes by about 134 percent on 1st, by about 750 percent on Clark, by about 35 percent on Main, by about 1343 percent on Lewis, and by about 88 percent on Bonneville. Currently 1st is at about 37 percent of capacity, Clark is at about 7 percent, Main is at about 82 percent, Lewis is at about 4 percent, and Bonneville is at about 65 percent.				
Based on Peak Hour use, this development will add roughly 865 additional cars into the area; which works out to a little more than 14 every minute.				
Note that this report assumes all traffic from this development uses all named streets.				

SDR-31749 - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: LIVEWORK, LLC; FC VEGAS 20, LLC; AND FC VEGAS 39, LLC
NORTHWEST CORNER OF SOUTH 1ST STREET AND CLARK AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

SDR-31749 - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: LIVEWORK, LLC; FC VEGAS 20, LLC; AND FC VEGAS 39, LLC
NORTHWEST CORNER OF SOUTH 1ST STREET AND CLARK AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

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12/01/08

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12/01/08

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12/01/08

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NORTHWEST CORNER OF SOUTH 1ST STREET AND CLARK AVENUE
DECEMBER 18, 2008 PLANNING COMMISSION

12/01/08

jma

elevated architecture

November 5, 2008

City of Las Vegas
Planning & Development Department
Development Services Center
731 South 4th Street
Las Vegas, NV 89101

Attn: Planning Staff
Re: New City Hall Building
Justification Letter
JMA No. 200703315

Apn: #139-34-210-007 thru -013, #139-34-210-019 thru -023

To Whom It May Concern:

This proposed application represents the New City Hall Building development of approximately 303,085 s.f. This development is bound by Main Street to the West, First Street to the East, Lewis Avenue to the North and Clark Avenue to the South. The site is within the Downtown Centennial Plan (Office Core) and the Downtown Redevelopment Plan (Commercial) with a Service Commercial (SC) master plan designation and is currently zoned C-2 (General Commercial District) and C-M (Commercial Industrial District).
The following Apn numbers #139-34-210-007 thru -010 are currently zoned C-M and are currently in the process of a zone change to C-2.

We are respectfully requesting the following application types:

Site Development Plan Review

The project proposes a seven story structure that is approximately 145 feet in height and contains secured underground parking. As presently designed, the building exterior will consist of composite panels, painted pre-cast concrete, brushed stainless steel accents, curtain wall system with low reflective glass not to exceed 22%. The entire structure is planned to meet the Silver certification of the Leadership in Energy and Environmental Design (LEED).[1] The project will use photovoltaic cells as a design feature in the main pedestrian public plaza in front of the entry to the building and on the roof level to provide some amount of alternative power to the building. The project will also have approximately 1,900 s.f. of retail space located on the first level facing First Street. The second level of the project will hold the Council Chambers along with a public plaza area that will open up toward the northeast corner of the building exterior.

There will be approximately 47 secured underground parking spaces, approximately 27 surface parking spaces and two loading zone areas provided at the site. Significant off-site parking will be available in the area for this building along with the availability of alternate forms of mass transit.

[1] LEED certification is not obtained until completion of construction and, consequently cannot be guaranteed.

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SDR-31749
12/18/08 PC

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Waiver

In addition to the Site Development Plan Review the applicant is requesting various waivers:

1. Aerial Encroachment to allow a seventh floor balcony to encroach approximately 10 feet into Main Street right-of-way for a length of approximately 50 feet.
2. Streetscape along Clark Avenue
3. Build to Line-70%

When completed this project will be an integral and vital component to the changing environment of its location and set a standard for other projects to be modeled after.

Thank you in advance for your time and consideration regarding this application. If you should have any questions or concerns regarding this application, please do not hesitate to call our office.

Sincerely,

Cherie L. Guzman, Assoc. AIA
Strategic Development Director

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12/18/08 PC

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City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 21, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-32634 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SEAN BAKER, BAKER CONSTRUCTION - OWNER: API NEVADA PROPERTIES - Request for a Review of Condition to remove Condition Number 6 of an approved Site Development Plan Review (SDR-24986), WHICH STATED REFLECTIVE GLAZING AT THE PEDESTRIAN LEVEL IS PROHIBITED. GLAZING ABOVE THE PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTANCE RATING OF 22% (AS DEFINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY); AND TO REVISE THE APPROVED EXTERIOR MATERIAL OF THE BUILDING on 0.48 acres at 233 South 4th Street (APN 139-34-601-004), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

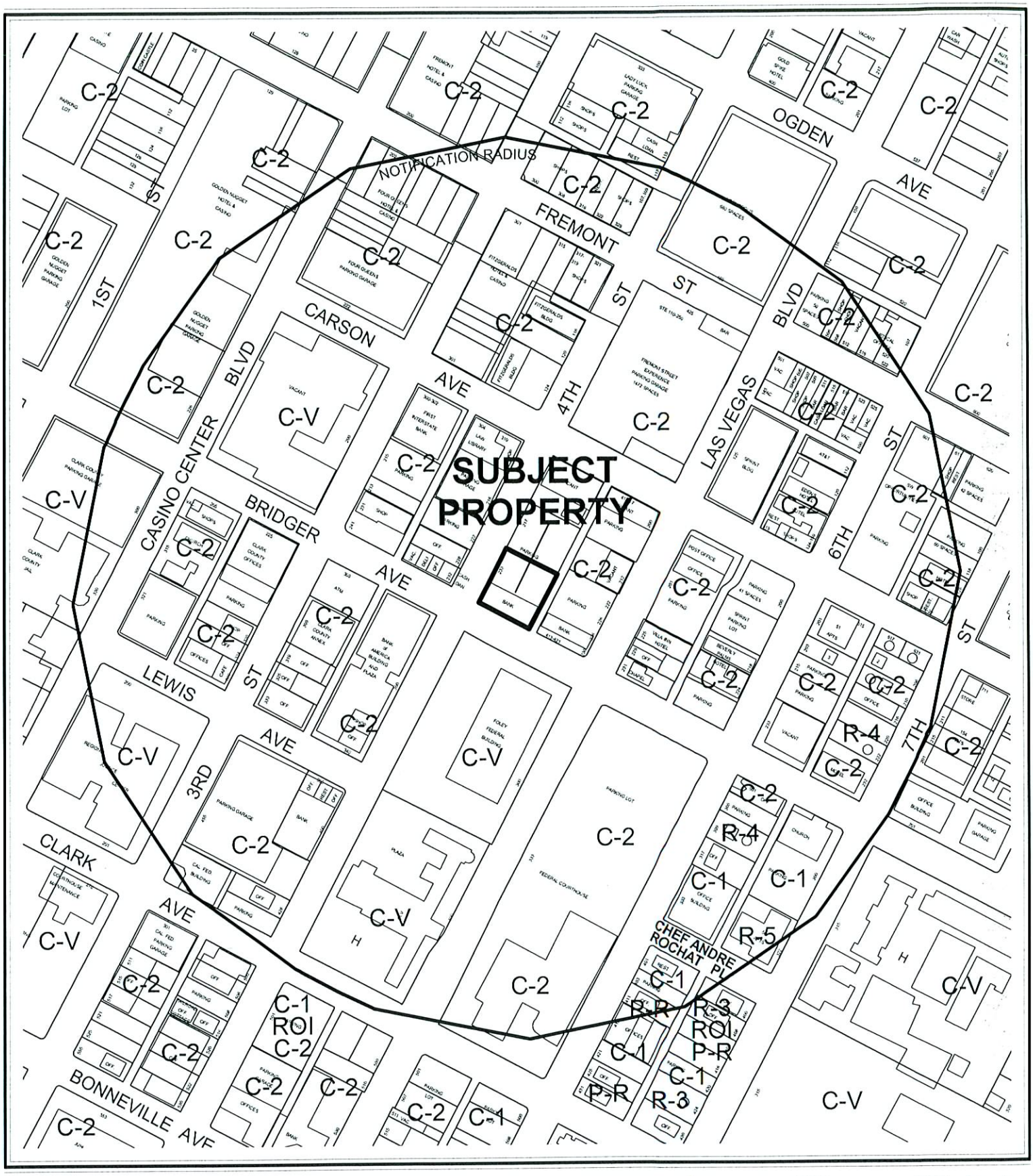
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-24986



0 300 600 Feet

CASE: **ROC-32634**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **ROC-32634**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 21, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-32634 - REVIEW OF CONDITION – APPLICANT: SEAN BAKER, BAKER CONSTRUCTION - OWNER: API NEVADA PROPERTIES

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If Approved, subject to:

Planning and Development

1. Approval and Conformance to the Conditions of Approval for Site Development Plan Review (SDR-24986) and all other subsequent related case as required by the Planning and Development Department and Department of Public Works, except as herein amended.

