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), STAVROS S. ANTHONY (Ward 4)

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.

July 15, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER
7. RECOGNITION OF THE PUBLIC WORKS DEPARTMENT
8. RECOGNITION OF THE THREE SQUARE FOOD BANK CHARITABLE EFFORT
9. PRESENTATION OF GRANT FROM THE SOUTHERN NEVADA CHAPTER OF THE INTERNATIONAL CODE COUNCIL

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 Special City Council Meeting of June 8, 2009 and the regular City Council meeting of June 17, 2009

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 First Amendment to the Centennial Grant Agreement between the Commission for the Las Vegas Centennial and 300 Stewart Ave. Corporation for additional grant funds of $300,000 for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

13. Approval of an Interlocal Agreement by and between the Clark County School District (CCSD), a political subdivision of the State of Nevada (the District), and the City of Las Vegas (City), a municipal corporation of the State of Nevada, concerning a contribution of $5,000,000 for the construction of the Smith Center for the Performing Arts, located at the southwest corner of Symphony Park Avenue and City Parkway within the Symphony Park master planned development - Ward 5 (Barlow)

14. Approval to accept a grant award in the amount of $7,558,206 (JAG) Grant #2009-SB-B9-1637 from the U.S. Department of Justice to the City of Las Vegas as fiscal agent for the disparate jurisdiction consisting of the cities of Las Vegas, North Las Vegas, Henderson, and Mesquite, and Clark County - All Wards

FIELD OPERATIONS - CONSENT

15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right of Entry previously on record and continue to allow NV Energy access to the site for electrical systems needs located in the vicinity of Alta Drive and Hualapai Way, known as Angel Park Golf Course and Detention Basin, APNs 138-31-101-002 and 138-31-501-003 - Ward 2 (Wolfson)

16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right of Entry previously on record and continue to allow NV Energy access to the site for electrical systems needs located at 2824 East Charleston Boulevard, known as the Traffic Signal Repair Shop, APN 139-36-402-011 - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

18. Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, Durtenial Ventures, Inc., dba 7-Eleven Store 39138A, 6446 North Durango Drive, Suite 105, Harpreet S. Brar, Pres, Dir, Treas, Secy, 100% - Ward 6 (Ross)

19. Approval of a Change of Corporate Name for a Beer/Wine/Cooler Off-sale License, From: Nakata Trading, Inc., To: Nakata Market of Japan, Inc., dba Nakata Market of Japan, 2350 South Rainbow Boulevard, Suite 7, Kumiko A. Nakata, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

20. Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Alarmco, Inc., dba Alarmco, Inc., 2007 South Las Vegas Boulevard, Thomas D. Wilson, CEO, Secy, Dir, Ira G. Greenblott, VP, Treas, and Ethel R. Wilson Trust - Ward 3 (Reese)

21. Approval of a Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Striking Unlimited, LLC, dba Striking Unlimited, LLC, From: 7220 West Lake Mead Boulevard, To: 2230 North Rainbow Boulevard, Kenneth Hahn, Dir, Mgr, 100% jointly with spouse, and Yoriko Washiyama, 100% jointly with spouse - Ward 5 (Barlow)

22. Approval of a Change of Business Name for a Massage Establishment License, Hotspur Resorts Nevada, LTD, dba From: Aquae Sulis Salon, To: Aquae Sulis Spa, 221 North Rampart Boulevard, Thaddas L. Alston, Dir, Pres, Secy, Treas, 100% - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

23. Approval of Agreement No. 090234-DC, Construction Management for Oakey Meadows Storm Drain Phase I located at the intersection of Alta Drive and Valley View Boulevard - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($1,013,178.20 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

24. Approval of award of Blanket Services Agreement No. 090238-LD, General Engineering Services, Grant Writing Support and Autocad Training - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (Not-to-Exceed $500,000 - Various Funds)

25. Approval of Use Agreement 090240-SK to use the Las Vegas Valley Water District Bid No. 2029-06, Annual Requirements Contract for Biodiesel Blend Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. ($2,000,000 - Automotive Services Internal Service Fund)

26. Approval of award of Contract No. 090091-PL, Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: ELAN MARKETING, INC. ($899,996 - Print Media Internal Service Fund)

27. Approval of award of Bid No. 07.15341.17-TF, Desert Nature Preserve Trail located at Alta Drive and Hualapai Way and the construction conflicts and contingency reserve set by Finance and Business Services - Award recommended to: WISER CONSTRUCTION, LLC ($2,247,429.72 - Parks and Leisure Activities Capital Projects Fund) - Ward 2 (Wolfson)

28. Approval of award of Agreement No. 090223-TF, Engineering Design Services Agreement for Material Testing Construction Inspection and Geotechnical Services - Department of Field Operations - Award recommended to: AZTECH INSPECTIONS AND TESTING, INC. ($95,000 - Street Maintenance Special Revenue Fund) - All Wards

29. Approval of award of the First Amendment to Agreement No. 090109-TF, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD. ($347,992.24 - Road and Flood Capital Projects Fund) - All Wards

30. Approval of award of Contract No. 090252-CW, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to: BEECHER CARLSON INSURANCE SERVICES, LLC ($100,000 - Employee Benefit Fund Internal Service Fund)

31. Approval of award of Contract No. 090257-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: CIBA CORPORATION ($1,500,000 - Sanitation Enterprise Fund)

32. Approval of award of Contract No. 090256-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA ($2,500,000 - Sanitation Enterprise Fund)

HUMAN RESOURCES - CONSENT

33. Approval of the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY 2010 with AON Risk Services, Inc. ($261,142 - Self Insurance Liability Trust Fund)

34. Approval of Excess Workers' Compensation Insurance coverage for FY 2010 with Beecher Carlson Insurance Agency, LLC. ($530,988 - Workers' Compensation Self-Insured Fund)

35. Approval of the creation of a full-time regular Major Projects Development Manager position for the City Manager's Office to manage major projects to include but not limited to the new City Hall, the Smith Center for the Performing Arts and the Museum of Organized Crime and Law Enforcement ($100,000 + benefits - Redevelopment Special Revenue Fund)

NEIGHBORHOOD SERVICES - CONSENT

36. Approval to allocate $200,000 in Community Development Block Grant (CDBG) Construction funds for building repairs to the City-owned facility located at 1581 Main Street - Ward 5 (Barlow)

PLANNING & DEVELOPMENT - CONSENT

37. Approval of the Memorandum of Understanding with Commission for the Las Vegas Centennial for a grant of $200,000 of Centennial funds for the exhibits and marker project at Floyd Lamb Park Visitor's Center at Tule Springs – Ward 6 (Ross)

PUBLIC WORKS - CONSENT

38. Approval to file an Amendment to Right-of-Way Grant N-66120 with the Bureau of Land Management for additional roadway, sewer and drainage purposes lying within a portion of the West Half of the Northwest Quarter of the Northwest Quarter of Section 12, Township 20 South, Range 59 East, generally located on Alexander Road, APN 137-12-101-008 - Ward 4 (Anthony)

39. Approval to file an Amendment to Right-of-Way Grant N-78609 with the Bureau of Land Management for additional roadway and drainage purposes lying within a portion of Government Lot 22 of Section 3, Township 21 South, Range 60 East, generally located on Del Rey Avenue between Buffalo Drive and Tenaya Way, APN 163-03-101-001 - Ward 2 (Wolfson)

40. Approval of a Sewer Connection Agreement with Hamilton Civil Engineers on behalf of Guerdon and Dorothea Brocksom, owners and an Interlocal Contract with Clark County Water Reclamation District for sewer services located north of Racel Street, east of Coke Street and top of the cul-de-sac on Calista Way, APN 125-09-705-004 - County (near Ward 6 - Ross)

41. Approval of Interlocal Agreement 113295 between the City of Las Vegas and the Las Vegas Valley Water District for water services to provide irrigation for landscaping in the North and South Environmental Enhancement Areas within Floyd Lamb Park ($157,298 - Clark County Regional Flood Control District [CCRFCD]) - Ward 6 (Ross)

42. Approval of a Rule 9 Non-Refundable Construction Agreement with Nevada Power Company d/b/a as NV Energy for the extension of existing power facilities to provide power for improvements associated with the Desert Nature Preserve Trail project located at 10018 Alta Drive ($94 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

43. Approval of a Declaration of Intent to retain a Traffic Signal Easement for the Freedom Park improvement project for a portion of the Northeast Quarter of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, located on the west side of Pecos Road, north of Harris Avenue, APN 139-25-701-002 - Ward 3 (Reese)

44. Approval of a Memorandum of Understanding between the City of Las Vegas and Look Out Kids About for the administration of a grant received from the Federal Highway Administration Office of Safety Funds for a Safe Routes to School Program for primary and middle school children ($185,868 - Federal Highway Administration Office of Safety Funds) - All Wards

45. Approval of a Distribution Encroachment Agreement on behalf of the Clean Water Coalition between the City of Las Vegas and Nevada Power Company d/b/a NV Energy to allow temporary improvements within NV Energy easements in the vicinity of Vegas Valley Drive and Tree Line Drive - APN 161-10-701-014 - County (near Ward 3 - Reese)

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

46. Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street, Unit 118. PROPERTY OWNER: HAROLD G. SWEET JR. - Ward 3 (Reese)

47. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 901 West McWilliams Avenue, Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 West McWilliams Avenue in the amount of $46,613.60 (General Fund). PROPERTY OWNER: MOULIN ROUGE PROPERTIES, LLC - Ward 5 (Barlow)

48. Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 840 West Bonanza Road and 920 West Bonanza Road in the amount of $8,812.00 (General Fund). PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

49. Public hearing on a three-month review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue, Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue, Units 1-4, 6-8, 4186 Silver Dollar Avenue, Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

ADMINISTRATIVE - DISCUSSION

50. Public hearing and possible action to consent to and approve the issuance of private activity bonds by the Industrial Development Authority of the County of Pima, Metro Police Facility Lease Revenue Bonds Series 2009 and Subordinate Series 2009B, to finance the proposed Las Vegas Metropolitan Police Department headquarters to be located at the northwest corner of Martin Luther King Boulevard and Alta Drive - Ward 5 (Barlow)

51. Report and possible action on Newland Communities' Symphony Park Business Plan for fiscal year 2010 for Symphony Park located at 100 South Grand Central Parkway (APN's 139-34-110-002, 005 and 006) - Ward 5 (Barlow)

52. ABEYANCE ITEM - Report and possible action on relations between the City of Las Vegas and employee organizations and groups and related fiscal impacts

BUSINESS DEVELOPMENT - DISCUSSION

53. Report and possible action regarding an update on the City of Las Vegas inter-departmental ARRA Committee findings and activities on the American Recovery and Reinvestment Act of 2009 (ARRA) - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

54. Discussion and possible action regarding Temporary Approval of a new Hypnotherapy License, Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, Roger A. Wolf, Owner, 100% - Ward 1 (Tarkanian)

55. Discussion and possible action regarding Temporary Approval of a new Locksmith License, Green Valley Lock & Safe, Inc., dba Green Valley Lock & Safe, 80 North Pecos Road, Suite G, Leona K. Schonzeit, Pres, Treas, 51% and Jeffrey Schonzeit, Dir, VP, Pres, Secy, 49% - County

56. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning codes, LPGTrainingUSA.com, dba European Face & Body Renewal, 9440 West Sahara Avenue, Suite 215, Lindsey E. Culverson, Pres, 100% - Ward 2 (Wolfson) [NOTE: Item to be heard in the afternoon session in conjunction with Item 111 - SUP-34331]

57. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, MWT, Inc., dba Accelerated Chiropractic, 5900 West Charleston Boulevard, Suite 1, Marcia C. Tinberg, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business – Accelerated Chiropractic]

58. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, The Neck and Back Clinics, LLP, dba Northwest Neck and Back Clinic, 3430 North Buffalo Drive, Suite 110, Michael W. Barney, Managing Ptnr, 85% and Benjamin S. Lurie, Managing Ptnr, 15% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic business – Northwest Neck and Back Clinic]

59. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Massage Establishment License, Zeping Wang, dba Pearl of the Orient Massage, 3909 West Sahara Avenue, Suite 6, Zeping Wang, Owner, 100% - Ward 1 (Tarkanian)

60. ABEYANCE ITEM - Discussion and possible action regarding an Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, V & H Pizza, Inc., dba Napoli Pizzeria, 4760 West Sahara Avenue, Suite 11, Hakob Alaverdyan, Pres, Dir, 50% and Vahan Balian, Secy, Treas, 50% - Ward 1 (Tarkanian)

61. Discussion and possible action regarding a Six Month Review of a Tavern License, Dominic L. Laino, dba Club 2100, 2100 Fremont Street, Dominic L. Laino, Owner, 100% - Ward 3 (Reese)

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

63. Discussion and possible action regarding a Six Month Review of an Appeal of a Work Card Denial for Kevin Landino, March Bacchus, 2620 Regatta Drive, Suite 106 - Ward 4 (Anthony)

NEIGHBORHOOD SERVICES - DISCUSSION

64. Discussion and possible action on the City of Las Vegas Neighborhood Stabilization Plan 2 (NSP2) competitive application for $102,648,000 of NSP2 funds through the American Recovery and Reinvestment Act (ARRA) stimulus funds specifically targeted for the City of Las Vegas on foreclosure acquisition and/or redevelopment projects and an update on the initial Neighborhood Stabilization Plan (NSP) previously approved as part of the Housing and Economic Recovery Act (HERA) – All Wards

PLANNING & DEVELOPMENT - DISCUSSION

65. ABEYANCE ITEM - Report and possible action regarding the implementation of the Sustainable Energy Strategy - All Wards

PUBLIC WORKS - DISCUSSION

66. Report and possible action regarding an Interlocal Agreement between the City of Las Vegas and the Southern Nevada Water Authority to supply energy needs for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive (estimated fee of $18,000 - Sanitation Enterprise Fund) - County (near Ward 3 - Reese) and Ward 4 (Anthony)

67. Discussion and possible action regarding a Network Integration Transmission Service Agreement between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to supply energy transmission service for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - County (near Ward 3 - Reese) and Ward 4 (Anthony)

68. Discussion and possible action regarding a Distribution-Only Service Agreement between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to supply energy transmission services for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive (Estimated fee of $2,390,000 - Sanitation Fund) - County (near Ward 3 - Reese) and Ward 4 (Anthony)

69. Discussion and possible action regarding a Letter of Agreement and Transmission Reduction Plan between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to help preserve reliable power delivery for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - County (near Ward 3 - Reese) and Ward 4 (Anthony)

70. Discussion and possible action on a request to install speed humps on Van Buren Avenue between Lamb Boulevard and Blushing Bride Street ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RESOLUTIONS - DISCUSSION

71. R-61-2009 - Public hearing and possible action regarding a Resolution authorizing a medium-term obligation and the execution and delivery of documents relating thereto in an amount not to exceed $15,000,000 to finance the cost to acquire, construct, improve and equip a parking garage adjacent to Symphony Park - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

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

73. ABEYANCE ITEM - PLANNING COMMISSION - Michael E. Buckley - Term Expiration 6-2009

74. ABEYANCE ITEM - CIVIL SERVICE BOARD OF TRUSTEES – Evelyn Beals - Term Expiration 7-6-2009

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

75. Bill No. 2009-22 – ABEYANCE ITEM - Updates the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges. Sponsored by: Councilman David W. Steinman

76. Bill No. 2009-23 – ABEYANCE ITEM - Updates the City's business license fee provisions to increase the gross sales license fee; include for certain license categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property. Sponsored by: Councilman David W. Steinman - NOTE: The amended version of the bill no longer includes adjustments tied to the City's growth rate.

77. Bill No. 2009-26 – Provides alternative minimum on-site parking requirements for certain mixed-use developments and other qualifying uses. Sponsored by: Mayor Oscar B. Goodman

78. Bill No. 2009-27 – Updates the Municipal Code provision pertaining to the meeting schedule of the Traffic and Parking Commission. Proposed by: Jorge Cervantes, Director of Public Works

79. Bill No. 2009-28 – Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bradford R. Jerbic, City Attorney

80. Bill No. 2009-32 – Authorizes under certain circumstances the administrative extension of temporary licensing approval and the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees. Proposed by: Bradford R. Jerbic, City Attorney

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.

81. Bill No. 2009-29 – Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. (TXT-33888) Sponsored by: Mayor Oscar B. Goodman

82. Bill No. 2009-30 – Revises and relocates within the Municipal Code the provisions regulating the naming of streets and assignment of addresses, and adopts the "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition" as a replacement for the 1993 Edition of that document. (TXT-32866) Proposed by: M. Margo Wheeler, Director of Planning and Development

83. Bill No. 2009-31 – Allows boat and trailer sales in the C-1 Zoning District by means of special use permit. (TXT-34092) Sponsored by: Councilman Steven D. Ross

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

84. Bill No. 2009-33 – Revises the zoning regulations governing small wind energy systems. (TXT-33703) Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

85. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

86. 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 - CONSENT

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

87. EOT-34757 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC. - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20497) FOR A BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

88. EOT-34759 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20498) FOR OUTDOOR STORAGE, ACCESSORY at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

89. EOT-34761 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20499) FOR A RESTAURANT WITH DRIVE THROUGH at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

90. EOT-34762 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20496) FOR A PROPOSED 269,860 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS TO DEVIATE FROM TOWN CENTER DESIGN STANDARDS TO ALLOW A SIX FOOT WIDE LANDSCAPE BUFFER ON THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO THE MULTI-USE TRANSPORTATION TRAIL ALONG THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS REQUIRED; TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO A DRIVE-THROUGH AISLE WHERE 10 ADDITIONAL FEET ARE REQUIRED; AND TO ALLOW A DRIVE-THROUGH AISLE ON THREE SIDES OF A FAST FOOD BUILDING WHERE ONLY TWO SIDES ARE ALLOWED on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

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.

91. EOT-34338 – NON-PUBLIC HEARING - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: C2 LOFTS - OWNER: TRINITY PEAK I, LLC - Request for an Extension of Time of a previously approved Major Modification to an approved Site Development Plan Review (SDR-21608) FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 436 RESIDENTIAL UNITS AND 57,772 SQUARE FEET OF COMMERCIAL SPACE on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive (APN 138-15-310-031, 034, AND 035), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). Staff recommends APPROVAL

92. SUP-34339 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT WITH A WAIVER TO ALLOW A NON-RESIDENTIAL USE TO FRONT ALONG THE INTERIOR DRIVE INSTEAD OF THE PRIMARY PUBLIC RIGHT-OF-WAY at the northeast corner of Trinity Peak Drive and Buffalo Drive (APN 138-15-310-031, 034, and 035), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

93. SUP-34267 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WAYNE HIGDON - OWNER: LES AND STANLEY QUOCK - Request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MAJOR at 3425 North Rancho Drive, Suite #120 (APN 138-12-801-002), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

94. RQR-34324 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC - Required Review of a previously approved Variance (V-0046-92) WHICH ALLOWED A 14-FOOT X 48-FOOT OFF-PREMISE ILLUMINATED SIGN 690 FEET FROM ANOTHER EXISTING OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION ALLOWED on 5.28 acres on the north side of U.S. 95, between Bonanza Road and Grand Central Parkway, 150 west of the centerline of the Union Pacific Railroad tracks (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

95. RQR-34321 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC - Required Review of a previously approved Special Use Permit (U-0059-96) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN WHICH REPLACED A 12-FOOT X 24-FOOT SIGN on 5.06 acres at 3941 North Rancho Drive (APN 138-11-502-003), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

96. RQR-34327 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY - OWNER: US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT- Required Review of a previously approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH AND WEST SIDES OF THE SITE on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (125-01-701-001), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL

97. VAC-34209 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: COX COMMUNICATIONS LAS VEGAS INC. - Petition to Vacate a portion of an existing 20-foot wide drainage easement generally located on the west side of Stella Lake Street, 15 feet north of Wheeler Peak Drive, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

98. VAC-34307 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: 2575 S HIGHLAND DRIVE, L.P. - Request to Vacate a 2,131 square-foot portion of Highland Drive located approximately 275 feet northeast of Sutter Avenue, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

99. VAR-32640 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Variance TO ALLOW 119 PARKING SPACES WHERE 146 ARE REQUIRED on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

100. VAR-33015 - ABEYANCE ITEM - VARIANCE RELATED TO VAR-32640 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Variance TO ALLOW A 10-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 132 FEET AND TO ALLOW A LOT COVERAGE OF 82% WHERE 50% IS THE MAXIMUM PERMITTED on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

101. SUP-32639 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-32640 AND VAR-33015 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Special Use Permit FOR A PROPOSED SENIOR CITIZEN APARTMENT COMPLEX WITH A WAIVER TO ALLOW APARTMENTS ON THE GROUND FLOOR WHERE NONE ARE PERMITTED adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

102. SDR-32638 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-32640, VAR-33015, AND SUP-32639 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 44-FOOT TALL, 151-UNIT SENIOR CITIZEN APARTMENT COMPLEX WITH 5,460 SQUARE FEET OF COMMERCIAL SPACE on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

103. SUP-34014 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: EZ PAWN NEVADA, INC. - Request for a Major Amendment to an approved Special Use Permit (SUP-8255) FOR A 1,656 SQUARE-FOOT EXPANSION OF AN EXISTING PAWN SHOP WITH A WAIVER TO ALLOW A ZERO-FOOT SEPARATION FROM A PARCEL ZONED FOR RESIDENTIAL USE WHERE 200 FEET IS REQUIRED at 2200 South Rainbow Boulevard (APN 163-02-415-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL

104. SUP-34016 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

105. VAR-34008 - VARIANCE - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 20 FEET WHERE 57 FEET IS REQUIRED on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

106. SUP-34006 - SPECIAL USE PERMIT RELATED TO VAR-34008 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

107. SDR-34010 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-34008 AND SUP-34006 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,018 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON A PORTION OF THE SOUTH AND WEST PERIMETER WHERE EIGHT FEET IS THE MINIMUM REQUIRED AND TO ALLOW A WAIVER OF THE BUILDING PLACEMENT AND ORIENTATION STANDARDS on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

108. RQR-33738 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: RANDY BLACK - OWNER: F M & NANCY L CORRIGAN TRUST - Required Review of a previously approved Variance (V-0043-96) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 921 North Buffalo Drive (APN 138-28-620-005), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) NOTE: THIS APPLICATION HAS BEEN AMENDED TO REFLECT APPLICANT: BLACK GAMING - OWNER: REBEL OIL CO. INC AND AN APN OF 138-28-620-003. The Planning Commission (3-2 vote) and staff recommend DENIAL

109. SUP-34255 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC. - Request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP at 5300 North Rainbow Boulevard (APN 125-35-201-006), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL

110. SDR-34254 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-34255 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC. - Request for a Site Development Plan Review FOR A PROPOSED CONVERSION OF AN EXISTING 5,313 SQUARE-FOOT SINGLE-FAMILY RESIDENCE TO A CHURCH/HOUSE OF WORSHIP WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTHERN PROPERTY LINE WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 3.52 acres at 5300 North Rainbow Boulevard (APN 125-35-201-006), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL

111. SUP-34331 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: L. ERIC CULVERSON - OWNER: VILLAGE SQUARE SHOPPING CENTER, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A MASSAGE ESTABLISHMENT WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM TWO EXISTING MASSAGE ESTABLISHMENTS WHERE 1,000 FEET IS THE MINIMUM REQUIRED at 9440 West Sahara Avenue, Suite #215 (APN 163-06-816-027), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Note: To be heard in conjunction with Morning Session Item 56 The Planning Commission (7-0 vote) and staff recommend DENIAL

112. SUP-34333 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: COLLEEN'S CLASSIC CONSIGNMENT - OWNER: ROBERT H. AND SURIVA FISHER TRUST - Request for a Special Use Permit FOR A 21,025 SQUARE-FOOT SECONDHAND DEALER USE (FURNITURE) at 1540 South Rainbow Boulevard (APN 163-02-201-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

113. 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 PARTICIPATION

114. 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

115. 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

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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: JULY 15, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 2009

SUBJECT:
INVOCATION – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE PUBLIC WORKS DEPARTMENT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE THREE SQUARE FOOD BANK CHARITABLE EFFORT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
PRESENTATION OF GRANT FROM THE SOUTHERN NEVADA CHAPTER OF THE INTERNATIONAL CODE COUNCIL

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 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: JULY 15, 2009

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Special City Council Meeting of June 8, 2009 and the regular City Council meeting of June 17, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of the First Amendment to the Centennial Grant Agreement between the Commission for the Las Vegas Centennial and 300 Stewart Ave. Corporation for additional grant funds of $300,000 for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
Funding is granted for acquisition of artifacts for the Las Vegas Museum of Organized Crime and Law Enforcement. Per the operating agreement for the Commission of the Las Vegas Centennial, any funding over $100,000 must have council ratification.

RECOMMENDATION:
It is recommended that City Council ratify the Commission's funding allocation of $300,000 for the purchase of artifacts related to the museum at 300 Stewart Ave.

BACKUP DOCUMENTATION:
1. First Amendment to Centennial Grant Agreement
2. Disclosure of Principals

~~EXHIBIT "C"~~

Disclosure of Principals

The principals and partners of 300 SAC Board of Trustees and all persons and entities holding more than 1% interest in the Las Vegas Museum of Organized Crime and Law Enforcement or any principal of the Las Vegas Museum of Organized Crime and Law Enforcement are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Senator Richard H. Bryan	Lionel Sawyer & Collins 300 S. 4th Street, Ste. 1700 Las Vegas, NV 89101	702-383-8888
2. Keith Copher Senior V.P., Compliance	TableMAX Gaming, Inc. 4675 W. Teco Avenue, Ste. 240 Las Vegas, NV 89118	702-247-4582
3. Alan M. Feldman Senior V.P., Public Affairs	MGM/Mirage Corporate Service Center 3260 S. Industrial Road, Bldg. C Las Vegas, NV 89109	702-650-6947
4. James F. Germain	Castle Valley Inn 424 Amber Lane Moab, UT 84532	435-259-6012
5. Oscar B. Goodman Mayor	City of Las Vegas 400 Stewart Avenue Tenth Floor Las Vegas, NV 89101	702-229-6241
6. Christopher L. Kaempfer, Esq.	Kummer, Kaempfer, Bonner, Renshaw & Ferrario 3800 Howard Hughes Parkway. Seventh Floor Las Vegas, NV 89109	702-792-7000
7. Ellen B. Knowlton	1616 Marbella Ridge Court Las Vegas, NV 89117	702-228-1179
8. E. Scott Mitchell Director, Network Services, West Pacific	EMBARQ 330 S. Valley View Blvd. Las Vegas, NV 89107	702-244-7133
9. John H. Mowbray, Esq.	Fennemore, Craig, P.C. 300 S. 4th Street, Suite 1400 Las Vegas, NV 89101	702-692-8000

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
10. Edward (Ted) J. Quirk, Esq.	Greenberg Traurig 3773 Howard Hughes Parkway, Suite 400 North Las Vegas, NV 89169	702-792-3773
11. Thomas M. Roche Office Managing Partner	Ernst & Young, Las Vegas Office 3800 Howard Hughes Parkway, Ste.1450 Las Vegas, NV 89169	702-267-9000
12. Jeffrey A. Silver, Esq.	Gordon Silver 3960 Howard Hughes Parkway Ninth Floor Las Vegas, NV 89169	702-796-5555
13. Robert A. Stoldal	7758 Willow Cove Circle Las Vegas, NV 89129-5512	702-395-7715
14. Danny L. Thompson Executive Secretary-Treasurer	Nevada AFL-CIO, Southern Nevada 1891 Whitney Mesa Drive Henderson, NV 89014	702-459-1414

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

300 SAC Board of Directors

By: John H. Murray

Its: Vice-President

Subscribed and sworn to before me this

6th day of July, 2009

Notary Public

CHERYL D. LANDIS
Notary Public, State of Nevada
Appointment No. 06-104456-1
My Appt. Expires Apr 9, 2010

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of an Interlocal Agreement by and between the Clark County School District (CCSD), a political subdivision of the State of Nevada (the District), and the City of Las Vegas (City), a municipal corporation of the State of Nevada, concerning a contribution of $5,000,000 for the construction of the Smith Center for the Performing Arts, located at the southwest corner of Symphony Park Avenue and City Parkway within the Symphony Park master planned development - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This agreement provides for the use of the Smith Center for Performing Arts for certain programs and events by the District through a Resident Company Agreement with the Las Vegas Performing Arts Center Foundation. The District will provide Five Million dollars ($5,000,000) for the construction of the Smith Center in exchange for their use of the facility for certain educational programs, classes and other training opportunities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION OF FUNDS FOR A PERFORMING ARTS CENTER

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this ____ day of _____, 2009, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada (the "State") and Clark County School District, a political subdivision of the State of Nevada (the "District"),:

RECITALS

WHEREAS, the City is building and will then lease to the Las Vegas Performing Arts Center Foundation a major performing arts center made up of several complimentary facilities which will be located in central Las Vegas and will be known as "The Smith Center for the Performing Arts" (referred to as the "PAC" or "The Smith Center"); and

WHEREAS, The Smith Center will sponsor and host a broad variety of educational programs in partnership with the District; and

WHEREAS, many of these programs will be specifically designed to educate the students in the District about the performing arts; and

WHEREAS, other programs sponsored by The Smith Center will provide professional development for teachers in the District about ways to utilize performing arts strategies to enhance student learning in all disciplines; and

WHEREAS, the facilities at The Smith Center are appropriate for the use by the District in its own activities and operations; and

WHEREAS, the District desires to obtain preferential use of the facilities at The Smith Center for its students which is consistent with the goals and objectives of the District, in exchange for its contribution to the City towards the costs of constructing these facilities at The Smith Center.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. **Purpose.** This Agreement is made for the purpose of setting forth the respective obligations of the parties hereto in connection with the construction and use of the facilities at The Smith Center.

2. **Contribution.** In consideration for the construction and for the priority access to the facilities and the programs of The Smith Center, the District agrees to pay to the City the sum of Five Million Dollars ($5,000,000) (the "Contribution") within thirty (30) calendar days of the effective date of this Agreement. The City will use the Contribution solely for the purpose of constructing The Smith Center's education building. The Contribution will be placed in an interest bearing account until such time as distribution is needed to

offset the cost of construction, and any interest accruing thereon will become a part of the Contribution.

3. **Construction and Maintenance of The Smith Center.** In consideration of the Contribution as set forth above, the City agrees to use the Contribution of the District for construction of The Smith Center's education building (the "Education Center"), and subsequent to its completion the City will be responsible for its operation and maintenance (collectively, sometimes referred to as the "Project"). If, for whatever reason, the City elects not to proceed with the Project, and the Contribution has been made by the District as provided above, the City agrees to return the Contribution, including any interest which may have accrued thereon, to the District within thirty (30) calendar days after the decision has been made not to proceed with the Project.

4. **Benefits to the District.** In consideration of the Contribution by the District, the District will receive the following benefits:
   - **A.** The District will be named as a Resident Company of The Smith Center. This is the highest possible recognition of the unique partnership between the District, The Smith Center and the City. As a Resident Company, the District will have priority to reserve dates for facilities at The Smith Center and with the lowest rates available.
   - **B.** The District will have first priority access to the classroom and meeting room facilities within the Education Center. The City anticipates that the District will be the primary user of these spaces, either for programs offered by The Smith Center or for its own arts education programs.
   - **C.** The District will have priority access to the performance spaces at The Smith Center along with The Smith Center and all other Resident Companies.
   - **D.** While it is customary to begin to reserve dates as much as twenty-four (24) months in advance, The Smith Center will make every effort to accommodate the District's facility requests based on availability. At least six (6) months notice is suggested. Dates will be approved on a confirmed or a tentative basis as early as possible.
   - **E.** The District will be recognized as a "Founder" of The Smith Center in all locations, publications and materials where donor recognition levels are included.
   - **F.** The District will have first priority access to all education programs operated by The Smith Center for K-12 students; participation by District students and teachers and at District locations will be the highest priority. Current programs are listed in Appendix 1. The Smith Center reserves the right to modify, delete or add education and outreach programs over time.
   - **G.** The Smith Center will commit to hosting the District's annual teacher and administrator school year kick-off event at no charge for at least the first five (5) years of operations, provided the schedule is able to accommodate those meetings in an appropriate time period.
   - **H.** The Smith Center will provide performing-arts based professional development workshops to District teachers and/or administrators at no charge for at least the first five (5) years of operations.
   - **I.** The District will have access to a shared-use office in the Education Building that is reserved for the use of companies presenting on-site education programs.

J. The District will have the good faith efforts of The Smith Center to explore and develop further ways to add value to this unique and important partnership.

5. **Term.** This Agreement shall commence as of the date set forth in the first paragraph (which shall be the date of approval by the Las Vegas City Council) and continue in force and effect for twenty (20) years (the "Term") unless terminated by either party pursuant to the right of termination granted under Sections 6 or 7 below. The Term of this Agreement may be extended for one (1) additional twenty (20) year period if mutually agreed to in writing by the Parties at least sixty (60) days prior to the expiration of the Term.

6. **Termination for Breach.** In the event that the District fails to provide the Contribution set forth in Section 2, the City may, in addition to any other remedies that may be available in law or equity, including, but not limited, bringing a suit for breach of contract and specific performance, terminate this Agreement, if such failure has not been remedied after thirty (30) days written notice by the City to the District.

7. **Termination for Convenience.** Twenty (20) years after the effective date of this Agreement, and not prior thereto, either party may terminate this Agreement for any reason whatsoever (including no reason) and such termination shall become effective 60 calendar days after written notice is served by the terminating party on the other party pursuant to Section 8.

8. **Notices.** All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas Office of Business Development 400 Stewart, 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
FOR THE DISTRICT:	Clark County School District Real Property Management 4212 Eucalyptus Annex Las Vegas, Nevada 89121

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9. **Insurance.** The parties hereto are self-insured entities. Each party will carry usual and customary property and casualty insurance and name the other party as additional insured on its insurance policies for activities held at each other's facilities. Additionally, pursuant to Section 13.1, Insurance, of the Lease and Operating Agreement that is an exhibit to the Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center, dated May 6th, 2009, the PAC shall maintain commercial general liability insurance against claims for personal injury, bodily injury, death and Premises (defined as The Smith Center) damage occurring on, in or about the Premises in amounts not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than $2,000,000.00.

10. **Indemnification.** None of the provisions of this Agreement shall be construed as contractually requiring either party to defend, indemnify or otherwise hold the other party harmless from the negligent acts or omissions of the other party. The parties agree to rely on their common law rights of indemnification.

IN WITNESS WHEREOF the parties have entered into this Agreement the date and year set forth in the first paragraph above.

ATTEST:

CITY OF LAS VEGAS

_____

Beverly K. Bridges, City Clerk, CMC

By_____

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

J. Parbicell 6/24/09

Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

_____

Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM:

_____

C. W. HOFFMAN, Jr. Date
General Counsel

Fred W. and Mary B. Smith
THE SMITH CENTER
FOR THE PERFORMING ARTS

Appendix 1

K-12 Education and Outreach Programs of The Smith Center for the Performing Arts

Presented to
Clark County School District

May 19, 2009

Las Vegas Performing Arts Center Foundation

Introduction

Arts education is a primary focus of The Smith Center. Key staff members have been hired and programs are underway, even though facilities will not open until 2012. A network of local and national partnerships is growing quickly. The Smith Center will spend the next three years not only building facilities, but also developing and refining a wide range of educational programs.

Educational Opportunities: Harnessing the power of the arts to educate people of all ages is at the center of this project. The Smith Center is already offering and developing a wide range of educational programs that will prepare preschoolers for lifelong learning, inspire K-12 students, and provide advanced career-related training and internship opportunities for high school and post-secondary students. The Smith Center will also train teachers to work effectively with students by integrating the performing arts into their classroom activities. Additional creative and innovative programming will appeal to the interests of working adults and seniors.

Built on Strong Partnerships: Through the efforts of Candy Schneider, Director of Education and Outreach, The Smith Center has already built strong partnerships with national and local organizations including the John F. Kennedy Center for the Performing Arts in Washington, D.C., the National Young Audiences Program, the national Wolf Trap Institute for Early Learning Through the Arts, the Nevada Arts Council, the Nevada Alliance for Arts Education, the Nevada System of Higher Education, the Clark County School District, the Clark County Cultural Division, the Clark County Library District, the Las Vegas Arts Commission, the Metropolitan Arts Council of Southern Nevada, the Nevada School of the Arts, and many local arts organizations. The number and strength of education partnerships will continue to grow as The Smith Center prepares to open.

Focused on Students and Teachers: The Smith Center is concentrating its current efforts on developing educational opportunities for preschool and K-12 students and teachers. A significant part of the educational work of The Smith Center is focused on better preparing teachers to work more effectively with their students by helping them to integrate elements of the performing arts as strategies to address classroom learning in all disciplines. This work is proceeding in partnership with the Clark County School District and a number of other educational partners because it has been shown in other cities to be very effective at improving both teacher and student performance.

Broad-Based and Far-Reaching: On a typical education program day, the streets and parking lots around The Smith Center will be crowded with school buses dropping off and picking up school children who are attending performances tailored specifically for young audiences. The Smith Center and its partners will present these programs, and will also offer professional development opportunities for teachers; performances designed for families; artist residencies in the school district, local colleges, and the university; master classes for talented high school and college students; clinics and summer workshops for students and teachers; and internships for local high school and college students.

Education Programs:

- **Between the Lions**: The Smith Center is the primary partner—along with local schools, Las Vegas PBS, and the Greater Las Vegas After-School All-Stars Program—in a national pilot

of a children's literacy project. This program is based on the award winning PBS children's literacy series "Between the Lions," and uses the performing arts to teach children reading fundamentals and a love of reading. Local teaching artists work with classroom teachers in five-week residencies to engage children in activities that strengthen literacy skills. During the 2007-08 school year, Las Vegas was one of three national sites chosen to pilot this program in 11 classrooms.

- **Touring Performances**: The Smith Center is presenting a series of touring theater performances based on award-winning children's literature. The performances are presented during the school day, and are directly correlated to the curriculum areas of language arts, social studies and the performing arts. Literacy development is central to the educational success of children, and the opportunity to experience a piece of literature coming to life on stage helps to develop and reinforce the joy of reading. The Smith Center negotiated an agreement with the Kennedy Center in Washington, DC to present "The Brand New Kid" in 2007 and secured local sponsorship and in-kind services to fund the performances. Working with the District's School-Community Partnership Office to schedule school groups, more than 10,500 children in the District attended the performances. The only cost to the School District was reflected in busing the students to the performances.

- **Curriculum Connections: Supporting the K-12 Experience**: The Smith Center is leading a local partnership with schools as part of the Partners in Education program of the Kennedy Center to present professional development opportunities for K-12 teachers. The program trains teachers in using the arts to engage students in a variety of subjects. Artists present workshops for teachers, connecting specific art forms to core curriculum areas such as reading comprehension, language skills, science and mathematics. Following these workshops, artists go into the classrooms to do demonstration teaching and coaching of classroom teachers. Through this program, The Smith Center coordinated seven professional development workshops in 2007-2008 attended by 207 teachers in the Clark County School District. Nationally recognized master artists led the workshops, sharing with teachers strategies to use the performing arts to enhance learning in all disciplines. The program was provided free of cost to the School District.

- **World-class Presentations for Special School Communities**: The Smith Center brings some of the best performing arts groups in the world to Las Vegas to perform for—and then to work directly with—children and teachers in Title I schools. For example, New York's Alvin Ailey II dance company recently performed for 1,580 invited children and their parents in a local community center, and then visited schools to work directly with students. Similarly, The Smith Center brought the Soweto Gospel Choir to Las Vegas during its inaugural U.S. tour for a concert attended by students.

The following programming goals will give the School District an idea of what The Smith Center plans to do on an annual basis:

- Over 60 performances will impact as many as 108,000 students per year. These performances will be specifically tailored for school audiences and will be directly correlated to national, state, and local educational standards and learning objectives.

- In the area of professional development opportunities for teachers, The Smith Center will offer a minimum of 10 workshops (for a total of 350 teachers), 10 demonstration teaching

experiences (also enrolling 350 teachers), a staff development day for specialists (400 teachers), and a summer arts integration conference for 500 educators, parents and artists.

- At least 12 high-quality performances specifically designed for families will draw 12,800 people over the course of the year.

- At least five artist residencies sponsored annually by The Smith Center will enrich the lives of 5,000 students and 150 teachers.

- Through a partnership with VSA arts Nevada (Very Special Arts Nevada), The Smith Center will design arts education programming specifically for students with disabilities. This program will feature weekly classes for approximately 25 students, whose experience will culminate in a performance.

- Performing artists from around the world will offer at least 10 master classes—for a total of over 400 students and teachers—in the disciplines of dance, theater and music.

- Each year, The Smith Center will arrange at least ten "conversations" with some of the featured performing artists who bring their craft to its venues. These will provide intimate and focused opportunities for approximately 250 students and teachers to talk in-depth with some of the most accomplished artists of this generation.

- Each summer, approximately 500 students and teachers will participate in a series of workshops and clinics focused on a variety of teaching and performance topics.

- 25 internships will be offered each year for high school and college students in all areas related to the production and business of the performing arts. This will give students the opportunity to work directly with the people who produce and stage performances of the highest level.

- Each year, The Smith Center will partner closely with two CCSD schools, working directly with the staff and teachers of each school. The particular content of this interaction will be developed by the School District, the schools, and The Smith Center in a fashion that reflects the needs of the schools.

Opportunities for Joint Partnership with School District and Vegas PBS: The Smith Center would be an ideal new member of the partnership between the School District and Vegas PBS. Educational programming at The Smith Center may be filmed by Vegas PBS (provided artist contracts allow for filming and distribution) for use in rural areas via distance learning technology. The number of students and teachers reached by The Smith Center's programming could be vastly increased, to the mutual benefit of all three parties.

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval to accept a grant award in the amount of $7,558,206 (JAG) Grant #2009-SB-B9-1637 from the U.S. Department of Justice to the City of Las Vegas as fiscal agent for the disparate jurisdiction consisting of the cities of Las Vegas, North Las Vegas, Henderson, and Mesquite, and Clark County - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas applied, as fiscal agent, for the ARRA Byrne Justice Assistance Grant. Of the $7,558,206 grant, the City of Las Vegas will receive $2,973,566.44 (39%). Proposed activities for these funds include:

- $30,000 for the City Attorney;
- $592,492.53 for Detention & Enforcement;
- $593,975.78 for the Leisure Services Senior Citizens Law Project;
- $1,140,171.84 for Municipal Court;
- $420,100.00 for Neighborhood Services; and
- $196,826.29 for the Office of Administrative Services and the Department of Finance

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. DOJ Grant Award Notice
2. DOJ Grant Award and Special Conditions Documents
3. ARRA Byrne Allocation

From: donot-reply@ojp.usdoj.gov
Sent: Thursday, June 25, 2009 7:27 PM
To: Betsy Fretwell; Becky J. Spray
Subject: GMS Award 2009-SB-B9-1637

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
   a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
   b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Offical (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Kathy Mason at (202) 514-8692.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized offical. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Kathy Mason at (202) 514-8692. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at

gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Kathy Mason at (202) 514-8692

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right of Entry previously on record and continue to allow NV Energy access to the site for electrical systems needs located in the vicinity of Alta Drive and Hualapai Way, known as Angel Park Golf Course and Detention Basin, APNs 138-31-101-002 and 138-31-501-003 - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement cancels and supersedes the Recorded Right of Entry previously on record and will continue to allow NV Energy access to the site for electrical facilities needs.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Grant of Easement
2. Recorded Right-of-Entry

APN: 138-31-101-002 138-31-501-003

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

GRANT OF EASEMENT

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

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in **Exhibit "A" (2 pages)** attached hereto and shown on **Exhibit "B" (1 page)** attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to

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

This grant includes underground electrical service to the meter panel(s) on said land.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20060530 AS DOCUMENT NO. 02772 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CITY OF LAS VEGAS

_____

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

John S. Ridilla

DEPUTY CITY ATTORNEY

ATTEST:

_____

BEVERLY K. BRIDGES, CMC
CITY CLERK

STATE OF _____)

COUNTY OF _____)
This instrument was acknowledged before me on _____, 20____ by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____

Signature of Notarial Officer

Notary Seal:

RATIFIED AND CONFIRMED

_____

JAMES R. SAAVEDRA
DIRECTOR OF LAND SERVICES

RW# 0281-09rbt
Proj. # 179614
Project Name: Cingular LL-607-01
Reference Document: 435:350687
GOE_DIST

Exhibit A

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the North Half of the North Half (N1/2 N1/2) of Section 31, Township 20 South, Range 60 East, M.D.B.&M., described as follows:

Centerline No. 1:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

COMMENCING at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW1/4 N/W1/4) of said Section 31, as established per the map of Peccole West filed in Book 77 of Plats, Page 23 in the Official Records of Clark County, Nevada;
Thence along the south line thereof South 89°10'53" East 2480.01 feet to a point, said point being further described as bearing North 72°12'08" East 2514.19 feet from the intersection of the centerlines of Alta Drive and Hualapai Way as shown on said map of Peccole West filed in Book 77 of Plats, Page 23 in the Official Records of Clark County;
Thence departing said south line North 00°49'07" East 15.88 feet to the POINT OF BEGINNING;
Thence South 86°50'40" East 36.95 feet;
Thence South 81°54'26" East 24.96 feet;
Thence South 76°21'34" East 28.00 feet;
Thence South 89°10'53" East 9.16 feet;
Thence North 08°59'36" West 13.44 feet;
Thence North 01°38'37" East 22.88 feet;
Thence North 83°17'39" East 25.01 feet;
Thence South 79°10'19" East 8.54 feet to a point hereinafter called Point "A";
Thence South 69°45'06" East 6.99 feet;
Thence South 10°08'32" East 5.10 feet to the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to meet at all angle points.

Centerline No. 2:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

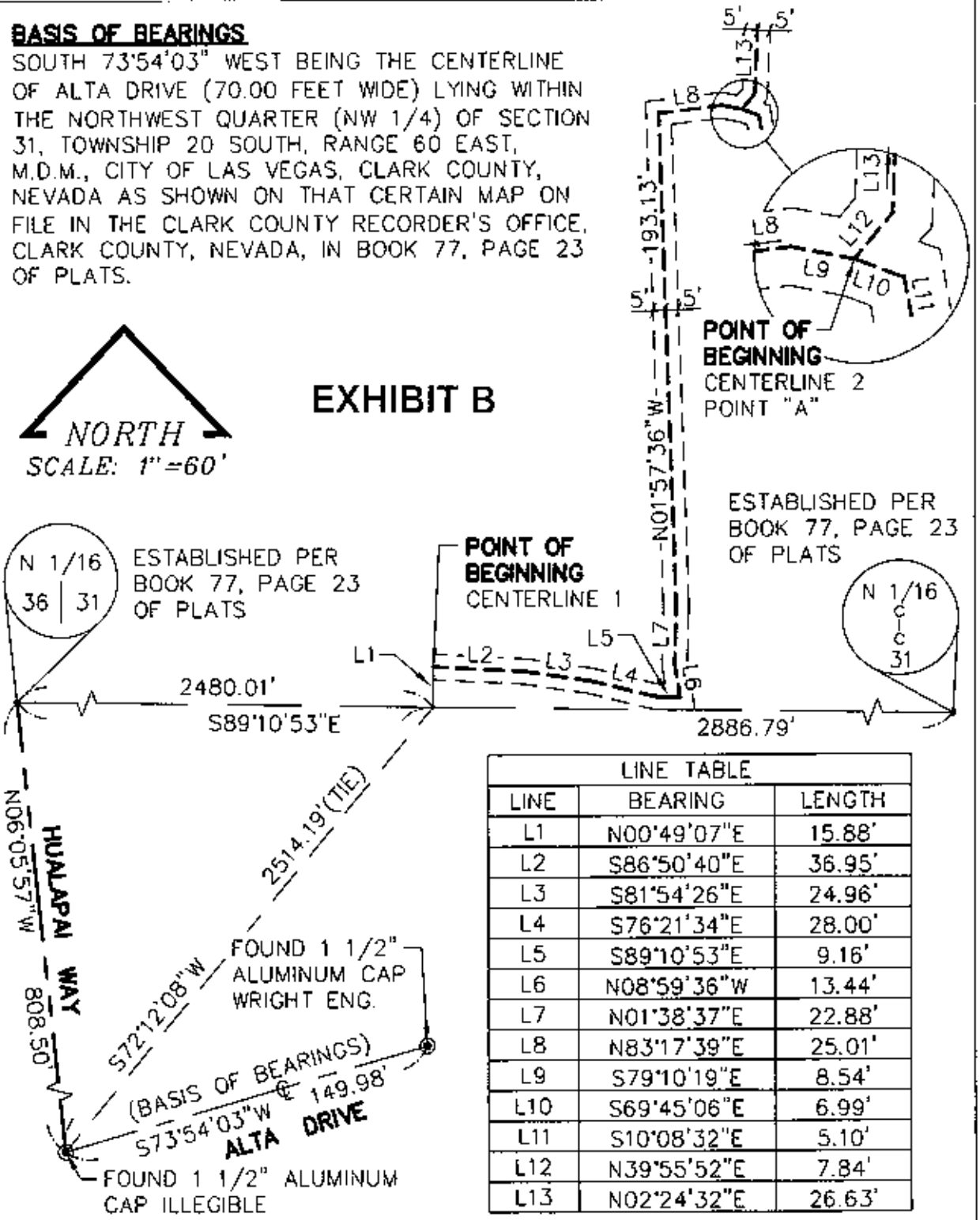
BEGINNING at the above described Point "A";
Thence North 39°55'52" East 7.84 feet;
Thence North 02°24'32" East 26.63 feet to the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to meet at all angle points.

Description created by Roger Trestrail
Nevada Power Company dba NV Energy
2215 E. Lone Mountain Road
North Las Vegas, Nevada
Work Order # 179614

BASIS OF BEARINGS

SOUTH 73°54'03" WEST BEING THE CENTERLINE OF ALTA DRIVE (70.00 FEET WIDE) LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, IN BOOK 77, PAGE 23 OF PLATS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°49'07"E	15.88'
L2	S86°50'40"E	36.95'
L3	S81°54'26"E	24.96'
L4	S76°21'34"E	28.00'
L5	S89°10'53"E	9.16'
L6	N08°59'36"W	13.44'
L7	N01°38'37"E	22.88'
L8	N83°17'39"E	25.01'
L9	S79°10'19"E	8.54'
L10	S69°45'06"E	6.99'
L11	S10°08'32"E	5.10'
L12	N39°55'52"E	7.84'
L13	N02°24'32"E	26.63'

NEVADA POWER.

NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000

TITLE:	DESCRIPTION:	SEC:31 T:20 S R:60 E	DATE: 3-27-08
CINGULAR LL-607-01 AND VG08186 CELL SITE	EXHIBIT TO ACCOMPANY LAND DESCRIPTION	SURVEYOR: GE/DW DRAWN BY: RH CHECKED BY: LYZ	PROJECT ID: 179614 & 185744

COPY

(3)

20060530-0002772

Fee: $16.00
N/C Fee: $0.00

05/30/2006 13:19:37
T20060094970
Requestor:
NEVADA POWER COMPANY

Frances Deane DGI
Clark County Recorder Pgs: 3

APN: 138-31-101-002
138-31-501-003
When recorded, mail to:
Land Section, MS#9
Nevada Power Company
P.O. Box 98910
Las Vegas, Nevada 89151-0001

RIGHT OF ENTRY

I (We) **CITY OF LAS VEGAS,** for and in consideration of One Dollar ($1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY its successors and assigns, and/or their agents or contractors to enter in and upon said grantor's land described as SEE ATTACHED EXHIBIT "A", for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown and delineated on Nevada Power Company Work Request Number:179614
Job Name: Cingular LL-607-01
ROE:0319-05rbt
Reference Document: 435:350687

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project constructed by this "Right of Entry", the grantor, its successor's or assigns hereby agree to sign and execute Nevada Power Company's standard form GRANT OF EASEMENT describing the permanent easement area to be retained over said premises. **Said Grant of Easement shall replace and supersede this "Right of Entry."**

WITNESS my (our) hand(s) this 25th day of May, 2006.

CITY OF LAS VEGAS

Robin Yoakum
BY: Robin Yoakum
TITLE: Real Estate & Utilities Superintendent

BY:
TITLE:

STATE OF Nevada)
COUNTY OF Clark)
On this 25 day of May, 2006, before me, JoAnn Croll, a Notary Public, personally appeared // Robin Yoakum //, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Real Estate Superintendent on behalf of The City of Las Vegas the corporation, partnership, limited liability company therein named, and acknowledged to me that the corporation, partnership, limited liability company executed it.

JoAnn Croll

Notary Public

Notary Seal:

JoANN CROLL
Notary Public State of Nevada
No. 92-[illegible]
My appt. exp. Nov. 14, 2006

STATE OF _____)
COUNTY OF _____)
On this _____ day of _____, 20__ , before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____ on behalf of _____ the corporation, partnership, limited liability company therein named, and acknowledged to me that the corporation, partnership, limited liability company executed it.

_____

Notary Public

Notary Seal:

Nevada Power Company Work Request Number:179614
Job Name: Cingular LL-607-01
ROE:0319-05rbl

EXHIBIT A

PARCEL ONE:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE1/4 SE1/4 NE1/4 NW1/4) OF Section 31, Township 20 South, Range 60 East, M.D.B.&M., Clark County, Nevada.

PARCEL TWO:

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW1/4 SW1/4 NW1/4 NE1/4) OF Section 31, Township 20 South, Range 60 East, M.D.B.&M., Clark County, Nevada.

Nevada Power Company Work Request Number:179614
Job Name: Cingular LL-607-01
ROE:0319-05rbl

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right of Entry previously on record and continue to allow NV Energy access to the site for electrical systems needs located at 2824 East Charleston Boulevard, known as the Traffic Signal Repair Shop, APN 139-36-402-011 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement cancels and supersedes the Recorded Right of Entry previously on record and will continue to allow NV Energy access to the site for electrical facilities needs.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Grant of Easement
2. Recorded Right-of-Entry

APN: 139-36-402-011

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

GRANT OF EASEMENT

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

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in **Exhibit "A"** (2 pages) attached hereto and shown on **Exhibit "B"** (1 page) attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to

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

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20050825 AS DOCUMENT NO. 00542 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CITY OF LAS VEGAS

_____
BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

John S. Ridilla
DEPUTY CITY ATTORNEY

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
CITY CLERK

STATE OF _____)

COUNTY OF _____)
This instrument was acknowledged before me on _____, 20____ by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____
Signature of Notarial Officer

Notary Seal:

RATIFIED AND CONFIRMED

_____
JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

Exhibit A

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 36, Township 20 South, Range 61 East, M.D.B.&M., described as follows:

Centerline No. 1:

A strip of land 14.00 feet in width lying 7.00 feet on each side of the following described centerline.

COMMENCING at the Southwest corner of said Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 36, thence along the west line thereof North 00°58'57" East 182.39 feet;
Thence departing said west line South 89°01'03" East 70.00 feet to a point on the east line of Twenty-eighth Street as established by Dedication recorded May 7, 2001 in Book 20010507 as Document No. 00998 in the Official Records of Clark County, Nevada;
Thence departing said east line and continuing South 89°01'03" East 7.00 feet to the POINT OF BEGINNING;
Thence along a line parallel with and 7.00 feet easterly of said easterly line of Twenty-eighth Street North 00°58'57" East 98.79 feet to a point hereinafter called Point "A", said point being the beginning of a non-tangent curve concave southeasterly having a radius of 25.19 feet, a radial to said point having a bearing of North 53°16'50" West(R), said point also being the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to end in the boundary lines of Centerline No. 2.

Centerline No. 2:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

BEGINNING at the above described Point "A", thence along said curve through a central angle of 57°08'33" an arc length of 25.12 feet;
Thence South 71°33'16" East 18.52 feet to a point hereinafter called Point "B", said point being the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the boundary lines of Centerline No. 1, meet at all angle points and end in the boundary lines of Centerline No. 3.

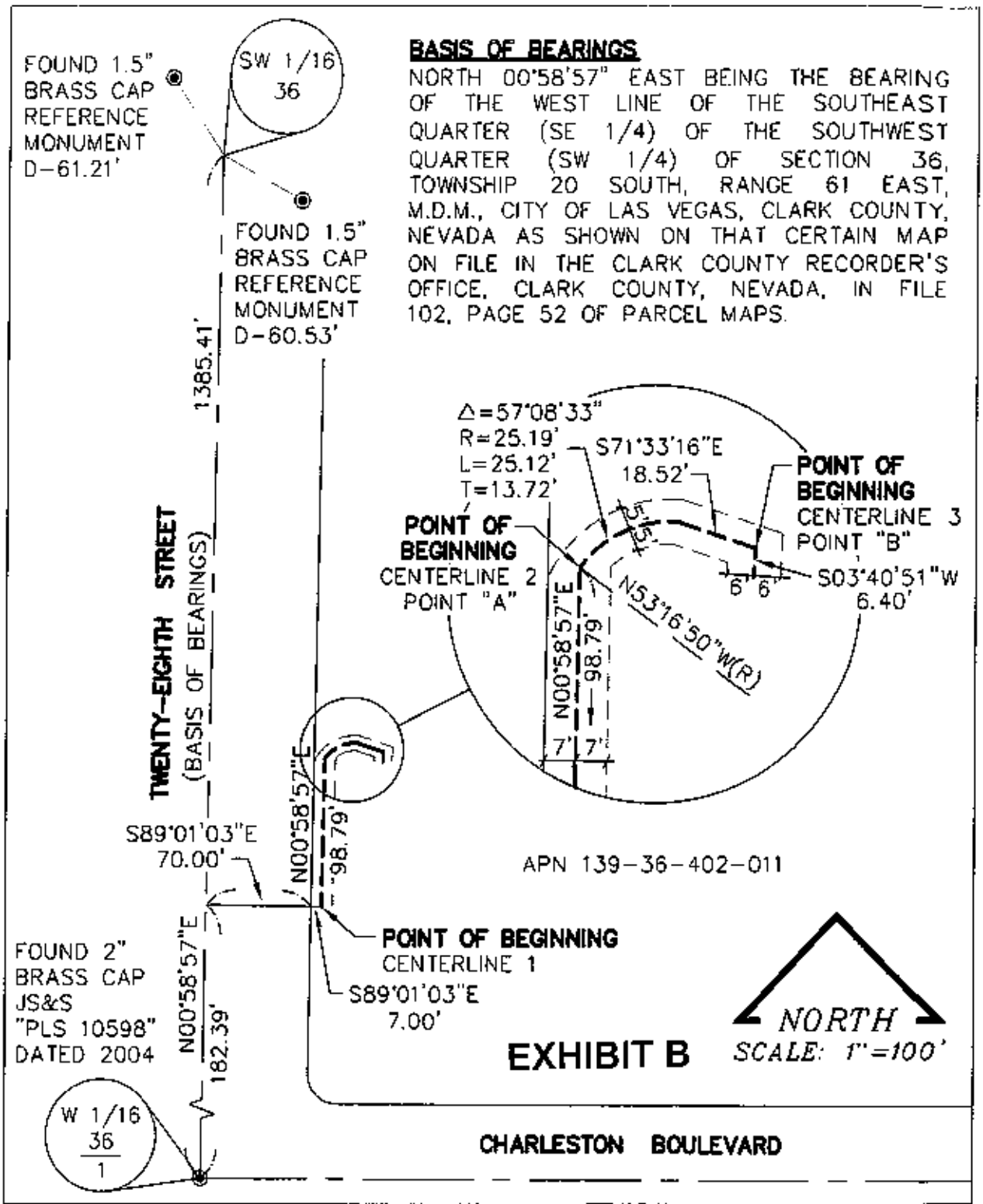
Centerline No. 3:

A strip of land 12.00 feet in width lying 6.00 feet on each side of the following described centerline.

BEGINNING at the above described Point "B", thence South 03°40'51" West 6.40 feet to the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the boundary lines of Centerline No. 2.

Description created by Roger Trestrail
Nevada Power Company dba NV Energy
2215 E. Lone Mountain Road
North Las Vegas, Nevada
Work Order # 178608



BASIS OF BEARINGS

NORTH 00°58'57" EAST BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, IN FILE 102, PAGE 52 OF PARCEL MAPS.

EXHIBIT B

NEVADA POWER

NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 402-5000

TITLE:	DESCRIPTION:		
TRAFFIC SIGNAL REPAIR SHOP	EXHIBIT TO ACCOMPANY LAND DESCRIPTION	SEC:36 T:20 S R:61 E SURVEYOR: AA/SP DRAWN BY: RH CHECKED BY: LYZ	DATE: 9-17-08 PROJECT ID: 178608

COPY

20050825-0000542

Fee: $16.00
N/C Fee: $0.00

08/25/2005 09:21:57
T20050155346
Requestor:
NEVADA POWER COMPANY

Frances Deane KGP
Clark County Recorder Pgs: 3

APN: 139-36-402-011

When recorded, mail to:
Land Section, MS#9
Nevada Power Company
P.O. Box 98910
Las Vegas, Nevada 89151-0001

3

RIGHT OF ENTRY

I (We) **THE CITY OF LAS VEGAS, a municipal corporation,** for and in consideration of One Dollar ($1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY its successors and assigns, and/or their agents or contractors to enter in and upon said grantor's land described as **SEE EXHIBIT "A" ATTACHED HERETO** for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown and delineated on Nevada Power Company Work Request Number: 178608 Job Name: Traffic Signal Repair Shop ROE: 0268-05rbt
Reference Document: Book 22, Page 275, Document No. 59327

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project constructed by this "Right of Entry", the grantor, its successor's or assigns hereby agree to sign and execute Nevada Power Company's standard form GRANT OF EASEMENT describing the permanent easement area to be retained over said premises. **Said Grant of Easement shall replace and supersede this "Right of Entry."**

WITNESS my (our) hand(s) this 9th day of August, 20 05.

THE CITY OF LAS VEGAS, a municipal corporation

Robin Yoakum
BY: Robin Yoakum
TITLE: Acting Manager, Real Estate

BY:
TITLE:

STATE OF Nevada)
COUNTY OF Clark)
On this 9th day of August, 2005, before me,
JoAnn Crolli, a Notary Public, personally appeared
****Robin Yoakum**********, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as Acting manager,
Real Estate on behalf of The City of Las Vegas
the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

JoAnn Crolli
Notary Public

Notary Seal:

JoANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Nov. 14, 2006

STATE OF _____)
COUNTY OF _____)
On this __ _____ day of _____, 20__, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of _____
the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

_____
Notary Public

Notary Seal:

NPC# 178608 Job Name: Traffic Signal Repair Shop ROE: 0268-05rbt

EXHIBIT A

The North 250.00 feet of the South 300.00 feet of the East 200.00 feet of the West 270.00 feet of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 36, Township 20 South, Range 61 East, M.D.B.&M., Clark County, Nevada.

Except therefrom the spandrel area in the Southwest corner described in Dedication recorded November 11, 1970 in Book 85 as Document No. 67743 in the Official Records of Clark County, Nevada.

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **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: $67,492,933.49
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 06/16-06/30/09

City of Las Vegas

Summary of Cash Expenditures

For period of 6/16-30/09

Total Services & Materials Checks :	**$18,170,267.79**
Total Services & Materials EFT Payments :	**$2,305,185.65**
Total Wire Transfers:	**$40,155,656.81**
Total Payroll Checks:	**$6,861,823.24**
Grand Total:	**$67,492,933.49**

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.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, CMC
City Clerk

On July 15, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, Durtenial Ventures, Inc., dba 7-Eleven Store 39138A, 6446 North Durango Drive, Suite 105, Harpreet S. Brar, Pres, Dir, Treas, Secy, 100% - Ward 6 (Ross)

Fiscal Impact

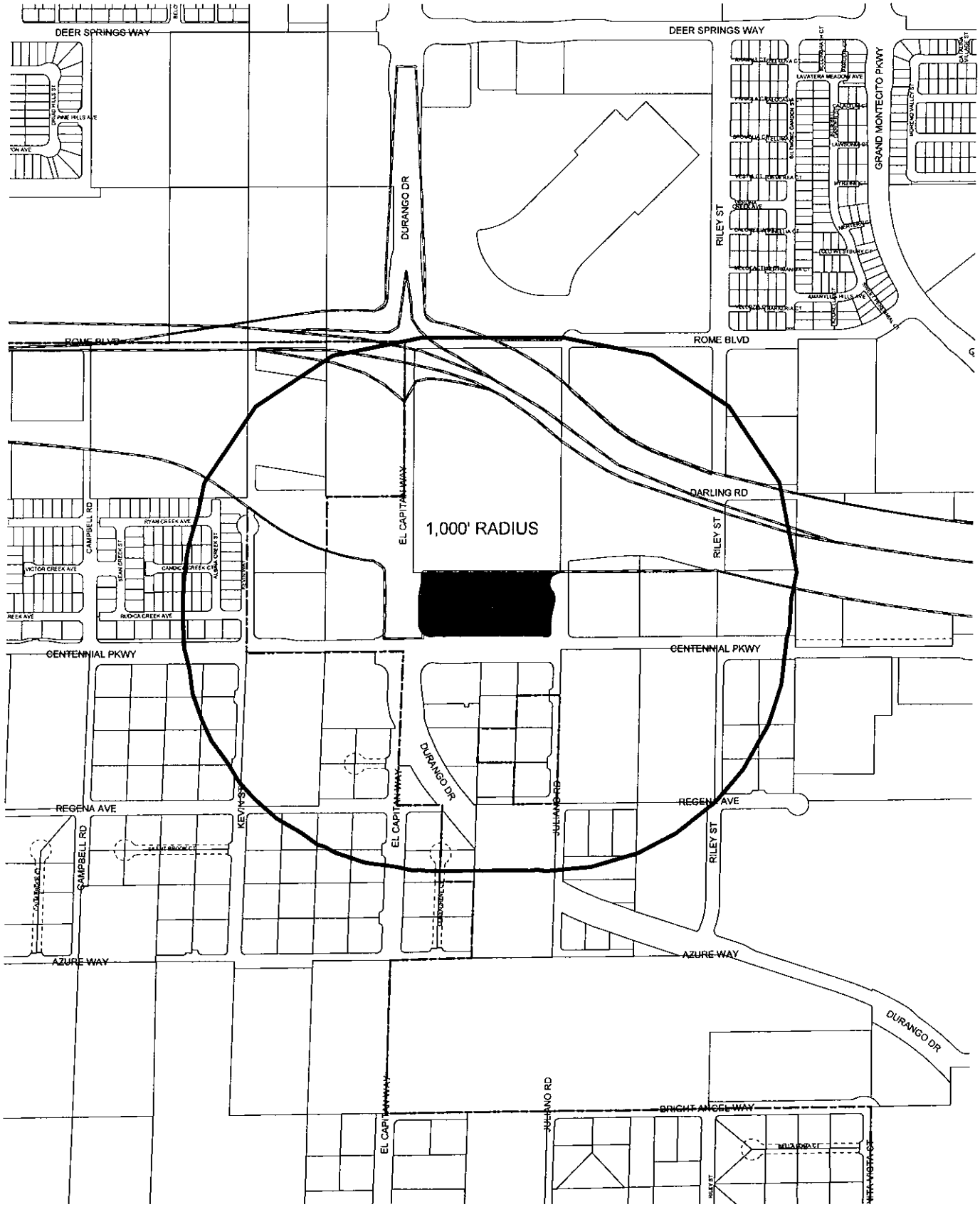
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

7 ELEVEN STORE 39138 A



City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Corporate Name for a Beer/Wine/Cooler Off-sale License, From: Nakata Trading, Inc., To: Nakata Market of Japan, Inc., dba Nakata Market of Japan, 2350 South Rainbow Boulevard, Suite 7, Kumiko A. Nakata, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Corporate Name for a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Alarmco, Inc., dba Alarmco, Inc., 2007 South Las Vegas Boulevard, Thomas D. Wilson, CEO, Secy, Dir, Ira G. Greenblott, VP, Treas, and Ethel R. Wilson Trust - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Locksmith License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
Map

ALARMCO INC.


2007 S LAS VEGAS BL
1000' RADIUS
UTAH AVE
WYOMING AVE
NEW YORK AVE
CHICAGO AVE
PHILADELPHIA AVE
ST LOUIS AVE
BOSTON AVE
BALTIMORE AVE
CLEVELAND AVE
CINCINNATI AVE
SAHARA AVE
OAKEY BLVD
ST LOUIS AVE
INDUSTRIAL RD
FAIRFIELD AVE
COMMERCE ST
LAS VEGAS BLVD SOUTH
PARADISE RD
SIXTH ST
KAREN AVE
0 300 600 Feet
N

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Striking Unlimited, LLC, dba Striking Unlimited, LLC, From: 7220 West Lake Mead Boulevard, To: 2230 North Rainbow Boulevard, Kenneth Hahn, Dir, Mgr, 100% jointly with spouse, and Yoriko Washiyama, 100% jointly with spouse - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Martial Arts Instruction Business License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Massage Establishment License, Hotspur Resorts Nevada, LTD, dba From: Aquae Sulis Salon, To: Aquae Sulis Spa, 221 North Rampart Boulevard, Thaddas L. Alston, Dir, Pres, Secy, Treas, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Massage Establishment License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Agreement No. 090234-DC, Construction Management for Oakey Meadows Storm Drain Phase I located at the intersection of Alta Drive and Valley View Boulevard - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($1,013,178.20 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,013,178.20
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for construction management services for the Oakey Meadows Storm Drain project. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Scott Plummer - (702) 804-2081

RECOMMENDATION:
That City Council approve award of Agreement No. 090234-DC, Construction Management for Oakey Meadows Storm Drain to G.C. Wallace, Inc. in the amount of $1,013,178.20. 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**
CONSULTANT NAME **G. C. Wallace, Inc.**	**Subject Matter of Contract/Agreement** **Construction Management, Inspections, and Material**
Address: **6655 S. Cimarron Road** **Las Vegas, NV 89113**	**Testing for** **Oakey Meadows Storm Drain Phase 1**
Telephone: **(702) 804-2000**	
EIN: **88-0116703**	**RFP#**

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.	James A. Duddlesten CEO/President	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000
3.	Michael D. Ross Sr. Executive Vice President	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000
4.	Scott R. Plummer Executive Vice President	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000
5.	Calvin L. Black Executive Vice President	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000
6.	Timothy A. McCoy Executive Vice President	6655 S. Cimarron Road Las Vegas, NV 89113	(702) 804-2000

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

Scott R. Plummer, Executive Vice President

May 21, 2009

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2012

Subscribed and sworn to before me this 21st day of

May, 2009

Notary Public

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Blanket Services Agreement No. 090238-LD, General Engineering Services, Grant Writing Support and Autocad Training - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (Not-to-Exceed $500,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This blanket services agreement will provide the City with the ability to issue individual task orders for general engineering services in support of public works projects, individual task orders for support to City staff in drafting request for grant funding to be used on public works projects and task orders to provide training to City staff on the use of "Autocad", a software program for drafting plans on public works projects.

PCC: L.E. Davis
POC: Delia Mosier - (702) 938-5400

RECOMMENDATION:
That City Council approve award of Blanket Services Agreement No. 090238-LD, General Engineering Services, Grant Writing Support and Autocad Training to Jacobs Engineering Group, Inc. in the not-to-exceed amount of $500,000. 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.

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**
Name	Jacobs Engineering Group Inc.
Address	7160 Bermuda Road, Suite 200 Las Vegas, NV 89119
Telephone	702-938-5400
EIN or DUNS	07-410-3508

Block 2	**Description**
Subject Matter of Contract/Agreement:	Engineering Design Services Various Projects related to the City's Capital Improvement Program
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☒	Limited Liability Company	■	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.	SEE ATTACHED		
2.			
3.			
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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: 2

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

May 28, 2009
Date

Subscribed and sworn to before me this 28th day of

May, 2009.

Teri A. Cracraft
Notary Public

TERI A. CRACRAFT
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-25-2009
Certificate No: 97-4776-1

JACOBS ENGINEERING GROUP INC.

Disclosure of Principals

DIRECTORS

Noel G. Watson
Joseph R. Bronson
John F. Coyne
Robert C. Davidson
Linda Fayne Levinson
Edward V. Fritzky
Robert B. Gwyn
John P. Jumper
Craig L. Martin
Benjamin F. Montoya
Thomas M. T. Niles

OFFICERS

Craig L. Martin, President & CEO
George A. Kunberger, Executive Vice President
Thomas R. Hammond, Executive Vice President
Gregory Landry, Executive Vice President
John W. Prosser, Jr., Executive Vice President / Chief Financial Officer
W.J. Birkhofer, Senior VP
Michael J. Higgins, Group VP
A. Kremer, Senior VP
Robert Matha, Group VP
John McLachlan, Senior VP
Earl J. Mitchell, Group VP
C.E. Nagel, Group VP
Robert G. Norfleet, Senior VP
Laurance R. Sadoff, Senior VP
Phillip J. Stassi, Group VP
James Stewart, Group VP
Patricia Summers, Senior VP
Allyn B. Taylor, Group VP
Mark S. Williams, Group VP
Walter C. Barber, Group VP
Cora L. Carmody, Senior VP
Robert M. Clement, Group VP
Mike J. Coyle, Group VP
James E. Dixon, Group VP

OFFICERS CONT.

William Markley III, Senior VP
H.T. McDuffie, Group VP
Kevin J. McMahon, Group VP
N G Thawerbhoy, Senior VP
Michael S. Udovic, VP
Robert V. Pragada, Group VP
Curtis A. Fisher, Assistant Secretary
Todd Haba, Assistant Secretary
Elizabeth A. Refinski, Assistant Secretary
Brian Scher, Assistant Secretary

INSTITUTIONS

FMR LLC
Barclays Global Investors UK Holdings Ltd.
Transamerica Investment Management LLC
Vanguard Group, Inc.
Northern Trust Corporation
Bank of New York Mellon Corporation
State Street Corporation
AXA
Calamos Advisors LLC
Morgan Stanley

MUTUAL FUND HOLDERS

Fidelity Contrafund Inc.
Calamos Growth Fund

DIRECT HOLDERS

Noel G. Watson

Jacobs Engineering Group Inc. is a publicly traded corporation on the New York Stock Exchange. As such, Jacobs does not have access to complete information concerning every individual or entity that buys, sells, or owns its stock, except for those transactions reported to the Securities and Exchange Commission. The above information is the best available pulled from public sources.

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Use Agreement 090240-SK to use the Las Vegas Valley Water District Bid No. 2029-06, Annual Requirements Contract for Biodiesel Blend Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. ($2,000,000 - Automotive Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Automotive Services Internal Service Fund
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
On October 3, 2006 the Las Vegas Valley Water District approved the award of Bid No. 2029-06 for an annual requirements contract for biodiesel blend fuel. This item is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local governments.

PCC: S. Kessler
POC: Gary Weinberg - (702) 281-8610

RECOMMENDATION:
That City Council approve Use Agreement No. 090240-SK for the use of Las Vegas Valley Water District Bid No. 2029-06, Annual Requirements Contract for Biodiesel Blend Fuel to Haycock Petroleum Co. in the estimated annual amount of $2,000,000 from August 1, 2009 through the renewal date of October 31, 2009 with two one-year renewal options. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090091-PL, Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: ELAN MARKETING, INC. ($899,996 - Print Media Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $899,996
Funding Source: Print Media ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This contract provides for multi-function device (copier/printer/scanner) rental services throughout the City from award date through August 31, 2013. Elan Marketing was selected through a competitive Request for Proposals process.

PCC: P. Lynn
POC: Peter Cherubino - (702) 515-0300

RECOMMENDATION:
That City Council approve award of Contract No. 090091-PL, Multi-Functional Device Rental Services to Elan Marketing, Inc. in the amount of $899,996 and approve a contingency reserve of $200,000 for increased equipment requirements or higher than projected copy volumes. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 07.15341.17-TF, Desert Nature Preserve Trail located at Alta Drive and Hualapai Way and the construction conflicts and contingency reserve set by Finance and Business Services - Award recommended to: WISER CONSTRUCTION, LLC ($2,247,429.72 - Parks and Leisure Activities Capital Projects Fund) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,247,429.72
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the construction of a 10' wide colored exposed aggregate concrete pathway with landscaping, irrigation, covered and uncovered rest areas, benches, trash receptacles, pet waste stations, decorative prints in trail and trail lighting. Funding for this project is being provided by the Southern Nevada Public Land Management Act (SNPLMA).

PCC: T. Fernandez
POC: Steve Collins - (702) 864-2510

RECOMMENDATION:
That City Council approve the award of Bid No. 07.15341.17-TF, Desert Nature Preserve Trail to Wiser Construction, LLC in the amount of $2,247,429.72 and approve the construction conflicts and contingency reserve of $224,742.97. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
07.15341.17-TF
Desert Nature Preserve Trail

DESCRIPTION	Wiser Construction, Limited Liability Company Lump Sum Amount	HCI Underground, LLC Lump Sum Amount	CG&B Enterprises Inc Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,247,429.72	$2,268,563.00	$2,293,632.00
Responsive Bidder:	yes		
Responsible Bidder:	yes		

DESCRIPTION	Rafael Construction, Inc. Lump Sum Amount	General Design & Construction Co., Inc Lump Sum Amount	Diamond Constr. Co., Inc Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,297,297.00	$2,325,309.00	$2,345,678.90
Responsive Bidder:			
Responsible Bidder:			

DESCRIPTION	JNJ Engineering Construction, Inc. Lump Sum Amount	Danoski Clutts Building Group, LLC Lump Sum Amount	Gothic Landscaping, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,388,000.00	$2,439,894.00	$2,585,000.00
Responsive Bidder:			
Responsible Bidder:			

Engineers Estimate: $5,940,000.00

REV 01/05

BID ABSTRACT
07.15341.17-TF
Desert Nature Preserve Trail

DESCRIPTION	Cedco, Inc. Lump Sum Amount	Sukut Construction, Inc. Lump Sum Amount	City Plan Development, Inc. dba/ Savi Construction Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,731,880.28	$2,857,000.00	$2,882,842.00
Responsive Bidder:			
Responsible Bidder:			

DESCRIPTION	Target Construction, Inc. Lump Sum Amount	Valley Crest Landscape Lump Sum Amount	Southern Nevada Paving Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,911,531.00	$2,932,847.00	$3,185,694.00
Responsive Bidder:			
Responsible Bidder:			

Engineers Estimate: $5,940,000.00

TO: Cheri Edelman Please review and approve recommended award to Wiser Construction, Limited-Liability Company

in the amount of $ 2,247,429.72

Purchasing & Contracts Representative — 6-24-09 Date

Department/Division Signature — 6-24-09 Date

REV 01/05

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 090223-TF, Engineering Design Services Agreement for Material Testing Construction Inspection and Geotechnical Services - Department of Field Operations - Award recommended to: AZTECH INSPECTIONS AND TESTING, INC. ($95,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $95,000
Funding Source: Street Maintenance SRF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
Services to be provided under the terms of this agreement are for material testing and construction inspection and geotechnical services for various projects as requested by the City on an on-call basis. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Claire Kohatsu - (702) 247-7645

RECOMMENDATION:
That City Council approve the award of Agreement No. 090223-TF, Engineering Design Services Agreement for Material Testing Construction Inspection and Geotechnical Services to Aztech Inspections and Testing, LLC in the annual amount of $95,000 from award date until June 30, 2010 with three one-year options to renew. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT F

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.	David McDonough Member	4700 Copper Sage Street Las Vegas, NV 89115	(702)247-7645
2.	Edward "Paul" Bunker Managing Member	- same -	- same -
3.	Claire Kohatsu Member	same	same
4.			
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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

State of Nevada
County of Clark

Claire Kohatsu
Name

6-9-09
Date

Subscribed and sworn to before me this 9th day of June, 2009

Kelley W Rushton
Notary Public

KELLEY W. RUSHTON
Notary Public State of Nevada
No. 03-80196-1
My appt. exp. Jan. 24, 2011

EXHIBIT F
Disclosure of Ownership/Principals (Section 10.09D)

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.

Block 1 Contracting Entity
Name **Aztech Inspections and Testing LLC**
Address **4700 Copper Sage Street** **Las Vegas, Nevada 89115** **Telephone (702)247-7645**
EIN or DUNS 090534301

Block 2 Description **Subject Matter of Contract/Agreement**
Professional Services Agreement for material Testing, Construction Inspections and Geotechnical Services
Contract No. 090223-TF

Block 3 **Type of Business**

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

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of the First Amendment to Agreement No. 090109-TF, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD. ($347,992.24 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $347,992.24
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On February 4, 2009 City Council awarded the Agreement for the period of award date through February 28, 2010 with four one-year renewal options in the annual amount of $599,138. This amendment provides for changing the term of the agreement to coincide with the fiscal year. This amendment also provides for the addition of 6.5 miles of storm drain assessment to be added to the scope of work. 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 the First Amendment to Agreement No. 090109-TF, Prime Design Services Agreement for Storm Drain Assessment Program: 5 Year Cycle to Project Engineering Consultants, Ltd. in the amount of $347,992.24 bringing the total annual amount to $947,130.24. Authority to execute the Amendment 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 – Year 2"

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.			
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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
This instrument was acknowledged before me by Robert B. Swensen
Subscribed and sworn to before me this 27 day of May, 2008

Loralee G Milne
Notary Public

Name

May 27 2009
Date

Notary Public - State of Nevada
County of Clark
LORALEE G. MILNE
My Appointment Expires
March 30, 2013
No: 09-9555-1

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090252-CW, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to: BEECHER CARLSON INSURANCE SERVICES, LLC ($100,000 - Employee Benefit Fund Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: Employee Benefit Fund ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This contract provides for insurance broker and consulting services for the City's Excess Workers' Compensation and other insurance requirements.

PCC: C. White
POC: Ron Graybeal - (503) 219-3232

RECOMMENDATION:
That City Council approve Contract No. 090252-CW, Insurance Broker and Consulting Services to Beecher Carlson Insurance Services, LLC in the estimated annual amount of $100,000 from date of award until June 30, 2012 with two one-year options to renew. 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.

Block 1 Contracting Entity
Name Beecher Carlson Insurance Services, LLC
Address 2002 Summit Blvd., Suite 900 Atlanta, GA 30319
Telephone 404-460-1400
EIN or DUNS 95-3679538

Block 2 Description Subject Matter of Contract/Agreement
Insurance Broker and Consulting Services
Contract No. 090252-CW

Block 3 **Type of Business**

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

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SEE ATTACHED - SCHEDULE 4.		
2.			
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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: Schedule 4

Date of Attached Document: 6/26/2009 Number of Pages: 5

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 Adam S. Meyerowitz Secretary

6/26/2009
Date

CHRISTINE C. ALLIGOOD
Notary Public, Cobb County, Georgia
My Commission Expires Sept. 27, 2009

Subscribed and sworn to before me this 26 day of June, 2009.

Christine C. Alligood
Notary Public

[CAO – September 2001]

SCHEDULE 4 TO
CITY OF LAS VEGAS DISCLOSURE OF OWNERSHIP/PRINCIPALS

The Contracting Entity, Beecher Carlson Insurance Services, LLC is a single member limited liability company owned by Beecher Carlson Holdings, Inc.

Beecher Carlson Insurance Services, LLC Officers:

Name/Title	Business Address	Business Phone
Gregory K. Myers, President	Times Square Tower 7 Times Square Suites 2102 & 2103 New York, New York 10036	646-358-8510
Steve Denton, Chief Operating Officer	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1407
Steve Anderson, Executive Managing Director	Times Square Tower 7 Times Square Suites 2102 & 2103 New York, New York 10036	201-793-4301
Frank McKenna, Senior Managing Director	2211 Michelson Drive, Suite 650 Irvine, CA 92612	949-930-9408
Scott Davis, Managing Director	6 Cadillac Drive, Suite 320 Brentwood, TN 37027	615-277-9841
Jeffrey Lattmann, Managing Director	Times Square Tower 7 Times Square Suites 2102 & 2103 New York, New York 10036	201-793-4302
Charlie Pierpont, Managing Director	30 Old Kings Highway South Darien, CT 06820	203-610-7218
Joe Siech, Managing Director	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4806
Janet Warren, Managing Director	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4823
Michele Centeno, Managing Director	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4847
Robert L. Glicksteen, Senior Vice President	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	818-598-4216
Jennifer J. Antrobus, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4817

Jason Flaxbeard, Senior Vice President	1655 Lafayette Street Suite 200 Denver, CO 80218	303.996.5408 x1408
Robert W. Hessel, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4801
John Jassmann, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4803
Nicholas R. Polo, Senior Vice President	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	818-598-4215
David B. Powell, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	818-598-4233
Richard C. Reynell, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4808
Jason Richardson, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	404-460-1351
Robert E. Story, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4879
Frank Beranek, Senior Vice President	6970 E. Chauncey Lane Suite 100 Phoenix, AZ 85054	(602)494-6782
Jeanne Stickels, Senior Vice President	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4859
Bret D. Quigley, Chief Financial Officer	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1402
J. Scott Tofil, Vice President, Controller	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1426
Taylor Duderstadt, Vice President, Information Technology	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1405
Aaron W. Newhoff, Vice President and Chief Actuary	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	(818) 598-4241 x1241
Sara L. Richard, Vice President	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	(818) 598-4231
Louis Serro, Vice President	6970 E. Chauncey Lane Suite 100 Phoenix, AZ 85054	(602)494-6761

Eric Silverstein, Vice President and Managing Director	2002 Summit Boulevard Suite 900 Atlanta, GA 30319	678-539-4821
Noreen Graham, Vice President and Managing Director	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	(818) 598-4205 x1205
Pamela L. Brooskin, Assistant Vice President	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	(818) 598-4250 x1250
Adam S. Meyerowitz, Secretary	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1406
Terri M. Chuck, Assistant Secretary	21700 Oxnard Street, Suite 1800 Woodland Hills, California 91367	(818) 598-4226 x1226
Christine C. Alligood, Assistant Secretary	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1410
Mara D. Buffington, Assistant Secretary	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1423
Teri McMahon, Assistant Secretary	c/o Alston & Bird, LLP Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309-3424	404-881-7000

Beecher Carlson Holdings, Inc.
Officers and Directors

Name and Title	**Address**	**Phone**
Thomas A. Golub, Chief Executive Officer and Director	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1401
Blaine Wesner, Director	300 West Sixth Street Suite 2300 Austin TX 78701	(512) 485-1905
Matt Bowman, Director	300 West Sixth Street Suite 2300 Austin TX 78701	(512) 485-1987
Manu Rana, Director	Citi Alternative Investments 399 Park Avenue New York, NY 10022	(212) 783-1429
Steve Denton, Chief Operating Officer, President and Director	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1407
Bret D. Quigley, Executive Vice President and Chief Financial Officer	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1402

Ryan Scheinfeld, Vice President	2002 Summit Blvd. Suite 900 Atlanta, GA 30319	678-651-2202
J. Scott Tofil, Vice President and Controller	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1426
Adam Meyerowitz, Senior Vice President, General Counsel and Secretary	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1406
John Jassmann, Senior Vice President	2002 Summit Blvd. Suite 900 Atlanta, GA 30319	678-539-4803
Lesley Dresch, Director of Human Resources	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1422
Christine Alligood, Assistant Secretary	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1410

Beecher Carlson Holdings, Inc.
Stockholders Owning 1% or more of the Outstanding Stock

Name	Address	Phone
Austin Ventures (including Austin Ventures Fund VII, Austin Ventures Fund VIII, AV Partners VII, L.P., AV Partners VIII, L.P.)	300 West Sixth Street Suite 2300 Austin TX 78701	(512) 485-1905
Old Lane (including Old Lane Cayman Master Fund, L.P., Old Lane US Master Fund, L.P., Old Lane HMA Master Fund, L.P	Citi Alternative Investments 399 Park Avenue New York, NY 10022	(212) 783-1429
BC Management Holdings, LLC (owned by various members of Beecher Carlson Holdings, Inc. executive management including Tom Golub)	2002 Summit Boulevard Suite 925 Atlanta, GA 30319	404-460-1400
Thomas A. Golub	2002 Summit Blvd. Suite 925 Atlanta, GA 30319	404-460-1401
Lemming Capital Partners, LLC	Attention: Dowling, VJ 190 Farmington Avenue Farmington, CT 06032	(860) 676-7331

Douglas A. MacGinnitie	40 Saddleview Run Atlanta, GA 30350	(770) 350-6200
Charles W. Floberg	220 NW 2nd Ave Suite 800 Portland, OR 97209	(503)219-3248
Michael J. Godfrey	59 East 11th Ave Eugene, OR	(541)284-3097
Thomas R. Jones, Jr.	1780 N. Krome Avenue Homestead, FL 33090	305.246.7501 x4101
Benfield Holdings Limited	Benfield Holdings, Inc. ATTN: Tom Kenyon 3600 American Blvd West Minneapolis, MN 55431	(952) 886-8234

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090257-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: CIBA CORPORATION ($1,500,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $1,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract is one of three Annual Requirements Contracts that provide for water treatment chemicals for use at the Water Pollution Control Facility. The City of Las Vegas was the principal procurement agency for the National Intergovernmental Purchasing Alliance (NIPA) for this competitive Request for Proposal which is resulting in a contract award for two polymer chemicals for the City and six polymer blended chemicals available on a national contract for any State or local government agency to join. The City will receive an annual rebate payment from NIPA attributable to the marketing of this water treatment national agreement.

PCC: T. Maino
POC: Naresh Kanderi - (757) 538-5237

RECOMMENDATION:
That City Council approve the award of Contract No. 090257-TM, Annual Requirements Contract for Water Treatment Chemicals to Ciba Corporation effective August 1, 2009 through July 31, 2010 in an estimated annual amount of $1,500,000 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090256-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA ($2,500,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract is one of three Annual Requirements Contracts that provide for water treatment chemicals for use at the Water Pollution Control Facility. The City of Las Vegas was the principal procurement agency for the National Intergovernmental Purchasing Alliance (NIPA) for this competitive Request for Proposal which is resulting in a contract award for five water treatment chemicals for the City and eighteen water treatment chemicals available on a national contract for any State or local government agency to join. The City will receive an annual rebate payment from NIPA attributable to the marketing of this water treatment national agreement.

PCC: T. Maino
POC: Craig Thatcher - (702) 564-7622

RECOMMENDATION:
That City Council approve award of Contract No. 090256-TM, Annual Requirements Contract for Water Treatment Chemicals to Thatcher Company of Nevada effective August 1, 2009 through July 31, 2010 in the estimated annual amount of $2,500,000 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY 2010 with AON Risk Services, Inc. ($261,142 - Self Insurance Liability Trust Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $261,142
Funding Source: Self-Insurance Liability Trust Fund
Dept. / Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
To provide coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery, domestic and foreign terrorism acts for FY 2010.

RECOMMENDATION:
Approval to renew the Fire Insurance Policy for FY 2010

BACKUP DOCUMENTATION:
1. AON Risk Services Invoice – Renewal Commercial Property Coverage 2009
2. Affiliated FM – Property Insurance Binder 2009

Risk Services | AON

City of Las Vegas

Invoice No. 8200000114871

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jun-29-2009	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Affiliated FM Insurance Co.	TH900 City of Las Vegas	Jul-01-2009 - Jul-01-2010	Jul-01-2009	Renewal - Commercial Property Coverage	
				Premium	258,142.00
				Engineering Fee	3,000.00
Agent/Broker: Aon Risk Insurance Services West, Inc. 38,721 Commission					
				TOTAL INVOICE AMOUNT DUE	**261,142.00**

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000114871	Jun-29-2009	US DOLLAR	261,142.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927

Send remittance to:

Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

Regarding Compensation

Affiliates of Aon Group, Inc. that provide retail, wholesale and reinsurance brokerage, risk management, underwriting and/or claim management, captive management, premium financing, and consulting may receive compensation in the form of (i) commissions and/or fees paid by an insurer and/or other third party and/or fees paid by a client; and (ii) investment and/or interest income on premiums, claim payments and return premiums temporarily held as fiduciary funds subject to the principal's consent as may be required or permitted by applicable law.

To the extent that any portion of Aon's compensation, as reflected on its invoices, by operation of law, agreement or otherwise, becomes adjusted or credited to you, it is your responsibility to disclose the actual net cost to you of the brokerage and insurance costs you have incurred to third party(ies) having an interest in such amounts.

If you have any questions regarding the nature or amount of the compensation paid to any Aon company on your account, we encourage you to contact the head of the Aon office that services your account.

INSURANCE BINDER for City of Las Vegas (Policy TH900)

To: William Deeb	At: Aon Risk Services, Inc. of Southern California	Fax No.:
From: Steven T. Ho	Date: 25 Jun 2009	Pages: 5

A. POLICY TERM:

July 1, 2009 to July 1, 2010

B. NAMED INSURED:

City of Las Vegas, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed **$500,000,000** as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

As per schedule on file dated 03/26/2009.

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1.	Not Covered	Earth Movement (Annual Aggregate, for all coverages provided)
2.	Not Covered	Flood (Annual Aggregate, for all coverages provided)
3.	$10,000,000	Extra Expense
4.	$1,000,000	Leasehold Interest

F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

All Risk - Extensions of Coverage Sub-Limits:

1.	$100,000	Fire Fighting Materials and Expenses
2.	$100,000	Professional Fees
3.	$250,000	Expediting Expenses

4.	$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of $1,000 per item
5.	$250,000	Pavements and Roadways
6.	$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)
7.	$250,000	Installation Floater
8.	$5,000,000	Newly Acquired Property
9.	$5,000,000	Unnamed Locations Coverage
10.	$2,500,000	Fine Arts
11.	$500,000	Accounts Receivable
12.	$500,000	Valuable Papers and Records
13.	$500,000	Electronic Data Processing, Data and Media
14. Demolition and Increased Cost of Construction		
	Policy Limit	Item A: Undamaged Portion
	$1,000,000	Item B: Demolition
	$1,000,000	Item C: Compliance with the Law
	$1,000,000	Item D: Business Interruption
15.	$5,000,000	Errors and Omissions
16.	$500,000	Transit
17. Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement		
	$500,000,000	A. United States Certified Act of Terrorism coverage
	Not Covered	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	$1,000,000	Fungus, Mold or Mildew
19.	$100,000	Deferred Payment
20.	$250,000	Off-Premises Service Interruption - Property Damage
21.	$100,000	Arson or Theft Reward
22.	$100,000	Money and Securities
23.	$100,000	Locks and Keys
24.	$100,000	Tenants Legal Liability and Expense
25.	$100,000	Soft Costs

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of $100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a $100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.

Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1. Boiler and Machinery:

   A.Property Damage: $10,000

   B.Business Interruption Waiting Period:

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

2. Off Premises Service Interruption Qualifying Period:

   In the event of loss or damage covered by this policy, no coverage is provided unless the service interruption exceeds 24 hours beginning from the time of loss or damage covered by this policy. If the service interruption exceeds 24 hours, the loss will be calculated from the time of loss or damage covered by this policy, subject to the policy deductible.

3. Electronic Data Processing Equipment, Data and Media Deductible:

   In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

   If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of $10,000 per location.

   Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

4. $10,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. **Extended Terrorism Coverage Endorsement**

   Section F. Perils Excluded, Group I. Item 2. f. is amended to:

   f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

      Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

      If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

      If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

2. **Notice of Cancellation**

The time required by the Company for mailing or delivering notice of cancellation of this policy to the First Named Insured as shown in Item 17., Cancellation, shown in Section G., General Conditions, is extended from 60 days to 90, except the notice for non-payment of premium remains at ten (10) days.

3. **Greens and Fairways Coverage**

This policy is extended to cover golf greens situated on the Insured's premises for an amount not to exceed $1,000,000 per occurrence, with a maximum of $50,000 per green and/or fairway when direct physical loss or damage results from a named peril by this Policy.

A golf green is defined as an area of short grass and amending soil which is a functional part of a golf course used as a putting surface. A fairway is defined as an area of short grass and amending soil which is a functional part of a golf course located between the tee box and golf green. For purposes of this coverage, fill material and subsoil shall not be considered as an insurable part of the golf green or fairway.

Golf Greens Exclusion: The coverage with respect to Golf Greens does not cover loss or damage to greens caused by vehicles owned and / or operated by the employees of the Insured or by any tenant of the Insured's premises.

4. **United States Certified Act of Terrorism 2008**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **Terrorism** contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered **Terrorism** within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

I. INDEX OF FORMS:

The following forms are made part of this policy:

Title	Form No.	Edition
Declarations	S-1 PRO 3100	(1/08)
All Risk Property Coverage	PRO AR 3100	(1/07)
Business Interruption Endorsement Extra Expense	PRO EE 2260	(1/03)
Nevada Amendatory Endorsement	6513	(7/02)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)

Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)
Leasehold Interest	LI 2321	(1/03)

Forms, worksheets and other material are available at: www.affiliatedfm.com

PREMIUM: (all premiums are 15% of commission)

Total Annual Premium **including** the United States Certified Act of Terrorism coverage: **$258,142** at 15.00% commission

Engineering Fees: **$3,000** at no commission.

Please note that Boiler & Machinery and EQSL are included to the Policy Limit

Applicable state taxes, surcharges and fees are not included in this binder. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this binder and Affiliated FM forms versus your application are not provided.

This binder expires July 1, 2009.

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Excess Workers' Compensation Insurance coverage for FY 2010 with Beecher Carlson Insurance Agency, LLC. ($530,988 - Workers' Compensation Self-Insured Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $530,988
Funding Source: Workers" Compensation Self-Insured Fund
Dept. /Division: Human Resources/Insurances Services

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes (NRS) requires that all self-insured employers maintain excess workers" compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $1,000,000 per claim for non-public safety personnel and $4,000,000 for public safety personnel and is priced using the City's estimated annual payroll. The annual premium for this year (07/01/09 to 07/01/10) will be $530,988; based on a projected payroll of $250,838,583 at an annual rate per $100 in payroll of 0.2095.

RECOMMENDATION:
Approval to renew the Excess Workers' Compensation Insurance Policy for FY 2010

BACKUP DOCUMENTATION:
1. Beecher Carlson Insurance Agency Invoice - Renewal Excess Workers' Compensation
2. New York Marine and General Insurance Company – Excess Workers' Compensation Binder

BEECHER CARLSON
Insurance Agency, LLC
Passion. Innovation. Accountability.

INVOICE

Customer	City of Las Vegas 60984
Date	06/29/2009
Customer Service	(503)222-1831
Page	1 of 1

Please Remit Payment to: Beecher Carlson Insurance Agency
PO Box 79084
City of Industry, CA 91716-9084

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101

Payment Information	
Invoice Summary	530,988.00
Payment Amount	
Payment for:	Invoice#454558
MW100147	

Thank You

Please detach and return with payment

Customer: City of Las Vegas

Invoice	Effective	Transaction	Description	Amount
454558	07/01/2009	New business	Policy #MW100147 07/01/2009-07/01/2010 SIRPRO/Global Intermediaries of Eugene Workers Compensation - New Policy	530,988.00

Total
530,988.00

Thank You

	Date
bciamail@beechercarlson.com	06/29/2009

Las Vegas, City of
Workers Compensation
June 26, 2009

GLOBAL INTERMEDIARIES
Your modern insurance and reinsurance specialist

TO: Beccy Beers
COMPANY: Beecher Carlson

FROM: JUDD FELDMAN
PHONE: 888-474-7776

NEW YORK MARINE & GENERAL INSURANCE COMPANY
Specific Excess & Aggregate Excess Workers Compensation and Employers Liability Binder
A.M. Best Rated: A (Excellent), VIII

BINDER	
Policy Term	July 1, 2009/2010
Policy Number	MW100147
Estimated Manual Premium	$6,923,145
Estimated Total Payroll	$250,838,583
Covered State(s)	Nevada
Specific Retention	$1,000,000 for all classes with $4,000,000 for police/fire classes
Specific Limit	Statutory
Employers Liability Limit	$1,000,000
Aggregate Attachment Rate	Nil
Minimum Aggregate Attachment	Nil
Aggregate Limit	Nil
Maximum Loss Accruing to the Aggregate	Nil
Total Minimum Premium	$472,920
Total Deposit Premium	$525,467
Total Excess Rate	$0.2095
Terrorism Charge	$5,521

Total Premium Charged	$530,988

1600 Executive Parkway, Suite 205, Eugene, OR 97401
P O Box 7035, Eugene, OR 97401
PHONE: 1-888-474-7776 * FAX: (541) 344-5356
www.globalre-int.com

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the creation of a full-time regular Major Projects Development Manager position for the City Manager's Office to manage major projects to include but not limited to the new City Hall, the Smith Center for the Performing Arts and the Museum of Organized Crime and Law Enforcement ($100,000 + benefits - Redevelopment Special Revenue Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000 + Benefits
Funding Source: RDA Special Revenue Fund
Dept./Division: City Manager

PURPOSE/BACKGROUND:
The City Manager's office requests a new Major Projects Development Manager position. This position is urgently needed to direct, coordinate and oversee the development, design and construction of major projects to include but not limited to the new City Hall, the Smith Center for the Performing Arts, and the Museum of Organized Crime and Law Enforcement (aka Mob Museum); to serve as a liaison between the city and the developer or sponsor; to manage all related development issues; and to mediate internal conflicts among departments with responsibility for major segments of the project.

RECOMMENDATION:
Approval of the creation of the Major Projects Development Manager for the City Manager's Office.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $200,000 in Community Development Block Grant (CDBG) Construction funds for building repairs to the City-owned facility located at 1581 Main Street - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
The City-owned facility located at 1581 Main Street is in need of repairs in order to maintain habitability and arrest further deterioration. Four (4) of the roof-mounted HVAC units are deteriorated beyond repair, and require replacement, while eight (8) others need to be repaired (12 units in all). The roofing is more than 10 years old and has developed leaks that will be addressed with a complete re-roofing that will also improve insulation and energy efficiency. Minor interior rehabilitation work will be completed in addition to repair and replacement of the down spouts and roof drains. The current allocation of $200,000 will allow for completion of all work and extend the useful life of the building.

RECOMMENDATION:
Staff recommends that the City Council approve funding for the repairs of the City-owned facility and authorizes the Department Directors to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Memorandum of Understanding with Commission for the Las Vegas Centennial for a grant of $200,000 of Centennial funds for the exhibits and marker project at Floyd Lamb Park Visitor's Center at Tule Springs – Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount: $200,000
Funding Source: Commission for the Las Vegas Centennial
Dept./Division: Planning & Development

PURPOSE/BACKGROUND:
The Planning & Development Department has been awarded $200,000 of Centennial History Grant funds to be used to replace the current Nevada state historic markers with updated markers, and provide new exhibits for the Visitor's Center building as part of the preservation and programming plan for the Park. The marker and exhibit project will include identification of historic themes directly associated with the history of Tule Springs Ranch and surrounding area, preparation of marker content, design of marker layout to include images and text, marker fabrication, and marker installation.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND THE COMMISSION FOR THE LAS VEGAS CENTENNIAL

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2009, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and CITY OF LAS VEGAS ("City").