2. Delete Condition Number 6 of Site Development Plan Review (SDR-24986) and replace with "a minimum of 50 percent of the ground floor façade at the Bridger Avenue and 4th Street frontages shall be glazed with clear or lightly tinted glass."

3. Conformance to the building elevation plans date stamped December 12, 2008, except as amended by conditions herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Review of Condition Number 6 of an approved Site Development Plan Review (SDR-24986), which stated, "Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22 percent (as defined by the National Institute of Standards and Technology)." In addition, the applicant is requesting a change of material at the buildings south, west, and north elevations to an engineered architectural painted metal wall system in lieu of the windows and mesh screen at 233 South 4th Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/23/06	The Planning and Development Department approved a request for a Site Development Plan Review (SDR-13532) for proposed improvements to an existing building at 233 South 4th Street.
12/05/07	The City Council approved a request for a Major Amendment (SDR-24986) to an existing Site Development Plan Review (SDR-13532) to decrease parking for a proposed Plaza at 233 South 4th Street. The Planning Commission recommended approval on 11/08/07.
05/05/08	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-27673) for the 4th Street and Bridger Reversionary Map.
Related Building Permits/Business Licenses	
05/06/08	A building permit (107902) was issued for 1st floor tenant improvements at 233 South 4th Street. The permit is still active.
05/06/08	A building permit (107903) was issued for 2nd floor tenant improvements at 233 South 4th Street. The permit is still active.
05/06/08	A building permit (107904) was issued for 3rd floor tenant improvements at 233 South 4th Street. The permit is still active.
05/06/08	A building permit (107905) was issued for a trash enclosure at 233 South 4th Street. The permit is still active.
05/06/08	A building permit (107906) was issued for onsite improvements at 233 South 4th Street. The permit is still active.

Pre-Application Meeting	
12/09/08	A pre-application meeting was held with the applicant to discuss Title 19 and submittal requirements for the Review of Condition application.
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.48

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Proposed Plaza	C (Commercial)	C-2 (General Commercial)
North	Parking Lot	C (Commercial)	C-2 (General Commercial)
South	Federal Building	C (Commercial)	C-2 (General Commercial)
East	Financial Institution and Parking Lot	PF (Public Facilities)	C-V (Civic)
West	Office	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		Y
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition Number 6 of an approved Site Development Plan Review (SDR-24986). This condition stated, "Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22 percent (as defined by the National Institute of Standards and Technology)." In addition, the applicant is requesting a change of material at the buildings south, west, and north elevations to an engineered architectural painted metal wall system in lieu of the windows and mesh screen.

The proposed development is located within the Las Vegas Redevelopment and Downtown Centennial Plans. As proposed, the ground floor of the building would have solid metal panels along both street frontages instead of glazing, offering no visual interest for pedestrians or building patrons. One of the goals and objectives of the Downtown Centennial Plan is to create streetscapes that provide safety and comfort, while using expression lines and expression zones to create visually interesting facades using materials, colors, and/or relief for pedestrians. Those facilities located within the Office Core of the Plan are prohibited from using extended, blank, expressionless walls at street level.

The Downtown Centennial Plan, Section VI- Design Standards per District for the Office Core, paragraph 5(f) requires "Reflective or tinted glass not exceed 60 percent of the overall exterior enclosure of any building. Reflectivity of any glass shall not exceed 22 percent reflectivity index. Only non-reflective clear glass or non-reflective tinted glass with a visible light transmittance of about 60 percent shall be used on ground floors in all pedestrian oriented areas."

It is recommended that glazing be used on at least 50 percent of the Bridger Avenue and 4th Street frontages of the building; while windows above the ground floor would be desirable, they are not as crucial to the aesthetics and safety of the pedestrian realm.

FINDINGS

Site Development Plan Review (SDR-24986) Condition Number 6 was placed on the subject property by the City Council to ensure compliance with the development standards as outlined in the Downtown Centennial Plan. The applicant agreed to these conditions when the Site Development Plan Review was approved. Removal of Condition Number 6 and approval of the change in materials would not meet the intended goals and objectives of the Downtown Centennial Plan, thereby diminishing the ambiance of comfort, safety, and interest for pedestrians along the corridor. Staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 101 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-32634 APN: 139-34-601-004

Name of Property Owner: API NEVADA PROPERTIES

Name of Applicant: SEAN BAKER

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____X_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James Owen

Print Name: James Owen

Subscribed and sworn before me

This 11th day of December 2008

Patricia S. Lawrence

Notary Public in and for said County and State

PATRICIA S. LAWRENCE
Notary Public, State of Nevada
Appointment No. 98-5195-1
My Appt. Expires Sept. 2, 2012

PARKING ANALYSIS PER TITLE 19 DESIGN STANDARDS &
THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN

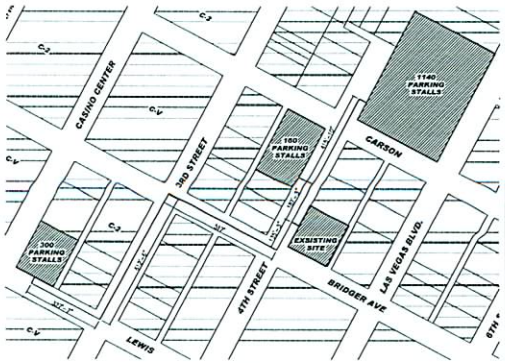
OVERALL SQUARE FOOTAGE BREAKDOWN:

1ST LEVEL	9,167 SQ. FT.
2ND LEVEL	8,571 SQ. FT.
3RD LEVEL	8,813 SQ. FT.
TOTAL =	26,551 SQ. FT.

26,551 SQ. FT. \ 100 = 265.51

PARKING STALLS REQUIRED: 266
ALTERNATIVE PARKING ARRANGEMENTS PROVIDED: 1,625

Y:\01-PROJECTS\05\0514_L-MEET\01_CAD\05_ZONING\Chapter_19.jpg



2 PARKING GARAGE REFERENCE PLAN
NTS

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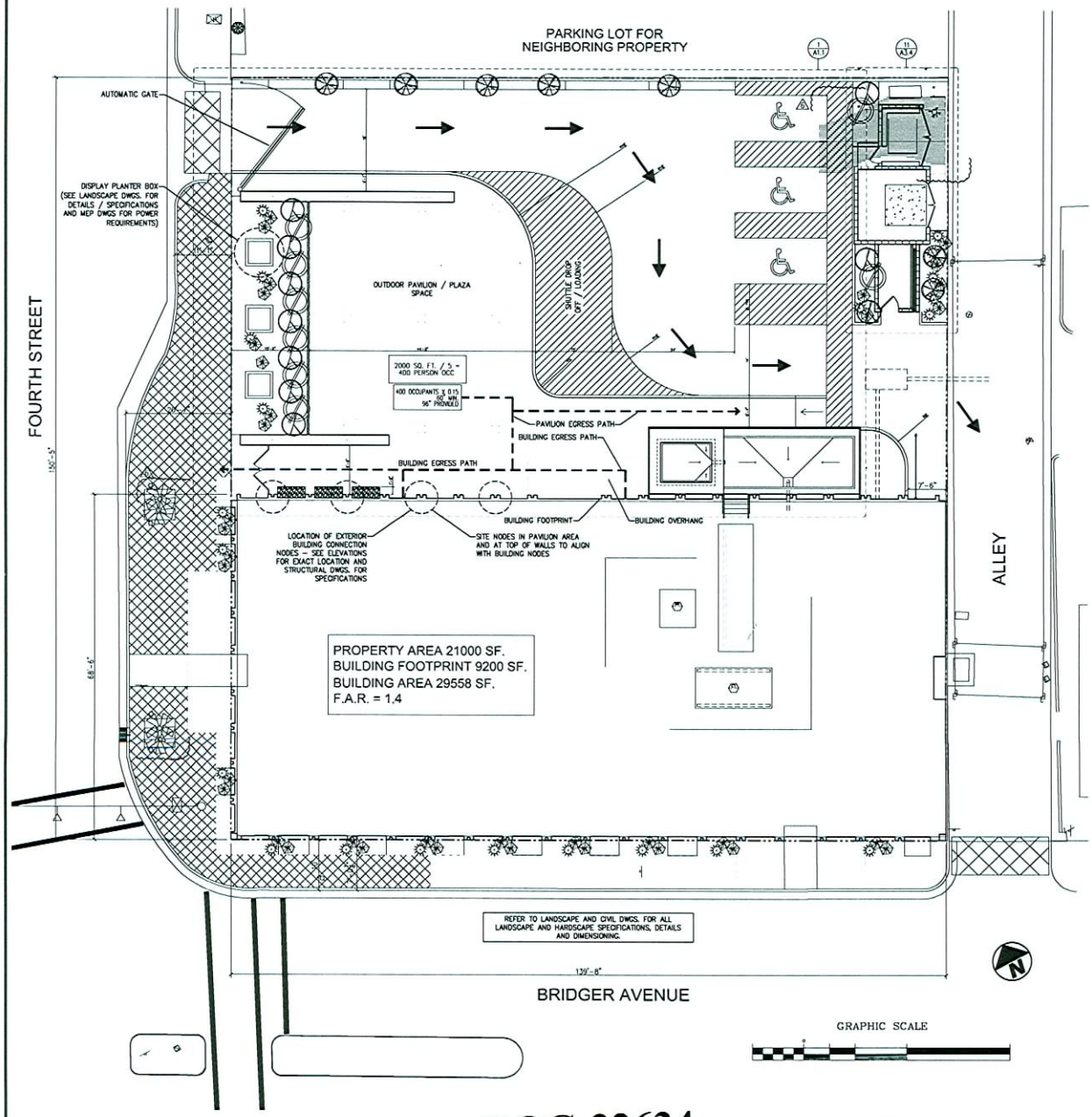