RECITALS

WHEREAS, the City is the owner of Floyd Lamb Park at Tule Springs (referred to as the "Park") located at 9400 Tule Springs Road, Las Vegas, Nevada, which was transferred from the State of Nevada to the City on July 2, 2007;

WHEREAS, the Park includes 53 historic buildings and structures beginning construction in 1910, including the foreman's house built in 1944 (referred to as the "Visitor's Center"), and approximately seventy-five (75) historic interpretive markers still containing the state of Nevada logo; and

WHEREAS, the Park is listed on the National Register of Historic Places and the city of Las Vegas Historic Property Register; and

WHEREAS, the City desires to replace the current state historic markers with updated markers, and provide new exhibits for the Visitor's Center building as part of the preservation and programming plan for the Park; and

WHEREAS, the Commission is able to provide the Centennial Grant funds for the markers and exhibits throughout the Park and Visitor's Center.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
IMPROVEMENTS AND GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this MOU, the Commission hereby agrees to provide to City a grant in the total amount of Two Hundred Thousand Dollars ($200,000) (the "Centennial Grant") to be used to replace the current state historic markers with updated markers, and provide new exhibits for the Visitor's Center building as part of the preservation and programming plan for the Park (collectively the "Project"). The marker and exhibit project will include the following: (1.) Identification of historic themes directly associated with the history of Tule Springs Ranch and surrounding area; (2.) Preparation of marker content; (3.) Design of marker layout to include images and text; (4.) Marker fabrication; and (5.) Marker installation. The Centennial Grant to be provided to the City may be used on any qualified costs

in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

1.2 Project. City represents and covenants that it is the owner of the Park, including the site, buildings, and structures therein where the Project shall take place. The City shall be responsible for the administration of the Project.

1.3 City and Other Governmental Permits. At such time as required by law, City shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City or any other governmental agency affected by the administration of the Project.

1.4 Rights of Access. For the purposes of assuring compliance with this MOU, representatives of the Commission shall have reasonable access to any area where the work for the Project is taking place without charge or fee and at normal business hours.

1.5 Local, State and Federal Laws. City shall carry out the Project work, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

1.6 Funding. The Commission shall provide the City with the Centennial Grant of Two Hundred Thousand Dollars ($200,000) to be utilized by the City for the Project. The Commission shall provide the Centennial Grant Funds to the City, provided that the City complies with the requirements of this MOU. The Commission shall not provide any additional funding for the Project other than the Centennial Grant, except for any additional funds approved by the Commission.

1.7 City Funding Requests. When the City is in need of funds to be provided from the Centennial Grant, City shall furnish the Commission's Executive Director with a requisition for the expenditure, which shows the amount, a description of the Project items completed, copies of related invoices and a statement from the City that the work was completed. The Executive Director will, during the next succeeding fifteen (15) business days, review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall approve the request and issue a check or have the amount requested transferred to the City.

1.8 Cost Overruns. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in the City's contracts for the Project, City shall pay the amount of the excess from the City's own funds or any other funds obtained by the City or pledged to the City to pay any such excess, so long as such excess amounts are not paid from the Centennial Grant Funds.

1.9 Term. The Centennial Grant provided herein shall be available to be disbursed to the City for a period of two (2) years from the date of this MOU ("Effective Date") unless, upon request by the City, the term is extended by the Commission. Except for any provisions which survive the expiration or termination of this MOU or any extensions of the term, this MOU shall

terminate upon the satisfactory completion of those Project to be funded by the Centennial Grant or the second anniversary date from the Effective Date, whichever occurs first.

ARTICLE II
MISCELLANEOUS COVENANTS

2. Inspections and Reviews. The City covenants that it will allow the Commission to inspect its books and records pertaining to the Project and this MOU at all reasonable times and upon reasonable notice.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this MOU.

A. Any party to this MOU fails to pay an amount under this Agreement when due.

B. Any party to this MOU fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this MOU.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this MOU gives the defaulting party to this MOU notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of Commission. If the City is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this MOU and may withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this MOU and to require that the City carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this MOU.

B. Remedies of City. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and the City shall also be entitled to

bring a lawsuit for specific performance to order the Commission to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of the City under this MOU.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this MOU, the Commission and the City shall have all other rights and remedies afforded them by law or in equity for the enforcement of this MOU if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this MOU is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this MOU or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this MOU or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. Subject to the limitations of NRS Chapter 41, the City agrees to protect and indemnify and hold the Commission, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Commission, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i.) the rehabilitation and/or restoration improvements made to the Park; (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the Park under the control of such indemnifying party which was caused by the action of the City, or any contractor, subcontractor, agent, licensee or anyone who is directly employed by the City, or any of its contractors, subcontractors or agents, in connection with the Project, or (iii) any act or omission, negligent or otherwise, of the City, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the City, or any of its contractors, subcontractors, agents or licensees, in connection with the Project.

B. Subject to the limitations of NRS Chapter 41, the City agrees that it shall at its sole cost and expense defend the Commission, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Commission, its directors, officers, employees or agents. The Commission shall promptly notify the City of

any claim made against it for which it may seek indemnification and shall fully cooperate with the City in the defense and/or settlement thereof. If the City fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the City.

C. No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or gross negligence of the Commission or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this MOU for a period of twelve (12) months thereafter. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this MOU is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this MOU to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this MOU.

4.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

4.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and the City administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the City Manager of the City, and the Executive Director or designee to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such

request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

4.5 Arbitration. All claims, disputes, or other questions that may arise between the Commission and the City concerning any provision or provisions of this MOU which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission Board of Directors, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the City shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and the City shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and the City. The City shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the City shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim

under the terms of this MOU, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.6 Successors: Assignments. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.7 Entire Agreement. This MOU, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this MOU, but only by a written instrument signed by each party.

4.8 Further Assurances. The City and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this MOU. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

4.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Commission:

Commission for the Las Vegas Centennial
c/o Executive Director
401 S. 4th Street, Suite 140
Las Vegas, Nevada 89101

If to the City:

City of Las Vegas
Attention: City Manager
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.10 Severability. If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions

hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Until another person is designated, the City hereby designates Elizabeth N. Fretwell, Deputy City Manager, as its authorized representative and the Commission hereby designates its Executive Director as its authorized representative.

4.12 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

4.13 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this MOU, nor in any way affect this MOU.

4.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this MOU shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this MOU fulfilled.

4.15 Time Calculation. Whenever in this MOU a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

4.16 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .

IN WITNESS WHEREOF the Commission and the City have caused this MOU to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

_____
Esther Boyter, Secretary

APPROVED AS TO FORM:

_____ 10/30/09
Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

_____ 10/30/09
Date

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to file an Amendment to Right-of-Way Grant N-66120 with the Bureau of Land Management for additional roadway, sewer and drainage purposes lying within a portion of the West Half of the Northwest Quarter of the Northwest Quarter of Section 12, Township 20 South, Range 59 East, generally located on Alexander Road, APN 137-12-101-008 - Ward 4 (Anthony)

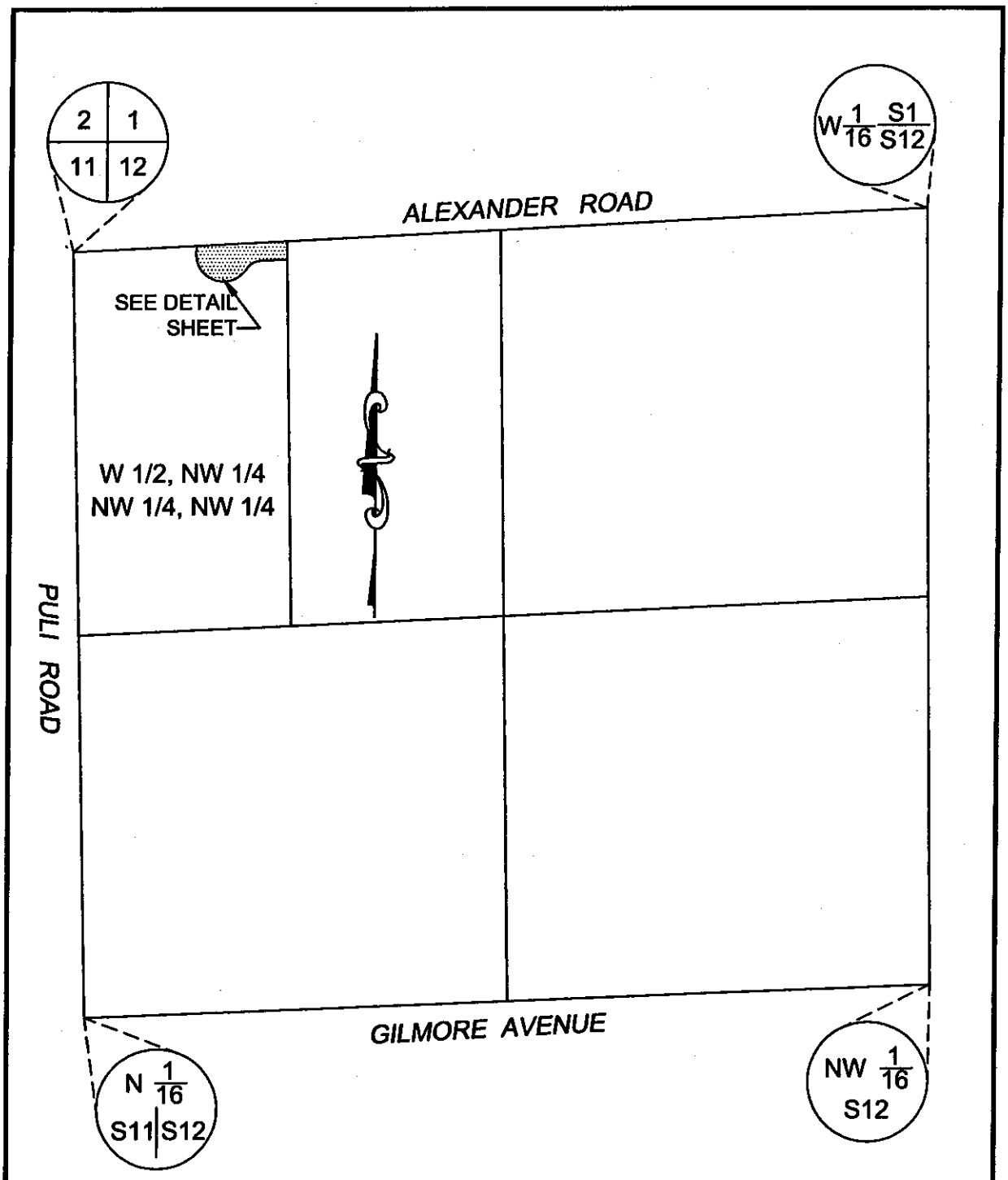
Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment will complete the south half of the cul-de-sac at the west end of Alexander Road for Gilmore Cliff Shadows Trailhead.

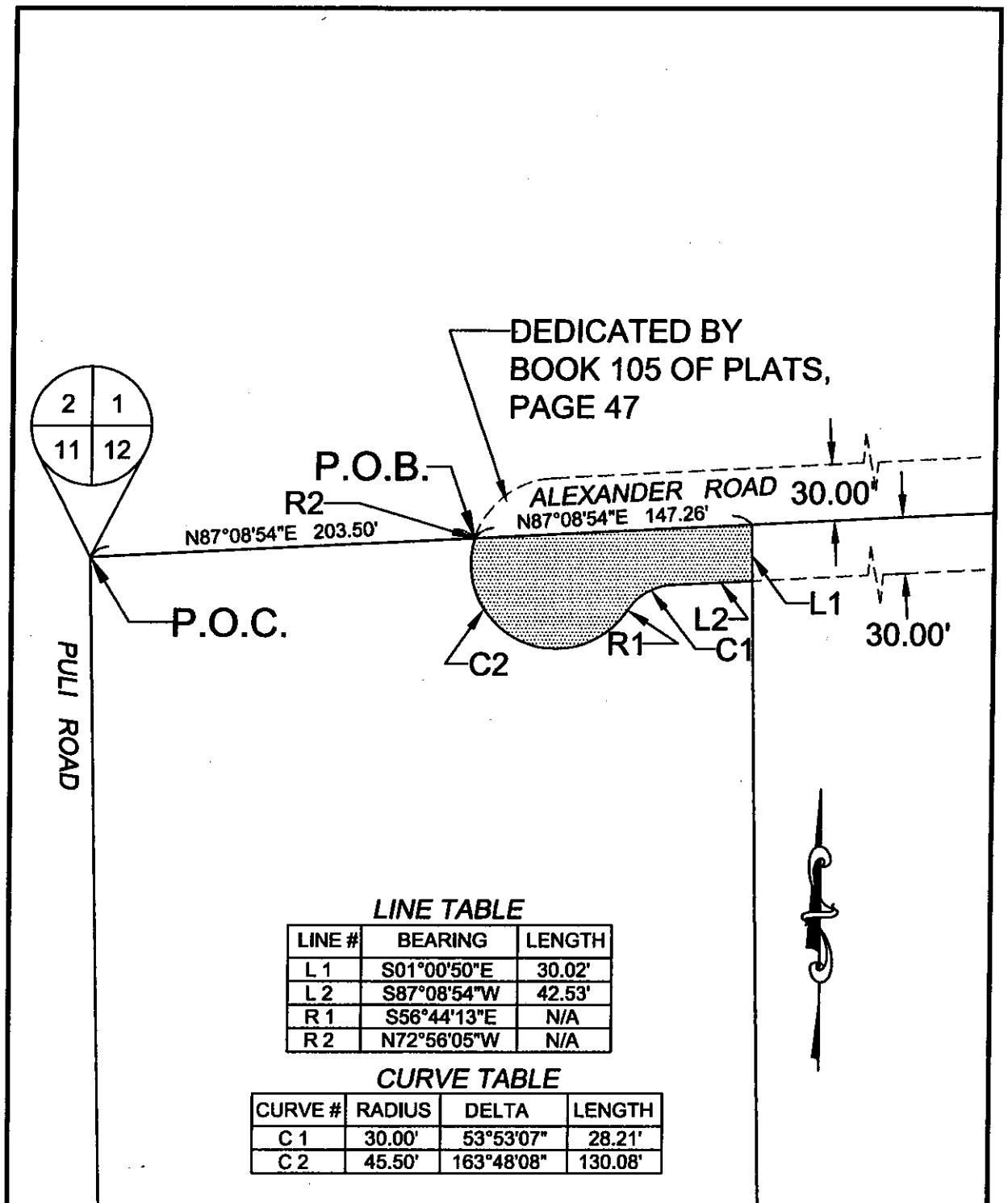
RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Map
2. Detail Sheet



MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
W 1/2 OF NW 1/4 OF NW 1/4 OF NW 1/4 OF
SEC 12, T20S, R59E, MDM
APN 137-12-101-008
BLM R/W GRANT FOR ROAD, SEWER, & DRAINAGE
ex090504.doc

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION



LINE TABLE

LINE #	BEARING	LENGTH
L 1	S01°00'50"E	30.02'
L 2	S87°08'54"W	42.53'
R 1	S56°44'13"E	N/A
R 2	N72°56'05"W	N/A

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	30.00'	53°53'07"	28.21'
C 2	45.50'	163°48'08"	130.08'

DETAIL SHEET

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to file an Amendment to Right-of-Way Grant N-78609 with the Bureau of Land Management for additional roadway and drainage purposes lying within a portion of Government Lot 22 of Section 3, Township 21 South, Range 60 East, generally located on Del Rey Avenue between Buffalo Drive and Tenaya Way, APN 163-03-101-001 - Ward 2 (Wolfson)

Fiscal Impact

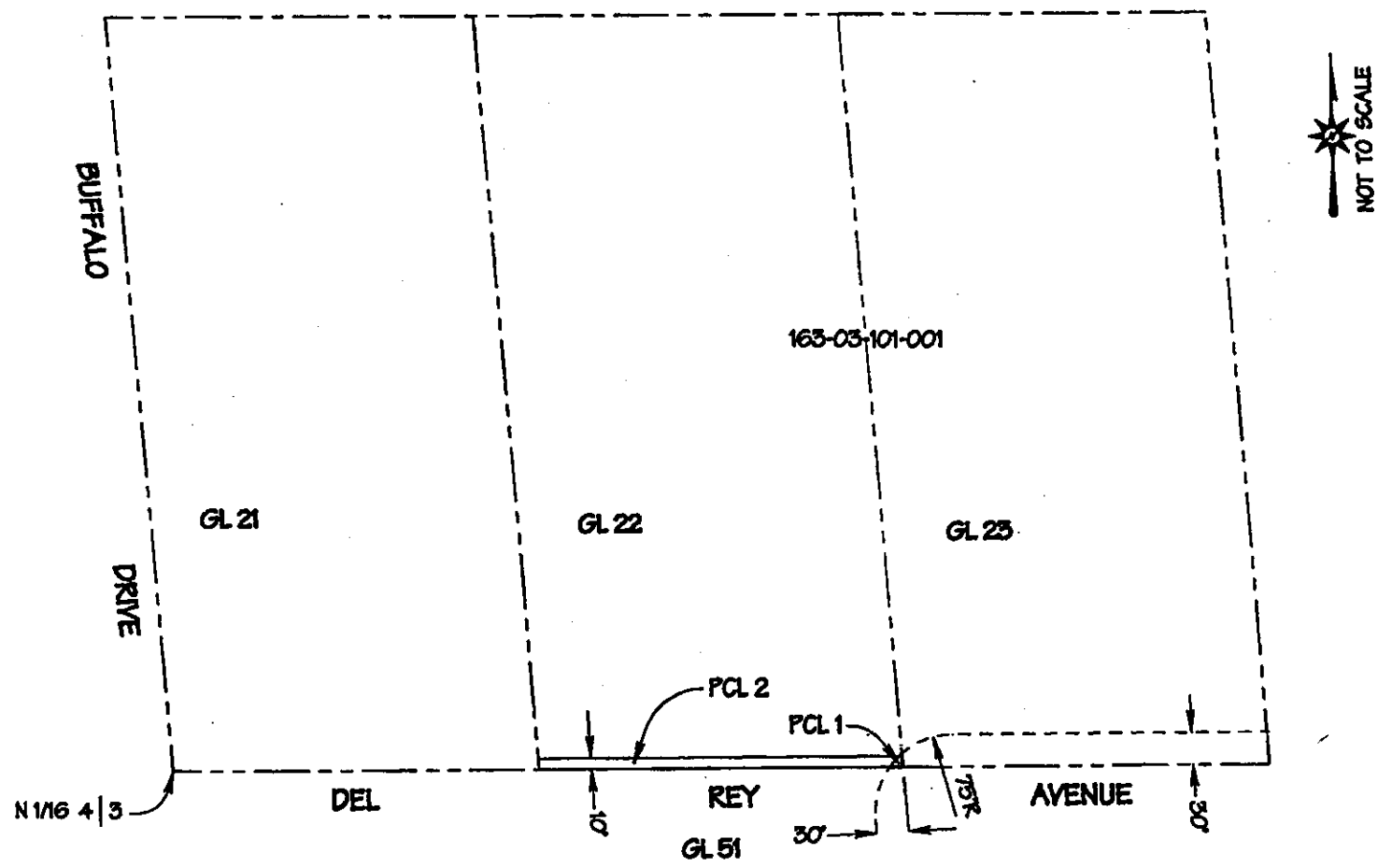
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Amendment will complete a missing triangle piece of right-of-way on Del Rey Avenue (parcel 1) and provide an additional 10-foot area for sewer maintenance (parcel 2).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

PORTON OF THE NW 1/4, NW 1/4, SEC 3, T21S, R60E, M.D.M.,



City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Connection Agreement with Hamilton Civil Engineers on behalf of Guerdon and Dorothea Brocksom, owners and an Interlocal Contract with Clark County Water Reclamation District for sewer services located north of Racel Street, east of Coke Street and top of the cul-de-sac on Calista Way, APN 125-09-705-004 - County (near Ward 6 - Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect one parcel with a proposed usage as a single family dwelling located north of Racel Street, east of Coke Street and top of the cul-de-sac on Calista Way. The owners propose to connect to the existing 12-inch sewer in Silverstone Ranch Drive. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement".

RECOMMENDATION:
Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

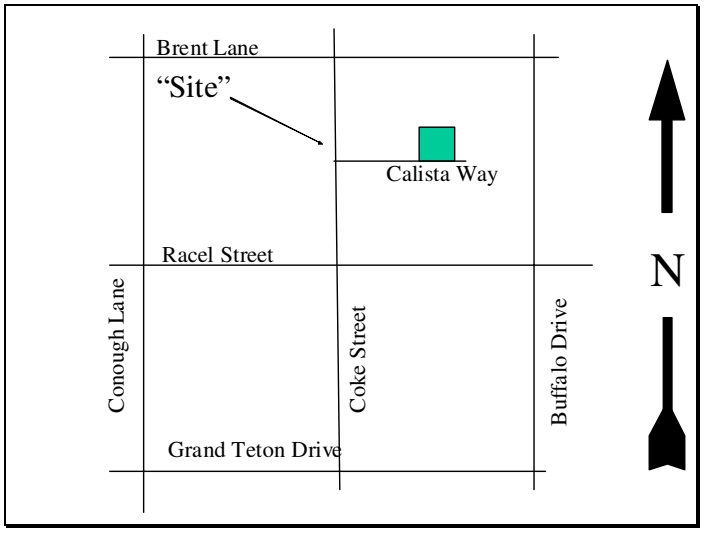
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AGREEMENT WITH HAMILTON CIVIL ENGINEERS ON BEHALF OF GUERDON AND DOROTHEA BROCKSOM, OWNERS AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES, NORTH OF RACEL STREET, EAST OF COKE STREET AND TOP OF CUL-DE-SAC ON CALISTA WAY, (APN 125-09-705-004)

VICINITY MAP



City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Agreement 113295 between the City of Las Vegas and the Las Vegas Valley Water District for water services to provide irrigation for landscaping in the North and South Environmental Enhancement Areas within Floyd Lamb Park ($157,298 - Clark County Regional Flood Control District [CCRFCD]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $157,298
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently at a ninety-nine percent design phase for this project. The improvements associated with this Interlocal Agreement will provide water service for landscape irrigation for the North and South Environmental Enhancement Areas within Floyd Lamb Park.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement 113295

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB PARK

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property located on Tule Springs Road, east of Durango Drive, further described as Clark County Assessor's Parcel Number(s) 125-04-301-005, and has submitted plans for the improvement of a public park to be known as "Environmental Enhancement Areas at Floyd Lamb Park", and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a public park and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a public park, located on Tule Springs Road, east of Durango Drive. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB PARK
Waterlines for Irrigation System

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the District's Service Rules, to refund to the Developer any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
   2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200___.

APPROVED AS TO FORM:

John S. Ridilla

City Attorney

ATTEST:

BEVERLY K. BRIDGES, CMC, City Clerk

CITY OF LAS VEGAS

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY:_____
RORY REID, President
Board of Directors

APPROVED:

CHARLES K. HAUSER, General Counsel

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Non-Refundable Construction Agreement with Nevada Power Company d/b/a as NV Energy for the extension of existing power facilities to provide power for improvements associated with the Desert Nature Preserve Trail project located at 10018 Alta Drive ($94 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $94
Funding Source: SNPLMA
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently under construction for the Desert Nature Preserve Trail project. The utility improvements associated with this Agreement will provide needed additional power infrastructure for new electrical features associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Non-Refundable Construction Agreement

NVEnergy

RULE 9

NON-REFUNDABLE CONSTRUCTION AGREEMENT

Contract No: **NRC0000190558A**
Project No: 0000190558
Date Prepared: **05/22/2009**

This Non-Refundable Construction Agreement ("**Agreement**") is made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy (hereinafter called "**Utility**") and CITY OF LAS VEGAS (hereinafter called "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

BASIS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("**Commission**").

B. Applicant has requested that Utility relocate or alter existing Utility facilities on and/or Applicant has requested "Service" or a "Line Extension," as defined in Rule 1, for the provision of service by Utility to the premises owned or controlled by Applicant commonly known as HUALAPAI WAY. & ALTA DR. and further described as APN 13831101002 (the "**Property**").

C. Utility will in accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules, and this Agreement, relocate or alter Utility facilities, as requested by Applicant.

D. This Agreement involves a project of typical risk with service for new capacity.

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve such a conflict through a recordable use agreement signed by Applicant and Utility and duly notarized.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

WITNESSETH

A. Line Extension. In order to provide service to Applicant, Utility must extend its lines as shown on the service design identified as DESERT NATURAL PRESERVE TRAIL which is attached to this Agreement as **Exhibit "A"** and made a part of it. Applicant approves this design.

B. Estimated Costs. As summarized on **Exhibit "B"** attached to this Agreement, Utility estimates the Costs of the Line Extension Project to be $**1,940.00**.

C. Estimated Advance. The estimated Advance is $**94.00**, consisting of:

(1) CIAC. A CIAC in the amount of $**.00**. This amount includes a non-taxable, non-refundable cost of $**.00** and a taxable, non-refundable cost of $**.00**. The Excess Allowance, if any, has been applied. The CIAC is subject to Cost True-up.

(2) Advance Subject to Refund. An Advance Subject to Refund in the amount of $**.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 ("**Proportionate Share Attachments**") in the amount of $**.00**.

(3) Tax Effect. Tax Effect as follows:

(a) A Tax Effect relating to the Advance Subject to Refund in the amount of $**.00**.

(b) A Tax Effect relating to the CIAC in the amount of $**.00**.

(c) A Tax Effect relating to Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12 (such as trenching and substructures performed by Applicant and/or its contractors/subcontractors) in the amount of $**94.00**. This Tax Effect is not subject to refund.

D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is $**2,565.00**. ("**Estimated Allowance**"). Of this amount, $**2,565.00** is being provided to Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date ("**Initial Allowance**"). If the Estimated Allowance is more than Applicant's Cost Responsibility, the Allowance may offset any applicable CIAC pursuant to Rule 9, Sections A.6 and B.3 ("**Excess Allowance**"). The Excess Allowance is $**625.00**.

E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility $**94.00** ("**Initial Payment**").

F. Other Contracts/Projects.

(1) Proportionate Share Contracts. Because Applicant is attaching to existing line extensions, Applicant is a proportionate participant per Rule 9, Section A.16 with respect to the following contracts:

Contract No.	Dated	Expiration	Title

(2) Projects Agreement Is Contingent on. This Agreement is contingent on projects and/or completion of projects as listed:

Project No.	Initiated	Title

(3) Master Planned Community Contracts. If this Development is within a master planned community, this Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, when the following terms appear in the Agreement, they have the following meanings.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of Utility Standards are, to the best of Utility's knowledge, compliant with the applicable Utility Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of Utility facilities under this Agreement and as may be further described in **Exhibit "A"**. Adjustments include without limitation Betterments.

1.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect(s).

1.4 Advance Subject to Refund: The portion of the Advance that is eligible to be refunded.

1.5 Allowance: The maximum amount that Utility may invest toward Applicant's Line Extension Project per Rule 9, Section B.3, including the Cost of Adjustments but excluding Betterments and Applicant requested upgrades. Applicant is not entitled to an Allowance if Applicant's Development does not have permanent structures.

1.6 Allowance True-up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets or Applicant's actual Demand, compares this recalculated Allowance to the Estimated Allowance, and adjusts the Allowance accordingly.

1.7 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route deemed suitable by Utility.

1.8 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by an Allowance, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.9 Cost or Costs: Direct and related indirect costs associated with this Agreement. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for property rights; expenses associated with acquiring an easement(s) for Utility facilities whether through negotiation or a condemnation lawsuit(s); Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

1.10 Cost True-up: The accounting process in which Utility compares actual Costs to the estimated Costs.

1.11 Demand: The Applicant's highest energy consumption for a given period of time. This time period is generally based on Applicant's peak load.

1.12 Development: Applicant's project on the Property for which Applicant has requested service from Utility which may include new service and/or the relocation or alteration of existing Utility facilities. Utility may assign a project identification number, aka "PID #," to this Development.

1.13 Effective Date: The date on which this Agreement is signed by the last of the Parties required to sign it, as set forth below the signatures at the end of this Agreement.

1.14 Force Majeure: An event or condition that is beyond the control of the affected Party and occurs without the fault or negligence of the affected Party. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, civil insurrection, fires,

floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties, and other acts of God.

1.15 In-Service Date: The date on which the Line Extension Project has been energized to provide Service to the Development.

1.16 Laws: All federal, state, and local codes, ordinances, rules, statutes, enactments, orders, standards, and regulations, including those of any governmental agency, and all interpretations and replacements of, and changes and supplements to, any of the foregoing. Any specific reference to a Law in this Agreement refers to the Law as amended or supplemented.

1.17 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide service to the Development, as shown in **Exhibit "A"**.

1.18 Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of the Agreement, as identified in Section 14.2 below.

1.19 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, pursuant to Rule 9, Section A.16.

1.20 Refund of Advance: The refund Applicant will receive if the Allowance True-up is more than the Cost True-up. However, the refund provided to Applicant, if any, must not exceed the Advance Subject to Refund.

1.21 Rule 1: NPC's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

1.22 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date.

1.23 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.24 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 05/22/2009.

1.25 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. Utility's conceptual engineering design for the Line Extension Project is provided in **Exhibit "A."** Applicant approves the design and acknowledges that Applicant is bound by all notes on the design. **Exhibit "A"** may be amended from time to time by Utility to reflect changes as required.

2.2 Condition Precedent to Provide Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date.

2.4 Sources of Power. The sources of power to the Development are subject to change, at Utility's discretion.

2.5 Providing Service to Applicant. Utility will provide electric service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules.

3. Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit "B". The estimated Costs of the Line Extension Project are delineated on **Exhibit "B"**.

3.2 Limitation on Refund of Advance. Applicant may not necessarily receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to the Applicant's Line Extension Project, the refund may range from $0 to the maximum allowable.

3.3 Offset of Advance Subject to Refund. The Advance Subject to Refund may be offset by any Allowance, Proportionate Share Refunds, or other credits.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable. However, CIACs are subject to Cost True-up.

3.5 Performance of Allowance and Cost True-ups. At Utility's discretion, Utility may perform an Allowance True-up and/or a Cost True-up after the In-Service Date. If Utility does not perform an Allowance True-up and/or a Cost True-up, Applicant is only responsible for the Costs identified on Exhibit "B" and as otherwise invoiced by Utility.

3.6 Refunds and Invoices Associated with Accounting Adjustments; Proportionate Share Refunds. If Utility performs the accounting adjustments in Section 3.5 above, Utility will apply amounts paid by Applicant to Utility under this Agreement and will either invoice Applicant or provide a Refund of Advance. Applicant will receive an invoice from Utility if the Cost True-Up is more than the Allowance True-up. Applicant might receive additional refunds because of Proportionate Share Refunds. The total of all refunds must not exceed the Advance Subject to Refund.

3.7 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs associated with this Agreement, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**"). If one or more of the projects identified in Witnesseth Section F(2) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide service to the Development or increases the Cost to serve the Development, the design for the Development might change and Applicant will be responsible for all Costs associated with that design change and increased Cost to serve the Development. Utility is not obligated to perform under this Agreement until after Applicant approves a modified design and pays Utility the additional Costs.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in **Exhibit "B"** and those identified subsequently as part of the Section 3.5 accounting adjustment process.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on **Exhibit "A"**, perform work associated with these improvements, and comply with and perform in accordance with all Laws, Utility Standards, the Tariff Schedules, the National Electric Code, and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 30 days of receipt. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide service to Applicant, until after Utility receives payment in full. Any delay in payment may result in a delay in the In-Service Date.

4.6 Interest. Any amount unpaid and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities installed by the Applicant:

(A) Applicant must allow Utility to inspect the construction or installation of such facilities for Acceptance.

(B) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.9 Reduction of Service or Termination Charges. If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party property rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage

for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Property Rights

5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all property rights, such as easements, subordination agreements, conveyances, deeds, permits and rights-of-way, that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the property rights.

5.2 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities until the required property rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by the Applicant and Utility under this Agreement will become property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

5.4 Survival. This Section 5 will survive termination of this Agreement.

6. Guarantees

6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. Should Utility choose to remedy such defect, Applicant will pay Utility all Costs incurred.

6.3 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all property rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The property rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

6.4 Sole Source Guarantee. Applicant guarantees that Utility will be the sole source of electric service to the Development.

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 Exchanging Information. Utility may provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Labeling Information Confidential. If Utility wants this information to be treated as "Confidential Information", Utility must clearly label the written information as "Confidential Information" and, with respect to oral information, Utility must prior to or within twenty-four (24) after the particular oral communication is made identify in writing that the oral communications are confidential.

8.3 Protection of Confidential Information. Applicant must keep all information designated as "Confidential Information" in a secure location.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all information identified as "Confidential Information" that Applicant received, together with all copies and extracts.

8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"); provided, that the Third Party signs an agreement in a form acceptable to Utility in which the Third Party agrees to be bound by the terms of this Confidentiality Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this Confidentiality Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

8.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any information identified as "Confidential Information", Applicant must provide prompt written notice of any such requirement to Utility and seek a protective order preventing or limiting disclosure.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure of information identified as "Confidential Information". Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this

information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice.

9.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 14.3 of the Agreement.

10. Representations

10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

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

11. Precedence

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 3 of this Agreement will be the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 Integration. The Agreement, together with all other documents and agreements executed in connection with providing service to Applicant's project(s), represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement. However, should a conflict arise between this Agreement and the "Applicant Mylar/Improvement Plans Certification &

Acknowledgement" for the Development (if any) or between this Agreement and the "Property Owner Final Map Acknowledgement" for the Development (if any), this Agreement will supersede the portion of the acknowledgement that conflicts even if the acknowledgement is signed after the Effective Date.

12. Miscellaneous Provisions

12.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, that arise from and/or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.

12.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

12.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits.

12.4 Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

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

12.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

12.7 Interpretation. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has

carefully reviewed and discussed its provisions with counsel and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

12.8 Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

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

12.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

12.11 Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.

12.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.

12.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13. Term and Termination

13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.

13.2 Obligations Surviving Default, Expiration, or Termination. Any default, expiration, or termination of this Agreement does not release Applicant from any liability or obligation to Utility for:

(A) Applicant's obligations under Section 4.3 above;

(B) Applicant's obligations under Section 4.4 above;

(C) Applicant's obligations under Section 4.7 above;

(D) Payment of reduction of service or termination charges in accordance with Section 4.94.9 above;

(E) Applicant's obligations under Section 5 above;

(F) Applicant's obligations under Section 6 above;

(G) Any indemnification obligation that arises pursuant to Section 12.1 above; and

(H) Payment of all Costs associated with the Agreement, whether incurred before or after default, expiration or termination, and payment of all Costs that result from termination.

14. Notices

14.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as provided below.

14.2 Contact Information. The contact information for the Parties is:

	Utility	Applicant
Address	6226 W. SAHARA AVE. LAS VEGAS, NV 89146	400 N. STEWART AVE LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS 10	
Project Coordinator	DON JACKSON	CLAIR LEWIS
Telephone	702/402-4309	702-229-2096
Cellular Telephone		
FAX		702-464-5704
Email Address	DJACKSON@NVENERGY.COM	

14.3 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Sections 7.1 and 9.5, above, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
FAX: (702) 402-2069

14.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its

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

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY d/b/a NV Energy

By: Keith Jackson

Name: KEITH JACKSON

Title: Suprv Design LVN

Date: 6/23/09

CITY OF LAS VEGAS

By: _____

Name: _____

Representing: _____

Title: _____

Date: _____

Approved as to form

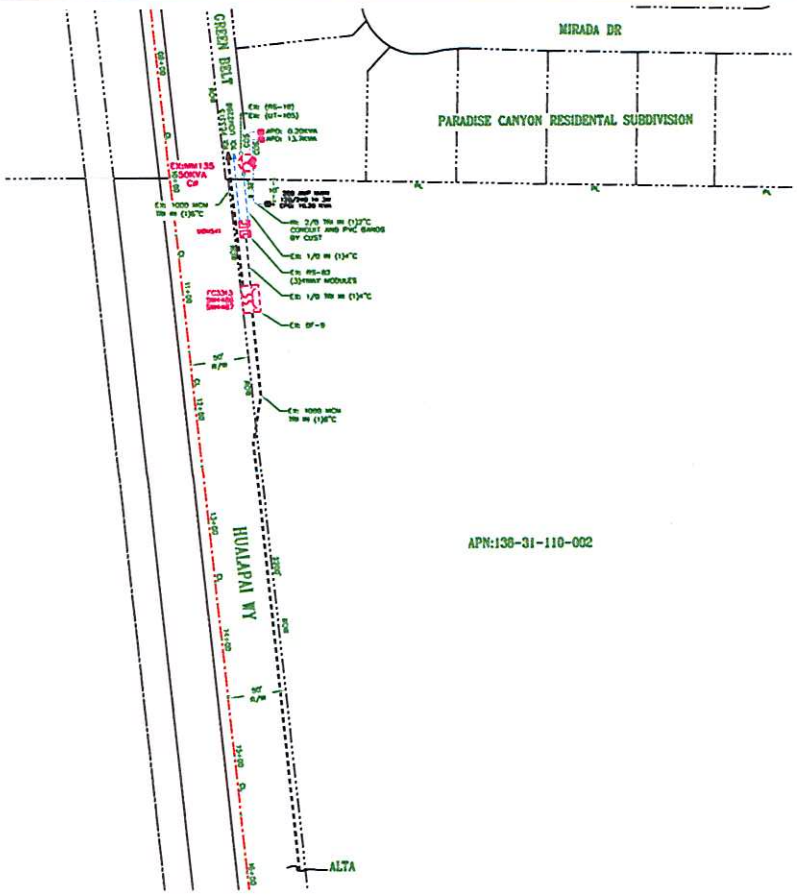
John S. Ridilla 6/26/09

John S. Ridilla Date
Deputy City Attorney

Exhibit "A"

Design

(Attached)



GENERAL NOTES:

ANY WORK LOCATED IN DRAINAGE AREA TO BE MAINTAINED OVER A SEASONAL PERIOD.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NPC. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NEVADA POWER ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NPC STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAKE TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NPC UNDERGROUND & ELECTRICAL INSPECTIONS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NEVADA POWER UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE CONCRETE TRENCH.

ALL NPC CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NPC STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NPC DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA REVISION", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA REVISION", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

COMMERCIAL WITH FEEDER

NPC WORK AND SERVICES TO CONSIST OF:

- 1000 MCM TRIPLEX, 15 KV AL PRIMARY CABLE IN 6" PLASTIC CONDUIT.
- 1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE WITH ARROW STUBOUT.
- SINGLE PHASE PRIMARY POLE RISER PER NPC U.G. STD. DEP-105.
- THREE PHASE PRIMARY POLE RISER PER NPC U.G. STD. DEP-106.
- 600 AMP THREE PHASE, 12.47 KV PRIMARY POLE RISER PER NPC U.G. STD. DEP-101.
- SECONDARY RISER PER NPC U.G. STD. SEP-2.
- SWITCHES (PMH-2, PMH-4, PMH-8, PMH-10, PMH-11, PMH-12).
- 5' x 10'-6" x 7' MANHOLE, PER NPC U.G. STD. RS-94.
- 1200KVAR CAPACITOR BANK PER NPC U.G. STD. UE-101.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NPC U.G. STD. UT-105.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120-240V SERVICE, PER NPC U.G. STD. UT-102, WHERE APPLICABLE.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120-240V SERVICE, PER NPC U.G. STD. UT-103, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NPC U.G. STD. UT-101, WHERE APPLICABLE.
- TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.
- NPC TO CON. PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
- NPC TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.
- SERVICE CABLE BY NPC UNLESS NOTED OTHERWISE.

APPLICANT TO FURNISH AND INSTALL:

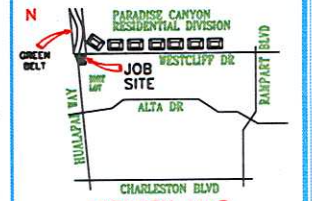
- ALL TRENCHING & BACKFILL, MEETING APPLICABLE NPC STANDARD (BT-5, BT-7, OR BT-17).
- 6" PLASTIC CONDUIT, PER NPC U.G. STD. RC-1 AND RC-2.
- 6" RGS BENDS (90°, 45°) WITH 48" MIN. RADIUS, TAPED OR PVC COATED.
- AN APPROVED POLYSTER PULL TAPE OF 2500 LBS OF PULL STRENGTH FOR 6" CONDUIT SHALL BE INSTALLED IN EACH COMPLETE CONDUIT RUN.
- 4" PLASTIC CONDUIT, PER NPC U.G. STD. RC-1 AND RC-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 100')
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
- COUPLING FOR 4" OR 6" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT - 4" MINIMUM DB60 PVC CONDUIT (INSIDE RGS REQUIRED) WITH 5/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 1250 lbs.
- 2'-6" x 4' x 4' SPLICE PULLBOX PER NPC U.G. STD. RS-80.
- 3' x 7' x 4' PULLBOX PER NPC U.G. STD. RS-82.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NPC U.G. STD. RS-19 AND RS-5.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NPC U.G. STD. RS-20 AND RS-5.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NPC U.G. STD. RS-21 AND RS-5.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NPC U.G. STD. RS-35, RS-37, RS-40 OR RS-41, AND RS-5.
- 5' x 10'-6" x 7' MANHOLE FOR SWITCH, PER NPC U.G. STD. RS-88, RS-90, RS-100, OR RS-101.
- VEHICLE PROTECTIVE BARRIERS PER NPC U.G. STD. RS-6, WHERE APPLICABLE.

TRANSFORMER CONNECTED LOAD			
TRANSFORMER #: HH011423			
	APD	EPD	TOTAL
CH	13.90	19.50	34

N

T.R.S: 20S-61E

APN: 138-31-101-002



VICINITY MAP
(NOT TO SCALE)

CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-227-2929

Call before you dig
Call 811
1-800-227-2600
1-702-486-7544

REVISIONS

TYPE OF EASEMENT:

- HOME, STANDARD
- N/P-31 UNDERGROUND
- AS BUILT UNDERGROUND
- B.O.C./R/P-S-CON
- 3rd PARTY UNDERGROUND BY OWNER
- CC&R'S PERMIT
- (DAY) PERMIT
- RAILROAD-UPRR-PERMIT
- SNWA WATER PERMIT
- NOT REQUIRED
- MISC. MAIL

JPA NOTES:

DATE/NO CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO STAKE NEW POLES
TO REMOVE ____ POLES
FT. CLASS
FT. CLASS
TO DIG POLE HOLES
TO REMOVE EX. POLES
MAP: N/A

EXHIBIT 'A'

NVE INFORMATION:

DON JACKSON
702-402-4329
ANTHONY VALENTINO
N/A
274-7051
402-4117,402-4116,402-4118
LAS VEGAS

CUSTOMER INFORMATION:

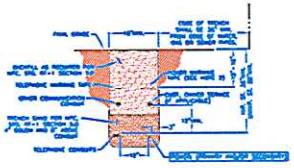
CITY OF LAS VEGAS
N/A
CLAIR LEWIS @ 702-229-2096
11/06/2008

GOVERNMENT INFORMATION:

CITY OF LAS VEGAS
11/06/2008

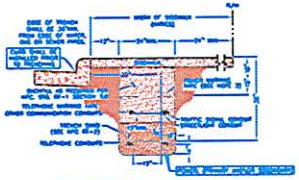
PURPOSE OF PROJECT:
PROVIDE A 120/240V 1Ø SERVICE TO A 200AMP PANEL FOR A NEW METER PEDESTAL

CITY OF LAS VEGAS PERMIT REQUIRED



TRENCH DETAIL

!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG



SIDEWALK TRENCH DETAIL

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CONTROL		
PROPERTY LINE/R/W		
EASE		
EDGE OF PAVEMENT		
CURB		
SEWER LINE		
WATER LINE		
GAS LINE		
TELEPHONE LINE		
CABLE TV LINE		
STORM DRAIN LINE		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT W/BASE		

NVEnergy

DESERT NATURE PRESERVE TRAIL

ALTA & HAULAPAI

190558	1" = 50'
1 1	10/27/2008

Exhibit "B"

Cost Worksheet

(Attached)

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000190558 Title: DESERT NATURAL PRESERVE TRAIL Units: 1 KVA: 19

Contract Type: Nonref Construction Agreement Coordinator: DON JACKSON Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$1,852	$1,852	$0	$0
Material & Overhead	$88	$88	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$0	$0	$0
Total	**$1,940**	**$1,940**	**$0**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$1,940	Applicant Non-Refundable Cost	$0
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$1,940	Excess Allowance	$0
Allowance	$2,565	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$(625)**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$0**	**Total Non-Refundable Cost**	**$0**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$0**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Total Advance Subject to Refund	**$0**
Non-Refundable Advance	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Trench Tax	$94
Total Non-Refundable Advance	**$94**
Total Advance	**$94**

Current Tax Rate 18.4000%

Total Non-Taxable	
Total Taxable (Less Tax)	
Total Tax	$94
Total Advance	**$94**

Date Printed 6/16/2009

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Declaration of Intent to retain a Traffic Signal Easement for the Freedom Park improvement project for a portion of the Northeast Quarter of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, located on the west side of Pecos Road, north of Harris Avenue, APN 139-25-701-002 - Ward 3 (Reese)

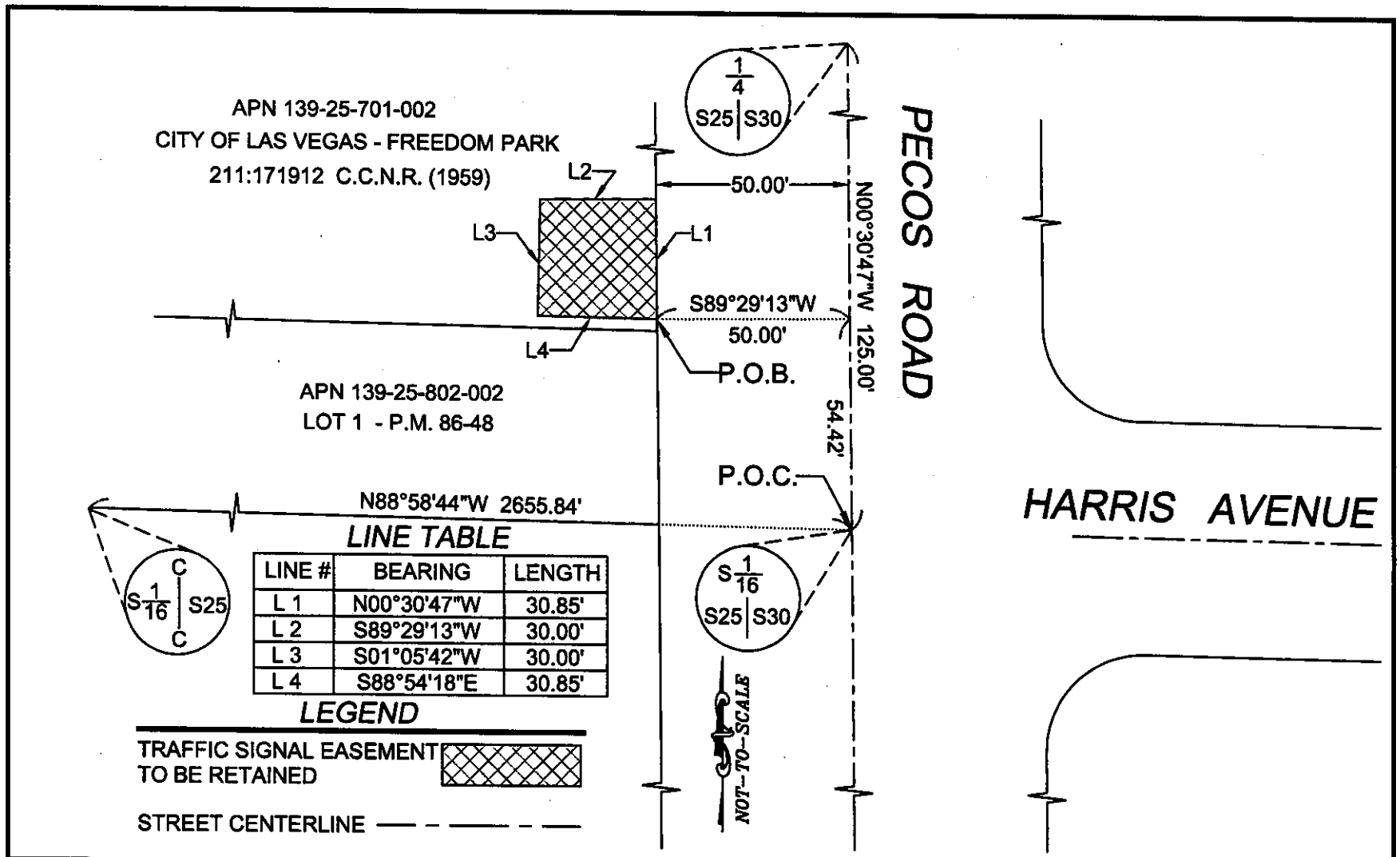
Fiscal Impact

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

PURPOSE/BACKGROUND:
This Declaration of Intent is to retain a traffic signal easement to give notice to future owners of the premises that the City of Las Vegas intends to retain a traffic signal easement upon conveyance of the premises.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map



LINE TABLE

LINE #	BEARING	LENGTH
L 1	N00°30'47"W	30.85'
L 2	S89°29'13"W	30.00'
L 3	S01°05'42"W	30.00'
L 4	S88°54'18"E	30.85'

LEGEND

TRAFFIC SIGNAL EASEMENT TO BE RETAINED

STREET CENTERLINE

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4 OF THE SE 1/4 OF SECTION 25, T20S, R61E, MDM
APN 139-25-701-002
TRAFFIC SIGNAL EASEMENT TO BE RETAINED
ex090606.doc

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding between the City of Las Vegas and Look Out Kids About for the administration of a grant received from the Federal Highway Administration Office of Safety Funds for a Safe Routes to School Program for primary and middle school children ($185,868 - Federal Highway Administration Office of Safety Funds) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $185,868
Funding Source: Federal Highway Administration Office of Safety Funds
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
Look Out Kids About will assist the City of Las Vegas in the administration of a grant received from the Federal Highway Administration Office of Safety Funds for a Safe Routes to School Program for children in primary and middle schools. This Memorandum of Understanding states the conditions of the Grant Agreement and the responsibilities of each party under the grant.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Between the
City of Las Vegas and Look Out Kids About

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2009, between the City of Las Vegas, a political subdivision of the State of Nevada ("City") and Look Out Kids About, a Nevada non-profit ("LOKA"). The City and LOKA are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties have an interest in creating an environment where more children are walking/biking to and from school safely; and

WHEREAS, the City has entered an Agreement with the Nevada Department of Transportation ("NDOT") to provide funding through the Federal Highway Administration ("FHWA") Office of Safety Funds for the establishment and carrying out of a safe routes to school program ("SRTS Program") for the benefit of children in primary and middle schools (the "Grant Agreement"). The Grant Agreement is attached hereto as Exhibit A, incorporated herein by this reference; and

WHEREAS, the City wishes to have LOKA assist in the administration of the Grant Agreement; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. RESPONSIBILITIES

A. LOKA will assist the City in the administration of the Grant Agreement. This assistance includes the following:

1. Education outreach programs to include the following:
   a. Website development and maintenance not to exceed Eight Hundred Seventy Three Dollars and No Cents ($873.00).
   b. Public safety announcement ("PSA") development and airtime not to exceed Forty One Thousand Dollars and No Cents ($41,000.00);
   c. Safety billboard public information messages not to exceed Six Thousand Dollars and No Cents ($6,000.00);
   d. Trade show type display materials not to exceed One Thousand Six Hundred Fifty Dollars and No Cents ($1,650.00);
   e. Membership base building not to exceed Four Thousand One Hundred Twenty Six Dollars and 33/100 Cents ($4,126.33);
   f. Hand out materials, posters and brochures not to exceed Seven Thousand Four Hundred Fifty Seven Dollars and 05/100 Cents ($7,457.05);
   g. Attendance at National and Nevada Safe Route to School bicycle and pedestrian conferences not to exceed Two Thousand Nine Hundred Sixty One Dollars and 31/100 Cents ($2,961.31);
2. Encouragement/incentive items to include the following:

a. Incentive items not to exceed One Thousand Eight Hundred Dollars and No Cents ($1,800.00);

3. Enforcement item to include the following:

a. Eight hundred (800) crossing guard signs not to exceed One Hundred and Twenty Thousand Dollars and No Cents ($120,000.00).

4. Evaluation item to include the following:

a. Mode shift surveys at no cost.

B. The City will directly purchase the materials and pay invoices for the aforementioned Grant Agreement items. For attendance at National and Nevada Safe Route to School bicycle and pedestrian conferences, Item 2.g above, LOKA shall invoice the City for any reasonable travel costs within 45 calendar days after the costs are incurred. Invoices shall be sent for reimbursement to Ebony Folk, City of Las Vegas Department of Public Works, 400 Stewart Avenue, Las Vegas Nevada 89101, which shall be processed for prompt reimbursement.

LOKA shall not expend and shall not be reimbursed for any Grant Agreement monies other than for attendance at National and Nevada Safe Route to School bicycle and pedestrian conferences without prior written approval from the City's Director of Public Works or designee.

II. COMPLIANCE WITH LAWS AND LEGAL REQUIREMENTS

A. The City and LOKA shall comply with and abide by all applicable statutes, ordinances, laws and regulations related to the administration of the MOU. The City and LOKA also shall comply with and abide by all terms of the Grant Agreement

B. This MOU is made for the benefit of the Parties to the MOU, and not for any outside party. The Parties agree that in the event of a dispute, each Party will bear its own costs of litigation and attorney's fees.

II. ASSIGNMENT

A. LOKA shall not assign, or attempt to assign, without prior written consent of City, its interests and obligations contained in this MOU in the whole or part, nor use or attempt to use them for any purpose not authorized herein.

III. INDEMNITY

A. The Parties shall be responsible for their own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its council, board, individual members thereof, and/or all employees and volunteers for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise, resulting or arising from, during, or as a result of any negligent or intentional action or inaction, error, and/or omission of its council, board, agents, employees, volunteers, and/or activity participants in the activities involving this MOU. In addition, each Party shall defend the other Party, its council, board, individual members thereof, and/or all employees and volunteers and assume all costs, expenses, and liabilities of any nature to which the owner party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this MOU.

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V. TERMINATION

The Parties shall have the right to terminate this MOU immediately upon written notice to the other party if: (i) the other Party breaches any term of this MOU, which the other Party has failed to cure within thirty (30) days after the breaching Party's receipt of written notice of such breach; or (ii) both Parties mutually agree upon such termination of this MOU.

VI. NOTICES

A. All notices regarding this MOU shall be given in writing and addressed to the following:

LOKA: Robin Munier, President
Look Out-Kids About
P.O.Box 26395
Las Vegas, Nevada 89126

City: Director of Public Works
City of Las Vegas
Department of Public Works
400 Stewart Street
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848

VII. ENTIRE MOU

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

VIII GENERAL TERMS

A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

B. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

C. The Parties hereby certify that each has read all of the MOU and fully understand the same.

D. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this MOU or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that party. The waiver by any Party of a breach of any provision of this MOU shall

not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the MOU.

D. The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

E. Counterparts; Electronic Delivery. This MOU may be executed in counterparts, all such counterparts will constitute the same MOU and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

F. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, LOKA warrants that it has disclosed, on the form attached hereto as Exhibit "B", all members of the LOKA Board of Directors or any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Las Vegas
"City"

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC, City Clerk

Approved as to form:

John S. Ridilla 6/22/09
Date

Look Out Kids About
""LOKA"

By: Robin Wadley Munier

Name: Robin Wadley Munier

Title: President, Look Out Kids About

EXHIBIT "A"

GRANT AGREEMENT

Agreement Number P257-08-802

NEVADA SAFE ROUTES TO SCHOOL PROGRAM
SUBRECIPIENT'S AGREEMENT FOR NONINFRASTRUCTURE ACTIVITIES

This Agreement is made and entered into the 2nd day of September, 2008 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and City of Las Vegas hereinafter called "SUBRECIPIENT".

WITNESSETH:

WHEREAS, 23 USC 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a safe routes to school program (SRTS Program) for the benefit of children in primary and middle schools; and

WHEREAS, the purposes of 23 USC 402 are(1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, amounts apportioned to the State of Nevada, pursuant to 23 USC 402, shall be administered by the State's Department of Transportation; and

WHEREAS, before Federal-Aid will be made available, the SUBRECIPIENT and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the SUBRECIPIENT and the DEPARTMENT have developed a PROJECT proposal that has been approved for funding; and

WHEREAS, the SUBRECIPIENT is a governmental entity eligible to receive 23 USC 402 funds:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the SUBRECIPIENT'S application, attached hereto and incorporated herein as Attachment "A", is to provide Safe Routes to School initiatives related to Education, Enforcement, Encouragement and Evaluation, hereinafter referred to as "PROJECT", and to state the terms, conditions and mutual understanding of the parties as to the manner in which the PROJECT will be undertaken and completed.

ARTICLE II - SCOPE OF PROJECT

1. The SUBRECIPIENT shall coordinate with the DEPARTMENT'S Safe Routes to School Coordinator and provide support data, surveys or other information as needed to review the strategies implemented by the project, crossing guard equipment, public service announcements, printed education materials, incentives for their effectiveness in achieving the project's objectives near each affected school.

ARTICLE III - REIMBURSEMENT

1. The maximum dollar amount that is reimbursable under this Agreement shall not exceed One Hundred Eighty Five Thousand Eight Hundred Sixty Eight and No/100 ($185,868.00). Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection (as appropriate) of work completed as specified in Attachment A attached hereto and incorporated herein.

2. The SUBRECIPIENT agrees to invoice quarterly.

3. This agreement is based on Federal Funds being made available through the Federal Highway Administration. Regulations found under Chapter 1, Title 23 United States Code and Title 49 Code of Federal Regulations must be followed.

ARTICLE IV - PERFORMANCE

1. Activities and purchases outlined under this agreement which are implemented or expended prior to the date of a written "Notice to Proceed" has been transmitted by the DEPARTMENT to the SUBRECIPIENT will not be eligible for reimbursement.

2. The term of this Agreement shall be from the date first written above, and shall run through and June 30, 2010.

ARTICLE V - USE OF PROJECT VEHICLES AND EQUIPMENT

1. Equipment funded under this agreement may only be used by the SUBRECIPIENT within two (2) miles of an elementary or middle school (schools K-8) as defined 23 USC 402.

2. Equipment purchased with federal funds that is no longer needed for its original purpose or program or for other activities currently or previously supported by a federal agency are to disposed of according to Title 49 CFR 18.32.

ARTICLE VI - RECORDS AND REPORTS

1. The SUBRECIPIENT shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. The SUBRECIPIENT shall use the FHWA "Parent – Walking and Biking to School Survey" (Survey) and "Student Arrival and Departure Tally Sheet" (Tally Sheet) at all project school locations. Data is to be collected by using both the Survey and Tally Sheet prior to project initiation and at the end of each semester for the duration of the project. Both surveys and Tally Sheets are to be sent to the State's Safe Routes to School Coordinator so they may be forwarded to the FHWA for processing. The Survey and Tally Sheet are available at www.walknevada.com.

3. It is expressly understood that the DEPARTMENT and the FHWA shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT will retain records subject to audit, for three (3) years from the ending date of the agreement.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party without cause.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.

2. Regulations found under Chapter 1, Title 23 United States Code and Title 49 Code of Federal Regulations must be followed by the SUBRECIPIENT. These references can be found at http://www.access.gpo.gov.

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT'S interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

4. No member, officer or employee of the SUBRECIPIENT during his or her tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada.

6. 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 attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) days of the indemnified party's notice of actual or

pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

7. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that 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.

8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement. Venue for any such actions shall be in Carson City.

9. 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 an entity 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.

10. 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.

11. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

12. 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.

13. 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.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. 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 activities which form the subject of this Agreement.

16. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

17. This Agreement, and the attachments thereto: Attachment A - "Application" 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 specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day andyear first above written.

SUBRECIPIENT: City of Las Vegas

APPROVED:

John S. Ridilla 6/23/08
City Attorney John S. Ridilla
Deputy City Attorney

Name (Print)

ATTEST:

BEVERLY K. BRIDGES, CMC, City Clerk

CITY OF LAS VEGAS

BY: ~~OSCAR B. GOODMAN, Mayor~~
Gary Reese, Mayor Pro-Tem

State of Nevada, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

for
Reviewed:

Kent Cooper, Assistant Director

Recommended:

Charlie Cerocke, Intermodal Planning Chief

Approved as to Legality and Form:

Deputy Attorney General

Applicant: Kids About - A Safety Coalition

Sponsor: City of Las Vegas

School: 199 Elementary and 55 Middle Schools

County: Clark **City:** Various

Grades: K-8

Walk Zone Distance: 2 mi

School Enrollment: not specified

Current Students w/in walk zone: not specified

Current Students who walk/bike: ~42%

Estimated Number of Additional Students who will walk/bike as a result of mitigation: Unknown

Percent of Additional Walk Zone Students Anticipated as a result: 10%

Average mode shift cost (as requested) per student: Unknown

	Funding Type (Inf/NonInf)	Amount Requsted	Coordinators Comments
ENGINEERING			
~~Crosswalk Delineators~~	~~Inf~~	~~$7,470.90~~	~~Allowable~~
~~Test Signage~~	~~Inf~~	~~$6,144.00~~	~~Allowable~~
Total Infrastructure		$13,614.90	
EDUCATION			
Website Development & Maintenance	NonInf	$873.00	Allowable
Safety PSA Dev & Airtime:	NonInf	$41,000.00	Allowable
Safety Billboard Public Info Messages	NonInf	$6,000.00	Allowable
Trade Show Type Display, Materials, Ins	NonInf	$1,650.00	Allowable
Membership Base Building	NonInf	$4,126.33	Allowable
Hand out materials, posters, brochures	NonInf	$7,457.05	Allowable
Attendance of National SRTS and NV Bike/Ped Conferences	NonInf	$2,961.31	Allowable
ENCOURAGEMENT			
Incentive Items	NonInf	$1,800.00	Allowable
ENFORCEMENT			
800 Crossing Guard Signs	NonInf	$120,000.00	Allowable
EVALUATION			
Mode Shift Surveys	NonInf	$0.00	Applicants will be required to poll parents using the National SRTS Parent Survey Form and collect mode shift data using the National SRTS Student Classroom Tally Form.
Total Non-Infrastructure		$185,867.69	
TOTAL AMOUNT REQUESTED		$199,482.59	

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

Jim Gibbons
Governor

Susan Martinovich, P.E., *Director*

September 18, 2007

In Reply Refer to:
PSD 7.09b

Mr. Scott Konnath
Kids About – A Safety Coalition (Applicant)
120 Corporate Drive
Henderson, NV 89074

Councilwoman Lois Tarkanian
City of Las Vegas (Sponsor)
City Hall, Tenth Floor
400 Stewart Ave.
Las Vegas, NV 89101

RE: Status of Safe Route to School Funding Application for Kids About

Dear Councilwoman Tarkanian and Mr. Konnath:

The Nevada Department of Transportation would like to acknowledge your interest in the Nevada Safe Routes to School Program and funding application process. Since receiving your application the Department of Transportation, Bicycle Advisory Board and Federal Highway Administration – Nevada Division Office, have all reviewed your request. Based on this review, and applicable federal laws and guidance, we are pleased to inform you that your application for funding is moving forward with no exceptions.

This notification is not a "Notice to Proceed" as the recommendations for funding must still be: 1) approved by the Director of the NDOT, 2) scheduled into the Statewide Transportation Improvement Plan (STIP), and 3) developed into fully executed agreements between the parties. Any expenditures made prior to issuance of a notice to proceed will not be eligible for reimbursement. We estimate completion of this process by early 2008.

Unresolved issues regarding sign compliance with federal standards as well as conditions pertaining to the purchase of food will be addressed prior to execution of agreements.

If you have any questions, or if I can be of further assistance, please call me at (775) 888-7357.

Sincerely

Bill Story
Bicycle, Pedestrian & Safe Routes to School Section
NDOT – Planning Division

CC:
Jerry Duke, RTC of Southern Nevada, 600 S. Grand Central Pkwy., Suite 350, Las Vegas, NV 89106-4512

Nevada
Department of Transportation

Safe Routes to School Program
Grant Application

(May 30, 2007)

Created by:

Scott Konnath
Secretary
Kids About – *A Safety Coalition*
120 Corporate Park Drive
Henderson, NV 89074
(702) 280-3982
konnath@earthlink.net

1. **Project Name**
   Kids About–*A Safety Coalition* Education and Training Grant

2. **Project Location**
   Clark County

3. **Project Contact – Group/Agency**
   Kids About–*A Safety Coalition*
   120 Corporate Park Drive
   Henderson, NV 89074
   (702) 799-7830 ext. 5246

4. **Project Contact – Individual**
   Scott Konnath
   Secretary
   Kids About–*A Safety Coalition*
   120 Corporate Park Drive
   Henderson, NV 89074
   (702) 799-7830 ext. 5246
   Konnath@earthlink.net

5. **Project Sponsor**
   City of Las Vegas

   MPO Coordination
   Regional Transportation Commission of Southern Nevada

6. **Project Sponsor Contact**
   Councilwoman Lois Tarkanian
   Las Vegas City Council
   City Hall, Tenth Floor
   400 Stewart Avenue
   Las Vegas, NV 89101
   Phone: (702) 229-6327
   Fax: (702) 366-0032
   ltarkanian@lasvegasnevada.gov

7. School Assessment Team Members

a. Public Works

O. C. White
City Traffic Engineer
Public Works Department
Traffic Engineering Division
City Hall, Fourth Floor
400 Stewart Avenue
Las Vegas, NV 89101
Office: (702) 229-6327
Fax: (702) 366-0032
ocwhite@lasvegasnevada.gov

b. School District

Maggie Saunders
Traffic Safety Coordinator
Police Services
Clark County School District
120 Corporate Park
Henderson, Nevada 89074
Office: (702) 799-7830 ext. 5246
masaunders@interact.ccsd.net

c. School Administration

Not specific to one school.

d. Walking and Bicycling Advocacy

Erin Breen
Safe Community Partnership
Transportation Research Center
University of Nevada, Las Vegas
Howard R. Hughes College of Engineering
4505 Maryland Parkway, Box 454007
Las Vegas, NV 89154-4007
Office: (702) 895-1338
scp.univ@gmail.com

e. Parents (PTA Representative)

Robin Munier
President
Nevada PTA
6134 W. Charleston Blvd
Las Vegas, NV 89146-1127
Office: (702) 258-7885
Fax: (702) 258-7836
www.nevadapta.org

f. Health Department
Deborah M. Williams, MPA, MPH, CHES
Chronic Disease Prevention & Health Promotion Manager
Division of Community Health
Southern Nevada Health District
400 Shadow Lane, Suite 101
Las Vegas, NV 89106
Office: (702) 759-1263
Fax: (702) 759-1416
williamsd@snhdmail.org

g. Air Quality Agency
None

h. Safety Organization
Anabelle Watkins
Traffic Safety Coordinator
AAA Nevada
3312 W. Charleston Blvd
Las Vegas, NV 89102
Office: (702) 870-9171 ext. 255
Anabelle_Watkins@csaa.com

i. Law Enforcement
Hector Garcia
Chief of Police
Clark County School District
120 Corporate Park
Henderson, Nevada 89074
Office: (702) 799-7830 ext. 5203
hgarcia1@interact.ccsd.net

j. Fire Department
Tim Szymanski
"Heat Kills" Campaign
Las Vegas Fire and Rescue
500 N. Casino Center Boulevard
Las Vegas, NV 89101
Phone: (702) 229-0145
tszymanski@lasvegasnevada.gov

k. Adjoining Neighborhood Residents
None

l. City, County and State Transportation Agencies
Jorge Ocon
Sr. Transportation Planner
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Pkwy. Suite 350
Las Vegas, NV 89106
Office: (702) 676-1727
Fax: (702) 676-1713
oconj@rtcsnv.com

ATTACHMENT "A"

8. Which Category Does This Project Fall Within?
Non-Infrastructure

9. Project Amount Requested

Description	Quantity	Unit Cost	Total
Communications Committee			$51,414.33
Education Committee			$9,815.29
Engineering Committee			$13,614.90
Public Safety Committee			$120,000.00
Kids About Board of Directors			$2,961.31
Miscellaneous Expenses			$2,017.98
		PROJECT TOTAL	**$199,823.81**

10. Total Project Cost

Description	Quantity	Unit Cost	Total
Communications Committee			$51,414.33
			$0.00
		TOTAL	**$51,414.33**
Education Committee			$9,815.29
School Zone Safety Toolkits (Donation-City of Las Vegas)			$4,000.00
School Zone Safety Toolkits (Donation-Clark County School District)			$4,000.00
School Zone Safety Toolkits (Donation-AAA Nevada)			$1,000.00
School Zone Safety Toolkits (Donation-Nevada State Bank)			$1,000.00
School Zone Safety Toolkits (Donation-Speedway Childrens Charities)			$500.00
		TOTAL	**$20,315.29**
Engineering Committee			$13,614.90
City of Las Vegas Stenciling Project (Donation-City of Las Vegas)			$1,640.00
Metro Volunteer Street Stenciling Project (Donation-City of Las Vegas)			$5,868.15
		TOTAL	**$21123.05**
Public Safety Committee			$120,000.00
			$0.00
		TOTAL	**$120,000.00**
Kids About Board of Directors			$2,961.31
			$0.00
		TOTAL	**$2,961.31**
Miscellaneous Expenses			$2,017.98
			$0.00
		TOTAL	**$2,017.98**
		ADJUSTED PROJECT TOTAL	**$217,831.96**

11. Project Cost Estimate

See below. Prepared by Scott Konnath, Kids About Secretary.

Communications Committee

Description	Quantity	Unit Cost	Total
Kids About Website Information Maintenance			
URL Fee	1	$35.00/year	$35.00
Dreamweaver 8.0	1	$389.00	$389.00
Adobe Acrobat 8 Professional (for PDFs)	1	$449.00	$449.00
		TOTAL	**$ 873.00**
PSA-Don't Cross the Line (NRS 484.356)			
30 second PSA Development			$10000.00
Air time at beginning of school year			$10000.00
		TOTAL	**$20,000.00**
PSA-New 20ft Crosswalk Parking Restriction (NRS 484.399 modification)			
30 second PSA Development			$10000.00
Air time at beginning of school year			$10000.00
		TOTAL	**$20,000.00**
Billboards			
Ad Layout Design Cost			$5000.00
		TOTAL	**$5,000.00**
Bus Stop Billboards			
Ad Layout Design Cost			$1000.00
		TOTAL	**$1,000.00**
Radio PSA			
10 second PSA Development			$1000.00
		TOTAL	**$1,000.00**
Membership			
Kids About Color Tri-Fold (Solicitations)	500	$0.18	$90.00
Kids About Magnets (Projected Members)	200	$0.37	$74.00
Kids About Membership Cards	200	$13.99/250	$13.99
Postage: Member Solicitations (Membership cards, magnets, Newsletter)	 500 200	 $0.41/invite $0.37/magnet	$279.00
Kids About Board of Directors Polo Shirts 13 Board Members 10 Advisory Board Members 7 Honorary Committee Co-Chairs	30	$20.00	$600.00
Kids About Business Cards (13 Board Members 500 cards each)	13	$13.99/250	$181.87
		TOTAL	**$1,238.86**

Communications Committee (Continued)

Description	Quantity	Unit Cost	Total
Kids About Annual Awards Luncheon			
Awards	7	$25.00	$175.00
Catering for 100 people	100	$20.00/person	$2000.00
Invitations (Avery Laser Note Cards)	150	$21.99/box of 60	$65.97
Postage for Invitations	150	$0.41/invite	$61.50
Participation Gift	100	Donated	$0.00
		TOTAL	**$2,302.47**

Education Committee

Description	Quantity	Unit Cost	Total
Exhibitor Equipment			
Liability Insurance	1	$500.00/Year	$500.00
Kids About Logo Table Drape	2	$250.00	$500.00
Tax & Shipping		$50.00	$50.00
Kids About Logo Banner Stand	2	$250.00	$500.00
Tax & Shipping		$50.00	$50.00
Mobile File Cart	2	$25.00	$50.00
		TOTAL	**$1,650.00**



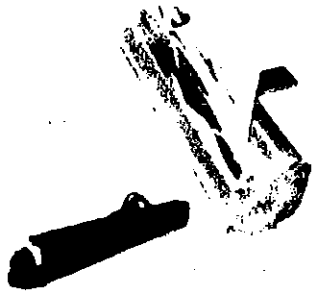


Spring Special

MEDIAstand & Banner

$249.00

- Includes carrying bag
- 31.5"W x 78" T banner
- bungee pole
- 6 lbs
- ships in 2-3 days



Education Committee (Continued)

Description	Quantity	Unit Cost	Total
2007 Nevada PTA Summer Leadership Training			
Exhibitor Booth Registration	1	$250.00	$250.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 359.50**
2007 Meadows Mall Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 Boulevard Mall Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 Galleria Mall Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**

Education Committee (Continued)

Description	Quantity	Unit Cost	Total
2007 CCSD New Teacher Orientation			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 NLV School Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 Las Vegas School Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 Henderson School Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 County School Back-to-School Fair			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**

Education Committee (Continued)

Description	Quantity	Unit Cost	Total
Lake Mead Council PTA Meetings			
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 109.50**
2007 International Walk to School Day			
Look Out Kids About Magnets	2000	$0.37	$740.00
Kids About Color Tri-Fold	2000	$0.18	$360.00
Look Out Kids About Support Staff T-Shirt	50	$7.00	$350.00
Nevada Traffic Law Flyer (1/2 page)	2000	$0.04/page	$40.00
		TOTAL	**$1,490.00**
2007 Museum Guild Trick-o-Treating			
Exhibitor Booth Registration (2 nights)	1	$300.00	$300.00
Exhibitor Booth Insurance (See Above)			$0.00
Look Out Kids About Magnets	300	$0.37	$111.00
		TOTAL	**$ 411.00**
2008 Nevada PTA Convention			
Exhibitor Booth Registration	1	$250.00	$250.00
Exhibitor Booth Insurance (See Above)			$0.00
Convention Program Ad	1	$200.00	$200.00
Workshop Handout (Principal's Toolkit)	30	$15.00	$450.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$1,009.50**
2008 Parent Involvement Summit			
Exhibitor Booth Registration	1	$0.00	$0.00
Exhibitor Booth Insurance (See Above)			$0.00
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Support Staff T-Shirt	50	$7.00	$350.00
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 459.50**
2008 Helldorado Day Parade			
Kids About T-Shirts	40	$7.00	$280.00
		TOTAL	**$ 280.00**

Education Committee (Continued)

Description	Quantity	Unit Cost	Total
CCSD Regional PAC Meetings (7 Regions)			
CCSD Traffic Safety Posters (English)	100	$0.35	$35.00
CCSD Traffic Safety Posters (Spanish)	50	$0.35	$17.50
Look Out Kids About Magnets	100	$0.37	$37.00
Kids About Color Tri-Fold	100	$0.18	$18.00
School Zone Safety Pamphlet	100	$0.09/page	$2.00
Nevada Traffic Law Flyer (1/2 page)	100	$0.04/page	$2.00
		TOTAL	**$ 111.50**
Corporate Training Program (Targeting fleet operators that enter school zones and major employers: FedEx, DHL, UPS, Office Depot, CCSD, Nellis AFB, Utility Companies, Construction Contractors, etc.)			
CCSD Traffic Safety Posters (English)	1000	$0.35	$350.00
CCSD Traffic Safety Posters (Spanish)	1000	$0.35	$350.00
Look Out Kids About Magnets	1000	$0.37	$370.00
Kids About Color Tri-Fold	1000	$0.18	$180.00
School Zone Safety Pamphlet (4.25X5.5)	1000	$0.09/page 4 pg	$360.00
School Zone Safety Briefing CD			$0.00
CDs (50 per unit)	1000	$14.99/50	$299.80
CD Labels (40 per unit)	1000	$15.99/40	$399.75
Postage	100	$0.41/invite	$41.00
		TOTAL	**$2,350.55**

KLAS PRODUCTS, INC.

Your 1 Source For All Specialty Products & Logo Apparel

[redacted] 05/25/07

Corporate Office Location
800 N. Rainbow Blvd. Suite #206
Las Vegas, NV 89107
Accounting Dept Mailing Address
4100 Eldorado Pkwy Suite # 100-434
McKinney, TX 75070

QUOTATION

No000Q10717-0

To expedite your order, please refer to this quotation number

Phone (702)265-6316 | Fax (702)448-4063 | Email sales@klasproducts.com

[redacted]

Scott Konnath
Nevada PTA Health & Safety
8509 Grayback Dr.
Las Vegas, NV 89084

[redacted]

Scott Konnath
Nevada PTA Health & Safety
6509 Grayback Dr.
Las Vegas, NV 89084

Stick with KLAS!

Phone: (702)396-6151 Ext [redacted]
Fax: [redacted] Shipping Pt. [redacted]
Email: konnath@earthlink.net [redacted] UPS Grd [redacted] 50%DN/COD

No reasonably accurate quotation can be made unless complete information is submitted. Prices are firm for 30 days. All quotations assume that the necessary artwork will be provided. The customer assumes ALL responsibility of the accuracy of this quote's information once the quote is signed. Prints are $15.00 min each and are required on ALL orders. Delivery will be scheduled from the date of final proof approval. Manufacturers may ship under or over up to 10% of the quantity ordered. The customer is financially responsible for underover runs. All orders are subject to the terms and conditions and the acceptance of KLAS Products, Inc. Order under $100 are subject to a below minimum charge of $50. All cancelled orders are subject to a MINIMUM $50 charge. This quote gives ESTIMATED shipping costs and does NOT include tax. Items delivered to the state of Nevada are subject to a 7.75% Clark County tax. For further information go to www.klasproducts.com

[redacted]

Prices do not include sales tax or shipping/handling charges

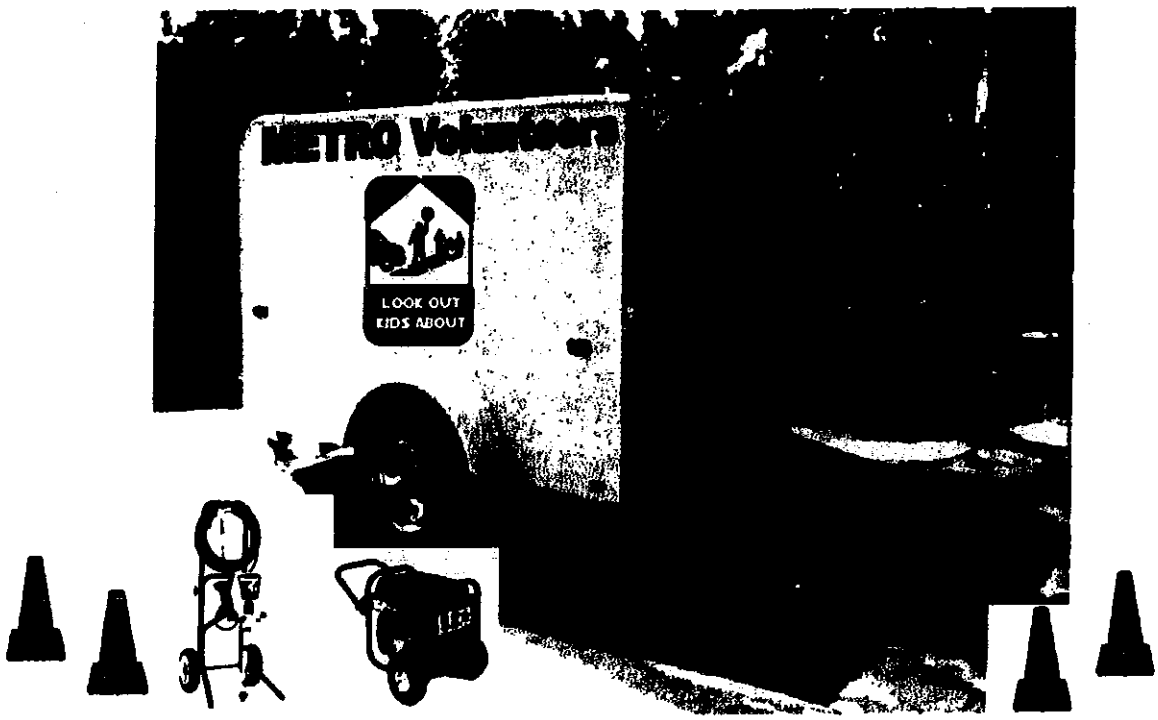
				(C - Hundred	M - Thousand)
KL00A	Size of Magnet 4" x 6". Full Color Round Corners	1,000	$0.52	EA	$520.00
KL00A		2,500	$0.42	EA	$1,050.00
KL00A		5,000	$0.37	EA	$1,850.00
KL00A	ON SALE - Size of Magnet: 4" x 7" Full Color.	1,000	$0.49	EA	$490.00
KL00A		2,500	$0.38	EA	$950.00
KL00A		5,000	$0.35	EA	$1,750.00
KL04F	Artwork Fax Proof Charge	1	$15.00	EA	$15.00
KL20	Shipping Charge (price estimate for 1000)	1	$25.00	EA	$25.00

Education Committee (Continued)

Description	Quantity	Unit Cost	Total
School Zone Safety Toolkits			
Printing	500		$8000.00
Binders 1" White w/view cover	500	$4.49/2 units	$1122.50
Business Card Holders	500	$3.79/10 units	$189.50
Business Cards	500	$15.99/200 units	$47.97
CD Holders	500	$5.99/10 units	$299.50
CDs	500	$14.99/50 units	$149.90
CD Labels	500	$15.99/40 units	$199.87
Viewtab Dividers	500	$11.99/5 units	$1199.00
		TOTAL	**$11,208.24**

Engineering Committee

Description	Quantity	Unit Cost	Total
City of Las Vegas Stenciling Project			
English Only Stencil	4	$225.00	$900.00
English & Spanish Stencil	4	$185.00	$740.00
		TOTAL	**$1,640.00**
METRO Volunteer Stenciling Project (On school property, Henderson, North Las Vegas?, Clark County?)			
Property Insurance	1	$110.00/year	$110.00
Addition Medical Coverage Insurance	1	$90.00/year	$90.00
5 X 8 Trailer w/ramped door	1	$2,195.00	$2,195.00
File Fee	1	$98.00	$98.00
Title Fee	1	$28.25	$28.25
Registration/Plates	1	$55.00	$55.00
Portable Gas Powered Generator (Coleman 3250)	1	$439.00	$439.00
Coleman Cable 100 Ft. 12/3 Contractor Grade Ext Cord Model 01689-00-02	1	$54.00	$54.00
Paint Sprayer: Magnum by Graco XR7 Airless Paint Sprayer Model 232745	1	$498.00	$498.00
30" Tip Extension	1	$43.60	$43.60
English Only Stencil	4	$225.00	$900.00
English & Spanish Stencil	4	$185.00	$740.00
6 ft X 9ft Drop Cloths (Home Depot SCU# 634-084)	8	$9.97	$79.76
18" Orange Safety Cones (Home Depot SCU# 279-673)	26	$8.96	$232.96
Rubbermaid Angled Broom (Home Depot SCU# 338-481)	2	$10.94	$21.88
Safety Vests	10	$7.29	$72.90
Traffic Paint- Glidden GL-25524 White	10	$18.98/gallon	$189.80
Latex Gloves 10ct (Home Depot SCU# 402-631)	0	$1.98	$0.00
Paint Masks 20ct (Home Depot SCU# 492-191)	0	$19.97	$0.00
Trailer Tie Downs (4 per unit)	1	$20.00	$20.00
		TOTAL	**$5,868.15**



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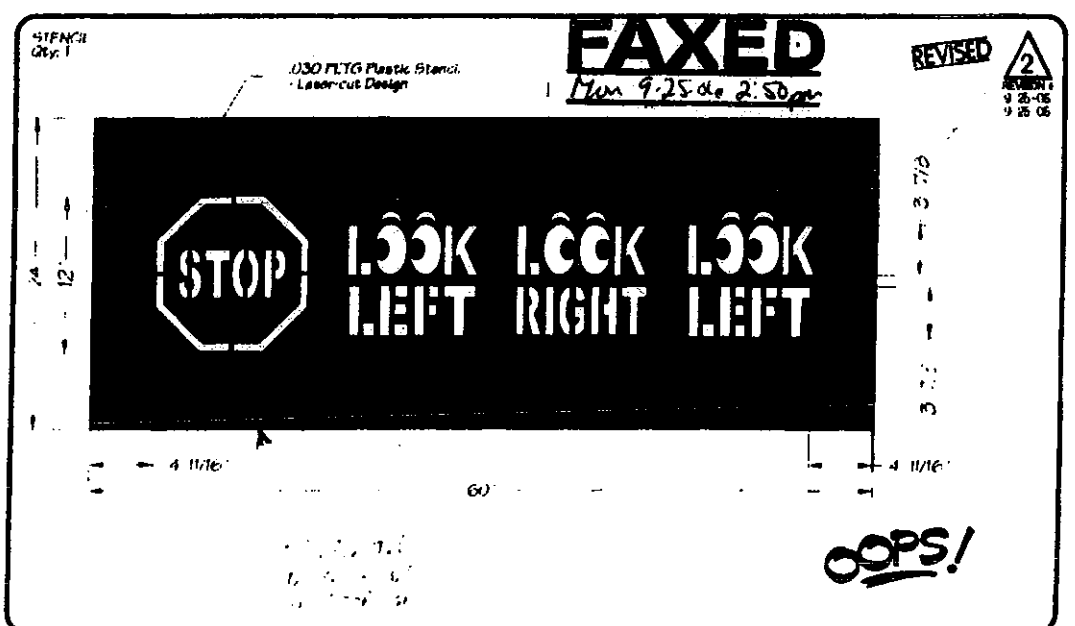

Nevada PTA
HEALTH & SAFETY COMMITTEE
Contact: Scott Kenneth
Address:

Scott Kenneth
Your signature accepts drawing as accurate, authorizing DSI to proceed.
PLEASE REVIEW CAREFULLY

Designs & SIGNS INCORPORATED
5880 South Wynn, Las Vegas, NV 89118
Phone: (702) 736-6463
Fax: (702) 736-5736
E-Mail: designsandsigns@aol.com
Web Page: www.designsandsigns.net
Contractor's #0084031 From: David Howard

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Sep 25 06 02:51p Designs & Signs 7027368735 p.1

PROPOSAL

DESIGNS AND SIGNS, INC.

5860 South Wynn Road • Las Vegas, NV 89118
Ph: (702) 736-6463 • Fax: (702) 736-8735
e-mail: designsandsigns@aol.com
web: www.designsandsigns.net

Proposal Submitted To	Phone	Fax	Date
NV PTA HEALTH & SAFETY COMMITTEE	396-6151	258-7836	5/30/2007
KIDS ABOUT - A SAFETY COALITION			
City, State and Zip Code	Attention: SCOTT KONATH		

1 STENCIL
* 8'-0"w x 2'-0"h x 24 gauge sheet metal
* Laser-cut design per art provided
* Bolder / thicker strokes & bridges

Copy: STOP LOOK LEFT LOOK RIGHT LOOK LEFT — $210.00

Price for 2 stencils	120.00 ea	240.00
Price for 5 stencils	78.00 ea	390.00
Price for 10 stencils	64.00 ea	640.00
Price for 25 stencils	55.00 ea	1,375.00

OPTION:

1 STENCIL
* 10'-0"w x 2'-0"h x 24 gauge sheet metal
* Laser-cut design per art provided
* Bolder / thicker strokes & bridges

Copy: STOP LOOK LEFT LOOK RIGHT LOOK LEFT — $242.00

Price for 2 stencils	132.00 ea	$264.00
Price for 5 stencils	85.00 ea	$425.00
Price for 10 stencils	70.00 ea	$700.00
Price for 25 stencils	60.00 ea	$1,500.00

Plus Nevada State Sales Tax

50% DEPOSIT REQUIRED UPON ACCEPTANCE OF THIS PROPOSAL.

DISCLAIMER. This information is intended to give a broad preview of the Americans With Disabilities Act (ADA) and how it effects the industry. It is intended to be accurate and informative, to the best of our ability to interpret the regulations and guidelines of the ADA. However, no part of the document is intended as, or should be interpreted as, legal advice. No warranty is expressed or implied and we will not assume liability for any errors or damages resulting from use or interpretations of this material. NRDA located at office.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon normal working conditions. Accounting strikes, accidents or delays beyond our control. Owner to carry fire and extended coverage insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

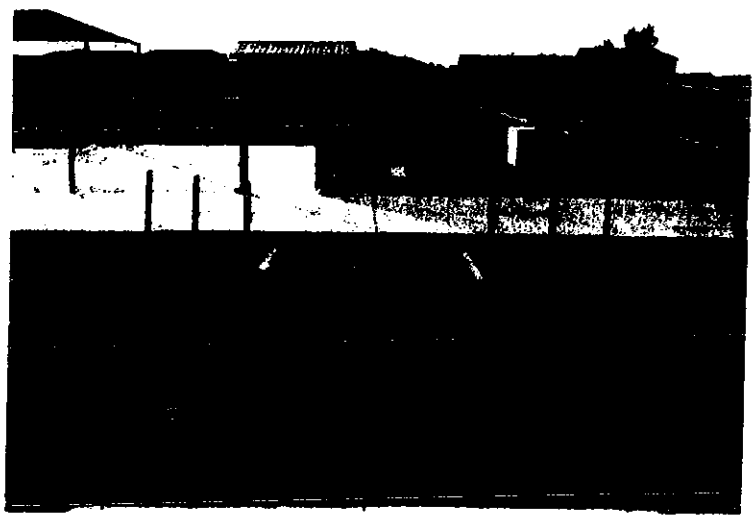
Date of Acceptance: _____

Signature _____

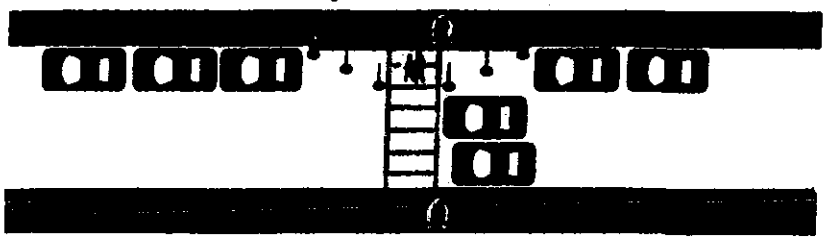
Engineering Committee (Continued)

Description	Quantity	Unit Cost	Total
Elementary School Crosswalk Delineator Test Region (On school property only)			
Delineators (6 delineators per crosswalk evenly space out to 20ft on each side of the crosswalk. Estimated 2 crosswalks per school. Estimated 40 schools)	480	$15.00	$7200.00
Liquid Nails	160	$1.57 per 3 delineators	$251.20
Liquid Nails Applicators	10	$1.97	$19.70
		TOTAL	**$7,470.90**

Semi-Permanent Sidewalk Extensions. Delineators can be glued to the drop-off lane to prevent cars from parking on the crosswalk. This semi-permanent sidewalk extension eliminates the manpower needed to set cones out. Delineators can help improve a driver's visibility of pedestrians using the crosswalk. When delineators are run over, they pop back up. If they are run over several times, they may need to be replaced. Glue the delineators to the ground using Professional Strength Liquid Nails. Delineators can be purchased at United Rentals Highway Technologies, Inc. or Home Depot.

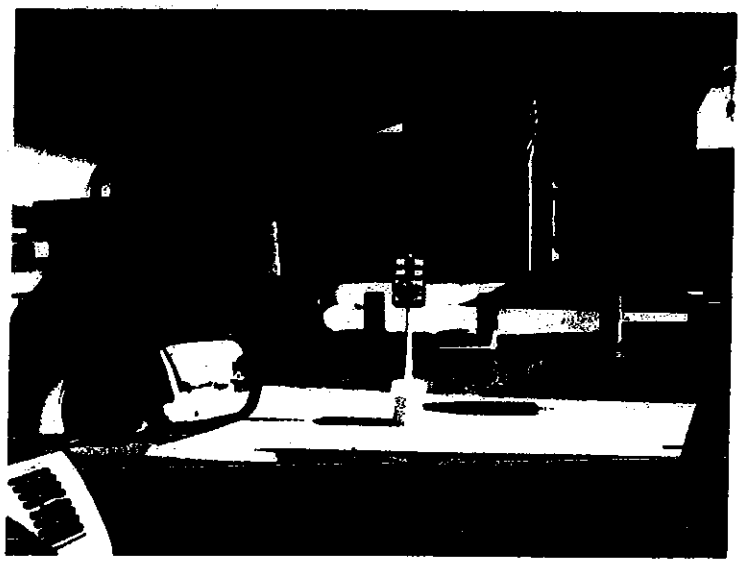


Better Crosswalk Visibility w/Semi-Permanent Traffic Calming



Engineering Committee (Continued)

Description	Quantity	Unit Cost	Total
Portable Crosswalk Sign Test Region (On school property only)			
NO STOPPING ON CROSSWALK sign (1 sign per crosswalk. Estimated 2 crosswalks per school. Estimated 40 schools)	80	$31.50	$2520.00
Sign Base 5 Gallon Bucket ($5.32) 1 Bag of Quickset Concrete ($11.99) PVC pipe (2 ½ inch diameter) PVC pipe cap Nuts & Bolts (4 each)	80	$20.00	$1600.00
		TOTAL	**$4,120.00**





Engineering Committee (Continued)

Description	Quantity	Unit Cost	Total
No Cell Phones Sign Test Region (On school property only)			
NO PHONES ZONE sign (Estimated 1 sign per school. Estimated 40 schools)	40	$50.00	$2000.00
Sign Rivets (2 per sign)	80	$0.30	$24.00
		TOTAL	**$2,024.00**





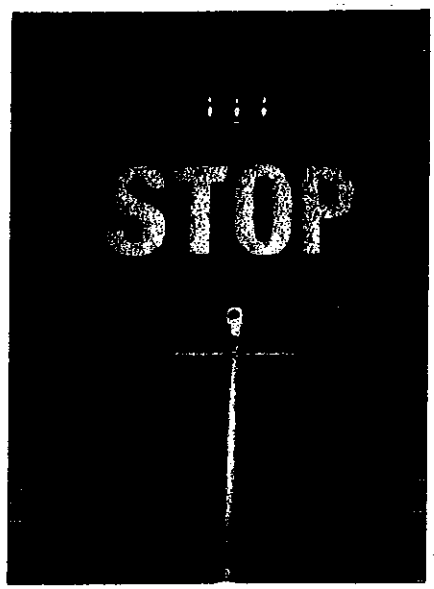




Public Safety Committee

Description	Quantity	Unit Cost	Total
Crossing Guard Equipment for (Clark Count School District Schools)			
Lighted STOP Paddles 400 METRO 110 North Las Vegas 110 Henderson 80 Cities Outside the Las Vegas Valley (Mesquite/Boulder City/ect.) 100 Future Crossings/Damaged Units	800	$150.00 each	$120,000.00
		TOTAL	**$120,000.00**





Kids About Board of Directors

Description	Quantity	Unit Cost	Total
Kids About Board Insurance			
Directors & Officers	1	$500.00/year	$500.00
Bonding	1	$85.00/year	$85.00
		TOTAL	**$ 585.00**
2007 National SR2S Conference			
Registration	2	$190.00/person	$380.00
Hotel ($129 + 14% tax = $147.06/night) (Sunday thru Tuesday night) Allowing for male and female participants.	2	$441.18/person	$882.36
Airfare	2	$337.70/person	$675.40
Rental Car (Enterprise Compact)	1	$33/day plus tax	$120.55
Per Diem Day 1: B-$5.50, L-$6.50, D-Provided	2	$12.00/person	$24.00
Per Diem Day 2: B-Provided, L-Provided, D-$14.00	2	$14.00/person	$28.00
Per Diem Day 3: B-Provided, L-$6.50, D-$14.00	2	$20.50/person	$41.00
		TOTAL	**$2,151.31**
2008 Nevada Bike/Pedestrian Conference			
Registration	2	$0 w/scholarship	$0.00
Hotel (estimate $100/night) Allowing for male and female participants.	2	$200/person	$400.00
Airfare	2	$175.00/person	$350.00
Rental Car (Enterprise Compact)	1	$25/day plus tax	$60.00
Per Diem Day 1: B-Provided, L-Provided, D-Provided	2	$0.00/person	$0.00
Per Diem Day 2: B-Provided, L-Provided, D-Provided	2	$0.00/person	$0.00
		TOTAL	**$ 810.00**

National SR2S Flight Estimate

Your Trip - 1Adult **Total Air, Taxes & Fees $337.70**

Flight - [illegible]

[illegible] Depart [illegible]pm Las Vegas NV (LAS) to
Arrive [illegible]pm Detroit MI (DTW)

[illegible] Depart [illegible]pm Detroit MI (DTW) to
Arrive [illegible]pm Las Vegas NV (LAS)

Modify Flight

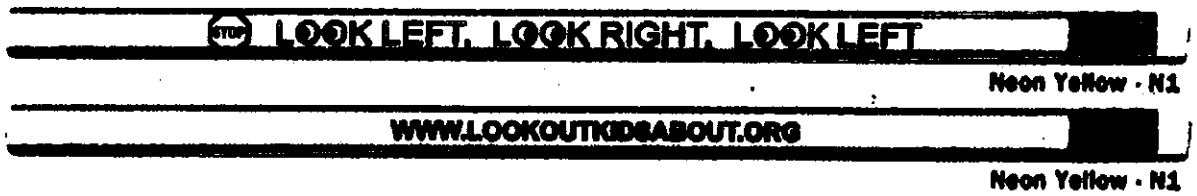
Northwest Airlines Nonstop
Flight [illegible]

Frontier Airlines 1 Stop
Flight [illegible]
Frontier Airlines
Flight [illegible]

Miscellaneous Expenses

Description	Quantity	Unit Cost	Total
Administrative Costs			
Post Office Box	1	$50/6 months	$100.00
Envelopes	2	$8.99/500	$17.98
Minutes/Agendas (Copying for a year)	1	$100.00	$100.00
		TOTAL	**$ 217.98**
Kids About Magnets			
Remainder to make 5000	400	$0.37	$148.00
Ground Shipping	5	$25.00/1000	$125.00
Artwork Proof Charge	1	$15.00	$15.00
		TOTAL	**$ 288.00**
Kids About Logo Pencils			
2 sided print	10080	$0.15	$1512.00
Ground Shipping	1	$0.00	$0.00
Artwork Proof Charge	1	$0.00	$0.00
		TOTAL	**$1,512.00**

Neons



12. Project Description

The mission of the Look Out Kids About campaign is to change the culture of poor driver behavior in school zones and on school routes by:

- educating drivers (parents) to improve driving habits;
- educating kids to instill safe walking/biking habits; and
- creating a mutual respect between pedestrians and drivers.

Kids About will promote school zone and school route traffic safety through advocacy and educational programs directed toward students, parents, schools, the Clark County School District, local city and county government agencies, and the general public. Through television public service announcements, radio advertisements, billboards, newspaper articles, media releases, flyers, handouts, and classroom activities we will get the message out to the community to pay attention in our school zones. Working in collaboration with city and county government agencies, we will advocate for better traffic controls and policies to make our streets safer for children on their way to and from school.

a. Describe how the project:

i. will help enable and encourage students to walk and bicycle to school

Through the Look Out Kids About public awareness campaign, Kids About hopes to encourage drivers to slow down and pay close attention to the children walking and biking to school. In a calmer driving environment where drivers are obeying the traffic laws, parents and children will be less apprehensive about walking or biking to school and crossing the roadways. As the Centers for Disease control report, the second most common barrier to parents letting their kids walk or bike to school is traffic danger.

Kids about will encourage alternative modes of travel such as car pooling to reduce the number of vehicles entering the school zones.

Kids about will encourage students meeting the requirement for bus transportation to utilize this option instead of driving separately to and from the school.

Kids about will encourage parents to form "walking" school buses and bike trains to increase the presence of adults on school walk/bike routes. This adult supervision will reduce the temptation for crime, bullying, or other fears children may have on their way to and from school. These parents will also be encouraged to notify the proper authorities when unsafe

conditions exist, such as loose animals, overgrown landscaping blocking traffic control devices, road construction projects or broken and missing traffic control devices.

Kids About will support the International Walk to School month activities. Last year Kids About supported Safe Kids in promoting the International Walk to School day at 12 North Las Vegas Schools. Volunteers were recruited at school route crosswalks that didn't have city crossing guards to make sure the kids were crossing safely. The first 200 kids that walked to school at each of the 12 schools received a backpack filled with safety material. Kids About would like to help sponsor the t-shirts that were given out to the volunteers for this event.

ii. would make bicycling and walking to school a safe and more appealing transportation alternative

Kids About, working in cooperation with city and county public works departments, advocates for contiguous routes to school. When construction projects impact or sever a "suggested" route to school, Kids About will communicate the potential safety hazard to the proper traffic engineering or law enforcement entity. Communication between kids, parents, schools, law enforcement, traffic engineers and construction projects is essential during this period of rapid growth in Nevada's history.

Through the creation of safety committees at each school, Kids About will help each school establish or enhance drop-off procedures. It is vital that drivers understand what is expected of them if a certain driving pattern is to be achieved. Safety committees will also be encouraged to develop drop-off/pickup areas manned by volunteers to ensure a safe and smooth interaction between cars and their pedestrians and cars with other cars or pedestrians. Inconsiderate drivers only enrage the drivers behind them who may be in a hurry to leave. A school zone is no place for "road rage!"

Through the Look Out Kids About public awareness campaign, Kids About hopes to educate drivers on the existing traffic laws in the State of Nevada. With adherence to the current laws, the crosswalks within school zones and on school routes will become respected by both drivers and pedestrians.

iii. will improve the safety of bicyclists, pedestrians, and school staff

Through the support of the Kids About Government Affairs Committee, Kids About has succeeded this legislative year in making two modification to Nevada Laws that will improve the safety of school zones.