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notes:
-

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SITE PLAN

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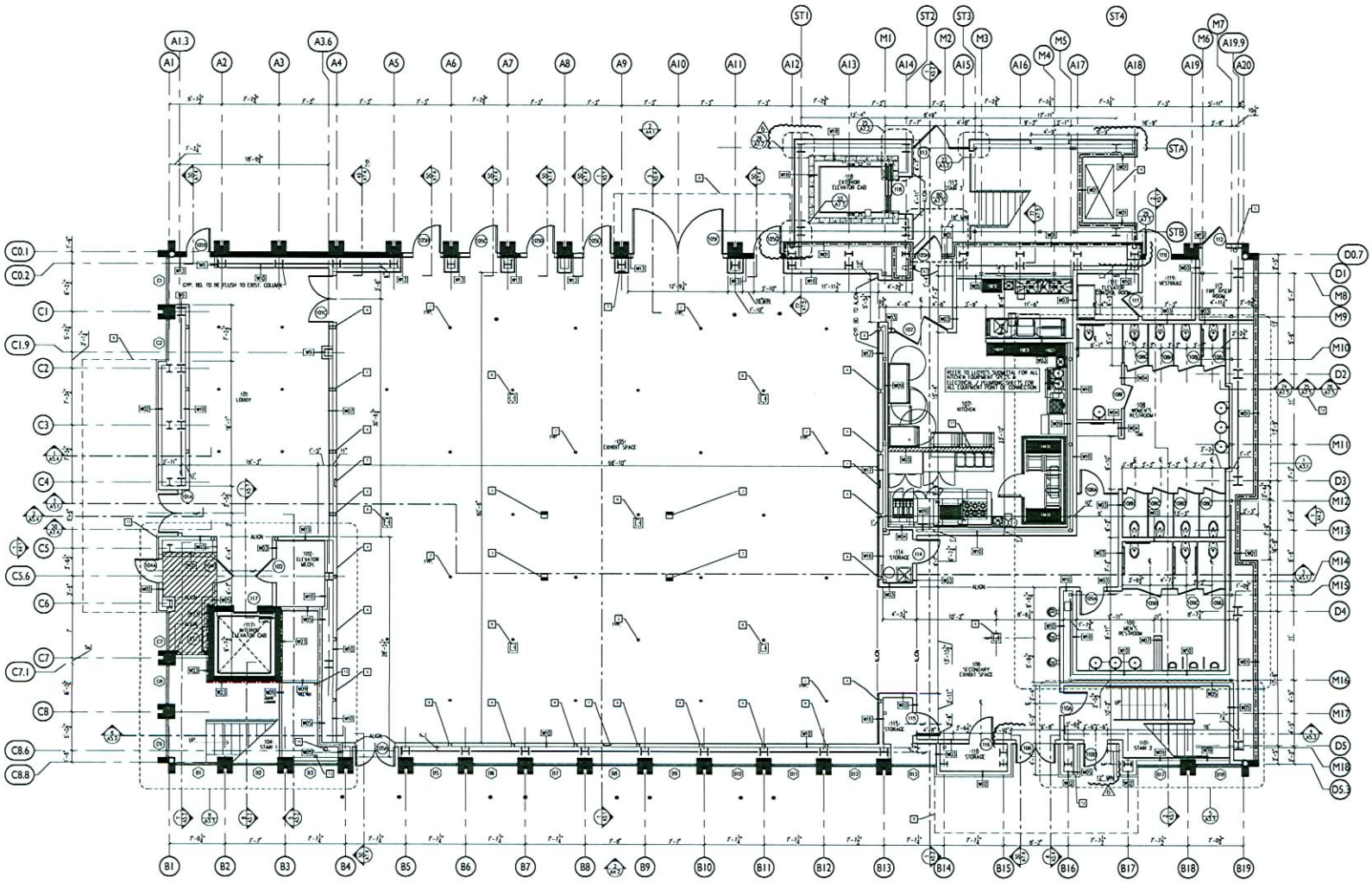

1 1ST FLOOR PLAN
3/16" = 1'-0"

WALL LEGEND

	EXISTING WALL TO REMAIN
	2x METAL FRAMED WALL REFER TO WALL SCHEDULE
	2X PARTIAL HEIGHT METAL FRAMED WALL REFER TO WALL SCHEDULE
	1 HR RATED FIRE WALL REFER TO WALL SCHEDULE
	CMU WALL REFER TO STRUCTURAL

notes:

1. NOTE
2. FLOOR NODE SEE DETAIL 133/A8.2
3. AREA DRAIN & WATER LINE-129/A8.2
4. UNISTRUT FRAMING CHANNEL IN WALL- SEE DETAIL 109,110,111/A8.1 (NOTE: CHANNEL TO ALIGN WITH UNISTRUT CEILING CHANNEL ABOVE)
5. FIRE MAIN LINE INTO BLDG.
6. A/V & ELECTRICAL BOX SEE DETAIL 130/A8.2, VERIFY SPECIFICATION W/ A/V DRAWINGS
7. COMPRESSED AIR SYSTEM OUTLET - SEE MEP DWGS. FOR DETAILS AND SPECIFICATIONS
8. CANOPY ABOVE
9. ELECTRICAL SWITCH GEAR, SEE ELECTRICAL DRAWINGS.
10. FIRE RISER VALVE-137/A8.3
11. PARTIAL HEIGHT WALL, TOP OF FRAMING @ 54" T.O. WALL
12. 1HR RATING TO EXTEND TO EXTERIOR SHEATHING
13. TUBE STEEL STAIR SUPPORT PER STRUCTURAL, FUR WALL TO CONCEAL
14. VERIFY SPECIFIED DETAIL LOCATION WITH EXISTING FTG.AND SLAB CONDITION

GENERAL NOTES:

A. ALL EQUIPMENT LABELED "PROVIDED BY OWNER" IS TO BE REMOVED FROM ITS EXISTING LOCATION AT 3260 JOE W. BROWN, RELOCATED, AND REINSTALLED PER PLAN AND DETAIL SPECIFICATIONS
B. ALL EXISTING WALL FINISHES THAT DO NOT ENTAIL NEW CONSTRUCTION ARE TO BE PREPPED & TREATED W/ PLASTER W/ LEVEL 5 FINISH & PAINT. WHERE ACCESSIVE WEAR DAMAGE OR ABSENCE OF A PATABLE SUBSTRATE IS ENCOUNTERED PROVIDE NEW GYPSUM 5/8" TYP. "X" BD. AND TEXTURE TO MATCH.
C. FIRE SPRINKLER DESIGN / MODIFICATIONS TO BE PROVIDED BY GENERAL CONTRACTOR / SUB CONTRACTOR.
D. DIMENSIONS ARE TO ROUGH FRAMING.
E. SEE A6.1-A6.7 FOR ALL INTERIOR ELEVATIONS.