- NRS 484.399 Change-*Signed into Law in 2007* (20ft Parking Restriction at all Crosswalks)
- NRS 391.275 Change-*Signed into Law in 2007* (Expanded School Police Jurisdiction)

Through an Edward Byrne Memorial Justice Assistance Grant, Kids About developed a website to provide traffic safety information to the community. This website will be updated as more traffic safety products are developed. All information produced will be free for public use.

Through another Edward Byrne Memorial Justice Assistance Grant, Kids About developed an updated crossing guard training video. This video is intended to supplement the training crossing guards and volunteer crossing guards receive from the city crossing guard coordinators.

Kids About is already developing 3-5 minute educational videos to be used in classrooms to help educate children on the proper way to cross the street. In addition, Kids About has developed a School Zone Safety Toolkit for principals and teachers to give them resources to improve their school's traffic safety. These toolkits will be given to every elementary school and middle school principal in the Clark County School District.

Kids about will also sponsor bike rodeos to help educate children on the proper way to ride a bike to and from school.

iv. will reduce traffic

Encouraging more children to walk or bike will inherently reduce the number of vehicles entering school zones.

v. **will reduce fuel consumption**

Reducing the number of vehicles driving to and from schools to drop-off or pickup children will reduce Nevada's consumption of fuel.

vi. **will reduce air pollution in the vicinity (approximately 2 miles) of schools (Grades K-8).**

Reducing the number of vehicles driving to and from schools to drop-off or pickup children will reduce the carbon monoxide emissions these vehicles produce thus improving the air quality in the vicinity of schools. This is will also reduce the emissions of idling vehicles waiting to pickup children in the afternoon during the high temperature months of June, July and August for the year round schools.

b. **Research has shown the most successful way to increase walking and bicycling is through a comprehensive approach that includes the "5 E's" (Engineering, Education, Enforcement, Encouragement, and Evaluation). Applicants requesting funding for infrastructure projects (Engineering) are also required to address each of the other "E's". This can be an existing program, an enhanced program, or a new program. Please provide how these other "E's" are addressed by providing the information outlined in Appendix A.**

c. Describe the current conditions for walking or biking to school. What are the obstacles or risks facing children who walk or bike to school?



Poor Driving Habits. Nevada's transient population does not appear to be aware of the basic traffic laws:

- No stopping or parking on crosswalks
- No parking within 20 feet of a crosswalk (NEW)
- No backing up onto a crosswalk
- No parking on the sidewalks
- No parking within 15 feet of a fire hydrant
- No parking in the fire lane
- The speed limit on ALL CCSD campuses is 5 mph



Road Construction. Construction projects within school zones, on school routes or near school bus stops have a serious impact on the safety of our children. Lack of communication between developers, city workers, school staff and parents puts our children at risk every day. Parents are not taking the time to ensure their child's route to school is unobstructed.



Traffic Congestion. Nevada's rapid population growth over the last several years has created over-crowded conditions at

most schools. School parking lots and drop-off lanes are not designed to handle these large volumes of vehicles and current city traffic planning does not include "queuing" studies as these vehicles get backed up onto the city or county streets.



Poor Visibility. Larger percentages of high profile vehicles are being used to transport children to and from schools. These vehicles when parked or stopped too close to a crosswalk prevent other drivers from seeing children entering the crosswalk. In addition, parents are not teaching their children how to properly cross the street in these conditions.



Lack of Respect. Today's children do not show respect for vehicle traffic. In some cases, this is a learned behavior taught by their parents. A pedestrian does not stand a chance against any vehicle no matter how invincible they believe they are. When crosswalks are provided, our children need to be encouraged to use them. Drivers also need to learn patience and yield to pedestrians; it's the law!

d. Describe how the proposed project addresses the barriers or obstacles facing children who walk or bike to school.



Poor Driving Habits. Kids About will attempt to educate Clark County drivers to improve their driving habits through television public service announcements, radio advertisements, billboards, newspaper articles, media releases, and flyers. Kids About representatives will attend school related activities such as back-to-school fairs, Nevada PTA Conventions, Nevada PTA Summer Leadership training, CCSD new teacher orientation and Parent Involvement Summits. Kids About will also participate in community events such as the Clark County Museum Guild's Trick-o-treating, International Walk to School Day, and the Helldorado Day parade. Finally, Kids About representatives will approach corporations with large fleets of vehicle or large numbers of employees to offer traffic safety training material.



Road Construction. Through the creation of safety committees at each school, Kids About will help establish a point of contact for traffic safety concerns. School safety committees will be responsible for ensuring that alternate route information is distributed to children and parents when road construction projects impact a school zone, a school routes or a school bus stop.



Traffic Congestion. School safety committees will also be encouraged to develop drop-off/pickup areas manned by volunteers to ensure a safe and smooth interaction between cars and their pedestrians and cars with other cars or pedestrians. It is vital that drivers understand what is expected of them if a certain driving pattern is to be achieved.



Poor Visibility. Kids About is already developing 3-5 minute educational videos to be used in classrooms to help educate children on the proper way to cross the street. In addition, Kids About has developed a School Zone Safety Toolkit for principals and teachers to give them resources to improve their school's traffic safety. These toolkits will be given to every elementary school and middle school principal in the Clark County School District. Kids about will also sponsor bike rodeos to help educate children on the proper way to ride a bike to and from school



Lack of Respect. As the country of Denmark did in the 70's, Kids About will attempt to "grow" good pedestrians and drivers over the next few years. As our elementary school students and drivers (parents) move on to middle school, they will hopefully retain safe crossing and driving habits. As these middle school students become drivers in high school, they will hopefully achieve an awareness and respect for pedestrians crossing the street. As the county of Denmark realized, this cultural change will not happen overnight. It will take several years before significant changes will be measured.

e. Provide the walking distance from this project to the affected schools.

2 miles

13. Schools

a. List all schools involved or affected by this project and grade levels for each school.

199 Clark County School District Elementary Schools

55 Clark County School District Middle Schools
41 High schools (includes Virtual HS)
31 Alternative schools/Special schools

b. List the total number of K-8 students in each school involved or affected by this project.

302,763 students overall in the Clark County School District
?? K-8 students

c. List the school district's designated walking distance for each school involved or affected by this project.

2 miles

d. List the total K-8 students who live within the designated walking distance of each school that this project is expected to benefit.

See sampling below.

Sampling of Schools

Elementary Schools	Total Students	Total No. in walking distance	Est. Walk/Bike	Est. Not Walk/Bike	Hazard Bussing	Shift in mode 5%
Cox, Clyde	1013	603	484	529	38	26
Cozine	987	755	453	534	0	27
Goynes	1,254	956	270	984	306	49
Harmon	907	704	538	369	0	18
HInman	541	502	502	39	5	2
Lamping	1,205	662	138	1067	0	53
Lowman	1,037	708	229	808	376	40
Manch	866	743	279	587	335	29
Martinez	1003	790	351	652	411	33
McCall	491	468	421	70	0	4
McCaw	810	570	400	410	177	21
McDoniel	657	483	100	557	0	28
Peterson	950	950	950	0	0	0
Sewell	737	630	630	107	8	5
Squires	1,003	726	437	566	251	28
Taylor, Robert	593	387	300	293	0	15
Tomiyasu	730	537	320	410	137	21
Treem, Harriet	830	296	200	630	194	32
Walker, J. M.	1582	566	150	1432	0	72
Watson	1,287	622		1287	87	64
Williams, Tom	1,000	721	674	326	0	16
Woolley	839	786	640	199	48	10
Totals	**20322**	**14165**	**8466**	**11856**	**2373**	**592.8**
Middle Schools						
Bailey	1,500	868	640	860	0	43
Bridger	1,400	1104	800	600	0	30
Cannon	1,234	625	335	899	2	45
Knudson	1,342	648		1342	0	67
Smith	1,070	971		1070	0	54
Webb	1,668	239		1668	7	83
Totals	**8,214**	**4,455**	**1,775**	**6,439**	**9**	**322**

e. Estimate current number of K-8 students who currently bike or walk to school for each school.

42 percent

f. Estimate the number of students, who currently do not bike or walk, that are anticipated to change transportation mode to bicycling and walking as a result of this project.

10 percent during the 2007/2008 school year

g. Estimate the number of students, who are currently "Hazard Bused", that are anticipated to change transportation mode to bicycling and walking as a result of this project.

Kids About will encourage all children who live within a reasonable walking distance of Clark County schools to walk or bike to school; however, Kids About suggests children under the age of 9 be accompanied by older siblings, older neighbor students, parents or other adults. Studies have shown that children under the age of 9 years do not have the ability to judge distances or sound as adults do. Also, due to the extremely high heat climate of Southern Nevada during the months of May through August, it is unreasonable to expect elementary school aged children to walk beyond a 1 mile distance. Children old enough to bike to and from school should not be expected to bike beyond 1 ½ miles.

In addition, if "Hazard Busing" has been established for safety reasons such as multi-lane, high speed, high vehicle volume intersections or road construction projects, Kids About recommends students use this transportation.

14. Who Will Own This Property When Project Is Completed?
Kids About – A Safety Coalition

15. Maintenance Of This Project Will Be Provided By:
Kids About – A Safety Coalition

16. Rights-Of-Way For This Project Will Be Provided By:
N/A

17. Environmental Impacts
N/A

18. This Project Is Supported By:
City of Henderson
City of Las Vegas
City of North Las Vegas
Clark County
Clark County School District
Las Vegas Metropolitan Police Department
Nevada Department of Motor Vehicles
Nevada Department of Transportation
Nevada Highway Patrol
Nevada State Legislature
Regional Transportation Commission
Safe Community Partnership (UNLV)
Southern Nevada Health District

Also supported by
AAA Nevada
Clark County Public Education Foundation
Collision Authority
KLVX Channel 10
KVBC-TV3 Las Vegas
Las Vegas Chapter of Speedway Children's Charities
Nevada PTA
Nevada State Bank
Silver State Bicycle Coalition

19. Signatures

Project Contact Individual

Scott Konnath
Secretary
Kids About–*A Safety Coalition*
120 Corporate Park Drive
Henderson, NV 89074
(702) 799-7830 ext. 5246
konnath@earthlink.net

Project Sponsor Contact

Councilwoman Lois Tarkanian
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6327
Fax: (702) 366-0032
ltarkanian@lasvegasnevada.gov

MPO Official

Jorge Ocon
Sr Transportation Planner
Regional Transportation Commission of Southern Nevada
600 S Grand Central Pkwy
Suite 350
Las Vegas, NV 89106
Office (702) 676-1713
ocon@rtcsnv.com

EXHIBIT B

DISCLOSURE OF PRINCIPALS

The Board of Directors of LOKA are the following:

	Full Name	Business Address	Business Phone
1.	Robin Munier	P.O.Box 26395, Las Vegas NV 89126	(702)884-2783
2.	Sheri Garbiso	P.O.Box 26395, Las Vegas NV 89126	(702)799-6435
3.	Charlene Gumber	P.O. Box 26395, Las Vegas NV 89126	(702)884-2783
4.	Ken Young	P.O. Box 26395, Las Vegas NV 89126	(702)799-7830
5.	Lenny DeForge	P.O. Box 26395, Las Vegas NV 89126	(702) 258-7885
6.	Brandyn Dente	P.O. Box 26395, Las Vegas NV 89126	(702)617-9004
7.	Alyssa Reynolds	P.O. Box 26395, Las Vegas NV 89126	(702)267-3082
8.	Lonnie Wilborn	P.O. Box 26395, Las Vegas NV 89126	(702)267-3090
9.	Diane Phominh	P.O. Box 26395, Las Vegas NV 89126	(702)229-2199
10.	Cindy Zeedyk	P.O. Box 26395, Las Vegas NV 89126	(702)267-4563
11.	Jeanne Hamburg	P.O. Box 26395, Las Vegas NV 89126	(702)884-2783

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Robin Wadley Munier

Name: Robin Wadley Munier

Title: President, Look Out Kids About

Subscribed and sworn to before me this

1st day of July, 2009

Pamela Samuolis

Notary Public

PAMELA SAMUOLIS
Notary Public State of Nevada
No. 00-63724-1
My appt. exp. July 11, 2012

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Distribution Encroachment Agreement on behalf of the Clean Water Coalition between the City of Las Vegas and Nevada Power Company d/b/a NV Energy to allow temporary improvements within NV Energy easements in the vicinity of Vegas Valley Drive and Tree Line Drive - APN 161-10-701-014 - County (near Ward 3 - Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clean Water Coalition (CWC) desires to install improvements and conduct activities on and within the easement area located on APN 161-10-701-014 in support of the System Conveyance and Operations Program (SCOP). This parcel is owned by the City of Las Vegas and is located directly east of the Water Pollution Control Facility, located at 6005 E. Vegas Valley Drive. Temporary improvements are to include the placement of construction trailers, chain link fencing and gates with the purpose of utilizing the site for construction management and project oversight for the Reach 1 portion of the SCOP project.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Distribution Encroachment Agreement

APN: 161-10-701-014

WHEN RECORDED MAIL TO:

Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

DISTRIBUTION ENCROACHMENT AGREEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**NV Energy**") holds an easement recorded June 14, 2007 in Book 20070614 as Document No.02076, Official Records, Clark County ("**Easement**") on certain real property identified in that Easement ("**Easement Area**") upon, over, under, across and/or through which a portion of NV Energy electrical facilities are located or might be located in the future.

City of Las Vegas, a municipal corporation of the State of Nevada, ("**Property Owner**") now wishes to install improvements and conduct activities on and within the Easement Area; however, these improvements and activities are subject to NV Energy's written consent.

In consideration of the mutual covenants contained in this Distribution Encroachment Agreement ("**Agreement**") and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, NV Energy and Property Owner agree as follows:

1. Consent to Certain Improvements. NV Energy consents to certain improvements and facilities, as shown on the Black & Veatch Systems Conveyance and Operations Program Site Preparation Civil dated February 2009 as Project # 145277 attached as Exhibit A hereto and identified below ("**Improvements**"), on the portion of the Easement Area identified on Exhibit B. The Improvements include:

(A) Placement of a construction trailer.
(B) Installation of galvanized chain link fencing and gates.

2. Compliance with Certain Conditions. NV Energy waives its right to require the removal of these Improvements, subject to the following conditions:

(C) Property Owner, its representatives, contractors and subcontractors comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.
(D) Property Owner, its representatives, contractors and subcontractors do not stockpile materials and/or equipment in the Easement Area.
(E) Property Owner, its representatives, contractors and subcontractors comply with chapter 455 of the Nevada Revised Statutes, as amended or supplemented.
(F) The Improvements do not endanger the safe and reliable construction, operation or maintenance of NV Energy's facilities in the Easement Area.
(G) Property Owner constructs the Improvements in accordance with Exhibit A.

RW# 167-09dak
Proj. # NPC1
Project Name: SITE PREP PL1370026
Reference Document: 20080520:04327
DEA

3. Additional Approvals Required. Property Owner must obtain prior written approval for future projects or changes to the project which will constitute additional encroachments into NV Energy's easement area not presently a part of this Agreement and as shown on Exhibit A.

4. Covenant Running with the Land; Obligations Bind Property Owner, Successors and Assigns. This Agreement continues in effect for perpetuity, constitutes a covenant running with the land, and binds and inures to the benefit of the Parties' successors and assigns. The Property Owner's obligations under this Agreement also apply to and bind Property Owner's successors and assigns. Property Owner, its successors, and assigns, acknowledge NV Energy's continued right, and future right, to use the Easement Area for the uses and purposes contemplated in the Easement.

5. Indemnity. Property Owner agrees to indemnify NV Energy, its directors, officers, and employees against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of Property Owner, its employees or any third parties for personal injuries, property damage, or loss of life or property resulting from or in any way related to this Agreement. However, the indemnification in this Section will not apply to injuries or damages to persons or property or loss of life for which the proximate cause is the sole negligence of NV Energy or its employees. For purposes of NV Energy's enforcement of this indemnity only, Property Owner expressly waives all immunity given to Property Owner under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Property Owner's indemnification obligations under this Section. This Section survives termination of this Agreement.

6. Release and Waiver. Property Owner knowingly and voluntarily releases, waives and forever discharges NV Energy of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Property Owner has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Improvements. This Section survives termination of this Agreement.

7. Damage to NV Energy's Facilities. If Property Owner, its representatives, contractors or subcontractors damage, have damaged, render unsafe or have rendered unsafe NV Energy's facilities located within the Easement Area, Property Owner must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in NV Energy's name for the relocated facilities and/or new facilities, at no cost to NV Energy and in a location and form satisfactory to NV Energy (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights). This Section survives termination of this Agreement.

8. Integration. The Agreement represents the entire and integrated agreement between NV Energy and Property Owner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement.

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

10. Amendments; Waiver. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by NV Energy and Property Owner and executed with same formality as this Agreement. The failure of either party to enforce any of the provisions of the Agreement at any time, or to require performance by the other party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any party to enforce each and every provision.

NEVADA POWER COMPANY d/b/a
NV ENERGY

JAMES R. SAAVEDRA
DIRECTOR, LAND SERVICES

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

John S. Ridilla
DEPUTY CITY ATTORNEY

ATTEST:

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,

_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of the City of Las Vegas,
the municipal corporation therein named, and acknowledged to me that
the municipal corporation executed it.

_____
Notary Public

Seal area →

APN: 161-10-701-014
RW# 167-09dak
Proj. #NPC1
Project Name: Site Prep PL 1370026
Reference Document: 20080520:04327
DEA

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009 by JAMES R. SAAVEDRA as Director, Land Services of Nevada Power Company d/b/a NV Energy.

_____
Signature of Notarial Officer

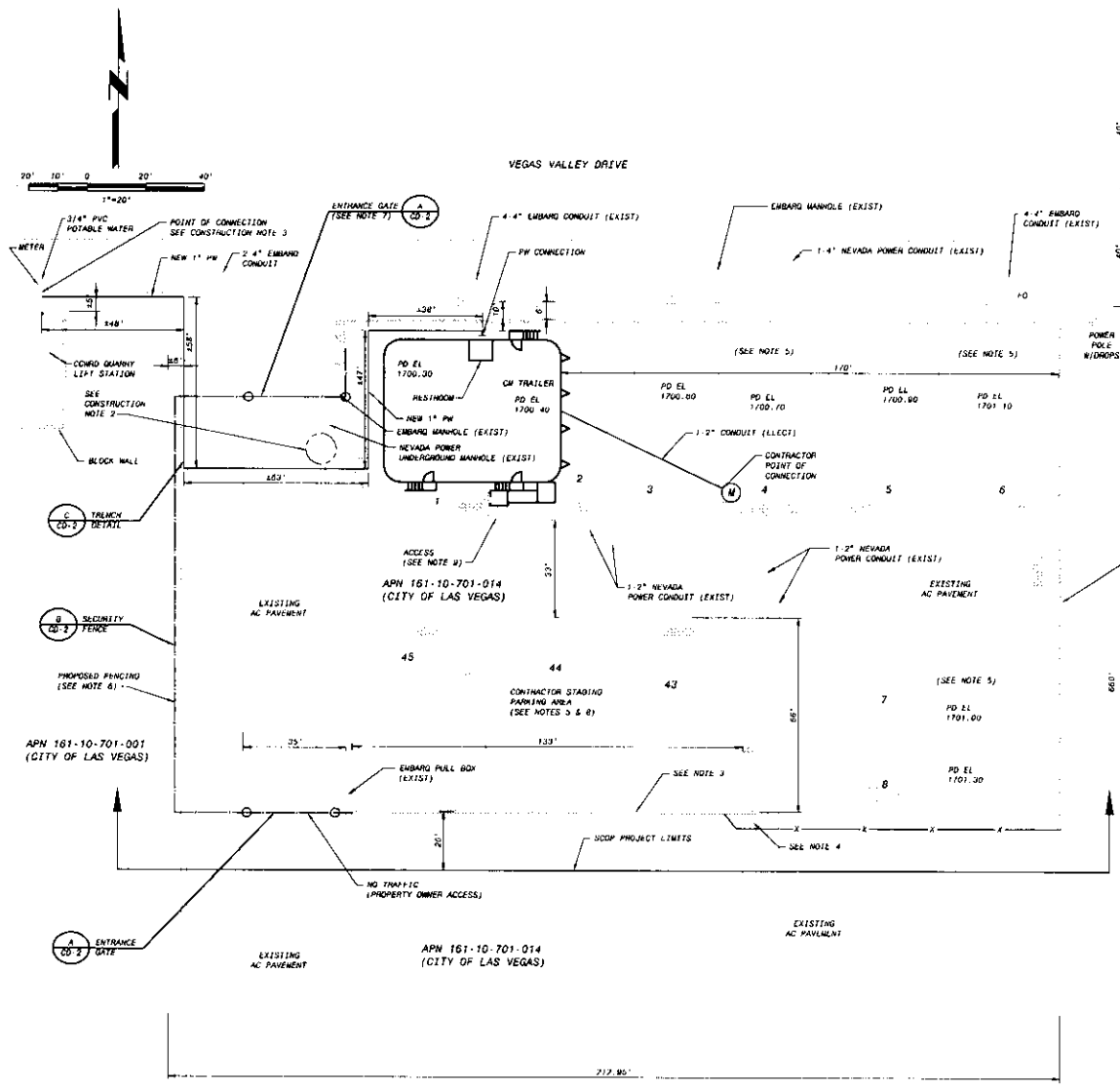
Seal area →

Exhibit A is on file in the Land Services Department of NV Energy.

APN: 161-10-701-014
RW# 167-09dak
Proj. #NPC1
Project Name: Site Prep PL 1370026
Reference Document: 20080520:04327
DEA

EXHIBIT "A"

{Attach drawings/plans that show improvements}



ENLARGED CLV PROJECT LOCATION
1" = 20'

NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOW IN THEIR PROPER LOCATIONS. CALL BEFORE YOU DIG: 1-800-227-2600. CALL BEFORE YOU OVERHEAD: 1-702-237 2929.
2. ACCESS WILL BE LIMITED TO LOTS 1 THRU 8 AND 43 THRU 45.
3. EXISTING BLOCK WALL FENCE TO REMAIN DURING SCOP PROJECT
4. EXISTING STREET LIGHT FOUNDATION TO REMAIN DURING SCOP PROJECT.
5. ALL UNPAVED AREAS ON SITE SHALL INCORPORATE 4-INCHES OF TYPE II (MILLED ASPHALT) FOR DUST CONTROL PURPOSES.
6. CONTRACTOR TO INSTALL TEMPORARY FENCE ALONG PROJECT LIMIT. FENCE SHALL CONTAIN 3 STRANDS OF BARBED WIRE, DIRECT INWARD.
7. SITE ADDRESS: 8321 VEGAS VALLEY DRIVE.
8. SITE IS CLASSIFIED AS A LIMITED ACCESS SITE FOR CONSTRUCTION TRAFFIC ONLY
9. CONTRACTOR TO CUT CURB AND PROVIDE ACCESS TO CONSTRUCTION TRAILER RAMP. WIDTH OF OPENING TO BE 6' OF CLEAR OPENING. TRANSITION CONCRETE PLATFORM TO ACCESS LANDING AREA.

CONSTRUCTION NOTES:

1. TEMPORARY POTABLE WATER LINE SHALL BE INSTALLED AT MINIMUM DEPTH OF 3' OF COVER.
2. CONTRACTOR TO POTHOLE ONSITE NV ENERGY DUCT BANKS, THESE ARE ENERGIZED.
3. NO WATER SHALL BE TAKEN FROM A SERVICE REQUIRING BACK-FLOW PREVENTION UNTIL THE REDUCED PRESSURE PRINCIPLE ASSEMBLY HAS BEEN SUCCESSFULLY TESTED BY LVVWD.

LEGEND

- STREET LIGHT POLE BASE
- WATER BOX
- ELECTRIC TRANSFORMER (LIVE)
- NV ENERGY METER
- GAS STICK
- WATER VALVE (UNEMPHOVED AREA)
- HYDRANT
- TELEPHONE BOX
- ELECTRICAL BOX
- CATV
- STREET LIGHT BOX

LEGAL DESCRIPTION
A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST M.D.M.

BASIS OF BEARINGS
4C1210C4 - RIVET AND SQUARE ALUMINUM PLATE IN TOP OF CURB, SOUTH SIDE OF VEGAS VALLEY DRIVE ON THE EAST CORNER OF BRIDGE STRUCTURE. 516,873MI1695.78FT (NAVD88 DATUM)

BENCHMARK
NORTH 89°51'07" EAST, BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M. AS SHOWN IN FILE 135, PAGE 87 OF SURVEYS.

PROFESSIONAL ENGINEER STATE OF NEVADA
JEFFREY A. McMULLEN
CIVIL
No. 15510
EXP. 12-31-08

REVISIONS:

BLACK & VEATCH
Building a world of difference
5020 S. EASTERN AVE., SUITE 330, LAS VEGAS, NV 89119
PHONE: (702) 732-9444, FAX: (702) 732-7518
DSGN: JAM DRN: FLL CHK: JAM APVD: JAM

SYSTEMS CONVEYANCE AND OPERATIONS PROGRAM
SITE PREPARATION
CIVIL
CONSTRUCTION MANAGEMENT TRAILER SITE PLANS
REACH 7 AREA

SCALE AS NOTED
SITEPREP_C_xx.DWG
FEBRUARY 2006

VERIFY SCALE
BAR REPRESENTS ONE INCH ON ORIGINAL

C O N S T E L L A T I O N
150 W. STEPHANIE ST., SUITE 130, HENDERSON, NV 89074
PHONE: (702) 316-4435, FAX: (702) 316-4445

PROJECT NO. 145277
DRAWING NO. C-8
SHEET 12 OF 73

LOC37206, 3/30/2006 8:39:16 AM 145277-451-MPE-C-BROOMTOP
UTILITY ID:145277A

EXHIBIT "B"

The above referred to parcel of land, situate in the County of Clark, Sate of Nevada, located within CRESTWOOD AKA VEGAS VALLEY & TREELINE – UNIT 1, per Book of Plats 137, Page 26, recorded June 14, 2007 as Instrument No. 02076 in Book 20070614, Official Records, Clark County, Nevada, as a portion of the West Half of the Southeast Quarter (W ½ SE ¼) of Section 10, Township 21 South, Range 62, East, M.D.M., Nevada, further described below:

Lots 1 through 8, inclusive, Lots 43 through 45, inclusive, Common Element A and B, and those portions of the private streets and utility easements within Apricot Frost Way, Steichen Street and Plumleaf Street within said Subdivision.

APN: 161-10-701-014
RW# 167-09dak
Proj. #NPC1
Project Name: Site Prep PL 1370026
Reference Document: 20080520:04327
DEA

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: METROPOLITAN POLICE
DIRECTOR: AREA COMMAND ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street - Unit 118. PROPERTY OWNER: HAROLD G. SWEET JR. - 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 chronic nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was mailed to the property owners to correct the nuisance per Title 9.04.010 and 9.040.020. Today's hearing is to consider the Appeal to the Notice and Declaration of Chronic Nuisance filed by Harold Sweet, Jr., property owner and responsible party.

RECOMMENDATION:
That the City Council approve the Notice and Declaration of Chronic Nuisance.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Declaration of Chronic Nuisance
4. Appeal Letter from Appellant
5. Notice of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 15, 2009
DEPARTMENT: Metropolitan Police
ITEM DESCRIPTION: Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street, Unit 118.
PROPERTY OWNER: HAROLD G. SWEET JR. - Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was sent to the property owners requesting they correct the nuisance per Title 9.

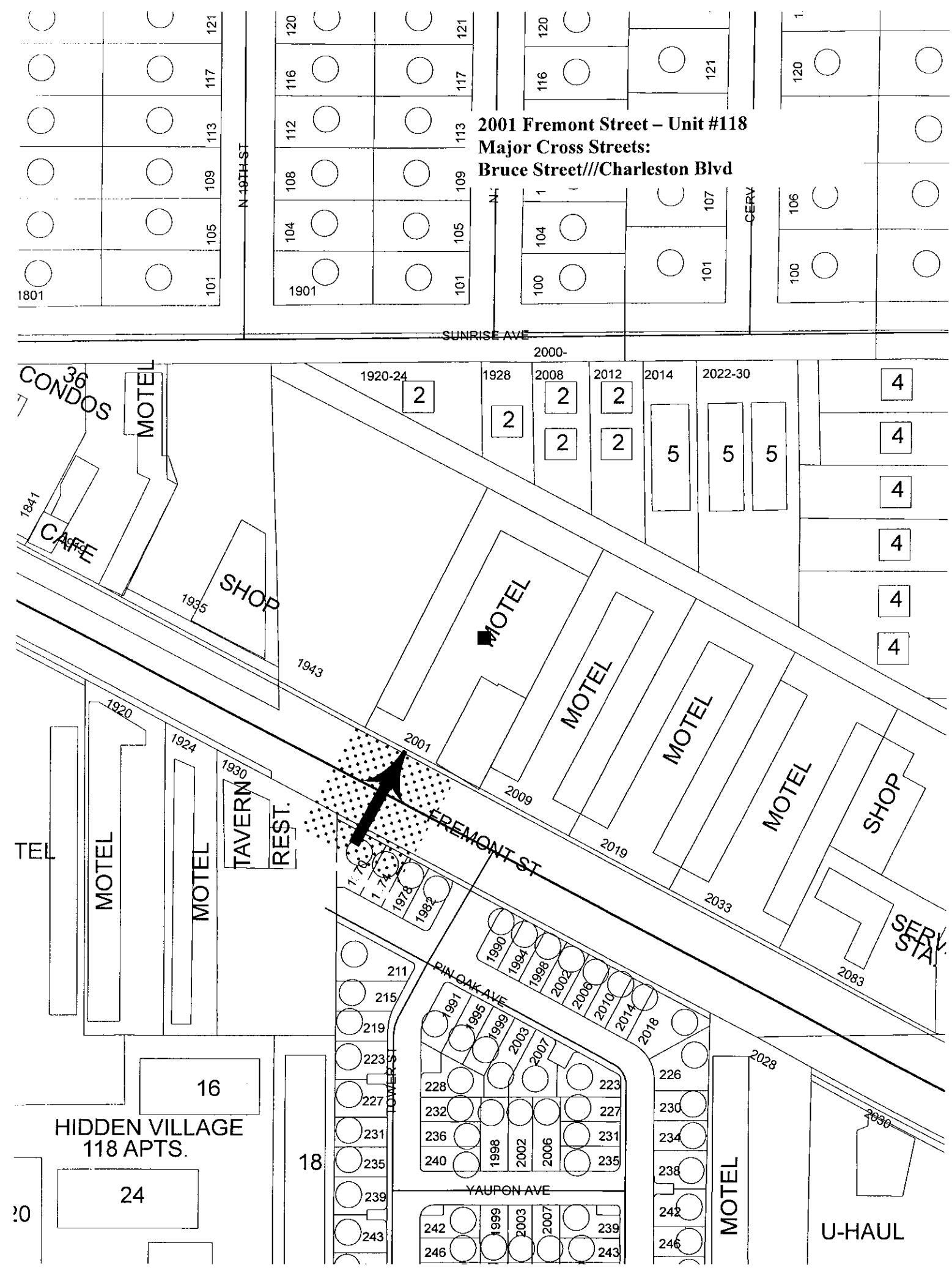
On June 6, 2009, a Search Warrant was served at 2001 Fremont Street, #118 by the Las Vegas Metropolitan Police Departments Dowtown Area Command Problem Solving Unit. The Warrant was in reference to Narcotics being sold from the room. As a result of the Search Warrant Officers recovered 6.7 grams of Cocaine, .5 grams of Methamphetamine and 6.1 grams of Marijuana from inside the residence.

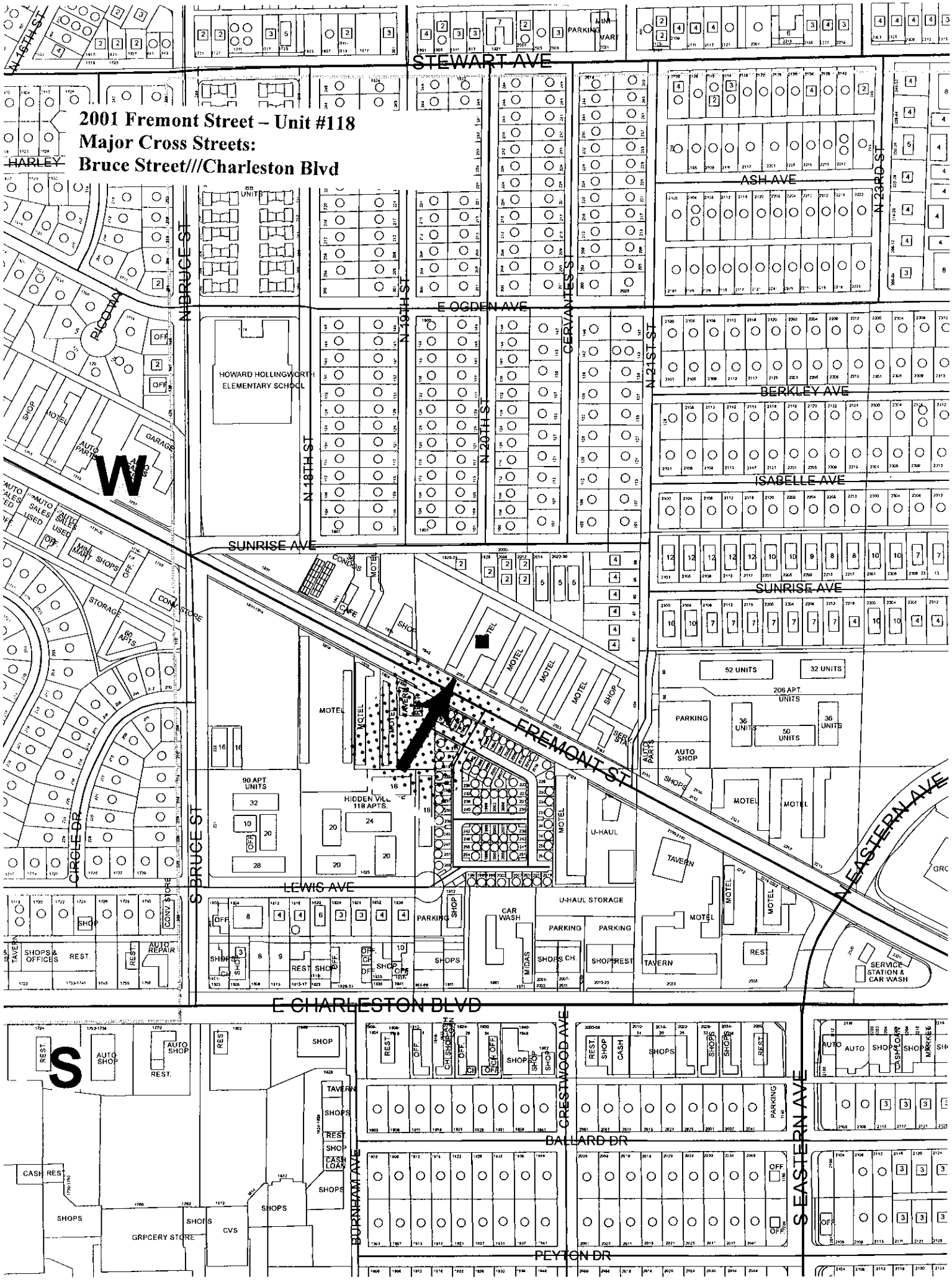
Property owner was requested to take any and all steps necessary to abate the above nuisance immediately. The deadline date given to correct and abate this nuisance was June 19, 2009. The following actions were suggested:

- Immediate Eviction of tenants at 2001 Fremont Street, #118
- Immediate Eviction of all future problem tenants; especially including those involved in criminal activity
- Background checks on future tenant
- More active role of the managers and property owners in managing the property.
- Better screening of potential tenants

This conduct constitues a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.

1) Shall be guilty of a misdemeanor; or
2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.
(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.


2001 Fremont Street – Unit #118
Major Cross Streets:
Bruce Street///Charleston Blvd
N 19TH ST
SUNRISE AVE
2000-
1920-24
1928
2008
2012
2014
2022-30
36 CONDOS
MOTEL
CAFE
1841
1935
SHOP
1943
MOTEL
MOTEL
MOTEL
MOTEL
SHOP
1920
1924
1930
TAVERN
REST.
2001
2009
2019
2033
2083
FREMONT ST
MOTEL
MOTEL
TEL
1978
1982
1990
1994
1998
2002
2006
2010
2014
2018
PINOAK AVE
211
215
219
223
227
231
235
239
243
TOWER ST
1991
1995
1999
2003
2007
228
232
236
240
223
227
231
235
1998
2002
2006
226
230
234
238
242
246
2028
2030
YAUPON AVE
242
246
1999
2003
2007
239
243
16
HIDDEN VILLAGE
118 APTS.
24
18
MOTEL
U-HAUL
SERV. STA.


2001 Fremont Street – Unit #118
Major Cross Streets:
Bruce Street///Charleston Blvd
STEWART AVE
HARLEY
ASH AVE
N 23RD ST
N BRUCE ST
N 18TH ST
E OGDEN AVE
CERVANTES ST
N 21ST ST
BERKLEY AVE
ISABELLE AVE
SUNRISE AVE
FREMONT ST
EASTERN AVE
S BRUCE ST
CIRCLE DR
LEWIS AVE
E CHARLESTON BLVD
CRESTWOOD AVE
BALLARD DR
BURNHAM AVE
PEYTON DR
S EASTERN AVE
HOWARD HOLLINGWORTH ELEMENTARY SCHOOL
HIDDEN VIL 118 APTS.
90 APT. UNITS
206 APT. UNITS
52 UNITS
32 UNITS
36 UNITS
50 UNITS
U-HAUL
U-HAUL STORAGE
CAR WASH
SERVICE STATION & CAR WASH
GRPCERY STORE
CVS
W
S

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT
DOUGLAS C. GILLESPIE, Sheriff

Partners with the Community

NOTICE AND DECLARATION OF CHRONIC NUISANCE

2009 JUN 19 A 9:51

CLERK

Date: 06/09/09
To: Harold Sweet
2001 Fremont
Las Vegas, NV 89101

In Response
Please Reply To:
Officer J. Oaks
Officer D. Nunez
Phone#828-4348

PLEASE TAKE NOTICE, the following conduct occurred on the premises commonly known as 2001 Fremont, #118, Las Vegas, NV, 89101.

On June 6, 2009 a search warrant was served at 2001 Fremont, #118, by the Las Vegas Metropolitan Police Departments Downtown Area Command Problem Solving Unit. The search warrant was in reference to Narcotics being sold from the room. As a result of the Search Warrant Officers recovered 6.7 grams of Cocaine, .5 grams of Methamphetamine and 6.1 grams of Marijuana from inside the residence. The following actions are suggested:

- **Immediate Eviction of tenants at 2001 Fremont, #118**
- **Immediate Eviction of all future problem tenants; especially including those involved in criminal activity.**
- **Background checks on future tenant**
- **More active role of the property owner in managing the property**
- **Better screening of potential tenants**

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 06-19-09 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Daniel Nunez

cc Councilman Gary Reese
City Attorney

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

9.04.070 Appeal procedures.

Within ten 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. Any 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.

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www.lvmpd.com • www.protectthecity.com

828 4423

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

IDENTIFY, DETECT, LOCATE LOG SHEET

May 16, 2009

I.D.L. IDENTIFY DETECT LOCATE

Property Name SAFARI MOTEL

Property Address 2001 E. Fremont ST

Las Vegas, Nevada 89101 Telephone (702) 384 4021

ONCE INFORMATION ON THIS SHEET HAS BEEN CHECKED BY LVMPD, THE DOCUMENT WILL BE SHREDDED.

I.D.L. IDENTIFY, DETECT, LOCATE

Name James Brownridge

Date of Birth 6-11-73

Soc. Sec. No. N/A

D/L No. 160312 9556 State Nevada

Veh. Lic. No. State

Bldg. Daily Apt. #106 Date 5-16-09

I.D.L. IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

2009 JUN 19 A 9:54

I.D.L. IDENTIFY, DETECT, LOCATE

Done 5-16-09 12:30 P.M.

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

I.D.L. IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

I.D.L. IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

I.D.L. IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

FAX TO: 828-4423

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

IDENTIFY, DETECT, LOCATE LOG SHEET

I.D.L. IDENTIFY DETECT LOCATE

Property Name SAFARI MOTEL

Property Address 2001 E. FREMONT ST.

LAS VEGAS NV Telephone (702) 384-4021

ONCE INFORMATION ON THIS SHEET HAS BEEN CHECKED BY LVMPD, THE DOCUMENT WILL BE SHREDDED.

I.D.L.
IDENTIFY, DETECT, LOCATE

Name REED, HOMER O'DELL

Date of Birth 01/18/1975

Soc. Sec. No. N/A

D/L No. 2103088771 State NEVADA

Veh. Lic. No. N/A State

Bldg. Daily Apt. #111 Date 2/9/9

I.D.L.
IDENTIFY, DETECT, LOCATE

Name HILL, CRAIG BERNARD

Date of Birth 08/17/1967

Soc. Sec. No. N/A

D/L No. 2103427171 State NEVADA

Veh. Lic. No. N/A State

Bldg. Daily Apt. #104 Date 2/9/9

I.D.L.
IDENTIFY, DETECT, LOCATE

Name WRIGHT, RENE AND TRACY QUIGLEY

Date of Birth 08/31/1959 & 02/22/1965

Soc. Sec. No. N/A

D/L No. 2000599770 State NEVADA
2103486506

Veh. Lic. No. N/A State

Bldg. Daily Apt. #102 Date 2/9/9

I.D.L.
IDENTIFY, DETECT, LOCATE

Name BADONNAUGE JAMES LAMONT

Date of Birth 06/11/1973

Soc. Sec. No. N/A

D/L No. 1603129551 State NEVADA

Veh. Lic. No. N/A State

Bldg. Daily Apt. #123 Date 2/9/9

June 2:20 P.M. 2/10/9

I.D.L.
IDENTIFY, DETECT, LOCATE

Name ANTOINE ANTONY GORUM

Date of Birth 01/20/1968

Soc. Sec. No. N/A

D/L No. B327509 State CALIFORNIA

Veh. Lic. No. N/A State

Bldg. Daily Apt. #115 Date 2/9/09

I.D.L.
IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

FAX TO: 895-4423

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

IDENTIFY, DETECT, LOCATE LOG SHEET

I.D.L. IDENTIFY DETECT LOCATE

Property Name SAFARI MOTEL

Property Address 2001 E. FREMONT ST

Las Vegas, NV Telephone (702)-384-4021

ONCE INFORMATION ON THIS SHEET HAS BEEN CHECKED BY LVMPD, THE DOCUMENT WILL BE SHREDDED.

I.D.L.
IDENTIFY, DETECT, LOCATE

Name GRAHAM, GERALD KENNETH

Date of Birth 02/26/1958

Soc. Sec. No. N/A

D/L No. 160131196 State NEVADA

Veh. Lic. No. N/A State

Bldg. DAILY Apt. #112 Date 1/17/09

I.D.L.
IDENTIFY, DETECT, LOCATE

Name BROWNRIDGE JAMES LAMONT

Date of Birth 06/11/1973

Soc. Sec. No. N/A

D/L No 1603129556 State NEVADA

Veh. Lic. No. N/A State

Bldg. DAILY Apt. #111 Date 1/18/09

I.D.L.
IDENTIFY, DETECT, LOCATE

Name VALDEZ, WILLIAM JOSEPH

Date of Birth 10/16/1956

Soc. Sec. No. N/A

D/L No. 0801689764 State NEVADA

Veh. Lic. No. N/A State

Bldg. DAILY Apt. #112 Date 1/18/09

I.D.L.
IDENTIFY, DETECT, LOCATE

Name

Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date

I.D.L.
IDENTIFY, DETECT, LOCATE

Name THEWS EDMOND done 1/19/09 3:10 p.m.

Date of Birth 08/26/1966

Soc. Sec. No. N/A

D/L No 3558-0566-243E State ILLINOIS

Veh. Lic. No. N/A State

Bldg. DAILY Apt. #106 Date 1/18/09

I.D.L.
IDENTIFY, DETECT, LOCATE

Name

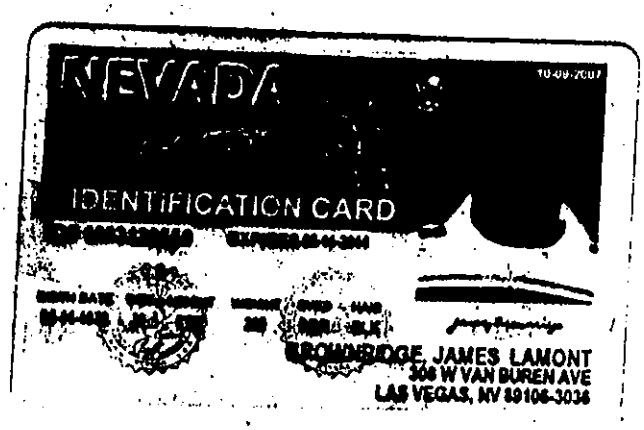
Date of Birth

Soc. Sec. No.

D/L No. State

Veh. Lic. No. State

Bldg. Apt. Date



RECEIVED
CITY CLERK
2009 JUN 19 A 9:54

REGISTRATION CARD

NAME James Brownridge
STREET 308 W VAN BUREN
CITY LV STATE NV ZIP CODE 89106

Company
Car License State No. In Party 1

GUEST NOTICE: This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

X James Brownridge

DAYS OCCUPIED

S	M	T	W	T	F	S
5-	15-	09	I	5-	16-	09

Date 5-15-09
Rate 45
Total 45
Tax (if any)
Amount Paid 45

National Hospitality Supply, Inc. 1-800-526-6324 Form No. NHRC1

5.00 Key Deposit

ROOM	RATE	DATE	AMT.PAID	RECEIVED BY
106	45	5-15-09	45	H.S

THIS IS YOUR RECEIPT

THANK YOU

ROOM 106 NAME James Brownridge

REGISTRATION CARD

NAME James Brownridge
STREET 308 W VAN BUREN
CITY LV STATE NV ZIP CODE 89106

Company
Car License ____ State ____ No. In Party 1

GUEST NOTICE: This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

X James Brownridge

DAYS OCCUPIED

S	M	T	W	T	F	S

Date ____
Rate ____
Total ____
Tax (if any) ____
Amount Paid ____

National Hospitality Supply, Inc. 1-800-526-8224 Form No. NHAC1

ROOM | NAME

THIS IS YOUR RECEIPT

ROOM	RATE	DATE	AMT PAID	RECEIVED BY
111	50	6/19	50	H.W

THANK YOU

*NO K.O

RECEIVED
CITY CLERK
JUN 19 A 9:56

REGISTRATION CARD

NAME James Brownridge
STREET 308 W VAN Buren
CITY ____ STATE ____ ZIP CODE ____

Company
Car License ____ State ____ No. In Party 1

GUEST NOTICE: This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

X James Brownridge

DAYS OCCUPIED

S	M	T	W	T	F	S

Date 2-9-9
Rate ____
Total ____
Tax (if any) ____
Amount Paid ____

National Hospitality Supply, Inc. 1-800-526-8224 Form No. NHAC1

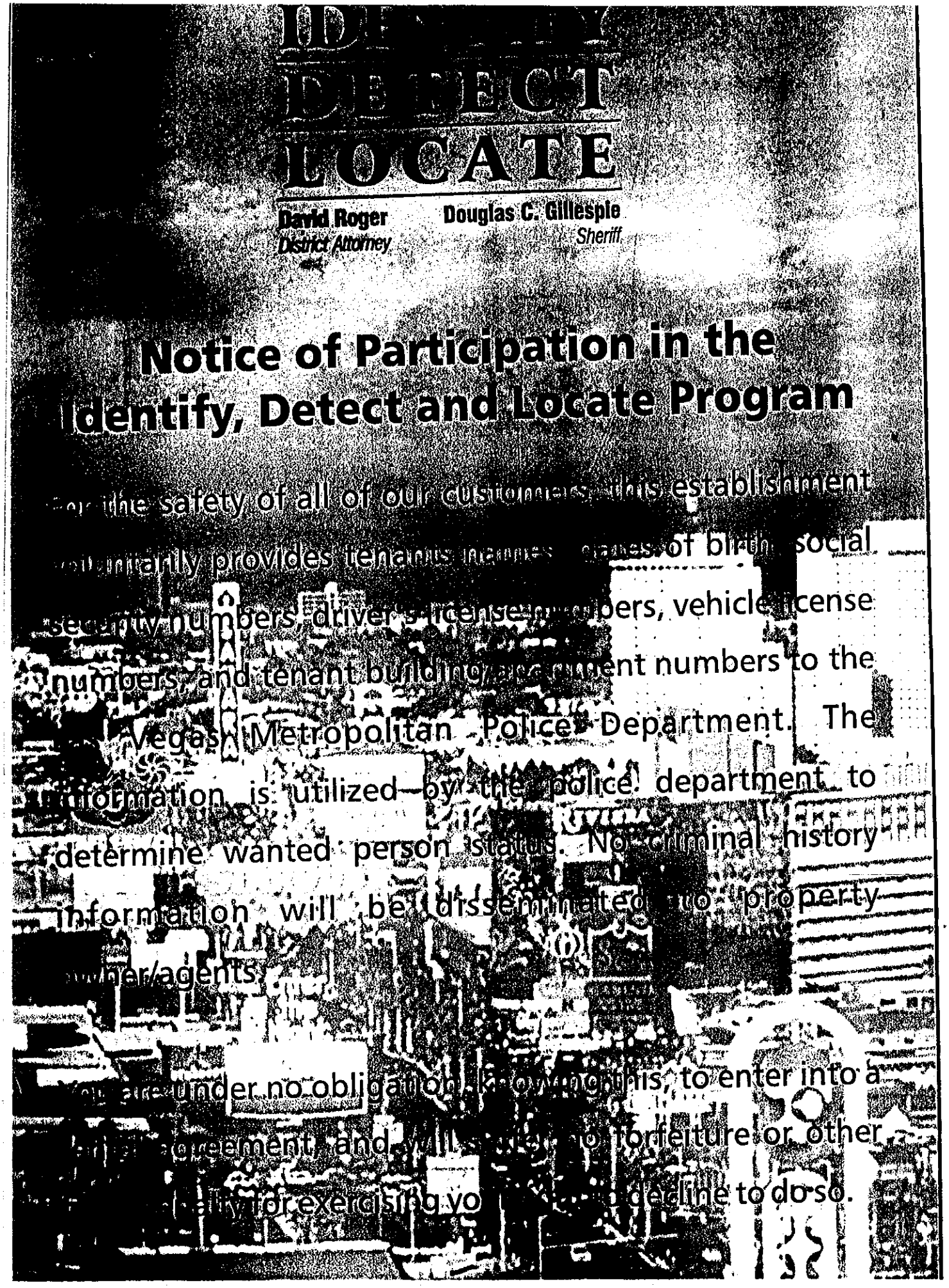
ROOM | NAME

THIS IS YOUR RECEIPT

ROOM	RATE	DATE	AMT PAID	RECEIVED BY
115	50	2-9-9	50	H.W

THANK YOU

*NO K.O.


IDENTIFY
DETECT
LOCATE
David Roger
District Attorney
Douglas C. Gillespie
Sheriff
Notice of Participation in the
Identify, Detect and Locate Program
For the safety of all of our customers, this establishment
voluntarily provides tenants names, dates of birth, social
security numbers, driver's license numbers, vehicle license
numbers, and tenant building apartment numbers to the
Las Vegas Metropolitan Police Department. The
information is utilized by the police department to
determine wanted person status. No criminal history
information will be disseminated to property
owner/agents.
You are under no obligation to know of this, to enter into a
agreement, and will suffer no forfeiture or other
penalty for exercising yo decline to do so.

DATE: June 18-2009 Page 1 of 1

TO: Las Vegas Metropolitan Police Department

FROM: Safari Motel, 2001 E. Freemont St.

RE: letter of abatement case # 090606-2743

2009 JUN 19 A 8:54 CLERK

To whome it may concern:

Concerning the tenant James Brownridge envolving room # 118 And this tenant. On June 6, 2009 the metropolitan SWAT team served a warrant on room # 118 and found a female in this room with drugs. She was arrested for this incident and removed. At this time the registered tenant was not present. It was approximately 9:00 pm. The motel management had no knowledge of any illegal activities in any rooms at any time.

The registered tenent had been run through the Identify, Detect, and Locate (I.D.L.) program three times previous to this incident with no return response. We thought we had a good tenant.

We immediately evicted this tenant from room # 118. We hope this will take care of this issue, sincerly Safari Motel.

cc:

mmostd2

Owner: Harold Sweet Jr. June 18, 2009

Harold Sweet Jr. Date

cc: copies of IDL.

Copy of Registration card and Identification

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 22, 2009

CERTIFIED & REGULAR MAIL

Harold Sweet
2001 Fremont Street
Las Vegas, NV 89101

Re: Appeal of the Notice and Declaration of Chronic Nuisance for property located at 2001 Fremont Street, Unit #118

Dear Mr. Sweet:

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 15th day of July, 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 June 19, 2009, requesting the same, concerning the Notice and Declaration of Chronic Nuisance for property located at 2001 Fremont Street.

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

BKB/vwd

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Heidi Almase, 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

Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 901 West McWilliams Avenue, Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 West McWilliams Avenue in the amount of $46,613.60 (General Fund). PROPERTY OWNER: MOULIN ROUGE PROPERTIES, LLC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $46,613.60
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services had Basch Construction Company conduct an emergency boarding in accordance to Title 9.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include two invoices in the amount of $11,160 and $23,064 for Basch Construction Company services in addition to other fees assessed for a total of $46,613.60.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Detail Listing of Properties
3. Location Maps
4. Report of Expenses
5. Notice of Public Hearing
6. Copy of the Notice and Claim of Liens
7. Notice of Entry of Order, of Debtor's Default and of Relief from Automatic Stay
8. Rescheduled Hearing Notification

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 15, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM: Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 West McWilliams Avenue in the amount of $46,613.60 (General Fund).
PROPERTY OWNER: MOULIN ROUGE PROPERTIES LLC – Ward 5 (Barlow).

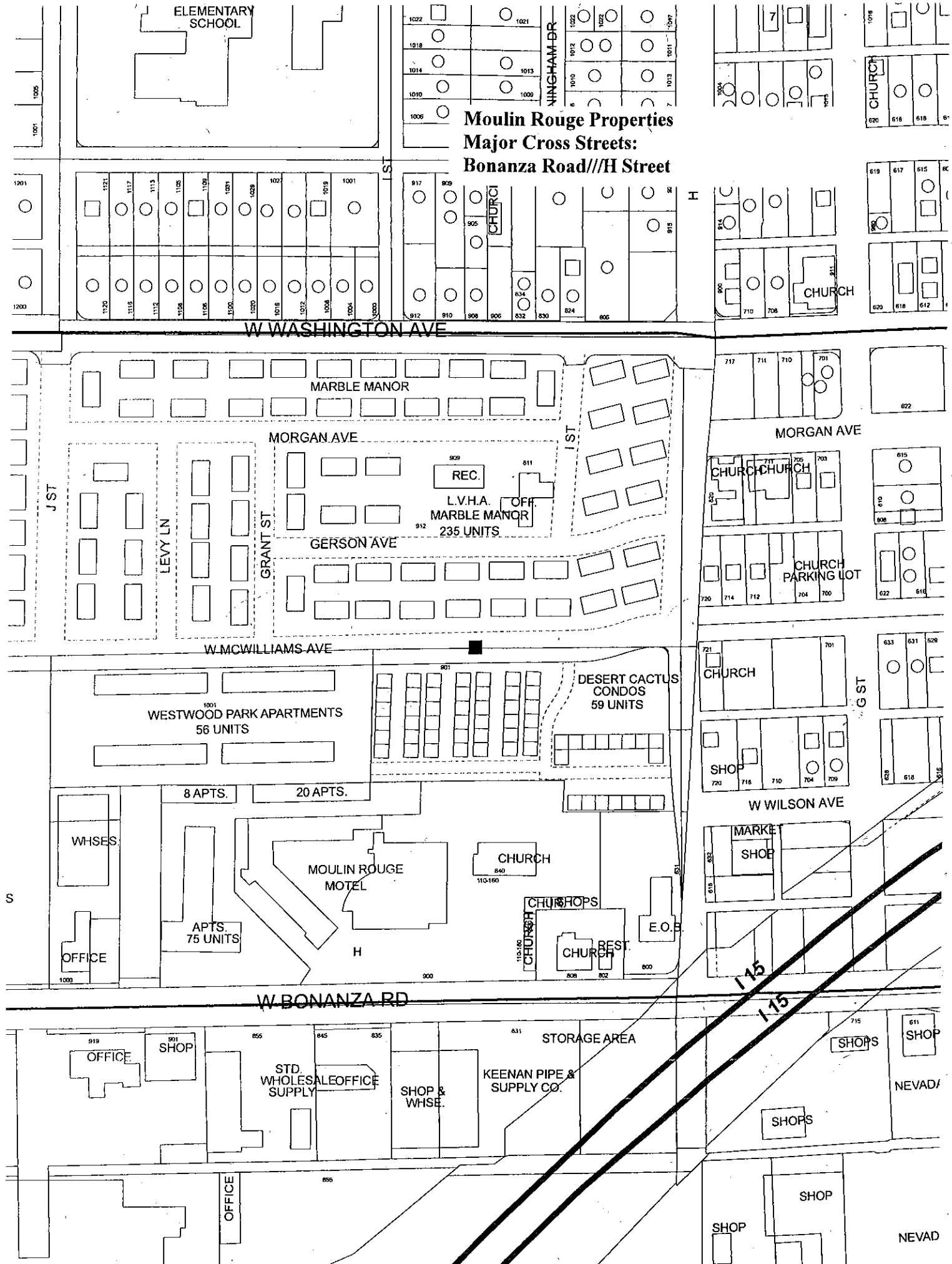
Basch Construction Company completed emergency boarding on September 10, 2008 in the amount of $34,224; boarded building certificate fees in the amount of $5,600 ; $1,656 in reinspection fees (w/late fees); plus a 15% administrative fee, for a total of $46,613.60.

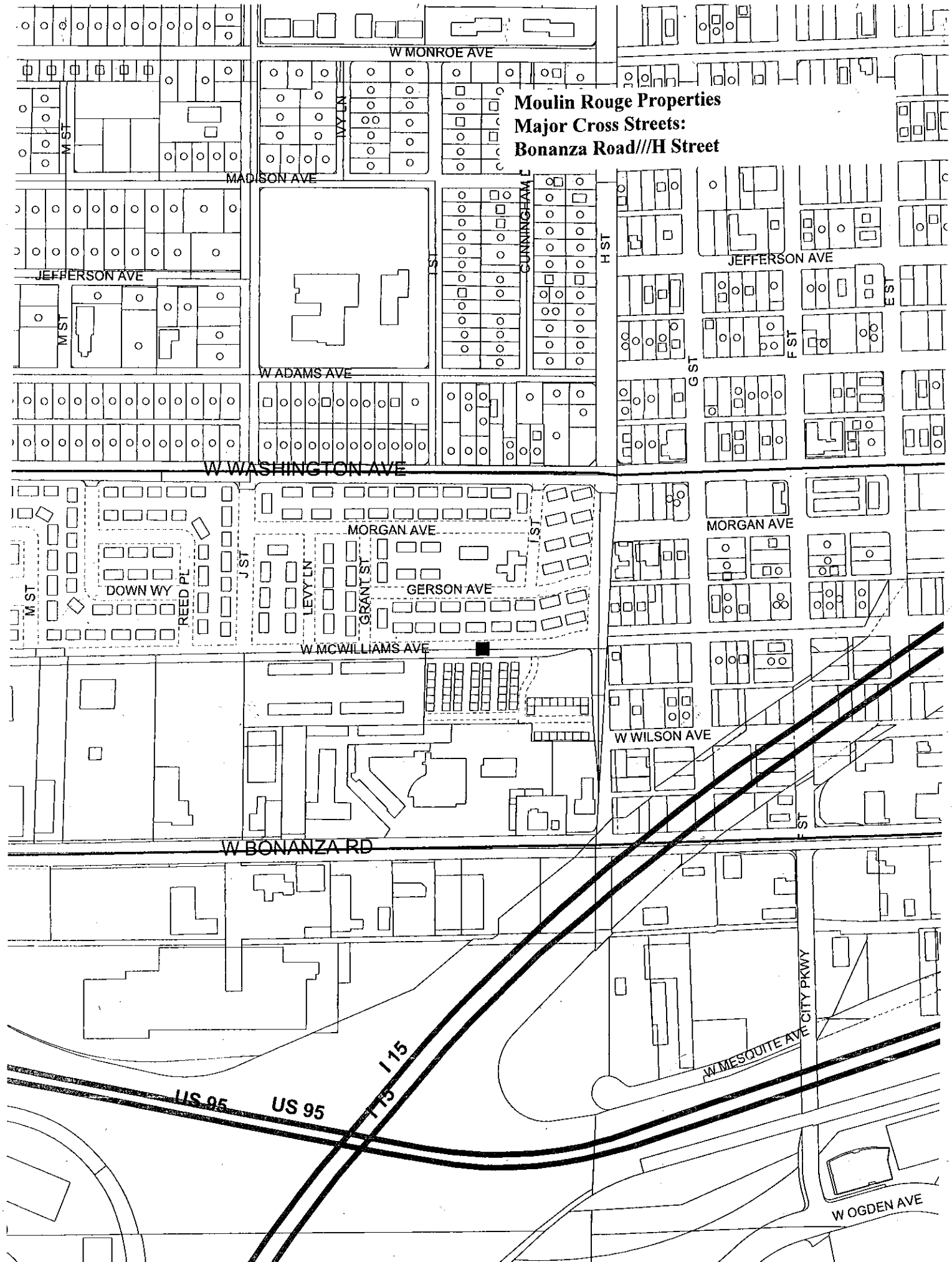
Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Address	Unit	Owner	Case	Parcel	Status	Abate	Insp Fees/w late fees	Civil Penalty Fees	Daily CP Fees	Lien	Lien w/daily
901 W. McWilliams Avenue	106	Moulin Rouge Properties	69289	139-28-711-001		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	105	Moulin Rouge Properties	69330	139-28-711-002	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	104	Moulin Rouge Properties	69286	139-28-711-003		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	103	Moulin Rouge Properties	69285	139-28-711-004		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	102	Moulin Rouge Properties	69284	139-28-711-005		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	101	Moulin Rouge Properties	69283	139-28-711-006		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	201	Moulin Rouge Properties	69287	139-28-711-007		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	202	Moulin Rouge Properties	69288	139-28-711-008		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	203	Moulin Rouge Properties	69332	139-28-711-009	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	204	Moulin Rouge Properties	69331	139-28-711-010	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	205	Moulin Rouge Properties	69290	139-28-711-011		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	206	Moulin Rouge Properties	69291	139-28-711-012		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	306	Moulin Rouge Properties	69297	139-28-711-013		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	305	Moulin Rouge Properties	69296	139-28-711-014		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	304	Moulin Rouge Properties	69295	139-28-711-015		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	303	Moulin Rouge Properties	69294	139-28-711-016		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	302	Moulin Rouge Properties	69293	139-28-711-017		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	301	Moulin Rouge Properties	69292	139-28-711-018		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	401	Moulin Rouge Properties	69298	139-28-711-019		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	402	Moulin Rouge Properties	69299	139-28-711-020		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	403	Moulin Rouge Properties	69300	139-28-711-021		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	404	Moulin Rouge Properties	69333	139-28-711-022	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	405	Moulin Rouge Properties	69301	139-28-711-023		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	406	Moulin Rouge Properties	69302	139-28-711-024		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	506	Moulin Rouge Properties	69334	139-28-711-025	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	505	Moulin Rouge Properties	69307	139-28-711-026		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	504	Moulin Rouge Properties	69306	139-28-711-027		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	503	Moulin Rouge Properties	69305	139-28-711-028		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	502	Moulin Rouge Properties	69304	139-28-711-029		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	501	Moulin Rouge Properties	69303	139-28-711-030		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	601	Moulin Rouge Properties	69308	139-28-711-031		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	602	Moulin Rouge Properties	69309	139-28-711-032		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	603	Moulin Rouge Properties	69310	139-28-711-033		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	604	Moulin Rouge Properties	69311	139-28-711-034		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	605	Moulin Rouge Properties	69312	139-28-711-035		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	606	Moulin Rouge Properties	69313	139-28-711-036		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	706	Moulin Rouge Properties	69318	139-28-711-037		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	705	Moulin Rouge Properties	69317	139-28-711-038		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	704	Moulin Rouge Properties	69316	139-28-711-039		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	703	Moulin Rouge Properties	69335	139-28-711-040	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	702	Moulin Rouge Properties	69315	139-28-711-041		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	701	Moulin Rouge Properties	69314	139-28-711-042		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	801	Moulin Rouge Properties	69319	139-28-711-043		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	802	Moulin Rouge Properties	69336	139-28-711-044	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	803	Moulin Rouge Properties	69320	139-28-711-045		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	804	Moulin Rouge Properties	69337	139-28-711-046	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	805	Moulin Rouge Properties	69338	139-28-711-047	Occupied	$ -	$ -	$ -	$ -	$ -	$ -

901 W. McWilliams Avenue	806	**Moulin Rouge Properties**	69321	**139-28-711-048**		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	807	**Moulin Rouge Properties**	69465	**139-28-711-049**	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	808	**Moulin Rouge Properties**	69323	**139-28-711-050**		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	809	**Moulin Rouge Properties**	69324	**139-28-711-051**		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	810	**Moulin Rouge Properties**	69325	**139-28-711-052**		$ 855.60	$ -	$ -	$ -	$ 855.60	$ 855.60
901 W. McWilliams Avenue	901	**Moulin Rouge Properties**	69466	**139-28-711-053**	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	902	**Moulin Rouge Properties**	96327	**139-28-711-054**		$ 1,180.60	$ -	$ -	$ -	$ 1,180.60	$ 1,180.60
901 W. McWilliams Avenue	903	**Moulin Rouge Properties**	69326	**139-28-711-055**		$ 1,180.60	$ -	$ -	$ -	$ 1,180.60	$ 1,180.60
901 W. McWilliams Avenue	904	**Moulin Rouge Properties**	69328	**139-28-711-056**		$ 1,180.60	$ -	$ -	$ -	$ 1,180.60	$ 1,180.60
901 W. McWilliams Avenue	905	**Moulin Rouge Properties**	69354	**139-28-711-057**	Occupied	$ -	$ -	$ -	$ -	$ -	$ -
901 W. McWilliams Avenue	906	**Moulin Rouge Properties**	69329	**139-28-711-058**		$ 1,180.60	$ -	$ -	$ -	$ 1,180.60	$ 1,180.60
901 W. McWilliams Avenue	907	**Moulin Rouge Properties**	69322	**139-28-711-059**		$ 325.00	$ -	$ -	$ -	$ 325.00	$ 325.00
1001 W. McWilliams Avenue		**Moulin Rouge Properties**	69582	**139-28-703-005**		$ 1,700.00	$ -	$ -	$ -	$ 1,700.00	$ 1,700.00
901 W. McWilliams Avenue	103	**Moulin Rouge Properties**	49702	**139-28-711-004**		$ 325.00	$ 120.00	$ -	$ -	$ 445.00	$ 445.00
901 W. McWilliams Avenue	104	**Moulin Rouge Properties**	49716	**139-28-711-003**		$ 325.00	$ 120.00	$ -	$ -	$ 445.00	$ 445.00
901 W. McWilliams Avenue	201	**Moulin Rouge Properties**	49720	**139-28-711-007**		$ 325.00	$ 132.00	$ -	$ -	$ 457.00	$ 457.00
901 W. McWilliams Avenue	202	**Moulin Rouge Properties**	49722	**139-28-711-008**		$ 325.00	$ 132.00	$ -	$ -	$ 457.00	$ 457.00
901 W. McWilliams Avenue	205	**Moulin Rouge Properties**	49723	**139-28-711-011**		$ 325.00	$ 132.00	$ -	$ -	$ 457.00	$ 457.00
901 W. McWilliams Avenue	306	**Moulin Rouge Properties**	49724	**139-28-711-013**		$ -	$ 120.00	$ -	$ -	$ 120.00	$ 120.00
901 W. McWilliams Avenue	401	**Moulin Rouge Properties**	49725	**139-28-711-019**		$ 325.00	$ 132.00	$ -	$ -	$ 457.00	$ 457.00
901 W. McWilliams Avenue	404	**Moulin Rouge Properties**	49728	**139-28-711-022**		$ -	$ 132.00	$ -	$ -	$ 132.00	$ 132.00
901 W. McWilliams Avenue	406	**Moulin Rouge Properties**	49730	**139-28-711-024**		$ -	$ 132.00	$ -	$ -	$ 132.00	$ 132.00
901 W. McWilliams Avenue	502	**Moulin Rouge Properties**	49732	**139-28-711-029**		$ -	$ 120.00	$ -	$ -	$ 120.00	$ 120.00
901 W. McWilliams Avenue	601	**Moulin Rouge Properties**	49733	**139-28-711-031**		$ -	$ 132.00	$ -	$ -	$ 132.00	$ 132.00
901 W. McWilliams Avenue	802	**Moulin Rouge Properties**	49735	**139-28-711-044**		$ 325.00	$ 132.00	$ -	$ -	$ 457.00	$ 457.00
901 W. McWilliams Avenue	605	**Moulin Rouge Properties**	49741	**139-28-711-035**		$ -	$ 120.00	$ -	$ -	$ 120.00	$ 120.00
TOTAL:						**$ 44,957.60**	**$ 1,656.00**	$ -	$ -	**$ 46,613.60**	**$ 46,613.60**
										$ 46,613.60	**$ 46,613.60**


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
ELEMENTARY SCHOOL
W WASHINGTON AVE
MARBLE MANOR
MORGAN AVE
REC.
L.V.H.A.
MARBLE MANOR
235 UNITS
OFF.
GERSON AVE
J ST
I ST
H
LEVY LN
GRANT ST
W MCWILLIAMS AVE
WESTWOOD PARK APARTMENTS
56 UNITS
DESERT CACTUS
CONDOS
59 UNITS
8 APTS.
20 APTS.
WHSES.
MOULIN ROUGE
MOTEL
CHURCH
SHOPS
REST.
E.O.B.
APTS.
75 UNITS
OFFICE
W BONANZA RD
I 15
I 15
STORAGE AREA
OFFICE
SHOP
STD.
WHOLESALE
OFFICE
SUPPLY
SHOP &
WHSE.
KEENAN PIPE &
SUPPLY CO.
CHURCH PARKING LOT
G ST
W WILSON AVE
MARKET
SHOP
SHOPS
NEVAD


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
W MONROE AVE
MADISON AVE
JEFFERSON AVE
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
GERSON AVE
W MCWILLIAMS AVE
W WILSON AVE
W BONANZA RD
W MESQUITE AVE
W OGDEN AVE
M ST
IVY LN
I ST
CUNNINGHAM LN
H ST
G ST
F ST
E ST
J ST
DOWN WY
REED PL
LEVY LN
GRANT ST
CITY PKWY
US 95
I 15

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 30, 2009

Re: Report of Expenses for the fees assessed on Vacant Abandoned Building located at 901 W. McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 W. McWilliams Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance 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.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services started assessing fees accordingly.

Contract Amount Breakdown:	
Emergency Boarding Abatement:	$34,224.00
15% Administrative Fee:	$5,133.60
Boarded Building Certificate Fees:	$5,600.00
Reinspection Fees (w/late fees):	$1,656.00
Civil Penalties:	$0
Payment	$0
TOTAL AMOUNT DUE:	**$46,613.60**
OWNER OF RECORD:	MOULIN ROUGE PROPERTIES LLC
PROPERTY ABATED:	901 W. McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 W. McWilliams Avenue
LEGAL DESCRIPTION:	
1001 W. McWilliams Avenue – Parcel 139-28-703-005	PT NE4 SE4 SEC 28 20 61
901 W. McWilliams Avenue:	DESERT CACTUS
Parcel:	PLAT BOOK 28 PAGE 76
139-28-711-006	UNIT 101 BLDG 1
139-28-711-005	UNIT 102 BLDG 1
139-28-711-004	UNIT 103 BLDG 1
139-28-711-003	UNIT 104 BLDG 1
139-28-711-001	UNIT 106 BLDG 1
139-28-711-007	UNIT 201 BLDG 2

139-28-711-008	UNIT 202 BLDG 2
139-28-711-011	UNIT 205 BLDG 2
139-28-711-012	UNIT 206 BLDG 2
139-28-711-018	UNIT 301 BLDG 3
139-28-711-017	UNIT 302 BLDG 3
139-28-711-016	UNIT 303 BLDG 3
139-28-711-015	UNIT 304 BLDG 3
139-28-711-014	UNIT 305 BLDG 3
139-28-711-013	UNIT 306 BLDG 3
139-28-711-019	UNIT 401 BLDG 4
139-28-711-020	UNIT 402 BLDG 4
139-28-711-021	UNIT 403 BLDG 4
139-28-711-022	UNIT 404 BLDG 4
139-28-711-023	UNIT 405 BLDG 4
139-28-711-024	UNIT 406 BLDG 4
139-28-711-030	UNIT 501 BLDG 5
139-28-711-029	UNIT 502 BLDG 5
139-28-711-028	UNIT 503 BLDG 5
139-28-711-027	UNIT 504 BLDG 5
139-28-711-026	UNIT 505 BLDG 5
139-28-711-031	UNIT 601 BLDG 6
139-28-711-032	UNIT 602 BLDG 6
139-28-711-033	UNIT 603 BLDG 6
139-28-711-034	UNIT 604 BLDG 6
139-28-711-035	UNIT 605 BLDG 6
139-28-711-036	UNIT 606 BLDG 6
139-28-711-042	UNIT 701 BLDG 7
139-28-711-041	UNIT 702 BLDG 7
139-28-711-039	UNIT 704 BLDG 7
139-28-711-038	UNIT 705 BLDG 7
139-28-711-037	UNIT 706 BLDG 7
139-28-711-043	UNIT 801 BLDG 8
139-28-711-044	UNIT 802 BLDG 8
139-28-711-045	UNIT 803 BLDG 8
139-28-711-048	UNIT 806 BLDG 8
139-28-711-050	UNIT 808 BLDG 8
139-28-711-051	UNIT 809 BLDG 8
139-28-711-052	UNIT 810 BLDG 8
139-28-711-054	UNIT 902 BLDG 9
139-28-711-055	UNIT 903 BLDG 9
139-28-711-056	UNIT 904 BLDG 9
139-28-711-058	UNIT 906 BLDG 9
139-28-711-059	UNIT 907 BLDG 9

DSS:jl

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 20, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 20, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907 and 1001 West McWilliams Avenue**. The Director of Neighborhood Services certifies that the sum of $46,613.60 was expended. Owner of record at time of abatement: **MOULIN ROUGE PROPERTIES, LLC – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

APN 139-28-711-042

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-042**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 701 BLDG 7

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69314**

APN 139-28-711-041

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-041**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 702 BLDG 7

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69315**

APN 139-28-711-039

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-039**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 704 BLDG 7

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69316**

APN 139-28-711-038

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-038**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 705 BLDG 7

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69317**

APN 139-28-711-037

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-037**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 706 BLDG 7

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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400 Stewart Avenue
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STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69318**

APN 139-28-711-043

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-043**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 801 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69319**

APN 139-28-711-045

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-045**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 803 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69320**

APN 139-28-711-048

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-048**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 806 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69321**

APN 139-28-711-059

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-059**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 907 BLDG 9

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$325** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$325**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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_____
BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69322**

APN 139-28-711-050

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-050**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 808 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69323**

APN 139-28-711-051

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-051**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 809 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69324**

APN 139-28-711-052

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-052**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 810 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69325**

APN 139-28-711-055

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-055**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 903 BLDG 9

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,180.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$1,180.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69326**

APN 139-28-711-056

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-056**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 904 BLDG 9

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,180.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$1,180.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69328**

APN 139-28-711-058

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-058**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 906 BLDG 9

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,180.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$1,180.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69329**

APN 139-28-711-054

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-054**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 902 BLDG 9

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,180.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$1,180.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 96327**

APN 139-28-703-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-703-005**
Commonly known as: **1001 W. McWilliams Avenue**
Legal Description: **PT NE4 SE4 SEC 28 20 61**

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,700** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$1,700**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69582**

APN 139-28-711-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-004**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 103 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$445** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$445**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49702**

APN 139-28-711-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-003**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 104 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$445** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$445**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49716**

APN 139-28-711-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-007**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 201 BLDG 2

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$457** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$457**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49720**

APN 139-28-711-008

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-008**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 202 BLDG 2

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$457** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$457**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49722**

APN 139-28-711-011

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-011**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 205 BLDG 2

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$457** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$457**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49723**

APN 139-28-711-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-013**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 306 BLDG 3

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$120** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$120**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
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_____
BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49724**

APN 139-28-711-019

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-019**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 401 BLDG 4

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$457** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$457**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49725**

APN 139-28-711-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-022**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 404 BLDG 4

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$132** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$132**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49728**

APN 139-28-711-024

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-024**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 406 BLDG 4

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$132** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$132**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49730**

APN 139-28-711-029

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-029**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 502 BLDG 5

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$120** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$120**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49732**

APN 139-28-711-031

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-031**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 601 BLDG 6

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$132**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49733**

APN 139-28-711-044

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-044**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 802 BLDG 8

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$457** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$457**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49735**

APN 139-28-711-035

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-035**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 605 BLDG 6

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Expenses costs and fees in the amount of **$120** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$120**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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COUNTY OF CLARK)

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Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 49741**

APN 139-28-711-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-006**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 101 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
)
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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69283**

APN 139-28-711-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-005**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 102 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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STATE OF NEVADA)
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Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69284**

APN 139-28-711-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-004**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 103 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69285**

APN 139-28-711-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-003**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 104 BLDG 1

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69286**

APN 139-28-711-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-007**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 201 BLDG 2

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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STATE OF NEVADA)
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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69287**

APN 139-28-711-008

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-008**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 202 BLDG 2

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Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
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BEVERLY BRIDGES, CMC, City Clerk

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69288**

APN 139-28-711-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-001**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 106 BLDG 1

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BEVERLY BRIDGES, CMC, City Clerk

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69289**

APN 139-28-711-011

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-011**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 205 BLDG 2

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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Subscribed and sworn to before me this ____ day of May, 2009

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69290**

APN 139-28-711-012

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-012**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 206 BLDG 2

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69291**

APN 139-28-711-018

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-018**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 301 BLDG 3

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69292**

APN 139-28-711-017

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-017**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 302 BLDG 3

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69293**

APN 139-28-711-016

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-016**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 303 BLDG 3

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STATE OF NEVADA)
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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69294**

APN 139-28-711-015

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-015**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 304 BLDG 3

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STATE OF NEVADA)
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Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69295**

APN 139-28-711-014

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-014**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 305 BLDG 3

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STATE OF NEVADA)
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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69296**

APN 139-28-711-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-013**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 306 BLDG 3

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WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69297**

APN 139-28-711-019

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-019**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 401 BLDG 4

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BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69298**

APN 139-28-711-020

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-020**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 402 BLDG 4

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STATE OF NEVADA)
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BEVERLY BRIDGES, CMC, City Clerk

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69299**

APN 139-28-711-021

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-021**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 403 BLDG 4

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Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
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COUNTY OF CLARK)

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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69300**

APN 139-28-711-023

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-023**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 405 BLDG 4

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400 Stewart Avenue
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STATE OF NEVADA)
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BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69301**

APN 139-28-711-024

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-024**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 406 BLDG 4

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STATE OF NEVADA)
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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69302**

APN 139-28-711-030

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-030**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 501 BLDG 5

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69303**

APN 139-28-711-029

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-029**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 502 BLDG 5

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WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69304**

APN 139-28-711-028

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-028**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 503 BLDG 5

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69305**

APN 139-28-711-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-027**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 504 BLDG 5

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69306**

APN 139-28-711-026

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-026**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 505 BLDG 5

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Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69307**

APN 139-28-711-031

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-031**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 601 BLDG 6

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STATE OF NEVADA)
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COUNTY OF CLARK)

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69308**

APN 139-28-711-032

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-032**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 602 BLDG 6

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WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69309**

APN 139-28-711-033

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-033**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 603 BLDG 6

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All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69310**

APN 139-28-711-034

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-034**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 604 BLDG 6

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69311**

APN 139-28-711-035

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-035**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 605 BLDG 6

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69312**

APN 139-28-711-036

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MOULIN ROUGE PROPERTIES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-28-711-036**
Commonly known as:	**901 W. McWilliams Avenue**
Legal Description:	**DESERT CACTUS**
	PLAT BOOK 28 PAGE 76
	UNIT 606 BLDG 6

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$855.60** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **May 20, 2009** ordered the above charges in the amount of **$855.60**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69313**

FILED ELECTRONICALLY April 27, 2009

Robert R. Kinas (Nevada Bar No. 6019)
Claire Y. Dossier (Nevada Bar No. 10030)
Nishat Baig (Nevada Bar No. 11047)
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
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nbaig@swlaw.com

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Facsimile: (801) 257-1800
Email: dleta@swlaw.com
(Pro Hac Vice)

Dillon E. Jackson
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Seattle, WA 98101-3299
Phone: 206-447-8962
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Fax: 206-749-1959
jackd@foster.com
(Pro Hac Vice)

Attorneys for Olympic Coast Investment, Inc. and Las Vegas Apartment Lenders, L.L.C.

Snell & Wilmer L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702)784-5200

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re: MOULIN ROUGE PROPERTIES, LLC, Debtor.	Case No.: 08-23629-mkn Chapter 11 **NOTICE OF ENTRY OF ORDER, OF DEBTOR'S DEFAULT AND OF RELIEF FROM AUTOMATIC STAY**
OLYMPIC COAST INVESTMENT, INC. AND LAS VEGAS APARTMENT LENDER, L.L.C., Movant, v. MOULIN ROUGE PROPERTIES, LLC, Respondent.	

To Whom It May Concern:

PLEASE TAKE NOTICE that:

1. On March 27, 2009, [Doc. No. 78] the Court entered its "*Order Approving Stipulation Modifying Automatic Stay,*" (the "**Order**") a copy of which is attached hereto as Exhibit "A."

2. The Order is final and nonappealable.

3. The Debtor defaulted and breached its obligations to the Moving Parties under paragraph 3 of the Order.

4. Pursuant to the Order, and upon the Debtor's default, the Moving Parties have commenced a foreclosure of the real property that is the subject of the Order.

5. Copies of the Notices of Sale respecting the real property are attached hereto as Exhibits "B" and "C."

6. The amounts necessary to payoff the obligations to the Moving Parties in connection with the real property are shown on Exhibit "D," provided, however, that additional fees and costs have accrued, and will continue to accrue, in addition to the amounts reflected in the Exhibit.

Dated this 27th day of April, 2009.

/s/ David E. Leta
David E. Leta, Esq.

Snell & Wilmer L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702)784-5200

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of April, 2009, I caused true and correct copies of the foregoing to be served via the following means on the date specified to the persons as listed below:

VIA ECF:

Damon K. Dias
ddias@diaslawgroup.com
bankruptcy@diaslawgroup.com

Dillon E. Jackson
jackd@foster.com

Robert R. Kinas
rkinas@swlaw.com
jmcbee@swlaw.com
jmath@swlaw.com
mfull@swlaw.com
cdossier@swlaw.com
lvdocket@mindspring.com
vcampbell@swlaw.com
nbaig@swlaw.com

Robert E. McPeak
mcpeak@ballardspahr.com
koronac@ballardspahr.com
nashk@ballardspahr.com

Robert Spear
rspear@spearlegal.com
assistant@spearlegal.com

U.S. Trustee – LV – 11
USTPRegion17.lv.ecf@usdoj.gov

Dean C. Waldt
waldt@ballardspahr.com
direnzop@balalrdspahr.com

VIA U.S. MAIL, FIRST CLASS POSTAGE PREPAID:

Cristina Evans
2655 S. Rainbow Blvd., Suite 300
Las Vegas, NV 89146

Dillon E. Jackson
111 3rd Ave., #3400
Seattle, WA 98101

Snell & Wilmer L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702)784-5200

and via U.S. Mail, First Class Postage Prepaid, to the parties listed on the mailing matrix in the above case, attached hereto as **Exhibit 1.**

/s/ David E. Leta

Snell & Wilmer
L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702)784-5200

EXHIBIT 1

Label Matrix for local noticing
0978-2
Case 08-23629-mkn
District of Nevada
Las Vegas
Fri Apr 24 10:50:51 PDT 2009

LAS VEGAS APARTMENT LENDERS, L.L.C.
C/O SNELL & WILMER L.L.P.
ATTN: ROB KINAS, ESQ.
3883 HOWARD HUGHES PKWY
SUITE 1100
LAS VEGAS, NV 89169-0965

MOULIN ROUGE PROPERTIES, LLC
800 W. BONANZA ROAD
LAS VEGAS, NV 89106-3525

OFFICIAL COMMITTEE OF UNSECURED CREDITORS
c/o E. Robert Spear, PC
818 Gass Avenue
Las Vegas, NV 89101-7023

OLYMPIC COAST INVESTMENT, INC.
C/O SNELL & WILMER L.L.P
ATTN: ROB KINAS, ESQ.
3883 HOWARD HUGHES PKWY
SUITE 1100
LAS VEGAS, NV 89169-0965

Republic Moulin Rouge LLC
c/o Ballard Spahr
100 North City Parkway
Suite 1750
Las Vegas, NV 89106-4617

United States Bankruptcy Court
300 Las Vegas Blvd., South
Las Vegas, NV 89101-5833

American Lending Services
7251 West Lake Mead Blvd.
Las Vegas, NV 89128-8351

CAPSOURCE, INC.
MCCONNELL LAW GROUPT, LTD
1540 W. WARM SPRINGS RD #110
HENDERSON, NV 89014-4336

CLARK COUNTY TREASURER
500 S GRAND CENTRAL PKWY
PO BOX 551220
LAS VEGAS, NV 89155-1220

Cap Source Weststar Loan Servicing Corp.
Acct No xx256-0
2450 St. Rose Parkway
Suite #210
Henderson, NV 89074-7770

DAISY B. DILLARD, SUCCESSOR TO JOHN DILLARD
c/o G. MARK ALBRIGHT, ESQ.
ALBRIGHT, STODDARD, WARNICK & ALBRIGHT
801 SOUTH RANCHO DRIVE, BLDG. D
LAS VEGAS, NEVADA 89106-3854

Darryl Smith
8809 Barium Rock Avenue
Las Vegas, NV 89143-1370

Deborah and Larry Collins
2618 Brewton Court
Clearwater, FL 33761-1207

Dulaney Hill
19803 Hamilton Avenue
Torrance, CA 90502-1341

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 21126
PHILADELPHIA PA 19114-0326

JOHN HOSS
OLYMPIC COAST INVESTMENT, INC
801 SECOND AVE, STE 315
SEATTLE, WA 98104-1512

Jack Gardner
19803 Hamilton Ave
Torrance, CA 90502-1341

John Dillard
19122 Pricetown Ave
Carson, CA 90746-2674

John Whisenant
205A Avenue 1
Suite 14
Redondo Beach, CA 90277

Joseph Avery
19126 Princetown Ave
Carson, CA 90746-2674

Kenneth Black
5795 Roger Street
Las Vegas, NV 89118-3098

LAS VEGAS APARTMENT LENDERS, L.L.C.
C/O SNELL & WILMER L.L.P.
ATTN: ROBERT KINAS, ESQ.
3883 HOWARD HUGHES PKWY #1100
LAS VEGAS, NV 89169-0965

LAS VEGAS APARTMENT LENDERS, LLC
JOHN HOSS
OLYMPIC COAST INVESTMENT, INC
801 SECOND AVE, STE 315
SEATTLE, WA 98104-1512

LLOYD J. JORDAN
264 G ST SW
WASHINGTON DC 20024-4336

Mark Isles
645 E. 116th Place
Los Angeles, CA 90059-2311

Merilyn Bush
831 W. 133rd Street
Gardena, CA 90247-1719

Michael Glenn
10762 W. 167th Street
Orland Park, IL 60467-5434

Mike Sirotka
14025 E. Lupine Avenue
Scottsdale, AZ 85259-3796

Moulin Rouge Properties, LLC
800 W. Bonanza
Las Vegas, NV 89106-3525

OLYMPIC COAST INVESTMENT, INC.
C/O SNELL & WILMER L.L.P.
ATTN: ROBERT KINAS, ESQ.
3883 HOWARD HUGHES PKWY #1100
LAS VEGAS, NV 89169-0965

Olympic Coast Investments
Acct No x6067
801 2nd Avenue
Suite 315
Seattle, WA 98104-1512

RAYMOND F. WILLIAMS
c/o Jeffrey J. Steffen
Fennemore Craig, P.C.
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101-6021

REPUBLIC MOULIN ROUGE, LLC
DAVID PORTER/URBAN PROPERTIES
10340 DEMOCRACY LN #101
FAIRFAX, VA 22030-2518

Republic Moulin Rouge LLC
c/o Ballard Spahr
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617

Republic Urban Properties, LLC
10340 Democracy Lane
Suite 101
Fairfax, VA 22030-2518

Republic Urban Properties, LLC
3727 Buchanan Street
Suite 202
San Francisco, CA 94123-1779

SOCORRO KEENAN
C/O CRISTINA EVANS, ESQ
2655 S RAINBOW BLVD, STE 300
LAS VEGAS, NV 89146-5100

TJG
64 G Street SW
Washington, DC 20024-4301

TJG PROPERTIES LLC
264 G ST SW
WASHINGTON DC 20024-4336

Tanja Tyson
7834 Candle Lane
Houston, TX 77071-2114

U.S. TRUSTEE - LV - 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101-5803

Vernell Davis
3735 W. 59th Street
Los Angeles, CA 90043-2915

CRISTINA EVANS
2655 S. RAINBOW BLVD.
STE. 300
LAS VEGAS, NV 89146-5100

DAMON K. DIAS
DIAS LAW GROUP, LTD.
601 S. 6TH STREET
LAS VEGAS, NV 89101-6919

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

INTERNAL REVENUE SERVICE
110 CITY PARKWAY, MS 5028
LAS VEGAS, NV 89106

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)LAS VEGAS APARTMENT LENDERS,L.L.C.
C/O SNELL & WILMER L.L.P.
ATTN: ROBERT KINAS, ESQ.
3883 HOWARD HUGHES PKWY #1100
LAS VEGAS, NV 89169-0965

End of Label Matrix
Mailable recipients 44
Bypassed recipients 1
Total 45

EXHIBIT A

Entered on Docket
March 27, 2009

Hon. Mike K. Nakagawa
United States Bankruptcy Judge

Robert R. Kinas (Nevada Bar No. 6019)
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
Telephone: (702) 784-5200
Fax: (702) 784-5252
Email: rkinas@swlaw.com

Attorneys for Olympic Coast Investment, Inc. and Las Vegas Apartment Lenders, L.L.C.

Dillon E. Jackson
Washington Bar No. 1539
FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101-3299
Phone: 206-447-4400
Fax: 206-447-9700
E-mail: JackD@foster.com
Attorneys for Olympic Coast Investment, Inc. and Las Vegas Apartment Lenders, L.L.C.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	Case No.: 08-23629-MKN
	Chapter 11
MOULIN ROUGE PROPERTIES, LLC,	**Hearing Date: March 25, 2009** **Hearing Time: 11:00 a.m.**
Debtor.	

ORDER APPROVING STIPULATION MODIFYING AUTOMATIC STAY

This Matter Comes before the undersigned Judge of this Court on the Stipulation of the Parties as indicated by their counsels' subscription hereto and by the Motion of Olympic Coast

Investment, Inc., and Las Vegas Apartment Lenders, L.L.C, ("Moving Parties"), for Approval of Stipulation reached between the Moving Parties, the Debtor and Republic Moulin Rouge LLC, a junior lien creditor, after the Moving Parties filed a Motion for Immediate Relief from the Automatic Stay and at the hearing thereon on March 11. 2009 the parties announced and read into the record a Stipulation which Modifies the Automatic Stay, specifically providing as follows:

In order to resolve the Stay Relief Motion and, in part, the claims of Moving Parties, Debtor, Moulin Rouge Properties, LLC ("Debtor"), Secured Creditor, Republic Moulin Rouge LLC, ("Republic") and Moving Parties hereby stipulate and agree as reflected on their subscription hereto as follows:

1. The Motion for Approval is granted pursuant and subject to the following terms and conditions of this Order as agreed to between the Moving Parties and the Debtor and Republic.
2. The Moving Parties shall be granted relief from the automatic stay pursuant to Section 362(d) of the Bankruptcy Code effective at 11:59 pm on May 31, 2009 (the "Stay Relief Effective Date") unless prior to that time (a) Moving Parties are paid an amount which Moving Parties accept as satisfaction of their claims against the Debtor or (b) Moving Parties agree in writing to waive the Stay Relief Effective Date or (c) Moving Parties agree to extend the Stay Relief Effective Date to a later date by means of a subsequent stipulation agreed to by the Moving Parties and the Debtor and submitted to the Bankruptcy Court. or (d) the Stay Relief Effective Date is modified to an earlier date under the terms of this Stipulation based on the failure of the Debtor to make the April or May Installment Payment, as defined below.
3. On or before April 10, 2009, the Debtor shall pay the Moving Parties the sum of $250,000 (Two Hundred Fifty Thousand Dollars) to be applied by the Moving Parties to reduce the allowed secured claim of the Moving Parties under the terms of the Olympic Loan Documents and the LV Lenders Loan Documents (as defined in the Stay Relief Motion) (the " April Installment"). If the April Installment is not made as required, the Stay Relief Effective Date shall be modified to 11:59 pm on April 10, 2009.

4. On or before May 8, 2009, the Debtor shall pay the Moving Parties the sum of $250,000 (Two Hundred Fifty Thousand Dollars) to be applied by the Moving Parties to reduce the allowed secured claim of the Moving Parties under the terms of the Olympic Loan Documents and the LV Lenders Loan Documents (the "May Installment," and with the April Installment, the "Installment Payments"). If the May Installment is not made as required, the Stay Effective Date shall be modified to 11:59 pm on May 8, 2009.

5. Upon entry of this Order, relief from the automatic stay shall be granted to the Moving Parties without further notice or hearing required, to allow the Moving Parties under the terms of this Order to pursue any and all remedies available to them under the Olympic Loan Documents and the LV Lenders Loan Documents and applicable state law as of the Stay Relief Effective Date.

6. Olympic filed its secured claim on February 23, 2009 in the amount of $11,427,460.70. LV Investors filed its secured claim on February 23, 2009 in the amount of $10,639,176.21. Such amounts have increased from the calculation date indicated on the claims in accordance with the terms for the Loan Documents and will continue to accrue additional fees and interest until the Stay Relief Effective Date or date of payment in full. The Debtor agrees that the Moving Parties shall have allowed secured claims pursuant to Section 506(b) of the Bankruptcy Code in the total amounts indicated on the books and records of the Moving Parties as of the date of payment in full.. Debtor agrees it will not object to the amounts or secured status of such allowed secured claims. Debtor stipulates that such allowed secured claims shall include amounts due and owing under the Olympic Loan Documents and the LV Lenders Loan Documents for reasonable attorney fees. The Debtor agrees that attorney's fees are payable to the Moving Parties under their Loan Documents and that reasonable attorney's fees shall be those fees that have been actually paid or incurred by the Moving Parties. Debtor may request and receive a certification by counsel for the Moving Parties that such fees were or will be billed and submitted to the Moving Parties and are not subject to rebate, discount or reduction regardless of the outcome of the case. All such fees shall be paid in full

at time of payment in full. Republic agrees that it will not assert an objection in this case to the amount or secured status of the Moving Parties claims, including the asserted amount of attorneys fees.

7. Debtor and Republic waive any right to assert a right under any applicable law to claim that any payment provided for hereunder shall constitute a "cure" of defaults entitling a reduction or elimination of any default charges provided for under the Olympic Loan Documents and/or the LV Lenders Loan Documents.

8. Moving Parties may, in their sole and absolute discretion, modify any obligation of the Debtor or waive any default of the Debtor under this Stipulation, including but not limited to an extension of the Stay Relief Effective Date. Moving Parties may accept payment and/or satisfaction of their allowed secured claims in any form or amount acceptable to the Moving Parties in their sole discretion.

9. The Stay Relief Effective Date shall be effective immediately as of the dates set forth in this Stipulation and the ten (10) day stay period set forth in Fed. R. Bankr. P. 4001(c) shall be deemed waived.

The forgoing stipulation and modification of the Automatic Stay is Approved and the terms thereof shall be the Order of this Court.

###

Presented by:

FOSTER PEPPER PLLC

s/ Dillon E. Jackson

Dillon E. Jackson, WSBA #1539
Attorneys for Secured Creditors

So Stipulated and Approved For Entry

DIAS LAW GROUP LTD.

s/Damon K. Dias
By: _____
Damon K. Dias, Esq.
Nevada Bar No. 8999
601 South Sixth Street
Las Vegas, NV 89101

Attorney for Debtor
Moulin Rouge Properties, LLC

So Stipulated and Approved For Entry

FOSTER PEPPER PLLC

By: */s/ Dillon E. Jackson*
Dillon E. Jackson, Esq.
Admitted Pro Hac Vice
1111 Third Avenue, Suite 3400
Seattle, WA 98101-3299

Attorneys for Secured Creditor
Olympic Coast Investment, Inc. and Las Vegas Apartment Lenders, L.L.C.

So Stipulated and Approved For Entry

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

s/Dean C. Waldt
By: _____
David A. Barksdale, Esq.
Nevada Bar No. 4915
Robert E. McPeak, Esq.
Nevada Bar No. 8570
100 North City Parkway, Suite 1750
Las Vegas, NV 89106-4617

Dean C. Waldt, Esq.
(NJ SBN 34602)
Plaza 1000 - Suite 500
Main Street
Voorhees, NJ 08043-4636

Attorneys for Secured Creditor
Republic Moulin Rouge LLC

###

EXHIBIT B

20090414-0001439
Fee: $16.00 RPTT: $0.00
N/C Fee: $0.00
04/14/2009 10:01:43
T20090127152
Requestor:
STEWART LAS VEGAS SUNSET
Debbie Conway KXC
Clark County Recorder Pgs: 3

APN # 139-28-703-014

Recording Requested by:
1010417-FCL
STEWART TITLE OF NEVADA

Return To:

Name STEWART TITLE OF NEVADA HOLDINGS

Address 376 EAST WARM SPRINGS ROAD #190

City/State/Zip LAS VEGAS, NV 89119

NOTICE OF TRUSTEE'S SALE
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

NOTICE OF TRUSTEE'S SALE
NO. 1010417-FCL

On May 5, 2009 at 10:00 a.m., **STEWART TITLE OF NEVADA HOLDINGS, INC**, a Nevada Corporation, dba Stewart Title of Nevada-Las Vegas Division, as trustee under Deed of Trust dated November 20, 2006 executed by **MOULIN ROUGE PROPERTIES, LLC**, a Nevada limited liability company as Trustor, in favor of **OLYMPIC COAST INVESTMENT, INC**., a Washington corporation, as beneficiary and recorded November 27, 2006, in Book 20061127, as Instrument No. 1126 and re-recorded on January 25, 2007 in Book 20070125 as Document No. 4879, of Official Records, of Clark County, Nevada; and securing among other obligations, one note in the amount of $10,500,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiaries by reason of obligations secured by said Deed of Trust, including the breach or default, notice of which was recorded in the office of the County Recorder of Clark County, Nevada, by the beneficiary and the undersigned more than three months prior to the date hereof, will sell at public auction, to the highest bidder CASH, lawful money of the United States of America, at the front entrance of the Nevada Legal News, located at 930 So. Fourth Street, Las Vegas, Nevada 89101, all right, title and interest now held by it under said Deed of Trust in the property situate in the County of Clark, State of Nevada, described as follows:

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA THENCE NORTH 02°50'40" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER (SE COR.) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALLACE THEREON PETERSON ET UX, BY DEED RECORDED OCTOBER 11, 1944 AS DOCUMENT NO. 187391 OF SAID COUNTY RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 492.86 FEET; THENCE NORTH 44°18'00" EAST, A DISTANCE OF 40.65 FEET; THENCE NORTH 45°42'00" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 01°24'00" EAST, A DISTANCE OF 146.30 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 384.43 FEET; THENCE NORTH 00°42'00" WEST, A DISTANCE OF 66.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVVEYED TO DOUGLAS SPENCER AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 295.27 FEET; THENCE SOUTH 01°24'00" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 72.00 FEET TO A POINT LYING 150.00 FEET WEST OF THE WEST LINE OF "H" STREET AS DESCRIBED IN THE DEED BETWEEN LEROY CORPORATION AND THE CITY OF LAS VEGAS, RECORDED JUNE 21, 1963 AS DOCUMENT NO. 366484 OF OFFICIAL RECORDS; THENC SOUTH 01°24'30" EAST ALONG A LINE PARALLEL WITH AND DISTANT 150.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED "H" STREET, A DISTANCE OF 194.80 FEET; THENCE SOUTH 89°18'00" WEST ALONG THE LINE PARALLEL WITH AND DISTANCE 140.00 FEET FROM THE NORTH RIGHT-OF-WAY LINE OF BONANZA ROAD, A DISTANCE OF 140.82 FEET TO THE NORTHEAST CORNER (NE COR.) OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED BY DOCUMENT NO. 187391; THENCE SOUTH 00°42'00" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING

Commonly known as 800 W. Bonanza
APN# 139-28-703-014

WHEREAS, Beneficiaries have made demand upon said Trustee that said Trustee proceed to sell the land and premises hereinafter described.

TOGETHER WITH, the improvements thereon and all and singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issued and profits thereof.

SAID SALE, will be made without covenant or warranty, expressed or implied, regarding title, possession or encumbrances to pay the unpaid balance of said note, to wit $10,400,000.00, with interest thereon, as in said note provided, advances, if any, and costs of the trustee under the terms of said Deed of Trust will be additional.