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1ST FLOOR PLAN

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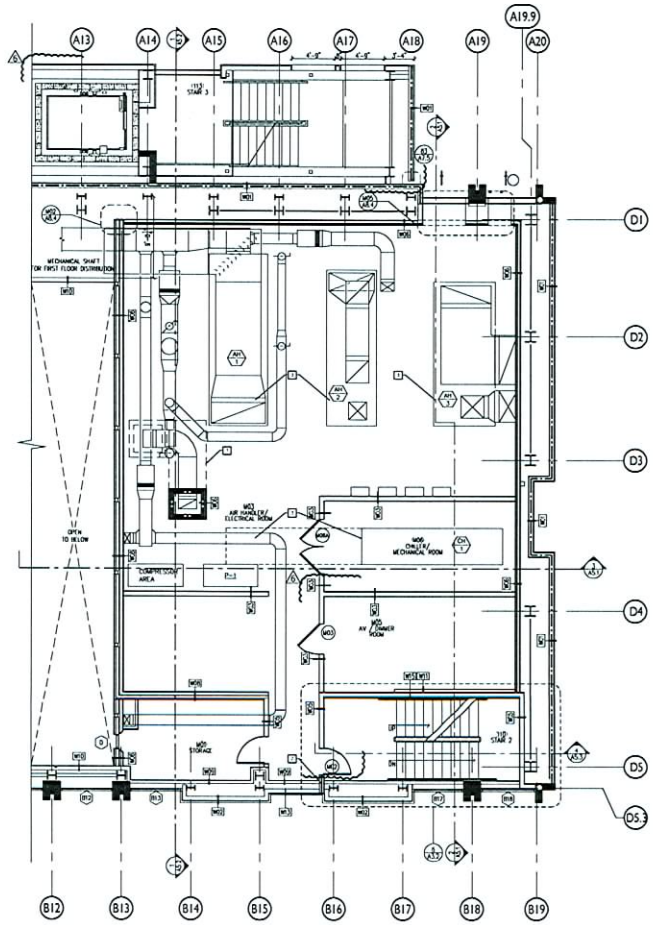

1 MEZZANINE PLAN
3/16" = 1'-0"

notes:

1. MECHANICAL CHASE ABOVE
2. 1HR RATING TO EXTEND TO EXTERIOR SHEATHING
3. MECHANICAL EQUIPMENT – SEE MEP DRAWINGS FOR DETAILS AND SPECIFICATIONS

GENERAL NOTES:

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B. ALL EXISTING WALL FINISHES THAT DO NOT ENTAIL NEW CONSTRUCTION ARE TO BE PREPPED & TREATED W/ PLASTER W/ LEVEL 5 FINISH & PAINT. WHERE ACCESSIVE WEAR DAMAGE OR ABSENCE OF A SUITABLE SUBSTRATE IS ENCOUNTERED PROVIDE NEW GYPSUM 5/8" TYP. "X" BD. AND TEXTURE TO MATCH.
C. FIRE SPRINKLER DESIGN / MODIFICATIONS TO BE PROVIDED BY GENERAL CONTRACTOR / SUB CONTRACTOR.
D. DIMENSIONS ARE TO ROUGH FRAMING.
E. SEE A6.1–A6.7 FOR ALL INTERIOR ELEVATIONS.

WALL LEGEND

	EXISTING WALL TO REMAIN
	2X METAL FRAMED WALL REFER TO WALL SCHEDULE
	2X PARTIAL HEIGHT METAL FRAMED WALL REFER TO WALL SCHEDULE
	1 HR RATED FIRE WALL REFER TO WALL SCHEDULE
	CMU WALL REFER TO STRUCTURAL

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4 04/25/08	B.D. CORRECTION
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MEZZANINE PLAN

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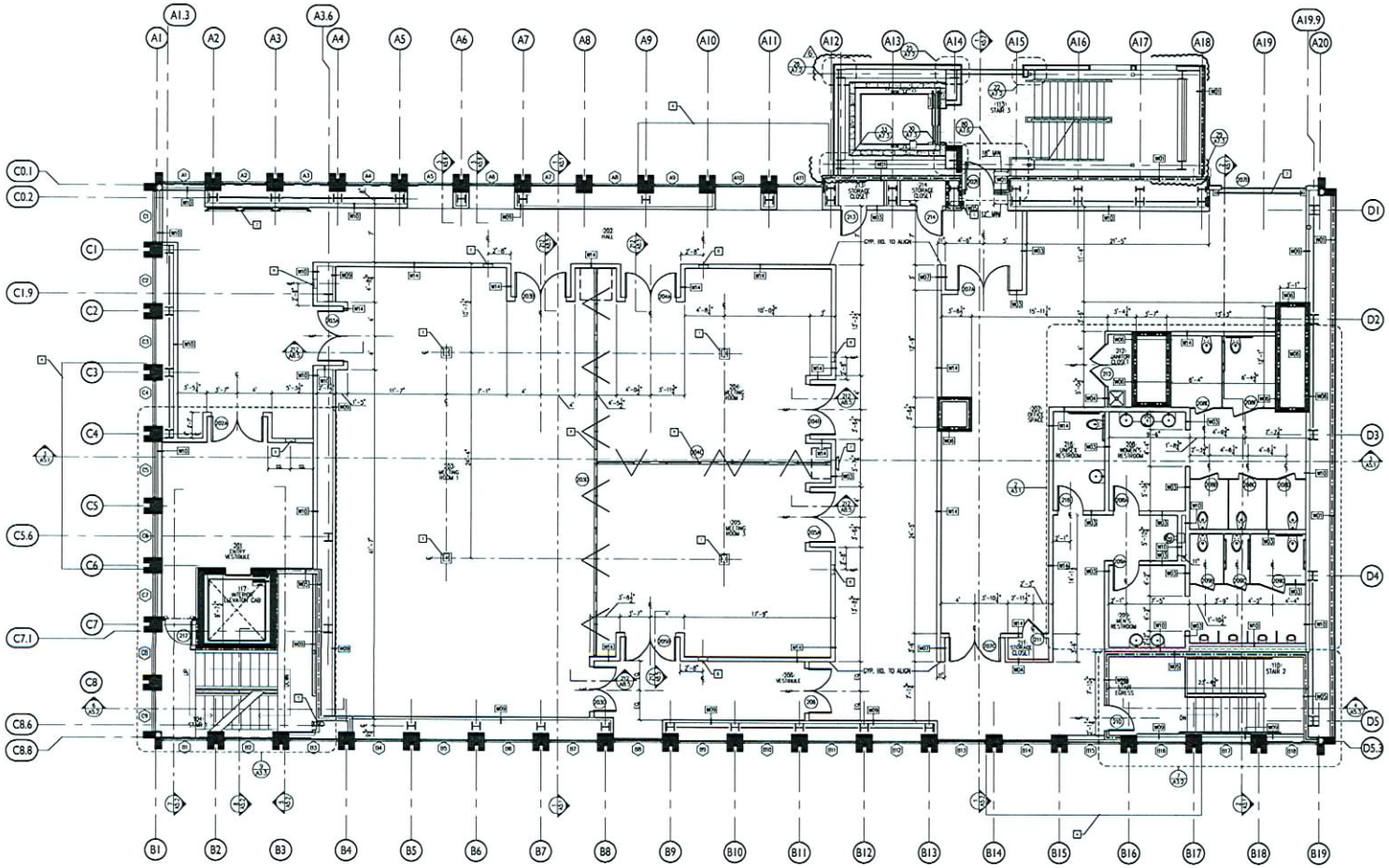

1 2ND FLOOR PLAN
3/16" = 1'-0"

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WALL LEGEND

	EXISTING WALL TO REMAIN
	2x METAL FRAMED WALL REFER TO WALL SCHEDULE
	2X PARTIAL HEIGHT METAL FRAMED WALL REFER TO WALL SCHEDULE
	1 HR RATED FIRE WALL REFER TO WALL SCHEDULE
	CMU WALL REFER TO STRUCTURAL

notes:

1. A\V FLOOR BOX – RE: 201/A8.5 SEE A\V DWGS. FOR SPECIFICATION (NOTE: CONTRACTOR TO VERIFY BOX LOCATIONS DO NOT INTERFERE WITH STRUCTURAL BEAMS BELOW)
2. LCD ARRAY, SEE A/V DRAWINGS
3. MODULAR PROTECTIVE GUARD RAIL
4. CANOPY BELOW
5. FIRE RISER VALVE
6. DOOR SIGNAGE – SEE A/V DWGS. AND INTERIOR ELEVATIONS FOR DETAILS RE: 206/A8.5
7. FLAT PANEL MONITOR – SEE A/V DWGS. FOR SPECIFICATION
8. AIRWALL – RE: 202/A8.5

GENERAL NOTES:

A. ALL EQUIPMENT LABELED "PROVIDED BY OWNER" IS TO BE REMOVED FROM ITS EXISTING LOCATION AT 3260 JOE W. BROWN, RELOCATED, AND REINSTALLED PER PLAN AND DETAIL SPECIFICATIONS
B. ALL EXISTING WALL FINISHES THAT DO NOT ENTAIL NEW CONSTRUCTION ARE TO BE PREPPED & TREATED W/ PLASTER W/ LEVEL 5 FINISH & PAINT. WHERE ACCESSIVE WEAR DAMAGE OR ABSENCE OF A SUITABLE SUBSTRATE IS ENCOUNTERED PROVIDE NEW GYPSUM 5/8" TYP. "X" BD. AND TEXTURE TO MATCH.
C. FIRE SPRINKLER DESIGN / MODIFICATIONS TO BE PROVIDED BY GENERAL CONTRACTOR / SUB CONTRACTOR.
D. DIMENSIONS ARE TO ROUGH FRAMING.
E. SEE A6.1–A6.7 FOR ALL INTERIOR ELEVATIONS.