DATED: April 13, 2009

STEWART TITLE OF NEVADA HOLDINGS, INC, a Nevada Corporation,
dba Stewart Title of Nevada-Las Vegas Division, as Trustee



By:_____.
Mary Rogers Hunt
Vice President

EXHIBIT C

20090414-0001440
Fee: $19.00 RPTT: $0.00
N/C Fee: $0.00
04/14/2009 10:01:43
T20090127152
Requestor:
STEWART LAS VEGAS SUNSET
Debbie Conway KXC
Clark County Recorder Pgs: 6

APN # 139-28-703-014, 013, 005
139-28-711-001, 003-008,011-024,
139-28-711-026-039, 041-046, 048, 050-052
139-28-711-054-056, 058 AND 059

Recording Requested by:
1010418-FCL
STEWART TITLE OF NEVADA

Return To:

Name STEWART TITLE OF NEVADA HOLDINGS

Address 376 EAST WARM SPRINGS ROAD #190

City/State/Zip LAS VEGAS, NV 89119

NOTICE OF TRUSTEE'S SALE
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

NOTICE OF TRUSTEE'S SALE
NO. 1010418-FCL

On May 5, 2009 at 10:00 a.m., **STEWART TITLE OF NEVADA HOLDINGS, INC**, a Nevada Corporation, dba Stewart Title of Nevada-Las Vegas Division, as trustee under Deed of Trust dated January 29, 2007 executed by **MOULIN ROUGE PROPERTIES, LLC**, a Nevada limited liability company as Trustor, in favor of **LAS VEGAS APARTMENT LENDERS, LLC**, a Washington limited liability company, as beneficiary and recorded February 2, 2007, in Book 20070202, as Instrument No. 2668, of Official Records, of Clark County, Nevada; and securing among other obligations, one note in the amount of $9,525,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiaries by reason of obligations secured by said Deed of Trust, including the breach or default, notice of which was recorded in the office of the County Recorder of Clark County, Nevada, by the beneficiary and the undersigned more than three months prior to the date hereof, will sell at public auction, to the highest bidder CASH, lawful money of the United States of America, at the front entrance of the Nevada Legal News, located at 930 So. Fourth Street, Las Vegas, Nevada 89101, all right, title and interest now held by it under said Deed of Trust in the property situate in the County of Clark, State of Nevada, described as follows:

PARCEL I:

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA THENCE NORTH 02°50'40" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER (SE COR.) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALLACE THEREON PETERSON ET UX, BY DEED RECORDED OCTOBER 11, 1944 AS DOCUMENT NO. 187391 OF SAID COUNTY RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 492.86 FEET; THENCE NORTH 44°18'00" EAST, A DISTANCE OF 40.65 FEET; THENCE NORTH 45°42'00" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 01°24'00" EAST, A DISTANCE OF 146.30 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 384.43 FEET; THENCE NORTH 00°42'00" WEST, A DISTANCE OF 66.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVVEYED TO DOUGLAS SPENCER AND ASSOCIATES, LTD.,

DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 295.27 FEET; THENCE SOUTH 01°24'00" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 72.00 FEET TO A POINT LYING 150.00 FEET WEST OF THE WEST LINE OF "H" STREET AS DESCRIBED IN THE DEED BETWEEN LEROY CORPORATION AND THE CITY OF LAS VEGAS, RECORDED JUNE 21, 1963 AS DOCUMENT NO. 366484 OF OFFICIAL RECORDS; THENC SOUTH 01°24'30" EAST ALONG A LINE PARALLEL WITH AND DISTANT 150.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED "H" STREET, A DISTANCE OF 194.80 FEET; THENCE SOUTH 89°18'00" WEST ALONG THE LINE PARALLEL WITH AND DISTANCE 140.00 FEET FROM THE NORTH RIGHT-OF-WAY LINE OF BONANZA ROAD, A DISTANCE OF 140.82 FEET TO THE NORTHEAST CORNER (NE COR.) OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED BY DOCUMENT NO. 187391; THENCE SOUTH 00°42'00" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST,M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, AS SHOWN ON RECORD OF SURVEY MAP, FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE NORTH 02°50'40" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 792.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD, A DISTANCE OF 284.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF ALND CONVEYED TO LEROY CORPORATION BY DEED RECORDED FEBRUARY 26, 1963 AS DOCUMENT NO. 342071 OF SAID OFFICIAL RECORDS; THENCE NORTH 01°24'00" EAST, ALONG THE WEST LINE OF SAID DESCRIBED PARCEL A DISTANCE OF 401.58 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MINGO TULSA CORPORATION BY DEED RECORDED JUNE 3, 1963 AS DOCUMENT NO. 362431 OF SAID OFFICIAL COUNTY RECORDS; THENCE 89°18'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 423.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE North 01°24'00" EAST A DISTANCE OF 0.11 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DOUGLAS AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF SAID

OFFICIAL RECORDS; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°42'00" EAST A DISTANCE OF 66.65 FEET; THENCE SOUTH 89°18'00" WEST 384.43 FEET; THENCE SOUTH 01°24'00" WEST A DISTANCE OF 146.30 FEET; THENCE SOUTH 45°42'00" EAST A DISTANCE OF 226.02 FEET; THENCE SOUTH 44°18'00" WEST A DISTANCE OF 40.65 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:

THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE ¼) AS SAID CORNER IS SHOWN ON THE MAP RECORDED SEPTEMBER 15, 1954 IN FILE 3 PAGE 44 AS DOCUMENT NO. 20160 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 02°50'40" EAST 50.09 FEET TO THE NORTH LINE OF BONANZA ROAD (80.00 FEET WIDE) AS SAID ROAD IS DESCRIBED IN THE DEED TO THE STATE RECORDED JULY 8, 1943 AS DOCUMENT NO. 167920 OF RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 89°18'00" WEST 653.86 FEET; THENCE NORTH 01°24'00" EAST 401.58 FEET TO THE TRUE POINT OF BEGINNING IN THE WEST LINE OF THE LAND DESCRIBED IN DEED TO F.W. SMITH RECORDED JANUARY 23, 1918 AS DOCUEMTN NO. 11346 IN BOOK 5 OF DEEDS, PAGE 386 RECORDS OF SAID COUNTY, SAID TRUE POINT OF BEGINNING BEARING NORTH 01°24'00" EAST 66.58 FEET FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, NORTH 01°24'00" EAST 268.42 FEET TO THE NORTH LINE OF SAID SOUTH HALF (S ½); THENCE ALONG THE LAST MENTIONED NORTH LINE SOUTH 89°18'00" WEST 650.00 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO W.S. MILLER RECORDED OCTOBER 22, 1920 AS DOCUMENT NO. 14547 IN BOOK 7 OF DEEDS, PAGE 178 OF RECORDS OF SAID COUNTY; THENCE ALONG THE LAST MENTIONED WEST LINE SOUTH 01°24'00" WEST 268.42 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO LILLIAN SWARTZ, RECORDED FEBRUARY 18, 1955 AS DOCUMENT NO. 35827 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AND ITS EASTERLY PROLONGATION NORTH 89°18'00" EAST 650.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH 30.00 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 5, 1959 AS INSTRUMENT NO. 151518, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL IV-A:

UNITS 101, 102, 103, 104 AND 106 IN BUILDING 1, UNITS 201, 202, 205 AND 206 IN BUILDING 2; UNITS 301 THROUGH 306 IN BUILDING 3; UNITS 401 THROUGH 406 IN BUILDING 4; UNITS 501 THROUGH 505 IN BUILDING 5; UNITS 601 THROUGH 606 IN BUILDING 6; UNITS 701, 702, AND 704 THROUGH 706 IN BUILDING 7; UNITS 801 THROUGH 804, 806, 808 THROUGH 810 IN BUILDING 8; UNITS 902 THROUGH 904, 906 AND 907 IN BUILDING 9, AS SHOWN BY MAP ENTITLED DESERT CACTUS (A CONDOMINIUM) RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 1619711 IN BOOK 1660 OF OFFICIAL RECORDS, AND AS SHOWN IN BOOK 28 OF PLATS, PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF "H" STREET AS DESCRIBED IN THAT CERTAIN ORDER OF VACATION BY THE CITY OF LAS VEGAS, NEVADA DATED FEBRUARY 20, 1985 AND RECORDED OCTOBER 30, 1985 IN BOOK 2209 AS INSTRUMENT NO. 2168951, OFFICIAL RECORDS. /

EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA AS DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS RECORDED SEPTEMBER 25, 2001 IN BOOK 20010925 AS INSTRUMENT NO. 00360, OFFICIAL RECORDS.

PARCEL IV-B:

AN UNDIVIDED 47/59TH INTEREST IN AND TO THE COMMON AREA.

Commonly known as 800 W. Bonanza and other property
APN# 139-28-703-014, 013, 005
139-28-711-001, 003-008,011-024,
139-28-711-026-039, 041-046, 048, 050-052
139-28-711-054-056, 058 AND 059

WHEREAS, Beneficiaries have made demand upon said Trustee that said Trustee proceed to sell the land and premises hereinafter described.

TOGETHER WITH, the improvements thereon and all and singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issued and profits thereof.

SAID SALE, will be made without covenant or warranty, expressed or implied, regarding title, possession or encumbrances to pay the unpaid balance of said note, to wit $9,525,000.00, with interest thereon, as in said note provided, advances, if any, and costs of the trustee under the terms of said Deed of Trust will be additional.

DATED: May 5, 2009

STEWART TITLE OF NEVADA HOLDINGS, INC, a Nevada Corporation,
dba Stewart Title of Nevada-Las Vegas Division, as Trustee



By:_____.
Mary Rogers Hunt
Vice President

EXHIBIT D

OLYMPIC COAST INVESTMENT, INC.

April 16, 2009

John Hoss

RE: Loan #26067 Moulin Rouge
Payoff as of 04/16/09

Principal balance owing		10,040,000.00
Interest from 06/01/08 to 04/16/09 @ $3,904.44 per diem		1,229,900.00
5% default interest from 07/02/08 to 04/16/09 @ $1394.44 per diem		396,022.22
Unpaid Interest due		40.00
Accumulated past unpaid late charges		35,140.02
Current late charges - 1 @ $5,856.67 each		5,856.67
5% Late fee on balloon payment due 8/1/2008		502,000.00
Accumulated Expenses		52,406.01
Outstanding Legal fees (Snell & Wilmer to 4/15/09)		9,572.94
Outstanding Legal fees (Foster Pepper to 4/15/09)		11,154.51
*Total	$	**12,282,092.37**

*Plus future attorneys fees and costs.
Please make check payable to:

Olympic Coast Investment, Inc.
801 Second Ave., Suite 315
Seattle, WA 98104

This statement does not suspend the requirement to make the loan payment when due.

Acceptable forms of payment are: Certified or Cashier's checks or wired funds (request instructions).
Please contact our office prior to payoff to confirm the above figures.

***** WE RESERVE THE RIGHT TO CORRECT ANY PORTION OF THIS STATEMENT AT ANY TIME *****

Sincerely,

Mara R. Clark

Real Estate Loans Investments

801 Second Ave., Suite 315
Seattle, WA 98104
1-206-363-6996
1-800-523-1979
Fax: 1-206-440-0552

OLYMPIC COAST INVESTMENT, INC.

April 16, 2009

John Hoss

RE: Loan #27000 Moulin Rouge Properties LLC
Payoff as of 04/16/09

Principal balance owing		9,525,000.00
Interest from 06/01/08 to 04/16/09 @ $3,704.17 per diem		1,166,812.50
5% default interest from 07/02/08 to 04/16/09 @ $1322.92 per diem		375,708.33
Accumulated past unpaid late charges		38,893.75
Current late charges - 1 @ $5,556.25 each		5,556.25
5% Late fee on balloon payment due 08/01/2008		476,250.00
Accumulated Expenses		24,654.10
Outstanding legal fees (Snell & Wilmer to 4/15/09)		34,257.82
Outstanding legal fees (Foster Pepper to 4/15/09)		11,154.51
Less construction holdback		(210,013.36)
*Total	$	**11,448,273.90**

*Plus future attorneys fees and cost.

Please make check payable to:

Olympic Coast Investment, Inc.
801 Second Ave., Suite 315
Seattle, WA 98104

This statement does not suspend the requirement to make the loan payment when due.

Acceptable forms of payment are: Certified or Cashier's checks or wired funds (request instructions).
Please contact our office prior to payoff to confirm the above figures.

***** WE RESERVE THE RIGHT TO CORRECT ANY PORTION OF THIS STATEMENT AT ANY TIME *****

Sincerely,

Mara R. Clark

Real Estate Loans Investments

801 Second Ave., Suite 315
Seattle, WA 98104
1-206-363-6996
1-800-523-1979
Fax: 1-206-440-0552

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
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

June 18, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 West McWilliams Avenue and 1001 West McWilliams Avenue

Dear Property Owner:

At the City Council meeting held on May 20, 2009, Agenda Item #56 was held in abeyance and is now scheduled to be heard for hearing on July 15, 2009. This will be to recover costs for the emergency boarding and other fees assessed for inspections of the properties.

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

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Moulin Rouge Properties, LLC, 800 W. Bonanza Road, Las Vegas, NV 89106-3525

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 840 West Bonanza Road and 920 West Bonanza Road in the amount of $8,812.00 (General Fund). PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $8,812
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services continued to conduct inspections for status of compliance at the vacant locations in accordance to Title 9.

RECOMMENDATION:
That the City Council: Approve the report of expenses for fees in the amount of $8,812.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Notice of Public Hearing
5. Chronological List of Events
6. Copy of the Notice and Claim of Liens

City of Las Vegas

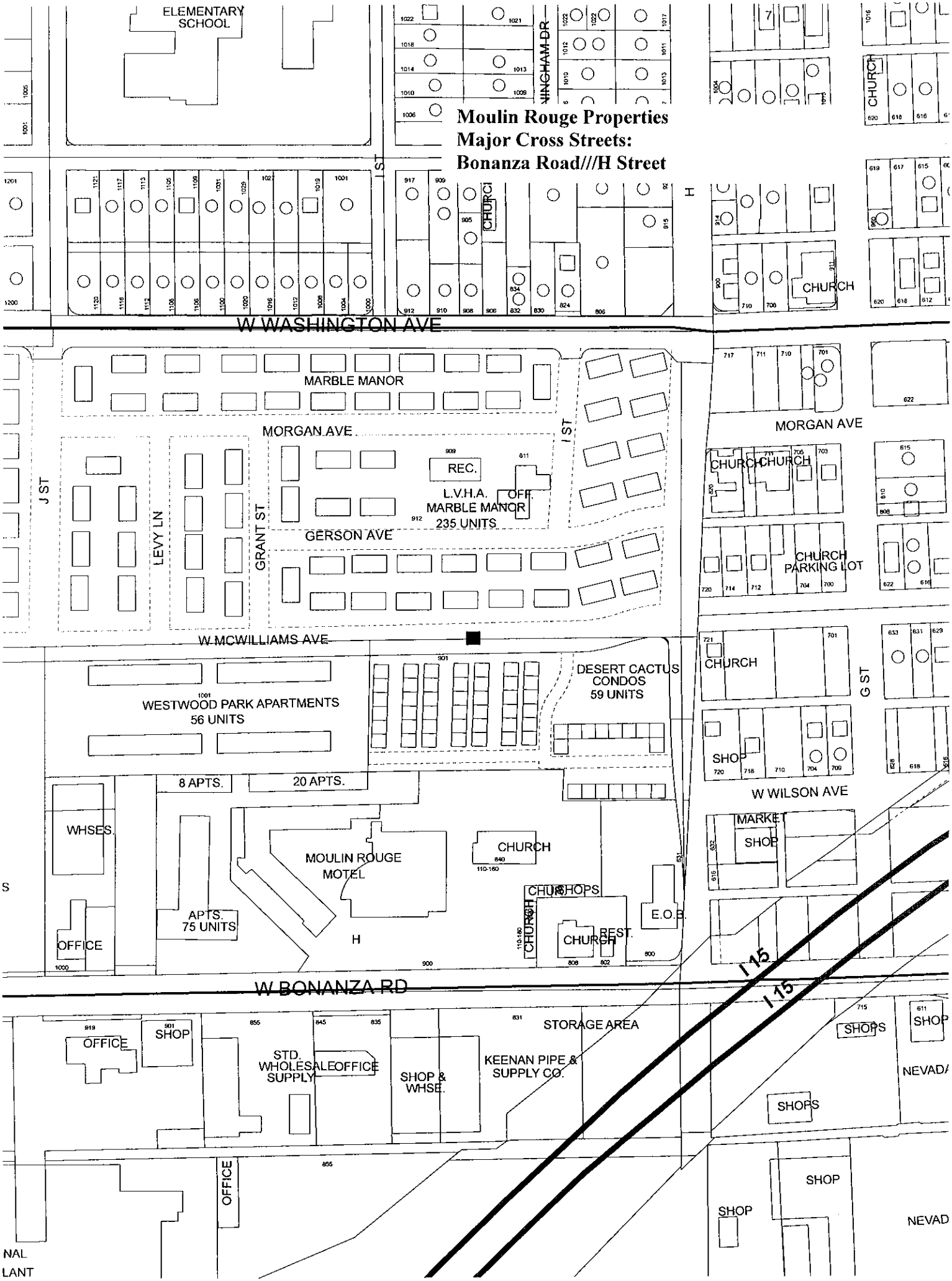
AGENDA MEMO

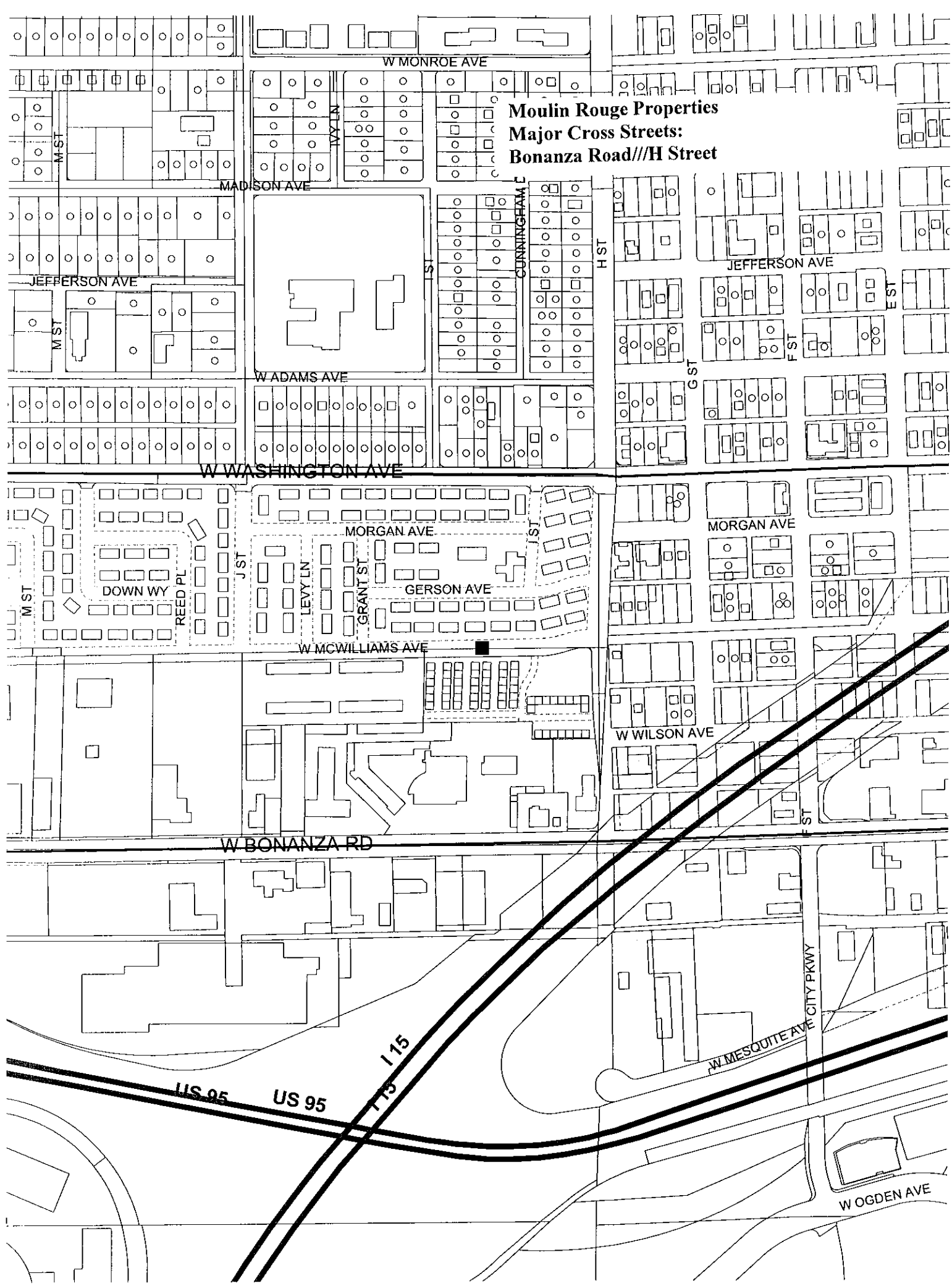
CITY COUNCIL MEETING DATE: July 15, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for the vacant or abandoned buildings located at 840 West Bonanza Road and 920 West Bonanza Road in the amount of $8,812 (General Fund). PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC – Ward 5 (Barlow).

Fees assessed are as follows: $6,325 in boarded building certificate fees; $537 in reinspection fees (w/late fees); and civil penalties in the amount of $1,950 for a total of $8,812.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
ELEMENTARY SCHOOL
W WASHINGTON AVE
MARBLE MANOR
MORGAN AVE
REC.
L.V.H.A.
MARBLE MANOR
235 UNITS
OFF.
GERSON AVE
J ST
LEVY LN
GRANT ST
I ST
H
CHURCH
CHURCH PARKING LOT
W MCWILLIAMS AVE
WESTWOOD PARK APARTMENTS
56 UNITS
DESERT CACTUS
CONDOS
59 UNITS
G ST
SHOP
W WILSON AVE
8 APTS.
20 APTS.
WHSES.
MOULIN ROUGE
MOTEL
APTS.
75 UNITS
OFFICE
CHURCH
CHURCH
SHOPS
REST.
E.O.B.
MARKET
SHOP
W BONANZA RD
I 15
I 15
OFFICE
SHOP
STD.
WHOLESALE
OFFICE
SUPPLY
SHOP &
WHSE.
KEENAN PIPE &
SUPPLY CO.
STORAGE AREA
SHOPS
SHOP
NEVADA
OFFICE
SHOP
SHOP
NEVAD
NAL
LANT


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
W MONROE AVE
IVY LN
M ST
MADISON AVE
CUNNINGHAM D
H ST
I ST
JEFFERSON AVE
E ST
F ST
G ST
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
J ST
DOWN WY
REED PL
LEVY LN
GRANT ST
GERSON AVE
W MCWILLIAMS AVE
W WILSON AVE
W BONANZA RD
CITY PKWY
W MESQUITE AVE
I 15
US 95
W OGDEN AVE

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: June 17, 2009

Re: Report of Expenses for the fees assessed on Vacant Abandoned Building located at 840 West Bonanza Road and 920 West Bonanza Road - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance 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.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services started assessing fees accordingly.

Contract Amount Breakdown:	
Boarded Building Certificate Fees:	$6,325.00
Reinspection Fees (w/late fees):	$537.00
Civil Penalties:	$1,950.00
Payment	$0
TOTAL AMOUNT DUE:	**$8,812.00**
OWNER OF RECORD:	LAS VEGAS APARTMENT LENDERS LLC
PROPERTY ABATED:	840 West Bonanza Road and 920 West Bonanza Road
LEGAL DESCRIPTION:	
840 W. Bonanza Road – Parcel 139-28-703-014	PT NE4 SE4 SEC 28 20 61
920 W. Bonanza Road – Parcel 139-28-703-013	PT NE4 SE4 SEC 28 20 61

DSS:jl

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

July 15, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JULY 15, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the properties located at **840 and 920 West Bonanza Road,** The Director of Neighborhood Services certifies that the sum of **$6,862.00** was expended and Civil Penalties in the sum of **$1,950.00** may be imposed for a total of **$8,812.00.** Owner of record at time of abatement: **LAS VEGAS APARTMENT LENDERS LLC – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 69895 ABANDB 02324-79

Address: **840 W BONANZA RD**

CLV

DBPROJ

MOULIN ROUGE HOTEL, BUILDINGS ARE OPEN AND ACCESSIBLE, LARGE AMOUNTS OF TRASH AND DEBRIS, SIGNS OF VAGRANT ACTIVITY,.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13928703014	5.44 ACRE	PT NE4 SE4 SEC 28 20 61

Owner Information:

08-Dec-05	27-Apr-06	MOULIN ROUGE DEVELOPMENT CORP % GRAND PACIFIC FINANCING CORP 1255 CORPORATE CENTER DR; LAS VEGAS, NV 89106-3527
21-May-09		MILLER J SCOTT & RENEE M ETAL % LAS VEGAS APARTMENT LENDERS 801 SECOND AVE #315; SEATTLE, WA 98104
19-Aug-04	08-Dec-05	MOULIN ROUGE DEVELOPMENT CORP 900 W BONANZA RD; LAS VEGAS, NV 89106-3527
10-Aug-02	19-Aug-04	C B C FINANCIAL CORPORATION 708 CANYON GREENS DR; LAS VEGAS, NV 89144-0834
27-Apr-06	08-Feb-07	MOULIN ROUGE DEVELOPMENT CORP % GRAND PACIFIC FINANCING CORP 1255 CORPORATE CENTER DR #PH10; LAS VEGAS, NV 89106-3527
08-Feb-07	14-Feb-08	MOULIN ROUGE PROPERTIES L L C 1640 ALTA DR #12; LAS VEGAS, NV 89106-4165
14-Feb-08	21-May-09	MOULIN ROUGE PROPERTIES L L C 800 W BONANZA RD; LAS VEGAS, NV 89106-3525

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	9/23/2008	09/04/2008 8:00	09/04/2008 8:30	30
960066	No Action	7/16/2009			
				Time in Minutes:	30

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-BLD DNGR	9/4/2008		BOARD TO CLV SPECIFICATIONS
A-MITIGATION	9/4/2008		SUBMIT DETAILED MITIGATION PLAN
A-REFUSE/WST	9/4/2008		REMOVE ALL REFUSE AND WASTE TO INCLUDE CINDER BLOCK,PAPER,
A-INTENT LTR	9/4/2008		SUBMIT STATEMENT OF INTENT
A-WEEDS	9/4/2008		REMOVE HIGH, DRY AND DEAD VEGETATION TO INCLUDE ALL DEAD TR
A-BRDG CERT	9/4/2008		SUBMIT BOARDING CERTIFICATE AND ASSOCIATED FEES.

Log

Type:	*Date:*	*Employee:*	*Min:*

MEMO	5/26/2009 8:46:00 AM	GREGG GALLEGOS	0
31)held in abeyance until 07/15/09,recall until 07/16/09			
MEMO	5/12/2009 7:52:00 AM	GREGG GALLEGOS	0
31)extend reinspection for this case with the Treeline condos abeyance till 5/20**reschedule for 5/21			
MEMO	5/6/2009 12:00:00 PM	GREGG GALLEGOS	0
31)serious structure fire at this address today, see media report on city intranet			
PHONE	3/24/2009 10:00:00 AM	GREGG GALLEGOS	0
31)Dr.Morris called to ask if MRC has cnty asbests permit**I called Pat of county who stated no permit issued and permit has been ready since 2/10/09,Phoenix not Nevada approved for abatement, cost is $1452 for permit and is under 900 Bonanza			
MEMO	2/25/2009 3:00:00 PM	GREGG GALLEGOS	0
31)per Lisa Morris, case to be heard May 6,09 council meeting**see scanned letter from Councilman Barlow 2/24/29			
DIRECT	2/23/2009 12:02:00 PM	JESSICA LARRAMENDY	0
JL) Per Lisa Morris Hibbler - request from Moulin Rouge to strike item from 3/4/09 agenda. Emailed City Clerk's office to strike.			
EMAIL	2/23/2009 9:30:00 AM	GREGG GALLEGOS	0
31)received e-mail stating MRC wants their appeal to be striken/removed from 3/4/09 council agenda **unable to place "letter of removal" in eB for reference purposes			
MISC	2/9/2009 2:15:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd green cert card back signed - D.L. Scott not dated.			
LETTER	2/5/2009 10:13:00 AM	JESSICA LARRAMENDY	0
JL) Rescheduled hearing Notification letter mailed to property owner both certified and regular mail. Rescheduled to March 4, 2009 per C/M Barlow's request.			
MEET	2/5/2009 10:13:00 AM	JESSICA LARRAMENDY	0
JL) Appeal hearing held in abeyance until March 4, 2009.			
EMAIL	2/4/2009 8:00:00 AM	GREGG GALLEGOS	0
31)sent email to Stanton Wilkerson specific to barrier/fencing requirement*swilkerson@mrdcnv.com cell# 5335678 or office#6310381*see scanning			
MEMO	1/27/2009 7:09:00 AM	GREGG GALLEGOS	0
31)address to be abeyed until 2-18-09 for council review			
MISC	12/16/2008 8:45:00 AM	GREGG GALLEGOS	0
31)APPEAL FILED: scanned the formal appeal written by Dale Scott to City Clerk and placed in eB**see two pages dated 12-12-08			
MISC	12/10/2008 10:41:00 AM	ELIZABETH DOUGLAS	0
PLACED N&O RECORDED 12/8/08 IN FILE. ED			
RECORD	12/8/2008 12:41:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O to Abate Dang Bldg/Demo dated December 4, 2008. Release recorded in Book: 20081208 Inst:01383.			
DBPROJ	12/4/2008 1:59:00 PM	LIDIA MCKENZIE	0
NOREQ	11/26/2008 1:00:00 PM	GREGG GALLEGOS	0
31)Demo order submitted to 21) for review and acceptance			
MISC	11/10/2008 4:26:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd green cert card back signed Stanton Wilkerson, 11/6/08.			
BIDR	11/5/2008 3:15:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED BIDS: WEAVER CONSTRUCTION ($34,725); LEVELEX, INC. ($35,625); W.A. CONSTRUCTION ($40,000); DISASTER KLEENUP ($44,045)			
LETTER	11/4/2008 3:42:00 PM	JESSICA LARRAMENDY	0
JL) Denial of appeal due to missed deadline letter mailed to property owner both certified and regular mail.			
MISC	11/3/2008 3:42:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd appeal request from City Clerk's office, dated October 24, 2008.			
MEET	10/29/2008 9:00:00 AM	GREGG GALLEGOS	30
31)onsite w/fire/health/b&s assessing building for corrections to be placed on Notice and Order			
BIDS	10/29/2008 8:00:00 AM	GREGG GALLEGOS	15
31)Bid Sent out for scope of Hotel/Casino work** sent to 5 contractors who were present @ yesterday walk through			

MEET	10/28/2008 10:00:00 AM	GREGG GALLEGOS	15
31)Bid walk through with 4 contractors discussed board,fencing,cleanup**Devin on site			
MEMO	10/22/2008 9:16:00 AM	LYNN NIHIPALI	0
16)BID SHEET PREPARED AND FORWARDED TO 24 FOR REVIEW. CB 10/24			
RECORD	10/16/2008 12:34:00 PM	TASHA DOWNTON	0
RECORDED N/O REGARDING VACANT DANGEROUS BLDG AT CLARK COUNTY IN BOOK: 20081016 INST: 0001788			
NOPOST	10/14/2008 3:00:00 PM	GREGG GALLEGOS	0
31)Posted Notice and Order, took pics			
MEET	10/13/2008 9:00:00 AM	GREGG GALLEGOS	0
31)Met Councilman Barlow,Lisa,Steve,Devin on site discussed conditions and abatement			
DBPROJ	10/10/2008 4:32:00 PM	LIDIA MCKENZIE	0
31)sent Councilman Barlow comprehensive report of properties owned by Moulin Rouge LLc			
MEET	9/29/2008 10:00:00 AM	GREGG GALLEGOS	0
31)met w/Lisa Morris on site to review condition of blight w/city attorney			
NOREQ	9/26/2008 12:07:00 PM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.			
INSP	9/4/2008 8:00:00 AM	LYNN NIHIPALI	30
16)ON SITE WITH 31 EXTERIOR PHOTOS,PROPERTY OPEN AND ACCESSIBLE, DEAD VEGETATION, TRASH AND DEBRIS THROUGHOUT,BLOCK,PAPER,PLASTIC,BOTTLES,REMNANTS OF COPPER THEFT,ETC, WILL PREPARE NOTICE AND ORDER			
		Time in minutes:	**90**

CASENO 69644 ABANDB **02324-78**

Address: **920 W BONANZA RD**

CLV
DBPROJ

MOULIN ROUGE/DB I VACANT APARTMENTS OPEN AND ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13928703013	2.33 ACRE	PT NE4 SE4 SEC 28 20 61

Owner Information:

06-Apr-06	20-Apr-06	MOULIN ROUGE DEVELOPMENT CORP
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-06	20-Apr-07	MOULIN ROUGE DEVELOPMENT CORP % GRAND PACIFIC FINANCING CORP
		1255 CORPORATE CENTER DR #PH10; MONTEREY PARK, CA 91754-7615
10-Aug-02	06-Apr-06	C B C FINANCIAL CORPORATION
		708 CANYON GREENS DR; LAS VEGAS, NV 89144-0834
14-Feb-08		MOULIN ROUGE PROPERTIES L L C
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-07	14-Feb-08	MOULIN ROUGE PROPERTIES L L C
		8100 W SAHARA AVE #200; LAS VEGAS, NV 89117-1997

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	9/17/2008	09/04/2008 11:30	09/04/2008 12:15	45
982400	Failed	11/4/2008	11/05/2008 12:12	11/05/2008 12:14	2
960066	No Action	5/21/2009			
				Time in Minutes:	47

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-BRDG CERT	9/4/2008		SUBMIT BOARDING CERTIFICATE AND ALL ASSOCIATED FEES
A-BLD DNGR	9/4/2008		BOARD ALLL WINDOWS AND DOORS TO CLV SPECS
A-WEEDS	9/4/2008		REMOVE ALL HIGH,DRY AND DEAD VEGETATION, TO INCLUDE ALL DEAD
A-REFUSE/WST	9/4/2008		REMOVE ALL REFUSE AND WASTE,PAPER,PLASTIC, REMNANTS OF AC
A-INTENT LTR	9/4/2008		SUBMIT STATEMENT OF INTENT
A-MITIGATION	9/4/2008		SUBMIT DETAILED MITIGATION PLAN

Log

Type:	*Date:*	*Employee:*	*Min:*
MEMO	5/12/2009 7:56:00 AM	GREGG GALLEGOS	0

31)reschedule case with Treeline Condos which was abeyed until 5/20 council meeting,property all apart of Moulin Rouge

PHONE	3/24/2009 10:00:00 AM	GREGG GALLEGOS	0

31)Dr.Morris called to ask if MRC has cnty asbests permit**I called Pat of county who stated no permit issued and permit has been ready since 2/10/09,Phoenix not Nevada approved for abatement, cost is $1452 for permit and is under 900 Bonanza

MEMO	2/25/2009 3:00:00 PM	GREGG GALLEGOS	0

31)per Lisa Morris, case to be heard May 6,09 council meeting**see scanned letter from Councilman Barlow 2/24/29

DIRECT	2/23/2009 12:02:00 PM	JESSICA LARRAMENDY	0

JL) Per Lisa Morris Hibbler - request from Moulin Rouge to strike item from 3/4/09 agenda. Emailed City Clerk's office to strike.

EMAIL	2/20/2009 9:30:00 AM	GREGG GALLEGOS	0

31)received e-mail stating MRC wants their appeal to be striken/removed from 3/4/09 council agenda **unable to place "letter of removal" in eB for reference purposes

MISC	2/9/2009 2:16:00 PM	JESSICA LARRAMENDY	0

JL) Rec'd green cert card back signed - D.L. Scott not dated.

MISC	2/9/2009 2:15:00 PM	JESSICA LARRAMENDY	0

JL) Rec'd green cert card back signed - D.L. Scott not dated.

MEET	2/5/2009 10:11:00 AM	JESSICA LARRAMENDY	0

JL) Appeal hearing held in abeyance until March 4, 2009

LETTER	2/5/2009 10:10:00 AM	JESSICA LARRAMENDY	0

JL) Rescheduled hearing Notification letter mailed to property owner both certified and regular mail. Rescheduled to March 4, 2009 per C/M Barlow's request.

EMAIL	2/4/2009 8:00:00 AM	GREGG GALLEGOS	0

31)sent email to Stanton Wilkerson specific to barrier/fencing requirement*swilkerson@mrdcnv.com cell# 5335678 or office#6310381

EMAIL	2/4/2009 8:00:00 AM	GREGG GALLEGOS	0

31)sent email to Stanton Wilkerson specific to barrier/fencing requirement*swilkerson@mrdcnv.com cell# 5335678 or office#6310381*see scanning

MEMO	1/27/2009 7:53:00 AM	GREGG GALLEGOS	0

31)address to be abeyed until 2-18-09 for council review

MISC	12/18/2008 8:35:00 AM	ELIZABETH DOUGLAS	0

SCANNED AND PLACED N&O RECORDED 10/30/08 IN FILE. ED.

MISC	12/16/2008 8:45:00 AM	GREGG GALLEGOS	0

31)APPEAL FILED: scanned the formal appeal written by Dale Scott to City Clerk and placed in eB**see two pages dated 12-12-08

MISC	12/10/2008 10:38:00 AM	ELIZABETH DOUGLAS	0

PLACED N&O RECORDED 12/8/08 IN FILE. ED

RECORD	12/8/2008 12:41:00 PM	JESSICA LARRAMENDY	0

JL) Recorded N&O to Abate Dang Bldg/Demo dated December 4, 2008. Release recorded in Book: 20081208 Inst:01381.

DBPROJ	12/4/2008 2:01:00 PM	LIDIA MCKENZIE	0
BIDR	11/5/2008 2:17:00 PM	LIDIA MCKENZIE	0

LM) BIDS RECEIVED: WEAVER CONSTRUCTION ($26,590); W.A. CONSTRUCTION ($42,449); LEVELEX ($48,109); DISASTER KLEENUP ($53,015)

INSP	11/5/2008 12:14:00 PM	LYNN NIHIPALI	2

16)HVAC UNIT HAS BEEN REMOVED, SOME NEW BOARDS OPENED, GRAFFITI STILL ON BUILDING, PIX, FAIL, FEE, WILL REFER TO 21 AS I HAVE NO IDEA OF STATUS. CB 11/06

MISC	11/5/2008 7:26:00 AM	ELIZABETH DOUGLAS	0

HANDED N&O TO 16. SHE SAID SHE HAS FILE AND WILL PLACE N&O IN IT.

MISC	11/5/2008 7:26:00 AM	ELIZABETH DOUGLAS	0

HANDED N&O TO 16. SHE SAID SHE HAS FILE AND WILL PLACE N&O IN IT. ED

RECORD	10/30/2008 10:23:00 AM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dng Bldg dated October 21, 2008. Recorded in Book: 20081030 Inst: 03215.

BIDS	10/29/2008 10:00:00 AM	GREGG GALLEGOS	30

31)sent request for bid to contractors who walked yesterday also joint inspection took place w/fire b&s/health

MEET	10/29/2008 9:45:00 AM	GREGG GALLEGOS	15
31)onsite w/fire/health/b&s assessing building for corrections to be placed on Notice and Order			
MEET	10/28/2008 9:00:00 AM	GREGG GALLEGOS	120
31)walked the exterior of four buildings w/Devin, Levelex;WA Construction,Weaver,Disaster Kleen-up added more to bid sheet			
MISC	10/27/2008 2:43:00 PM	LIDIA MCKENZIE	0
LM) certified mail cards received frm: Dale Scott; Moulin Rouge Dev Corp; Moulin Rouge Properties; Matthew Rexroad; Chauncey Moore; Rod Bickerstaff			
NOPOST	10/23/2008 10:11:00 AM	LYNN NIHIPALI	3
16)POSTED ON PILLAR BY OFFICE. CB 11/4			
DBPROJ	10/21/2008 2:58:00 PM	LIDIA MCKENZIE	0
MEET	9/29/2008 10:00:00 AM	GREGG GALLEGOS	120
31)met lisa morris and walked site to review conditions of blight w/atty.			
NOREQ	9/26/2008 12:14:00 PM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW			
DIRECT	9/16/2008 5:11:00 PM	PAMELA HINES	5
24)THIS WAS NOT ASSIGNED SO I ASSIGNED TO #16			
INSP	9/4/2008 11:30:00 AM	LYNN NIHIPALI	45
16)ON SITE WITH 31, BOARDED, NOT TO SPECS,AND MOST BOARDS ARE NOT EVEN ATTACHED, T/D,DEAD VEGETATION, WILL PREPARE VACANT BUILDING NOTICE,			
		Time in minutes:	**340**

CASENO 46153 CODEENF 02324-78

Address: 920 W BONANZA RD

CITZ

Desert Breeze I & II check for any/all code violations.broken windows and inoperative air conditioning calls coming in various tenants. Owners state they are not closing and that no problems exist in units. Owner rep is Chauncey Moore ph #631-1369 office cell 806-7088

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13928703013	2.33 ACRE	PT NE4 SE4 SEC 28 20 61

Owner Information:

06-Apr-06	20-Apr-06	MOULIN ROUGE DEVELOPMENT CORP
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-06	20-Apr-07	MOULIN ROUGE DEVELOPMENT CORP % GRAND PACIFIC FINANCING CORP
		1255 CORPORATE CENTER DR #PH10; MONTEREY PARK, CA 91754-7615
10-Aug-02	06-Apr-06	C B C FINANCIAL CORPORATION
		708 CANYON GREENS DR; LAS VEGAS, NV 89144-0834
14-Feb-08		MOULIN ROUGE PROPERTIES L L C
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-07	14-Feb-08	MOULIN ROUGE PROPERTIES L L C
		8100 W SAHARA AVE #200; LAS VEGAS, NV 89117-1997

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
950429	Failed	Partial	9/14/2006	09/12/2006 9:30	09/12/2006 12:15	165
950429	Passed	Partial	10/24/2006	10/24/2006 9:30	10/24/2006 11:30	120
950429	Failed		10/25/2006	10/18/2006 14:00	10/18/2006 14:30	30
950429	Passed	Partial	10/31/2006	11/07/2006 11:30	11/07/2006 15:30	240
950429	Failed		11/14/2006	11/14/2006 11:30	11/14/2006 16:30	300
950429	Failed		11/15/2006	11/15/2006 7:16	11/15/2006 7:16	0
950429	Passed	Partial	11/16/2006	12/06/2006 14:15	12/06/2006 14:45	30
950429	Passed	Partial	12/7/2006	01/23/2007 16:30	01/23/2007 17:30	60
950429	Failed		1/24/2007	01/25/2007 16:30	01/25/2007 17:15	45
984323	Failed		1/26/2007	01/26/2007 15:00	01/26/2007 15:30	30
950429	Failed		1/29/2007	02/12/2007 11:30	02/12/2007 12:00	30
950429	Passed	Partial	2/14/2007	02/22/2007 13:45	02/22/2007 16:00	135
950429	Passed	Partial	2/26/2007	02/06/2007 16:00	02/06/2007 16:45	45
960066	Passed		2/26/2007	10/18/2007 6:48	10/18/2007 6:48	0
					Time in Minutes:	1230

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-BLD HOUSE	9/12/2006		Bldg 5, Apt 1036

(11)Repair toilet where paper clip is used for flapper. (12)Replace cracked glass pane at bedroom. (13)Remove wiring at building corner where wires are exposed. (14)Provide clean out fitting at breezeway.

A-BE WINDOWS 10/18/2006 screens to keep our the flys and insects are missing

none are visible on any of the apartments

A-BI SANITRY 10/18/2006 Apt #1023 is filthy, grease laden, and carpet is trashed. Tenant does not clean u

The tenant has caused a lot of problems in this unit beyond "normal wear and tear"

A-BI ELECTRL 10/18/2006 gfci's are reqired in kitchen and bathroom

must be installed properly

A-BLD HOUSE 10/18/2006 Bldg 3 (roof) hot water heater enlosures (cont'd)

place all dead birds in plastic bags & throw in trash can

A-BI ALARMS 10/18/2006 smoke detectors not working

required in hallways and all sleeping rooms and basements if provided or applicable

A-BI KITCHEN 10/18/2006 exhaust fans not working

ceiling fans must operate properly

A-BLD HOUSE 10/24/2006 Bldg 5, Apt 1036 (cont'd)

(11)Repair toilet where paper clip is used for flapper. (12)Replace cracked glass pane at bedroom. (13)Remove wiring at building corner where wires are exposed. (14)Provide clean out fitting at breezeway.

A-HAZARD 10/24/2006

A-BLD HOUSE 11/7/2006 bldg 5, Apt 2039 (cont'd)

caps missing on bolts, stoppers needed for sinks & bathtubs, living room window broken, weatherstripping bad, threshhold at entry door needs to be fastened down

A-BLD HOUSE 11/14/2006 Bldg 5, Apt 1036 (cont'd)

(11)Repair toilet where paper clip is used for flapper. (12)Replace cracked glass pane at bedroom. (13)Remove wiring at building corner where wires are exposed. (14)Provide clean out fitting at breezeway.

A-BLD HOUSE 11/14/2006 Bdg 2, Apt 1012 (cont'd)

5.Toilet to have lever & chain flapper repaired. 6.Caulk bathroom backsplash. 7.Stop leak at tub shower. 8.Caulk tub/shower surround. 8.Repair bathroom door latch. 9.Provide operable smoke detector.

A-BLD HOUSE 11/14/2006 10/18/2007 INSPECTIONS STARTED IN BUILDINGS 1 & 6 TODAY AND TO CONTINUE T

NUMEROUS CODE VIOLATIONS AND VERY POOR LIVING CONDITIONS FOR ALL OF THE RESIDENT TENANTS

A-BLD HOUSE 11/15/2006 numerous housing code violations in every apartment

caps on bolts missing, leaking faucets, filthy carpets, insect infestation in all rooms. no heat in some, cabinets/doors damaged,mice in rooms,broken windows or missing windows,tubs painted,damaged bathroom ceilings,no gfci's in kitchens or not working

A-BLD HOUSE 11/15/2006 Bldg 5, Apt 2039 (cont'd)

caps missing on bolts, stoppers needed for sinks & bathtubs, living room window broken, weatherstripping bad, threshhold at entry door needs to be fastened down

A-BLD HOUSE 11/15/2006 Bldg 3, Apt 1019 (cont'd)

smoke detectors-no batteries, bedroom window falling out of track & horizontal blinds bad, treshhold loose at door

A-BLD HOUSE 11/15/2006 Bldg 5, Apt 1036 (cont'd)

(11)Repair toilet where paper clip is used for flapper. (12)Replace cracked glass pane at bedroom. (13)Remove wiring at building corner where wires are exposed. (14)Provide clean out fitting at breezeway.

A-BLD HOUSE 11/16/2006 Bldg 2, Apt 1012 (cont'd)

5.Toilet to have lever & chain flapper repaired. 6.Caulk bathroom backsplash. 7.Stop leak at tub shower. 8.Caulk tub/shower surround. 8.Repair bathroom door latch. 9.Provide operable smoke detector.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1019

Screens missing on window, apt is filthy walls, ceilings-grease, no gfis, no smoke detectors working-children inside, exhaust fans inoperable, blinds broken, tenant is the problem

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 2039

Nothing repaired as of today, front entry door, carpet dirty, window screens missing, stove top elements not installed, repair kitchen cabinet drawer, need gfi in kitchen, kitchen exhaust fan dirty, heat ok?,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033

1.Provide eye view piece at door. 2.Repair broken window with glass (not plexiglass). 3.Repair light fixture above entry door at soffit. 4.Provide necessary hardware/parts for door strike & deadbolt plate.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033 (cont'd)

16.Replace doors with holes. 17.Provide light fixture lense at bedroom. 18.Replace outlet & faceplate in bedroom. 19.Provide operable a/c & heater equipment. 20.Repair bathroom flooring so that floor finish adheres & is washable.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1036

1.Provide eye view piece at door. 2.Provide light fixture lense at kitchen. 3.Provide pest control. 4.Repair kitchen flooring where torn & make surface washable. 5.Kitchen counter receptacles are to be gfci type.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 2039 (cont'd)

working smoke detectors needed in sleeping rooms & bathroom, replace light fixture in bedroom, window broken in bedroom, trim horizontal blinds in bedroom window, return air filter needs to be installed, mark all shower/tub valve loose on wall,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 4, Apt 2028 (cont'd)

toilet tank leaning, tub drain chrome worn off on tub shoe, bath exhaust fan grille clogged with paint, door weatherstrip bad

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 4, Apt 2028

Gfis missing, cabinet door, caps on bowl missing, smoke detector move it in hallway, gap around door, r a filter dirty, toilet seat broken, towel bar missing/broken, no screen on windows, batteries missing on smoke detectors, no stoppers for tub/lav,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033 (cont'd)

14.Replace closet door at living room. 15.Repair front cover at subpanel & label breakers.

A-BI AC&HEAT 11/16/2006 10/18/2007 Bldg 5

A/C calls for service are essential & must be repaired within 48 hours of notice to repair, if tenant has not paid rent this is a separate issue & does not affect the fact that the a/c must be repaired to normal.

A-HAZARD 11/16/2006 10/18/2007 Bldg 3

Bldg 3 is an imminent health hazard

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 4, Apt 2029

Bathroom tiles filthy, no stoppers for lav or tub, caps on bowl missing, gap around entry door, stoppers missing, kitchen tiles damaged-replace, no screens on operable portion of windows, screw missing in threshhold

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Roof

Maintenance Larry scott is working on roof code violations.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3 (roof) hot water heater enclosures

Re-pipe T&P lines with CPVC, galvanized iron pipe or copper with 3/4" minimum pipe & union joint within 12" of T&P valve, place cover plates on all electrical boxes, clean out room with bird feces, carcasses, feathers, etc,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033 (cont'd)

21.Provide toilet lid. 22.Provide faceplate at bathroom receptacle. 23.Provide operable exhaust fan in bathroom. 24.Install missing tub overflow part. 25.Replace broken door with new door at bedroom. 26.Provide pest control.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 4, Apt 2026

Remove carpet outside, carpet filthy needs replacement, kitchen flooring bad, stove needs replacement, window screens missing, no gfi in kitchen, exhaust fan kitchen

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1038

Vacant 474-115263 meter #

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1019 (cont'd)

smoke detectors-no batteries, bedroom window falling out of track & horizontal blinds bad, treshhold loose at door

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1019 (cont'd)

door doesn't lock, toilet seat loose, no stoppers for tub & lav sink, no cover on light over sink, no towel bar, smoke detector has no battery back-up, move detector in north bedroom, trim horizontal blinds, NO HEAT, hallway light cover & lamp missing,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1019 (cont'd)

door handle/hardware missing on closet & south bedroom, frosted glass missing in bathroom, tub shoe chrome plating worn off, linoleum bad in bathroom, no gfi in bathroom, insect infestation, no cold water on lav faucet, linoleum damaged,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1025

Smoke detector, no gfi in bathroom, caps missing on bowl, carpet filthy, tub shoe chrome plating worn off, exhaust fan in bath not working, gap around entry door, no screens on window

A-BLD HOUSE 11/16/2006 10/18/2007 bldg 3, Apt 1019

4 adults 2 children, kitchen sink clogged-both compartments, kitchen cabinets broken, no screens, exhaust fan in kitchen not working, gfcis missing in kitchen, cover missing in kitchen, ceiling paddle fan not working, gap in door, carpet stained & dirty,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1036 (cont'd)

6.Provide smoke detectors that are operable. 7.Label subpanel breakers. 8.Bathroom outlets are to be gfci. 9.Re-secure toilet with new hardware & caulk toilet base. 10.Replace tub/shower surround with new.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 2, Apt 1012

1.Carpet is ripped & torn replacement is necessary or keep tile exposed. 2.Provide gfci receptacles at kitchen counter outlets. 3.Label all circuit breakers. 4.Gfci outlet at bathroom is wired in reverse-wire this device correctly.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1036 (cont'd)

11.Repair toilet where paper clip is used for flapper. 12.Replace cracked glass pane at bedroom. 13.Remove wiring at building corner where wires are exposed. 14.Provide clean out fitting at breezeway.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3 (roof) hot water heater enclosures (cont'd)

place all dead birds in plastic bags & throw in trash can

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 2033

No power, puppy inside, no way to test receptacles, apt abandoned-deemed vacant, remove dog feces, no screens on windows

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 2022

Gap under door, replace sink strainer in kitchen/chrome plating worn off, insects, exhaust fan inoperable in kitchen, return air filter dirty, move smoke detector at least 36" away, cut bolts & install caps, no gfis in kitchen or bathroom,

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 2039 (cont'd)

caps missing on bolts, stoppers needed for sinks & bathtubs, living room window broken, weatherstripping bad, threshhold at entry door needs to be fastened down

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 1023

Screens missing on window, apt is filthy walls, ceilings-grease, no gfis, no smoke detectors working-children inside, exhaust fans inoperable, blinds broken, tenant is the problem

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033 (cont'd)

5.Replace broken faceplate at switches by door. 6.All smoke detectors to be operable in hall/bedroom. 7.Repair vinyl tile kitchen flooring & make surface washable. 9.Repair kitchen light fixture & include globe.

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 3, Apt 2022 (cont'd)

bathtub drains slowly & tub surround is worn at bottom by valve, tenant good/clean housekeeper, no screens on windows

A-BLD HOUSE 11/16/2006 10/18/2007 Bldg 5, Apt 1033 (cont'd)

10.Install faceplates at kitchen receptacle. 11.Replace kitchen sink with new sink (old sink is worn through porcelain). 12.Repair broken kitchen cabinet & drawers & make surface washable. 13.Repair leak at kitchen faucet.

A-BLD HOUSE 12/6/2006 Bldg 3, Apt 1020 (cont'd)

replace filter at return, holes in drywall are to be patched & painted, door at bedroom to be hung correctly

A-BLD HOUSE 12/6/2006 Bldg 2, Apt 2013

1.Carpet to be clean & sanitary. 2.Outlet at kitchen counter top to be with gfci protection. 3.Stop leak at kitchen faucet. 4.Stop leak under kitchen sink. 5.Drawers & doors to be repaired at kitchen cabinets. 6.Provide operable smoke detectors.

A-BLD HOUSE 12/6/2006 Bldg 2, Apt 2013 (cont'd)

7.Provide light lense at hallway. 8.Patch holes in wall & paint surface. 9.Remove wire entering subpanel.

A-BLD HOUSE 12/6/2006 Bldg 3, Apt 1020

Outlets in kitchen are inoperable, provide hot water to fixtures, repair fan light at kitchen, provide operable smoke detector, provide cooking facility with operable appliance, tenant has occupied for 6 months & has soiled & ripped carpet,

A-BI ELECTRL 12/7/2006 10/18/2007 Apartment #1015

Mother & father living in apartment with 2 minor children and did not pay electric bill and living without electricity and using candles and car battery to provide lights when it is dark. I condemned the unit and gave from 10 a.m. till 4 p.m. to leave

Log

Type:	*Date:*	*Employee:*	*Min:*
DIRECT	10/18/2007 6:49:00 AM	ANTHONY GUARINO	0
21)building now vacant close			
CHECK	10/16/2007 4:55:00 PM	JIM SHADRICK	17
20)No activity on site. No boards on windows or doors seen to be loose or pulled down or forced open.No graffiti problems.All is quiet..			
CHECK	10/16/2007 4:55:00 PM	JIM SHADRICK	17
MEET	2/22/2007 2:00:00 PM	JIM SHADRICK	30
Met & spoke to Rick Rainery or R.B.&G.Construction Company on site and gave him as many details on the remodel as possible Ph cell (714)981-4734 Office 251-9214 & his foreman Gary. We discussed finishing 16 units in bldg.#3 in 30 days completely.			

PHONE	2/21/2007	JIM SHADRICK	956

Spoke with Gary Cornwell at (310)941-1919 & Arnie Stalk phone # 251-9214 regarding the work at Desert Breeze and set a site meet for Thursday at 2 p.m.

INSP	2/12/2007 11:30:00 AM	JIM SHADRICK	1470

I received information that there were still no working smoke detectors in the sleeping rooms & no heat & that the leak under the kitchen sink was still not repaired properly

INSP	2/6/2007 4:00:00 PM	JIM SHADRICK	45

Unit #1005 has tiles falling off of the wall in the shower stall,very bad roach infestation,toilet handle broken and other small maintenance items to repair. Copy of the order to make repairs given to Stan Wilkerson in the office

INSP	1/26/2007 3:00:00 PM	GREGG GALLEGOS	0

31)met tenant and gave access, repairs not done-took photos for proof-charge fee-this is a failed inspecion

INSP	1/25/2007 4:30:00 PM	JIM SHADRICK	45

Checked the status of the bathtub & kitchen sink. Bathtu still not unclogged properly & p-trap under kitchen sink not even put together. No change. Owner is to be fined maximum allowed under the code!

INSP	1/23/2007 4:30:00 PM	JIM SHADRICK	60

Apartment #2032 kitchen sink & bathtub stopped up again. Maintenance man Larry & manager Stan Wilkerson with me to view the problem.#1068 still does not have hot water. The water is back on but it is not getting hot.48 hrs is up 1-24-07

INSP	1/18/2007 2:00:00 PM	JIM SHADRICK	30

Apartment # 2039 does not have heat & #1018's bathtub does not drain. Full of waste water.48 hour notice issued to the owner at their office.

MISC	1/18/2007 9:00:00 AM	JIM SHADRICK	360

All of the units that were known to be vacant and uninhabitable were posted with notices today vacate & do not enter as being substandard. All 4 buildings at DB II were posted with the notices

NOTICE	1/17/2007	JIM SHADRICK	1020

Hand delivered via city vehicle and posted Notice & Orders on properties involved and witnessed by Maintenance Supervisor in Building #7 [Larry] this afternoon. Affidavit of posting signed by me, dated and left paperwork with Pam Hines, Suervisor of Code

PHONE	1/11/2007 7:25:00 AM	JIM SHADRICK	2

Tenant in Apt.#1017 called and asked for a letter to take to court to fight paying monthly rent until her apartment is repaired:carpet got soaked by sewage spill,toilet water connection leaks on floor, no stove, no refrigerator,holes in wall, windows bro

INSP	1/10/2007 4:30:00 PM	JIM SHADRICK	45

Tenant in 1021 has no refrigerator,no stove (working) hole in ceiling above their toilet from toilet leaking above theirs,carpet filthy, no security light outside of their apartment.Verbal notice given to the manager Stanton Wilkerson, c/n to follow

INSP	1/10/2007 4:30:00 PM	JIM SHADRICK	45

Tenant in 1021 has no refrigerator,no stove (working) hole in ceiling above their toilet from toilet leaking above theirs,carpet filthy, no security light outside of their apartment.

PHONE	1/3/2007 4:30:00 PM	JIM SHADRICK	10

Sharon from the office called me and said she found out that a plumber did not do the work on the sewer line and I informed her since a licensed plumber did not do the work they were now subject to a fine or a citation or both.

MEET	1/3/2007 9:00:00 AM	JIM SHADRICK	120

Meeting held in our conference room with Dale Scott & his atty. Craig Newman Ph 257-4122 to discuss the failure of this corporation to remedy or otherwise complete all required repairs at the apts known as Desert Breeze I & II Devin Smith, Lisa Morris,Pa

INSP	12/8/2006 1:32:00 PM	GREGG GALLEGOS	0

31) hot water now restored to all occupants of Desert Breeze

INSP	12/6/2006 2:15:00 PM	JIM SHADRICK	30

Desert Boiler technician was on site starting the repairs on the boiler and #1040 had a kitchen sink stopped up. Tenant in #2041 has a washing machine and when the tenant uses it, it floods the unit below because of the volume of water is too great pipes

MEET	11/14/2006 10:30:00 AM	JIM SHADRICK	60

Meeting with State Division of Industrial Relations & Chauncey Moore,Dale Scott regarding workmen's compensation for employees.$3,500.oo paid on 11-08-06 and verified by State.Others attending Drake Cherry,fire prevention, & Richard Davis SNHD

INSP	11/7/2006 11:30:00 AM	GREGG GALLEGOS	0

31)inspected units, took pics, wrote correction list

INSP	11/7/2006 11:30:00 AM	JIM SHADRICK	240

Inspected 10 rooms and listed problems and escanned sheets. #2038 given 48 hrs. to repair imminent hazard (broken glass)#1034 had big dogs inside preventing inspection & tenant in 1026 would not let me inspect the apartment

INSP	10/24/2006 9:30:00 AM	GREGG GALLEGOS	90

31)assisted 20)with inspection of 5 apts 1038,2026,1028,1035,1039 not complete-first fine of$75-prepare N&O

INSP	10/10/2006 9:00:00 AM	GREGG GALLEGOS	120

31)assisted 20) with reinspection of 10 units- found majority of broken windows boarded or repaired- few occupied units have broken windows-repairs are not to standard nor complete- met with Stanton Wilkerson manager who did not have any reciepts or.....

MEET	10/10/2006	GREGG GALLEGOS	0

....any reports to give to us as what was agreed when Devin and I met with owners of Moulin Rouge. Another meeting took place in office w/chauncy & Dale who "stated" he was angry at Stanton Wilkerson for not doing what was agreed- Jim had points to talk

LETTER	10/9/2006 2:00:00 PM	GREGG GALLEGOS	0

31)sent e-mail to Dr. Morris informing what went on during the meeting with Moulin Rouge owners and cc. Pam/Devin

MEET	10/6/2006 2:45:00 PM	GREGG GALLEGOS	0

31)....speak with Stanton Wilkerson first before reinspection or verifying tenant status

MEET	10/6/2006 1:45:00 PM	GREGG GALLEGOS	60

31)Devin and I met with Chauncey,Dale,Holgate and the site manager to discuss communication problems and to make understanding repair completion are to be communicated through manager Stanton with necessary copies....

INSP	9/12/2006 9:30:00 AM	JIM SHADRICK	165

Devin Smith, Gregg Gallegos & #20 inspected various apartments at Desert Breeze apts.We found numerous violations in each apartment inspected & a list of the violations noted and a copy to be given to the on site manager Stanton Wilkerson in office

CHECK	9/12/2006 7:44:00 AM	JIM SHADRICK	0

Inspect 10 units minimum per agreement with Chauncey Moore & Stan Wilkerson

Time in minutes: **5037**

CASENO 45213 CODEENF **02324-78**

Address: **920 W BONANZA RD**

APT 1038, BLDG #5, CHRIS BONDI @ 631-1714

CITZ

NO A/C for weeks (throughout complex) Dale Scott is the on site manager at 800 Bonanza Rd.Ph631-0381 Chiller Service is th a/c company doing the work Ph cell 461-9501

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13928703013	2.33 ACRE	PT NE4 SE4 SEC 28 20 61

Owner Information:

06-Apr-06	20-Apr-06	MOULIN ROUGE DEVELOPMENT CORP
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-06	20-Apr-07	MOULIN ROUGE DEVELOPMENT CORP % GRAND PACIFIC FINANCING CORP
		1255 CORPORATE CENTER DR #PH10; MONTEREY PARK, CA 91754-7615
10-Aug-02	06-Apr-06	C B C FINANCIAL CORPORATION
		708 CANYON GREENS DR; LAS VEGAS, NV 89144-0834
14-Feb-08		MOULIN ROUGE PROPERTIES L L C
		800 W BONANZA RD; LAS VEGAS, NV 89106-3525
20-Apr-07	14-Feb-08	MOULIN ROUGE PROPERTIES L L C
		8100 W SAHARA AVE #200; LAS VEGAS, NV 89117-1997

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
950429	Failed	8/8/2006	08/08/2006 16:30	08/08/2006 17:15	45
950429	Failed	8/9/2006	08/09/2006 17:15	08/09/2006 17:30	15
950429	Passed	8/10/2006	08/11/2006 12:00	08/11/2006 12:30	30
				Time in Minutes:	**90**

Violation Details

Log

Type:	*Date:*	*Employee:*	*Min:*
CONTCT	8/11/2006 4:30:00 PM	JIM SHADRICK	15
	spoke with Dale Scott and CEO of the corporation and it was agreed that the compex be shut down until all of the repairs and renovations are completed at all of the buildings they own		
INSP	8/11/2006 12:00:00 PM	JIM SHADRICK	30
	Chiller Service, the vendor, repaired the electrical wires to the roof unit. Tenant says air conditioning okay now. Close complaint		
INSP	8/10/2006 5:15:00 PM	JIM SHADRICK	15
	Called Chiller Services owner and he states he hasn't been paid.I Called Dale Scott the manager and he said it has all been ironed out and the a/c man will be out between 8 & 9 8-10 to apt. I called the tenant to advise him of that.		
INSP	8/8/2006 4:30:00 PM	JIM SHADRICK	45
	Verified that no a/c sincce last Thursday 8-03-06 and the outside vendor is coming back I was told by office staff that the remaining air conditioners were going to be worked on		
DIRECT	8/8/2006 6:59:00 AM	PAMELA HINES	0
	24)THIS COMPLEX IS ASSIGNED TO 20		
		Time in minutes:	**105**

APN 139-28-703-014

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **LAS VEGAS APARTMENT LENDERS LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-703-014**
Commonly known as: **840 W. Bonanza Road**
Legal Description: **PT NE4 SE4 SEC 28 20 61**

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,300** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **July 15, 2009** ordered the above charges in the amount of **$3,300**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of July, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69895**

APN 139-28-703-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **LAS VEGAS APARTMENT LENDERS LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-703-013**
Commonly known as: **920 W. Bonanza Road**
Legal Description: **PT NE4 SE4 SEC 28 20 61**

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$75** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **July 15, 2009** ordered the above charges in the amount of **$75**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of July, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 45213**

APN 139-28-703-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **LAS VEGAS APARTMENT LENDERS LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-703-013**
Commonly known as: **920 W. Bonanza Road**
Legal Description: **PT NE4 SE4 SEC 28 20 61**

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$2,280** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **July 15, 2009** ordered the above charges in the amount of **$2,280**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of July, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 46153**

APN 139-28-703-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **LAS VEGAS APARTMENT LENDERS LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-703-013**
Commonly known as: **920 W. Bonanza Road**
Legal Description: **PT NE4 SE4 SEC 28 20 61**

On **September 10, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,157** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **July 15, 2009** ordered the above charges in the amount of **$3,157**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of July, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 69644**

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on a three-month review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue, Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue, Units 1-4, 6-8, 4186 Silver Dollar Avenue, Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code. A Nuisance Housing Code Notice and Order to Comply was mailed to the property owners to correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. Today's hearing is a review regarding the status of violations and civil penalties from the Public Hearing item on March 4, 2009 and April 15, 2009.

RECOMMENDATION:
Review status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and recommend a one-year review.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Housing Code and Vacant or Abandoned Notice and Orders to Comply dated September 11, 2008 and August 11, 2008
4. Reinspection Report for April 30, 2009
5. Notice of Public Hearing
6. Review Hearing Notification Letter

City of Las Vegas

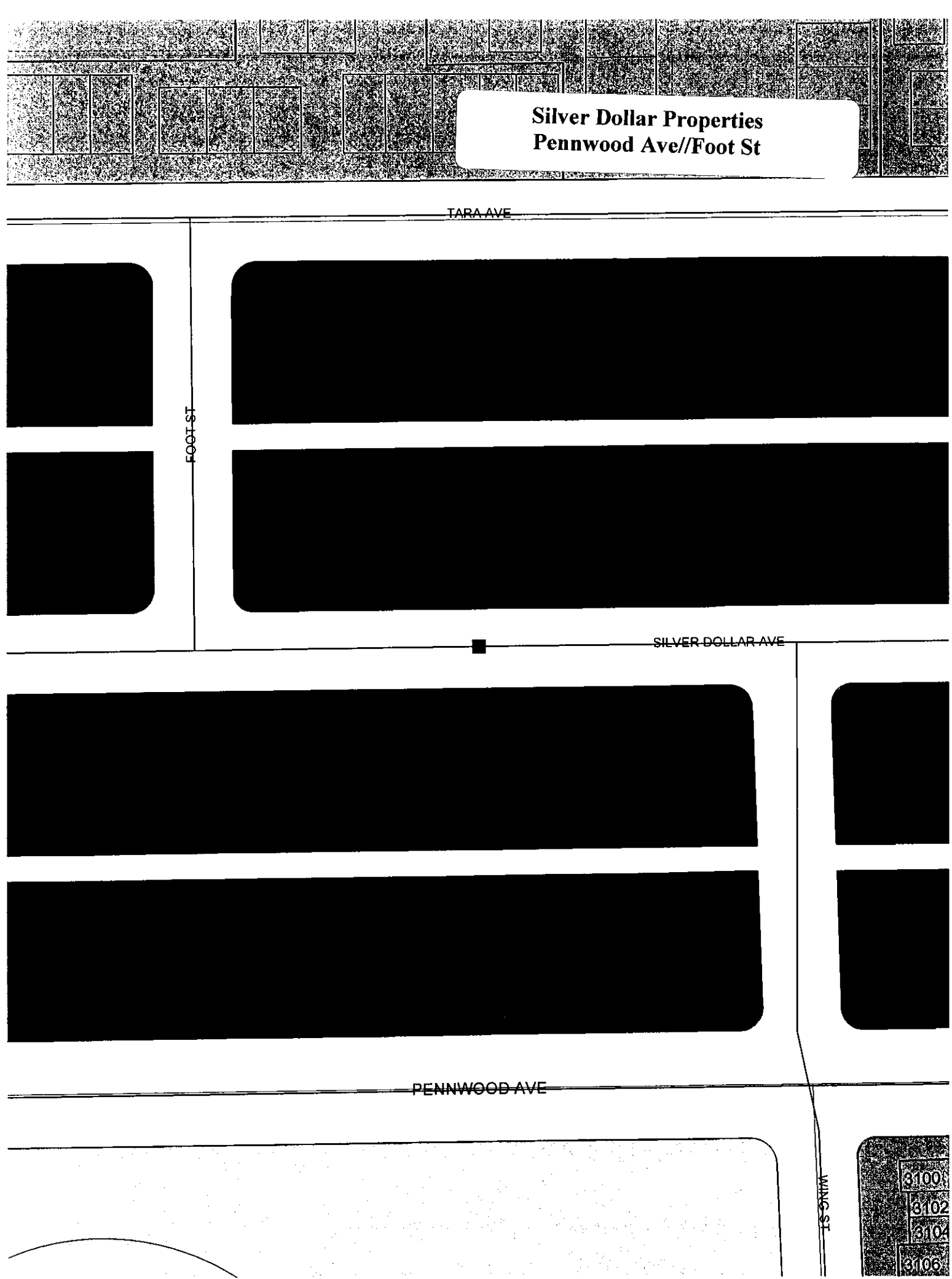
AGENDA MEMO

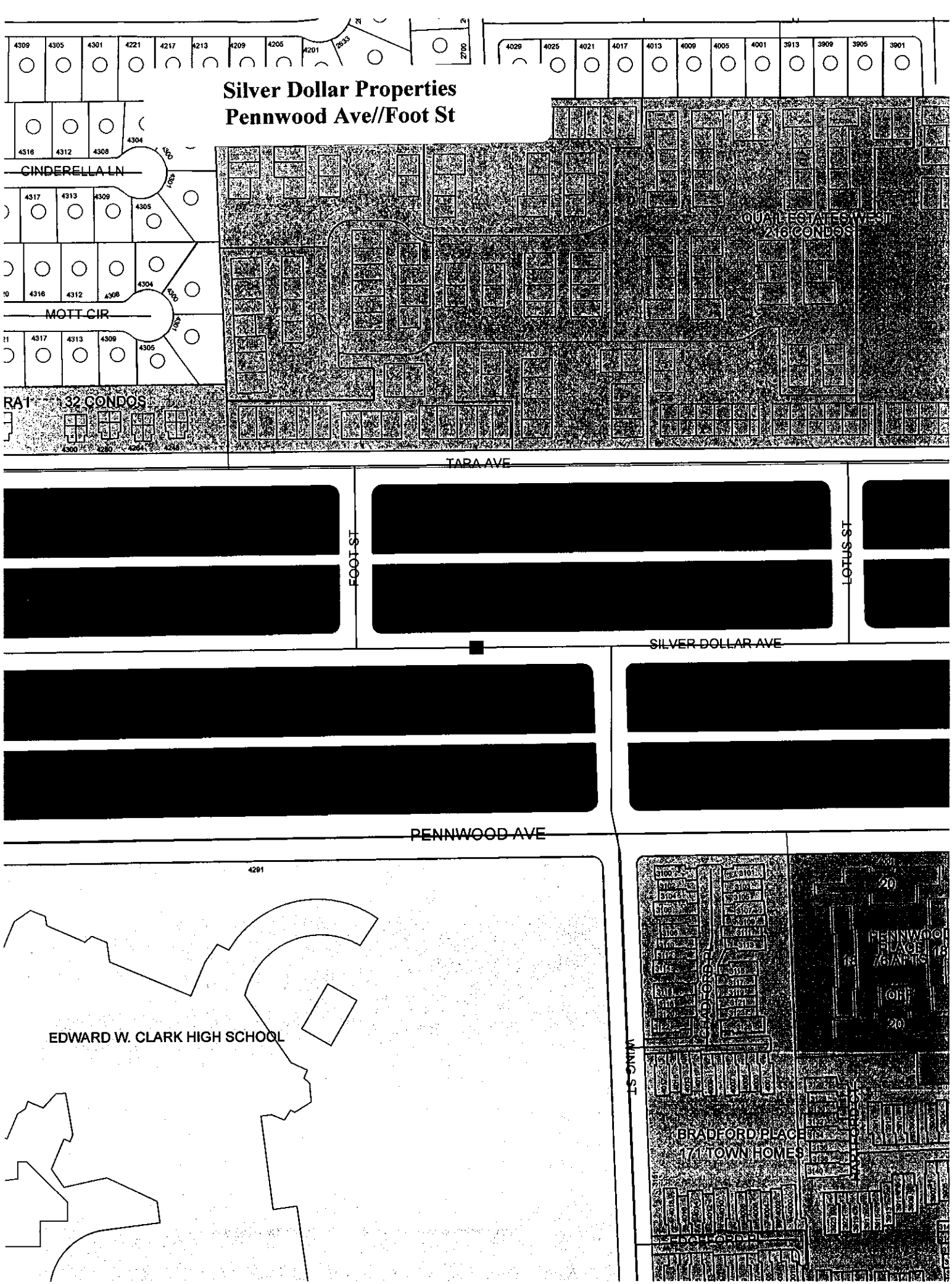
CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing on a three-month review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue, Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue, Units 1-4, 6-8, 4186 Silver Dollar Avenue, Units 1-7.
PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code.

Nuisance Housing Code Notice and Order to Comply and a Notice and Order Regarding Vacant or Abandoned Building was mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and a review of civil penalties assessed. Neighborhood Response recommends a one year review.


Silver Dollar Properties
Pennwood Ave//Foot St
TARA AVE
FOOT ST
SILVER DOLLAR AVE
PENNWOOD AVE
WING ST
3100
3102
3104
3106


Silver Dollar Properties
Pennwood Ave//Foot St
CINDERELLA LN
MOTT CIR
QUAIL ESTATES WEST
216 CONDOS
TARA AVE
FOOT ST
LOTUS ST
SILVER DOLLAR AVE
PENNWOOD AVE
EDWARD W. CLARK HIGH SCHOOL
WING ST
BRADFORD PLACE
171 TOWN HOMES
PENNWOOD PLACE
76 APTS

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
09/18/2008 12:14:22 T20080215079
Book/Instr: 20080918-0002777
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

COPY

APN: 162-07-622-018

September 11, 2008

Case #68190

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-018,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) Flooring to be made sanitary or replaced.

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

14

20080813-0003469

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-018

August 11, 2008

Case #68190

(5)

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-018,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4152 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO:
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #2.**

  In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

14

20080918-0002768

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-020

September 11, 2008

Case #68189

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.-#4, Las Vegas, NV, Parcel # 162-07-622-020,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

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A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #4.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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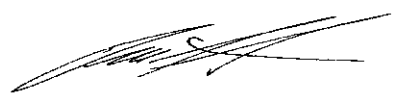
Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

14

20080813-0003468

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-020

August 11, 2008

Case #68189

5

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #4, Las Vegas, NV, Parcel # 162-07-622-020,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4152 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

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A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #4.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

31

20080918-0002762

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(6)

APN: 162-07-622-021

September 11, 2008

Case #68177

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4152 Silver Dollar Ave. - #5, Las Vegas, NV, legally described as Parcel # 162-07-622-021**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
09/18/2008 12:14:22 T20080215079
Book/Instr: 20080918-0002766
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-023

COPY

September 11, 2008

Case #68191

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-023,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
08/13/2008 14:07:56 T20080176105
Book/Instr: 20080813-0003462
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: 162-07-622-023

August 11, 2008

Case #68191

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.-#7, Las Vegas, NV, Parcel # 162-07-622-023,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #4 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002767

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-024

(7)

September 11, 2008

Case #68472

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-024,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.
1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #8.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4152 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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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.

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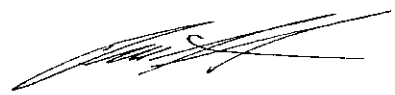
Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
08/13/2008 14:07:56 T20080176105
Book/Instr. 20080813-0003461
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: 162-07-622-024

August 11, 2008

Case #68472

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-024,** as follows:

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Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

10/21

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

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LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #8.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002776

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(9)

APN: 162-07-622-009

September 11, 2008

Case #68005

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #1, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #1.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.
1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #1.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #1.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
08/13/2008 14:07:56 T20080176105
Book/Instr: 20080813-0003471
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: 162-07-622-009

COPY

August 11, 2008

Case #68005

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #1, Las Vegas, NV, Parcel # 162-07-622-009,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #1 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #1.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #1.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002771

Fee: $20.00
N/C Fee: $0.00

09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-010

September 11, 2008

Case #68125

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-010,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
08/13/2008 14:07:56 T20080176105
Book/Instr: 20080813-0003459
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: 162-07-622-010

August 11, 2008

Case #68125

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#2, Las Vegas, NV, Parcel # 162-07-622-010,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #2** .

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

10/21

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

CANCELED

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

31

20080918-0002757

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(6)

APN: 162-07-622-011

September 11, 2008

Case #68172

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4168 Silver Dollar Ave. - #3, Las Vegas, NV, legally described as Parcel # 162-07-622-011**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code
1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.
1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) *Flooring to be made sanitary or replaced.*
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

Chapter 7 Inspection, Testing, and Purging

Section 7.1.5.3 Where leakage or other defects are located, the affected portion of the piping system shall be repaired or replaced and retest.

Replace gas piping by license contractor.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-

panel or hollow-core door one-and-three eighths inches thick.
(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or

manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

16

20080918-0002775

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-012

September 11, 2008

Case #68007

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#4, Las Vegas, NV, Parcel # 162-07-622-012,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
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Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

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Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

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Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

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1994 UHC 701.1 Heating

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1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #4.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

16

20080813-0003470

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-012

August 11, 2008

Case #68007

6

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#4, Las Vegas, NV, Parcel # 162-07-622-012,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #4 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
RETURN TO:
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #4.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002770

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-014

(7)

September 11, 2008

Case #68009

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #6.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

16

20080813-0003460

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-014

August 11, 2008

Case #68009

(5)

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #6 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #6.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002774

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-015

(7)

September 11, 2008

Case #68010

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-015,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.
1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

16

20080813-0003464

Fee: $18.00
N/C Fee: $0.00

08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY

Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-015

August 11, 2008

(5)

Case #68010

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #7 Las Vegas, NV, Parcel # 162-07-622-015,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #7 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

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1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002772

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-016

September 11, 2008

Case #68176

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #8.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4168 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

16

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Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-016

August 11, 2008

Case #68176

5

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#8, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4168 Silver Dollar Ave. - #8 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #8.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

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Neighborhood Response Division
Neighborhood Services Department

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City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

20080918-0002765

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-001

(10)

September 11, 2008

Case #67914

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #1, Las Vegas, NV, legally described as Parcel # 162-07-622-001**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
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STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

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Section 401 Definitions

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1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: **No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.**

Upon correction of 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 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 #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

16

20080918-0002780

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-002

September 11, 2008

Case #68011

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-002,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #2 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) Flooring to be made sanitary or replaced.
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

<u>Per 16.31 – Vacant Buildings</u>: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

<u>Post</u>: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

16

20080813-0003466

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-002

August 11, 2008

Case #68011

5

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-002,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4186 Silver Dollar Ave. - #2 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

14

20080918-0002773

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-003

September 11, 2008

Case #68012

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#3, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #3.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions

Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #3.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

16

20080813-0003463

Fee: $18.00
N/C Fee $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-003

August 11, 2008

Case #68012

(5)

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#3, Las Vegas, NV, Parcel # 162-07-622-003,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4186 Silver Dollar Ave. - #3.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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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.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

31

20080918-0002763

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-004

(6)

September 11, 2008

Case #68016

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #4, Las Vegas, NV, legally described as Parcel # 162-07-622-004**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code
1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.
1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: **No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.**

Upon correction of 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 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 #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

16

20080918-0002769

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-005

September 11, 2008

Case #68168

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #5, Las Vegas, NV, Parcel # 162-07-622-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #5.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

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LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement

Section 202 Substandard Buildings

Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

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Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

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1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

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1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

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Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

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Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

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(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #5.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
08/13/2008 14:07:56 T20080176105
Book/Instr: 20080813-0003458
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: 162-07-622-005

August 11, 2008

Case #68168

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #5, Las Vegas, NV, Parcel # 162-07-622-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4186 Silver Dollar Ave. - #5 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002778

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-006

September 11, 2008

Case #68013

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#6, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings

1001.1 General.

Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.

Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

1) Provide drainage free from obstruction including the jetting of common drain system.

2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.

3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.

4) ***Flooring to be made sanitary or replaced.***

5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #6.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
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City of Las Vegas Boarded Building Certificate Application

16

20080813-0003465

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-006

August 11, 2008

Case #68013

5

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4186 Silver Dollar Ave. - #6 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

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LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

16

20080918-0002779

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-007

September 11, 2008

Case #68014

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-007,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.20 – Housing Codes:

LVMC 9.04.010 (2) (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted there under.

LVMC 16.20.010 A Uniform Housing Code

1994 Uniform Housing Code Chapter 2 Enforcement
Section 202 Substandard Buildings
Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.
1994 Uniform Housing Code Chapter 4 Definitions
Section 401 Definitions

Health Officer *is the legally designated head of the Clark County Health District or his designee. For purposes of this Code, the term also includes the building official or his designee, except with respect to any determination to be made by the health officer under Item #8 of the definition of "NUISANCE" in Section 401 of this Code.*

Nuisance. The following shall be defined as nuisances:
1. Any public nuisance known at common law or in equity jurisprudence, or identified in Chapter 9.04 of the Las Vegas Municipal Code, as it may be amended from time to time.

1994 Uniform Housing Code Chapter 10 Substandard Buildings
1001.1 General.
Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.
1) Provide drainage free from obstruction including the jetting of common drain system.
2) Interior walls and ceilings are to have all hole penetrations, annular openings sealed or caulked.
3) Interior laundry room to be in good repair, sanitary, with good drainage and serviceable utilities.
4) ***Flooring to be made sanitary or replaced.***
5) Bathroom to have fixtures properly installed, good drainage, leak free and sanitary.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.
(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

Replace and properly install entry door with all required hardware.

LVMC 13.28 STREET NAMING AND ADDRESS ASSIGNMENTS
LVMC 13.28.080

(A) Use of display a street name, building number or address number that does not conform to the provisions of this Chapter;
(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or
(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

Provide Correct Address as Defined by County Records. Provide address on building and include design of address sign.

LVMC 9.04.010 (5) Any violation of Title 19 of this code.

LVMC 19.10.010 On-site parking standards

J) Design of Parking Areas.
(6) Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

(7) Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

(9) Wheel Stops/Curbing. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

Provide litter free parking stalls, marked, and provide wheel stops.

LVMC 19.12.070 Multi-family development--Preexisting.

(A) Multi-family developments that were approved before the minimum landscaping requirements of this Chapter went into effect may be required to comply with those requirements, within a reasonable time and to the extent reasonably possible. Upon notice from the Department of Neighborhood Services, and within the time period specified in the notice, the owner or manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential condominium located at 4186 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

14

20080813-0003467

Fee: $18.00
N/C Fee: $0.00
08/13/2008 14:07:56
T20080176105
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 5

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-007

August 11, 2008

Case #68014

(5)

Certified/Regular Mail
Return Receipt Requested

RANDAZZO JOSEPH A & MICHELLE M
DEMATTEO LAWRENCE A
%D B BOGGESS ESQ
%BOGGESS & HARKER
7201 W LAKE MEAD BLVD #210
LAS VEGAS NV 89128-8360

NOTICE AND ORDER REGARDING VACANT OR ABANDONED

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#7, Las Vegas, NV, Parcel # 162-07-622-007,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **single family dwelling located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

RETURN TO:
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of 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 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 #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #7.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the 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.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as 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 (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

cc: La paz Nuevo Homeowners Association, Inc.
645 Helmhill Ave.
Las Vegas, NV 89123

La paz Nuevo Homeowners Association, Inc.
P. O. Box 94642
Las Vegas, NV 89193-4642

Lawrence A. Dematteo
President
La paz Nuevo Homeowners Association, Inc.
3172 Rowena
Rossmoor, CA 90720

Silver Dollar Re-Inspection Report 2/2/2009

4186 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
67914	1	No Insp/ Previously passed.		Occupied
68011	2	No Insp/ Previously passed.		Occupied
68012	3	No Insp/ Previously passed.		Occupied
68016	4	No Insp/ Previously passed.		Occupied
68168	5	Violations repaired.	Passed	Occupied
68013	6	No Insp/ Previously passed.		Occupied
68014	7	No Insp/ Previously passed.		Occupied
68171	8	None		Owner Occupied

4168 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
68005	1	Violations repaired.	Passed	Occupied
68125	2	No inspection completed- Will be ready on 3/2/09 Inspected 4/30/09 1) Broken door knob assembly 2) Lvngrm window broken 3) GFCI broken-ktchn 4) Kichn snk not secured 5) Hood outlet incomplete 6) Exhaust duct not installed 7) No stove 8) Missing interior door casing 9) Bedroom window broken 10) Circuit Breakers unlabeled 11) Cabinets in disrepair 12) Toilet needs base caulked 13) Incorrect tail piece-lavatory 14) Tub drain backed up 15) Tub shower valve disrepair 16) Bathroom wall unfinished 17) Need electricity	First Fail from boarded status	Vacant Vacant
68175	3	No inspection completed, will be moved to unit 3 when completed. Then unit to be rehabbed. Not ready for inspection of 4/30/09	Vacant	Occupied Now Vacant
68007	4	1)Window broken	Failed	Occupied
68173	5	None	Passed	Owner Occupied
68009	6	Violations repaired.	Passed	Vacant
68010	7	1) diverter valve not functional, needs replaced.*	Failed	Occupied
68176	8	No inspection completed- Will be ready on 3/2/09		vacant

4152 Silver Dollar Av.

Case Number	Unit	Violations	Inspection Results	Occupied/Vacant
67733	1	None	Passed	Owner Occupied no inspection

				performed on unit.
68190	2	No inspection completed, will be completed in March.	Passed	Vacant
67735	3	None	Passed	Owner Occupied no inspection performed on unit.
68189	4	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Wall unfinished at entry door 2)Broken outlet face plate 3)No cooking stove 4)Drainage fittings incorrect 5)Incorrect wiring of disposal 6)Broken thermostat 7)Broken bedroom door hardware 8)Broken bedroom window 9)Circuit breakers not labeled 10)Bath exhaust fan not installed 11)Incorrect tailpiece drainage fittings 12)missing sink drain screen 13)Need electricity	First fail from boarded status	Vacant Vacant
68177	5	All items repaired.	Passed	Occupied
68178	6	No Inspection performed on this unit.		Owner occupied
89191	7	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Kitchen sink drain backed up 2)Incorrect drain fittings and installatn 3)Cabinets broken and disrepair 4)Kitchen walls in disrepair 5)shower valve/spout unsupported 6)Deadfront cover missing at panel 7)Smoke detectors missing 8)Missing sink drain screen 9)Broken shower diverter valve 10)Inoperable heat pump 11)Need electricity	First fail from boarded status	Vacant Vacant
68472	8	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Missing range hood w/exhaust 2)Kitchen cabinets in disrepair 3)Bathroom sink/cabinet not replaced 4)Exhaust fan to have roof flashing 5)Carpet not installed throughout 6)Unusable stove 7)Need electricity	First fail from boarded status	Vacant Vacant

Items with * are new violations.

Common Area Violations :

1) Needs to restore and return the copper water piping as the grounding electrode or repair by other approved means. – Inspector verified repaired.

2) Interior area landscaping has not been completed.

3) Repair all damaged stucco to exterior areas of building * This item was completed.

Units are to remain vacant until they pass inspection.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

July 15, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JULY 15, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Review of the violations on the properties located at **4152 Silver Dollar, Units 2, 4, 5 and 7-8, 4168 Silver Dollar Avenue, Units 1-4, 6-8 and 4186 Silver Dollar Avenue, Units 1-7,** The Director of Neighborhood Services advises that this may result in additional civil penalties being imposed by the City Council. Owner of record at time of abatement: **R F H LA PAZ LLC – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. A ny person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

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
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

July 8, 2009

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on April 15, 2009, Agenda Items #53-57 were approved for a three (3) month review hearing. The hearing review is scheduled to be heard on July 15, 2009. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

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 Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Public hearing and possible action to consent to and approve the issuance of private activity bonds by the Industrial Development Authority of the County of Pima, Metro Police Facility Lease Revenue Bonds Series 2009 and Subordinate Series 2009B, to finance the proposed Las Vegas Metropolitan Police Department headquarters to be located at the northwest corner of Martin Luther King Boulevard and Alta Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Industrial Development Authority of Pima County, AZ, wishes to issue up to $240,000,000 of private activity bonds to acquire land and pay for the cost to design, construct, equip, and furnish the proposed new headquarters for the Las Vegas Metropolitan Police Department. The Tax Equity and Fiscal Responsibility Act of 1982 requires that the issuer (Pima County) conduct a public hearing in the jurisdiction where the project resides and obtain the local government's approval before issuing the bonds. The bonds will not constitute an indebtedness or liability of the City of Las Vegas or a charge against our general credit or taxing powers, but shall be payable solely from the sources provided for in the proceedings pursuant to which the bonds are issued.

RECOMMENDATION:
Staff recommends Council consent to and approve the issuance of the Metro Police Facility Lease Revenue Bonds by the Industrial Development Authority of Pima County, Arizona and Mayor be authorized to execute the Conduit Revenue Bond Approval.

BACKUP DOCUMENTATION:
1. Conduit Revenue Bond Approval
2. Notice of Public Hearing

CONDUIT REVENUE BOND APPROVAL

July 15, 2009
Las Vegas, Nevada

RE:	Issuance by The Industrial Development Authority of the County of Pima of its Metro Police Facility Lease Revenue Bonds (Clark County, Nevada Project) Series 2009A (the "Senior Bonds") and Subordinate Series 2009B (the "Subordinate Bonds" and together with the Senior Bonds, the "Bonds") to finance the following project.
PROJECT:	The proceeds of the Bonds will be used to (i) pay a portion of the cost of acquiring certain real property located in the City of Las Vegas, Nevada, which location is more specifically at the northwest corner of Martin Luther King Boulevard and Alta Drive in Las Vegas, Nevada (the "Project Site"), (ii) pay the costs of designing, constructing, equipping and furnishing three multi-story office buildings, a parking structure and related facilities for use by the Las Vegas Metropolitan Police Department as its police headquarters facility (the "Facilities" and, together with the Project Site, the "Project"), (iii) fund a debt service reserve fund for the Senior Bonds, (iv) pay capitalized interest on the Senior Bonds, and (v) pay the costs of issuing the Bonds. The Project will be owned by HQ Metro, LLC, an Arizona limited liability company (the "Borrower"), whose sole member is Community Finance Corporation, an Arizona nonprofit corporation and exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").
TOTAL BOND ISSUE:	Not to exceed $240,000,000

After a public hearing held, after due public notice, on behalf of the City of Las Vegas, Nevada (the "City"), on July 15, 2009, at 9:00 a.m., in the City of Las Vegas, Nevada, Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, and there being no objections made at said hearing held pursuant to the provisions of Section 147(f) of the Code, the above-stated Project is hereby approved and The Industrial Development Authority of the County of Pima (the "Issuer") is hereby authorized to proceed with the financing of said Project by the issuance of the Bonds. THE BONDS WILL NOT BE AN OBLIGATION, EITHER GENERAL OR SPECIAL, AND DO NOT CONSTITUTE A PLEDGE OF THE GENERAL CREDIT OR TAXING POWER, OF THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, THE STATE OF NEVADA OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE PROJECT REVENUES AND PROPERTY PLEDGED THEREFOR.

The undersigned consents to and approves the issuance of the Bonds (and the use thereof to finance the Project) by the Issuer. **Such approval is only for the purpose of Section 147(f)(2) of the Code.** Except as expressly provided herein, it is not intended nor should it be construed to be any review, authorization or approval by myself, Clark County or the City of Las Vegas of the issuance of the Bonds or the documents relating thereto.

ATTEST:

By: _____
Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS, NEVADA

By: _____
Oscar B. Goodman, Mayor

Approved as to form:
D. Barbuto 7/2/09
Date

4848-8729-3443.1

NOTICE OF PUBLIC HEARING

Public notice is hereby given that on July 15, 2009, commencing at 9:00 a.m., a public hearing will be conducted by the City of Las Vegas, Nevada (the "City") or by a designee appointed to conduct the hearing, at the Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada regarding the issuance by The Industrial Development Authority of the County of Pima (the "Authority") of its not to exceed $240,000,000 aggregate principal amount of Metro Police Facility Lease Revenue Bonds (Clark County, Nevada Project) Series 2009 to be issued in one or more senior and subordinate series (collectively, the "Bonds").

The proceeds of the Bonds will be used to make a loan to HQ Metro, LLC, an Arizona limited liability company (the "Borrower"), whose sole member is Community Finance Corporation, an Arizona nonprofit corporation and exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), to assist the Borrower to (i) pay a portion of the cost of acquiring certain real property located in the City of Las Vegas, Nevada, which location is more fully described below (the "Project Site"), (ii) pay the costs of designing, constructing, equipping and furnishing three multi-story office buildings, a parking structure and related facilities for use by the Las Vegas Metropolitan Police Department as its police headquarters facility (the "Facilities" and, together with the Project Site, the "Project"), (iii) fund a debt service reserve fund for the senior Bonds, (iv) pay capitalized interest on the senior Bonds, and (v) pay the costs of issuing the Bonds. The Project will be located more specifically at the Northwest corner of Martin Luther King Boulevard and Alta Drive in Las Vegas, Nevada, and consists of 14.55 acres together with all improvements to be constructed thereon.

The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the Authority, Pima County, Arizona, the State of Arizona, or any political subdivision of the State of Arizona, or a charge against their general credit or any taxing powers, but shall be payable solely from the sources provided for in the proceedings pursuant to which the Bonds are issued. The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the City, Clark County, Nevada, the State of Nevada, or any political subdivision of the State of Nevada, or a charge against their general credit or any taxing powers, but shall be payable solely from the sources provided for in the proceedings pursuant to which the Bonds are issued.

The public hearing is required by Section 147(f) of the Code. At the time and place set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on the proposed issue of Bonds, and the location and nature of the proposed project to be financed. Written comments may also be submitted to the City for receipt prior to the time and date of such hearing at the City of Las Vegas, Nevada, Attention: c/o Mark Vincent, City of Las Vegas, Nevada, Chief Financial Officer, 400 Stewart Avenue, Las Vegas, Nevada 89101.

This Notice is dated July __, 2009.

CITY OF LAS VEGAS, NEVADA

_____

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action on Newland Communities' Symphony Park Business Plan for fiscal year 2010 for Symphony Park located at 100 South Grand Central Parkway (APN's 139-34-110-002, 005 and 006) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
In December 2005, City Council approved a Project Management and Consulting Agreement with Newland Communities. Terms of the agreement require that Newland Communities provide a Business Plan outlining their goals, objectives and budgets for the coming fiscal year relating to Symphony Park. Before the City Council today is the Symphony Park Business Plan for fiscal year 2010.

RECOMMENDATION:
Accept the report

BACKUP DOCUMENTATION:
Symphony Park FY-2010 Business Plan

SYMPHONY PARK

FY 2010
BUSINESS PLAN



CITY OF LAS VEGAS NEVADA

Newland COMMUNITIES
AT THE HEART OF GREAT LIVING

June 5, 2009

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SECTION 11 _____ COMMUNITY GOVERNANCE



PROJECT VISION

Project Vision

Symphony Park, an all-new planned urban mixed-use community, is taking shape on 61 acres in the heart of downtown Las Vegas. The city's first true city neighborhood, Symphony Park is designed to invigorate and dramatically enhance downtown Las Vegas and is considered by the development community to be the single most important element in the revitalization of this area. Where most major development in Las Vegas caters to tourists, Symphony Park is the exception. It is a place planned primarily for those who live and work in southern Nevada to gather, dine, shop, people-watch and indulge in the community's many cultural and entertainment offerings- a dynamic city neighborhood in the world's most exciting destination.

Symphony Park is a top priority for the city of Las Vegas, led by three-term Mayor Oscar B. Goodman, the City Council and the Redevelopment Agency. In December 2005, the city of Las Vegas chose Newland Communities, a leading national development company, to help create the master plan and act as development manager for the project. Through this dynamic public-private partnership, Union Park is no longer just a plan. With the community's first building nearing completion, infrastructure construction well underway, and secured commitments for the majority of project parcels, the vision of Union Park is now being realized.

Located just east of I-15 and surrounded by neighboring major development, including the Clark County Government Center, World Market Center Las Vegas, Molasky Corporate Center and Las Vegas Premium Outlets, this development will further evolve downtown Las Vegas into a destination far beyond what exists today. Geared heavily toward the local population, Union Park will offer a true mixed-use neighborhood with residential, retail, office and entertainment opportunities unlike any other place in the City. The diverse mix of uses, high-density and architectural styles are creating an engaging and active community - so important to smart growth and green city centers.

At Symphony Park sustainability is a guiding principle for the community plan and development overall. In keeping with the city of Las Vegas' well defined and broad sustainability initiative, Symphony Park embodies the very essence of land recycling by transforming a brownfield site into a vibrant community. In July 2008 Symphony Park was awarded Gold certification status under stage 2 by the U.S. Green Building Council (USGBC) through its Leadership in Energy and Environmental Design for Neighborhood Development (LEED®-ND) green building rating system. Symphony Park is the only project in the state of Nevada to be selected as part of this pilot program and is setting the standard, both locally and nationally, for green neighborhood development.

Anchored by two landmark civic developments, the Frank Gehry-designed Cleveland Clinic Lou Ruvo Center for Brain Health and The Smith Center for the Performing Arts, Symphony Park will enjoy a substantial art influence that embraces the adjacent downtown arts district and will fuel the cultural resurgence for the Las Vegas valley. As the city's first performing arts center, The Smith Center is the future

home of the Las Vegas Philharmonic and Nevada Ballet Theatre and will accommodate full-scale Broadway, theatrical and concert productions. The Cleveland Clinic Lou Ruvo Center for Brain Health is dedicated to the research and treatment of neurodegenerative diseases, forging worldwide cooperative research networks to validate new treatments for prevention. The Center's administrative and management staff moved into the facility in November 2008 and an official opening is planned for late 2009.

Symphony Park will also include major hospitality and entertainment projects, residential neighborhoods, office and medical buildings, as well as retail and dining throughout. Currently planned developments include The Charlie Palmer, a 400-room boutique hotel, being developed by renowned chef Charlie Palmer and City-Core Development; the World Jewelry Center, a 2 million-square-foot trade tower for the international and domestic gem and jewelry trade, developed by Probity International Corporation; a casino/hotel entertainment complex of over 2.4 million square feet developed by Forest City and Live/Work; and 2,780 urban residences, including apartments, high- and mid-rise condominiums, townhomes, lofts, live/work residences with approximately 2,300 developed by Newland Communities.

As a city neighborhood with residences throughout, Symphony Park will also feature street-level retail and restaurants and a two-acre central park at the core of the community. Also called Symphony Park, the park is envisioned as a beautifully landscaped area that will host outdoor concerts, art shows and other outdoor festivals. As such, the park will become a gathering place for social interaction. Simultaneously, it will be a place for quiet contemplation and reflection. The park will be the first major open space within downtown Las Vegas. Desert-appropriate vegetation and design is planned for the park in keeping with the development's overall focus on sustainability.

To further connect this walkable city neighborhood to the surrounding area, pedestrian connections will be incorporated into the community's master plan. Plans to link Symphony Park to the new City Hall and other key locations, east of the Union Pacific rail line, are now being reviewed.

In the years to come, as the new skyline of Symphony Park grows in prominence, the image of Las Vegas will evolve past the glitz and glamour of the Strip. Symphony Park will be a centralizing force for the city - blending the city's well-established and renovated downtown core with a newly defined metropolitan center. Symphony Park is a one-of-a-kind place with an unparalleled commitment to the culture and arts, a livable city neighborhood that will stand the test of time. By virtue of its central location in the heart of the city, its world-class facilities and its emphasis on arts and culture, Symphony Park is destined to become a landmark for Southern Nevadans, as well as a destination for tourists.

PROJECT HISTORY

Project History

July 19, 2000	City Council authorizes City staff to enter into negotiations With Shopco Advisory Group (representing Lehman Brothers) for the purchase of the 61-acre parcel; City willing to exchange 98 acres in the Las Vegas Technology Center plus $2 million
September 20, 2000	City Council authorizes staff to proceed with the developer selection process for the property; Council, in a separate action, voted to hold the agreement that would allow the City to acquire the land
September 25, 2000	Environmental Risk Management Report completed by Converse Consultants
October 4, 2000	City Council holds the agreement that allows the City to exchange 99 acres in the Las Vegas Technology Park plus $2 million for the 61.5 acres
October 18, 2000	City Council approves the agreement between PAMI and the City of Las Vegas for the acquisition of the 61.5-acre parcel located at Grand Central Parkway and Bonneville
December 8, 2000	Request for Qualification packets mailed
December 20, 2000	City Council given status report regarding RFQ's
December 29, 2000	Grant, Bargain, Sale Deed for the conveyance of the property is recorded
March 3, 2001	Responses to the RFQ