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2ND FLOOR PLAN

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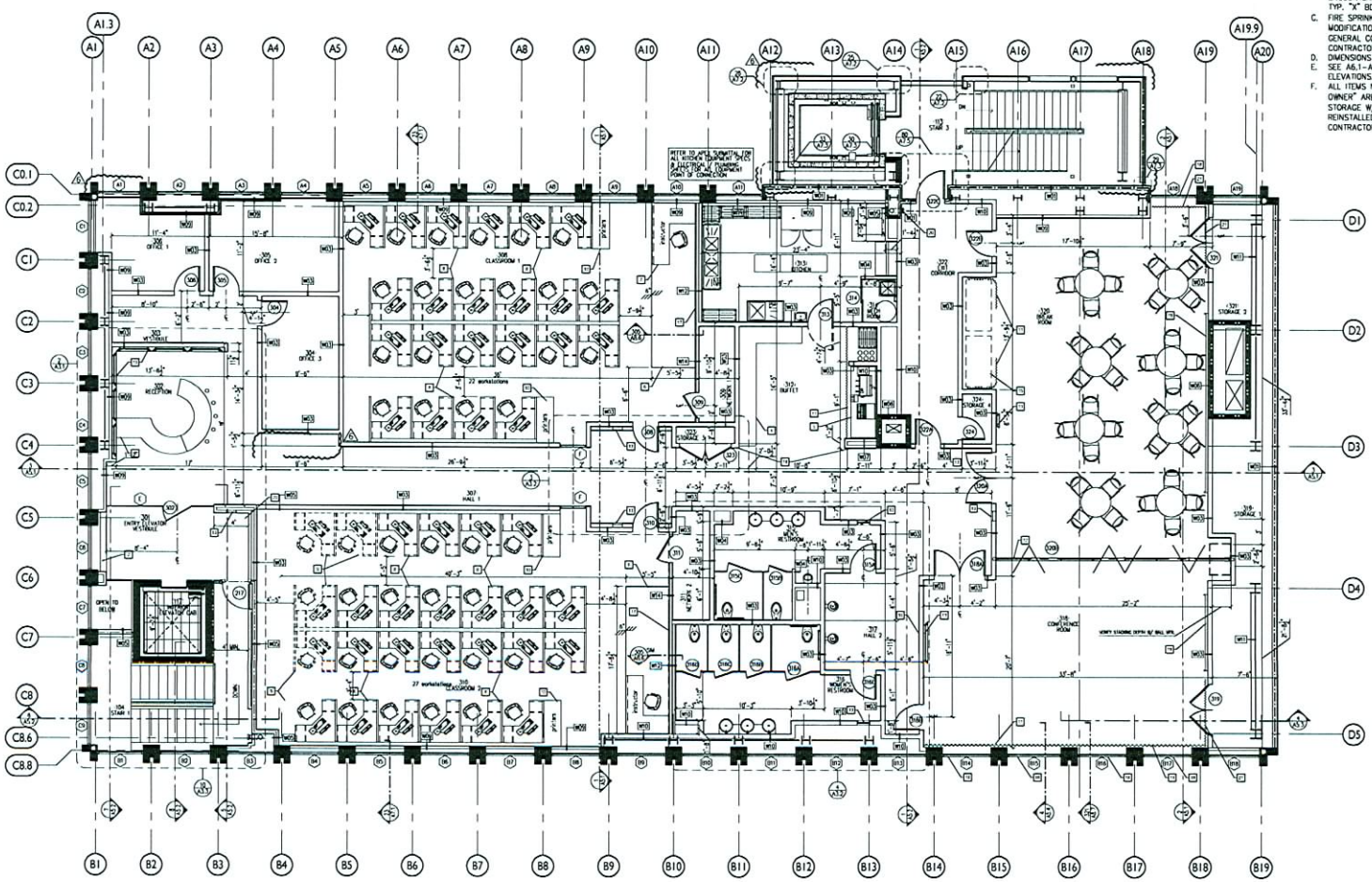

1 3RD FLOOR PLAN
3/16" = 1'-0"

GENERAL NOTES:

A. ALL EQUIPMENT LABELED "PROVIDED BY OWNER" IS TO BE REMOVED FROM ITS EXISTING LOCATION AT 3260 JOE W. BROWN, RELOCATED, AND REINSTALLED PER PLAN AND DETAIL SPECIFICATIONS
B. ALL EXISTING WALL FINISHES THAT DO NOT ENTAIL NEW CONSTRUCTION ARE TO BE PREPPED & TREATED W/ PLASTER W/ LEVEL 5 FINISH & PAINT. WHERE ACCESSIVE WEAR DAMAGE OR ABSENCE OF A SUITABLE SUBSTRATE IS ENCOUNTERED PROVIDE NEW GYPSUM ☒ TYP. "X" BD. AND TEXTURE TO MATCH.
C. FIRE SPRINKLER DESIGN / MODIFICATIONS TO BE PROVIDED BY GENERAL CONTRACTOR / SUB CONTRACTOR.
D. DIMENSIONS ARE TO ROUGH FRAMING.
E. SEE A6.1-A6.7 FOR ALL INTERIOR ELEVATIONS.
F. ALL ITEMS NOTED "PROVIDED BY OWNER" ARE TO BE REMOVED FROM STORAGE W/ CARE, TRANSPORTED AND REINSTALLED BY GENERAL CONTRACTOR/SUB CONTRACTORS.

WALL LEGEND

- EXISTING WALL TO REMAIN
- 2x METAL FRAMED WALL REFER TO WALL SCHEDULE
- 2X PARTIAL HEIGHT METAL FRAMED WALL REFER TO WALL SCHEDULE
- 1 HR RATED FIRE WALL REFER TO WALL SCHEDULE
- CMU WALL REFER TO STRUCTURAL

notes:

1. RECEPTION DESK RE: MILLWORK DRAWINGS
2. SIGNAGE WALL PROVIDED BY OWNER - 313/A8.6
3. ~~BUFFET PROVIDED BY OWNER~~ OMIT/A
4. BUFFET PROVIDED BY OWNER
5. EXISTING BEVERAGE CABINET PROVIDED BY OWNER
6. STAGE - 305/A8.6
7. INSTRUCTOR DESK PROVIDED BY OWNER
8. WORK STATIONS PROVIDED BY OWNER, 44 TOTAL
9. WORK STATIONS TO BE CONSTRUCTED, 5 TOTAL
10. PRINTER STATION PROVIDED BY OWNER
11. CURTAIN - SEE INTERIOR ELEVATION AND SCHEDULE FOR SPECS. - 317/A8.6
12. AIR WALL - SEE DOOR SCHEDULE FOR SPECS. - 309/A8.6
13. DOOR SIGNAGE - SEE A/V DWGS. AND INTERIOR ELEVATIONS FOR DETAILS RE: 206/A8.5
14. WALL FINISHES TO ALIGN
15. TABLE LOCATION FOR CATERED FOOD
16. STEEL SIGNAGE PROVIDED BY OWNER - 301/A8.6
17. PROJECTION SCREEN - SEE A\V DWGS. AND DETAILS FOR SPECIFICATIONS
18. EXISTING WINDOW TO BE REMOVED AND REPLACED WITH TEMPERED GLASS
19. BUBBLE WALL - SEE DETAIL 322/A8.7
20. FIRE RISER VALVE - 137/A8.3
21. CURTAIN - SEE INTERIOR ELEVATION AND SCHEDULE FOR SPECS.

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3RD FLOOR PLAN

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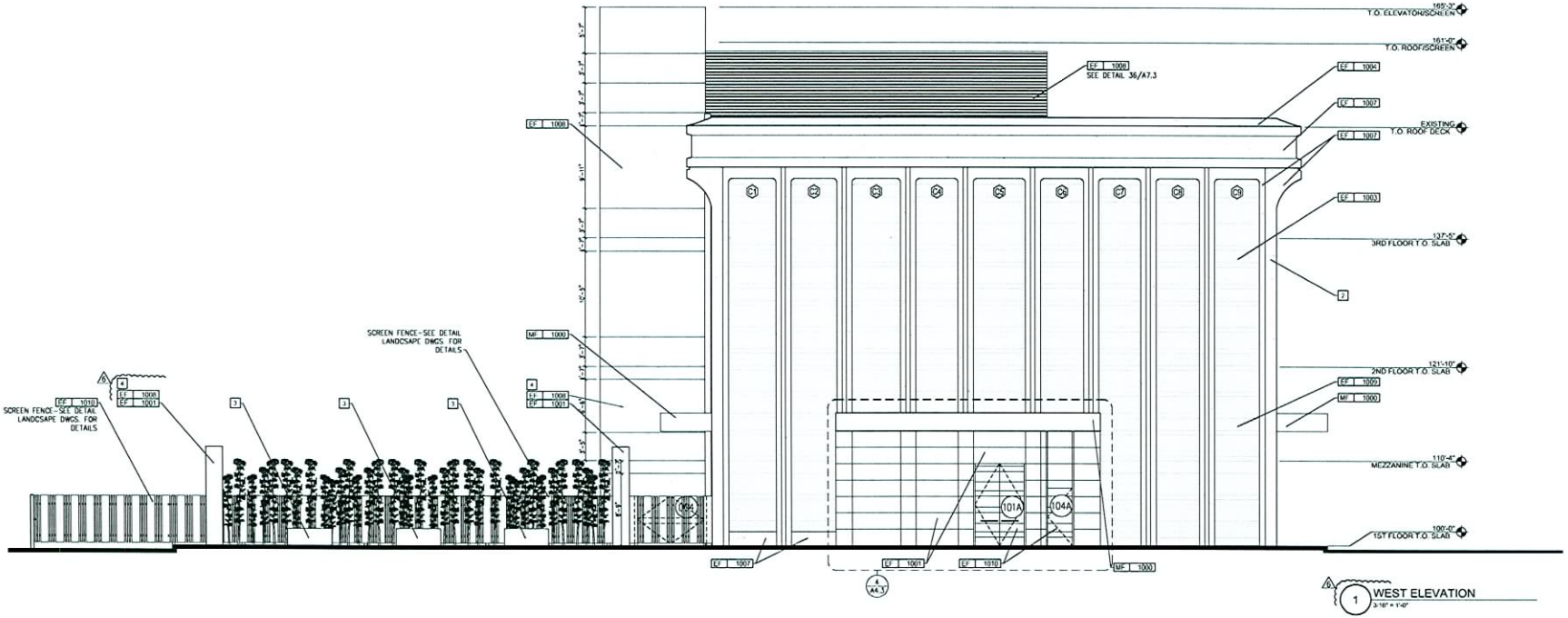

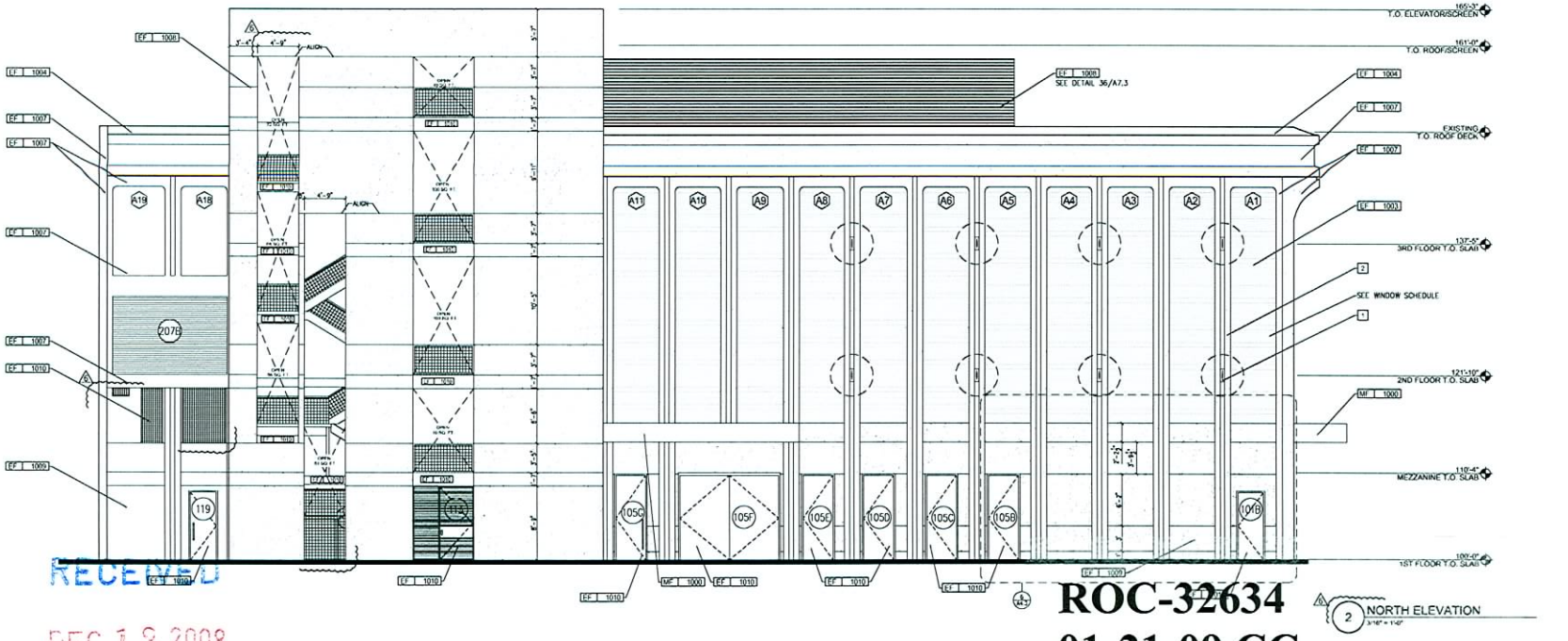

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notes:

1. ATTACHMENT NODE, RE: 37/A7.3 – SEE STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS.
2. ALL EXISTING STUCCO TO BE REFINISHED SEE EXTERIOR FINISH SCHEDULE FOR DETAILS.
3. PLANTER BOX DISPLAY BOXES RE: LANDSCAPE DWGS. FOR SPECIFICATIONS AND DETAILS
4. OPTIONS FOR FINISH PER OWNER

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ELEVATIONS

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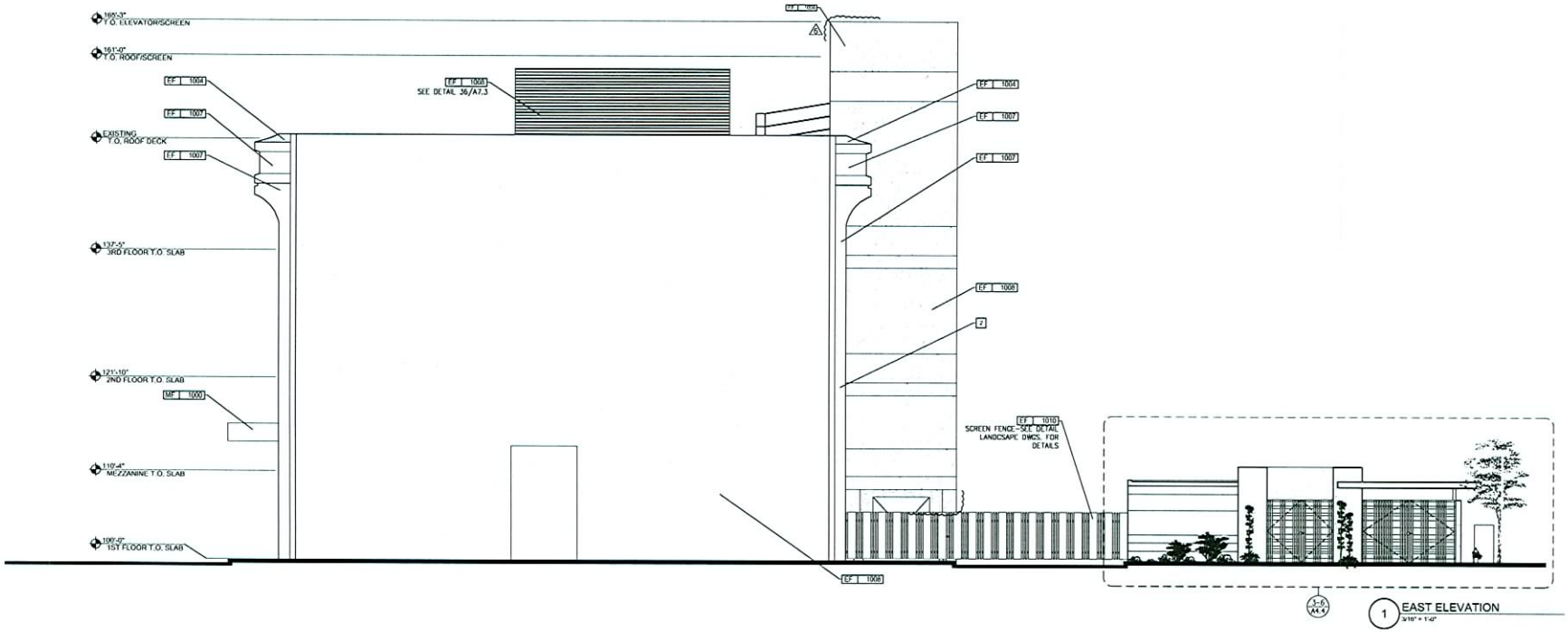

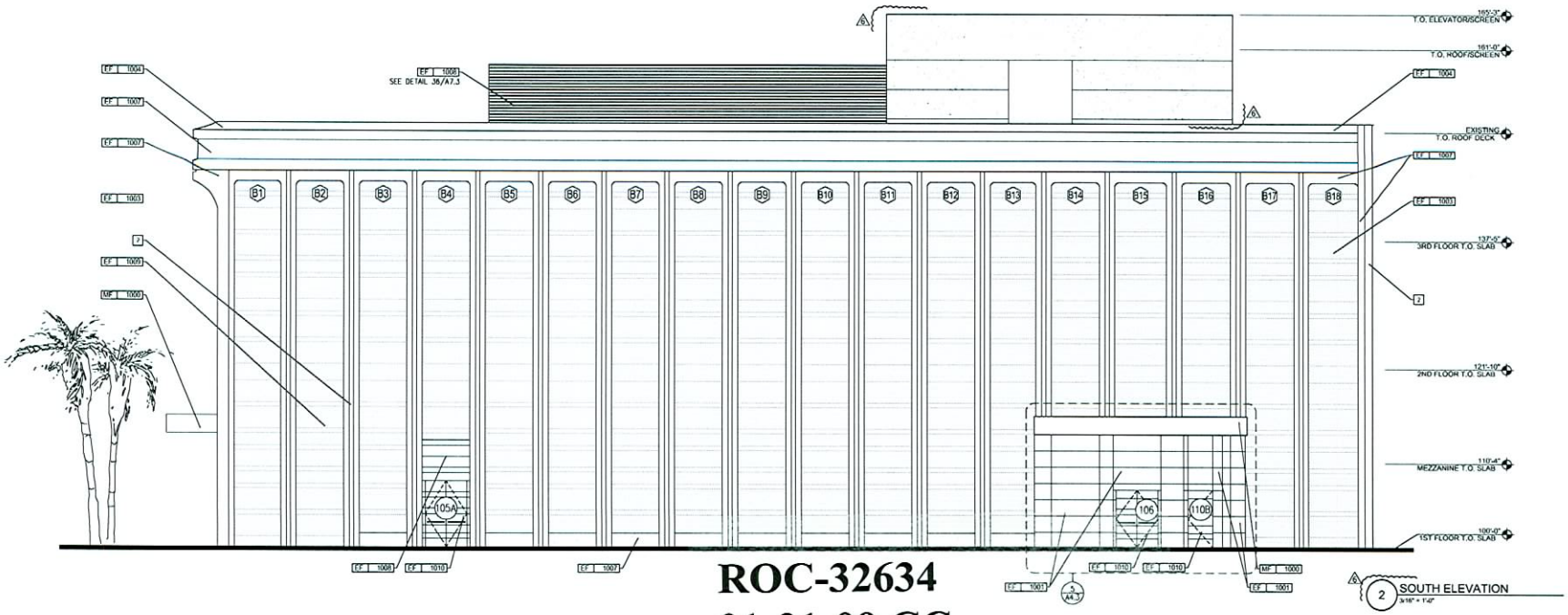

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notes:

1. ATTACHMENT NODE, RE: 37/A7.3 – SEE STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS.
2. ALL EXISTING STUCCO TO BE REFINISHED SEE EXTERIOR FINISH SCHEDULE FOR DETAILS.

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ELEVATIONS

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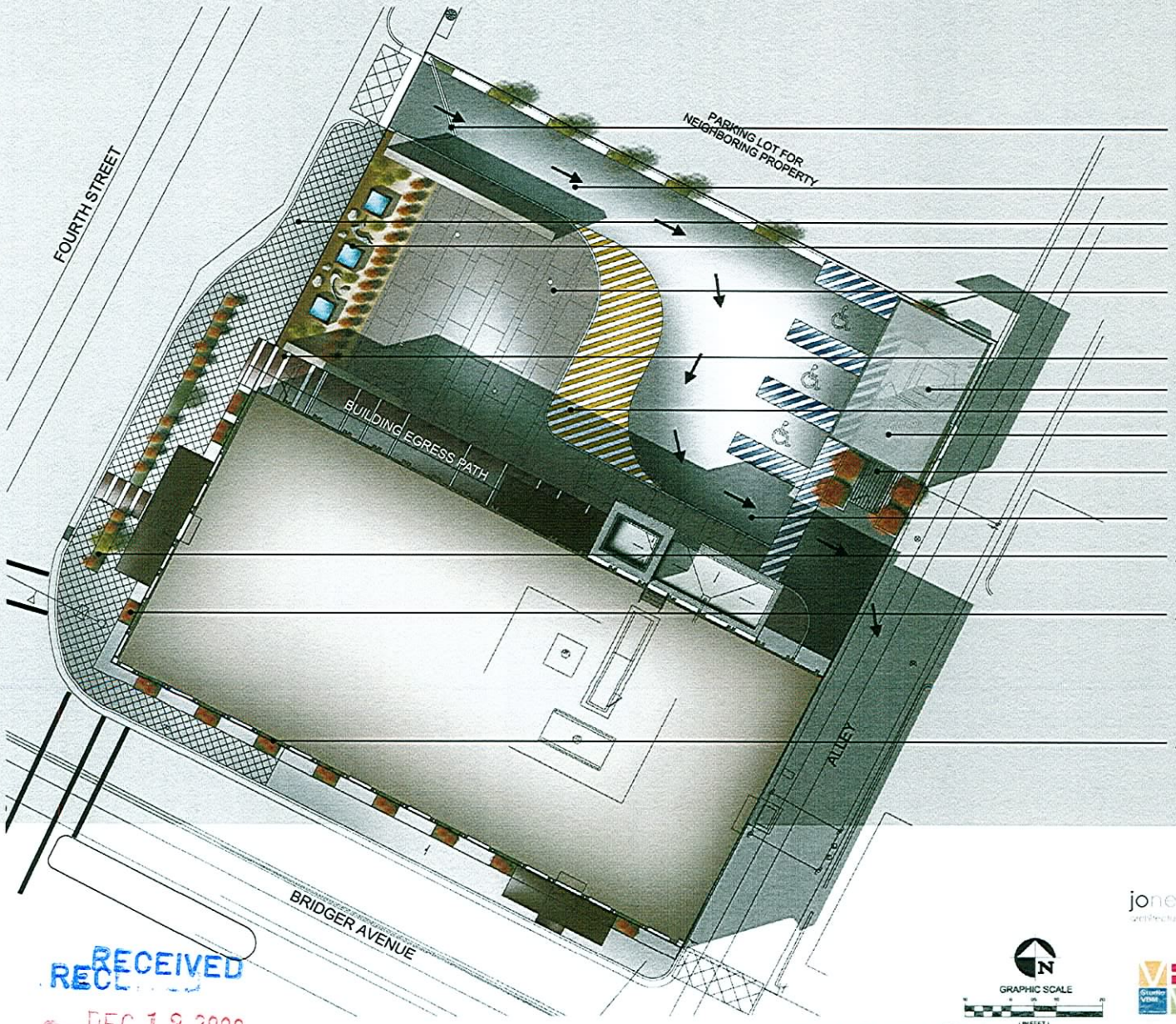
PROPOSED OUTDOOR EVENT SPACE 11-08-07



- ENTRY GATE
- DESIGNATED DRIVE AISLE
- ENHANCED PUBLIC SIDEWALK
- LANDSCAPE AREA WITH CHANGEABLE DISPLAYS AND PUBLIC ART
- OUTDOOR EVENT AREA
- PEDESTRIAN GATEWAY AND DECORATIVE FENCE PANIC HARDWARE
- COVERED WASTE RECEPTACLE PER TITLE 19 STANDARDS
- LOADING / DROP OFF ZONE FOR EVENT SHUTTLE
- COVERED NEVADA POWER TRANSFORMER
- STORAGE AREA FOR EVENT FENCING
- DESIGNATED DRIVE AISLE
- ADDITIONAL LANDSCAPE PLANTERS
- ADDITIONAL LANDSCAPE PLANTERS
- ADDITIONAL LANDSCAPE PLANTERS

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GRAPHIC SCALE

STUDIO VBM, LLC
LAND PLANNING / LANDSCAPE ARCHITECTURE

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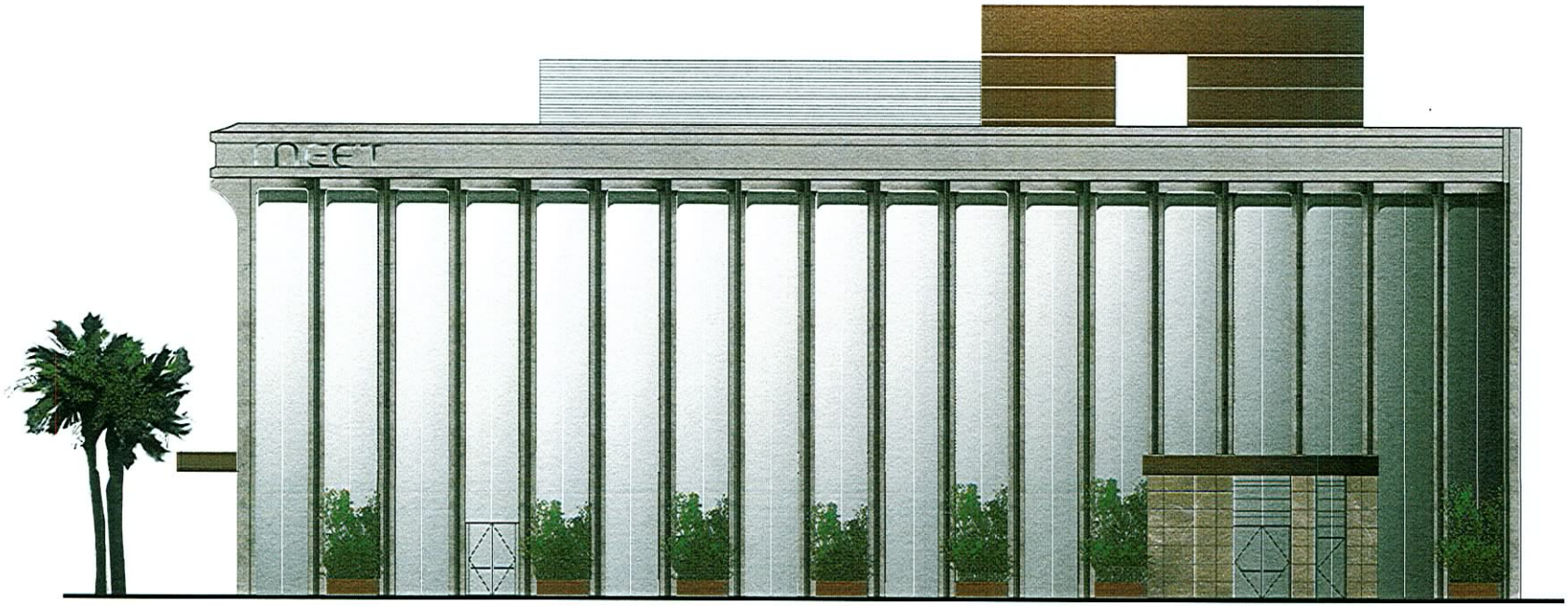

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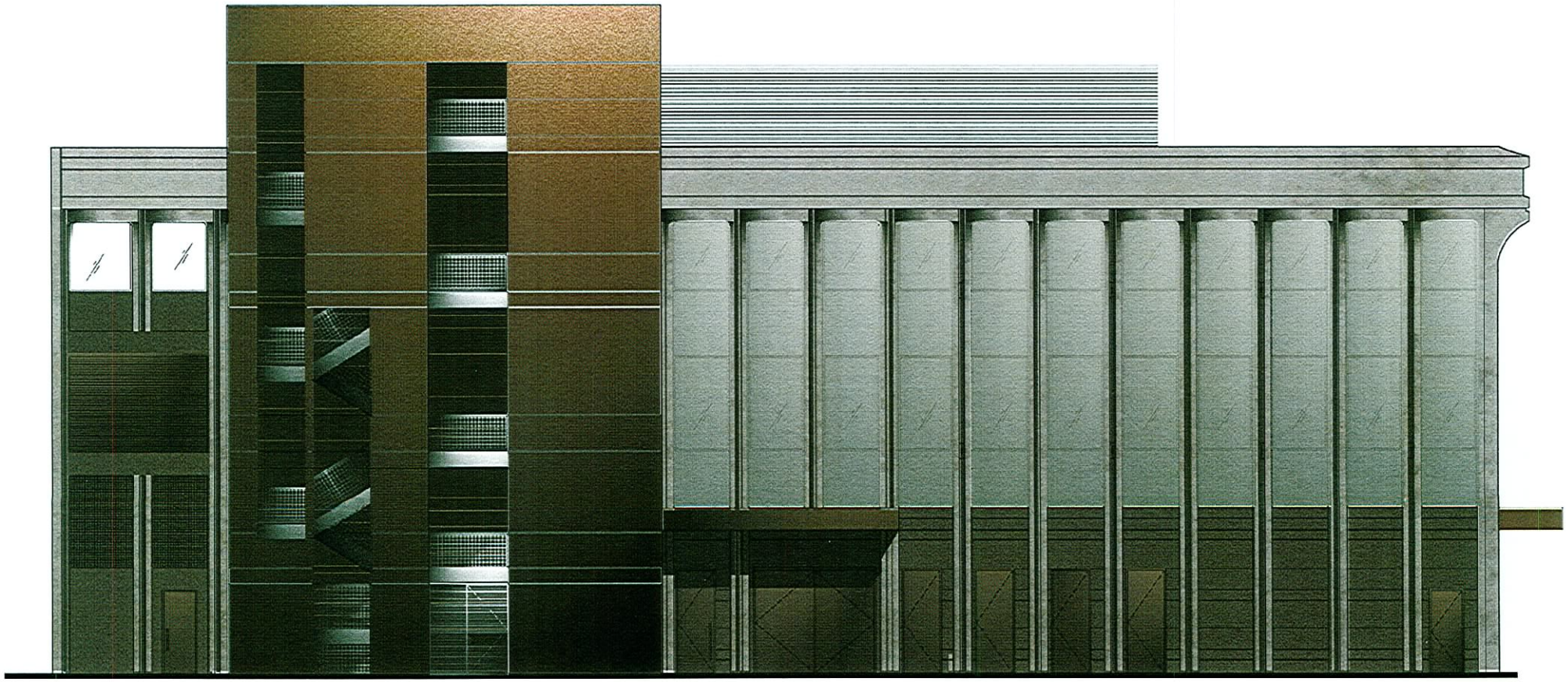

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BAKER
CONSTRUCTION
INCORPORATED

5720 Arville Suite 118 Las Vegas, Nevada 89118
Office 263-7561 Fax 263-5135 Email Bakerconst1@aol.com

December 12, 2008

City of Las Vegas Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: ***SDR-24986 – Review of Condition #6 & Request Change of Material at Building Elevations***

To whom it may concern,

This letter is being submitted to request the removal of Condition #6 on SDR-24986 that states, "Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology)." Along with the removal of this condition we are asking that staff and council approve our request for a change of material at the buildings South, West and North elevations.

The original planning submittal calls for a "Mesh Screen" (similar to that of a fabric solar sunscreen) to be installed over the existing windows at the 2nd and 3rd floors at the South, West and North building elevations. A mock up of this mesh screen was installed roughly 6 months ago and has been on the building since then. During this time the mesh screen has weather dramatically making the screen look very old and dingy. After discussions with the Architect and Owner regarding our concerns for using this material, we have come up with an alternative.

We are proposing to use an engineered architectural painted metal wall system in lieu of the mesh screen (see attached photos). This metal wall system would cover all of the existing buildings glazing at the South, West and North elevations. It will be the same metal system that is specified for the three (3) canopies around the building. This proposed product has a 20-year warranty and gives the building more of a "high end" look...more so than what the original fabric mesh screen did. We are asking that staff recommend approval of this material change and also grant removal of condition #6 so that this wall system may be installed over all existing building glazing.

I trust this information will be useful. Please feel free to contact me if you have any questions.

Sincerely,

Shawn Mitchell

Sr. Project Manager
Baker Construction
C: 702-493-3229

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LAS VEGAS CITY COUNCIL

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December 7, 2007

Mr. Daniel Maddux
API Nevada Properties, Incorporated
660 North Main Avenue
San Antonio, Texas 78205

RE: SDR-24986 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 5, 2007

Dear Mr. Maddux:

The City Council at a regular meeting held December 5, 2007 APPROVED the request for a Major Amendment to an existing Site Development Plan Review (SDR-13532) TO DECREASE PARKING FOR A PROPOSED PLAZA at 233 South Fourth Street (APN 139-34-610-029), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Site Development Plan Review (SDR-13532), except as amended herein.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/04/07, except as amended by conditions herein.

4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

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5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

6. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through waivers approved by City Council.

13. A Traffic Queuing Analysis or other information acceptable to the City Traffic Engineer must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. In addition, provide turning templates showing expected vehicle maneuvering into and out of this site.

14. If the entry gates proposed are to be electrically opened and closed, the gates may be placed immediately behind the street right-of-way line (i.e., on the private property side of where the sidewalk is located). If the entry gate is to be manually opened and closed, the gates shall be set back a sufficient distance (a minimum of 18 feet) to allow a vehicle to pull completely out of the public street right-of-way before parking to manually operate the gate; alternatively the gates shall remain open during regular business hours. The installation of either swing gates or rolling gates is acceptable as long as no part of the gates, either in the opened or closed position, intrude into the public right-of-way.

15. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located within the public rights-of-way adjacent to this site prior to the issuance of any permits.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Shawn Mitchell
Jones/Greenwold LLC
4150 West Flamingo Road, Suite B
Las Vegas, Nevada 89103

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City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 21, 2009

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED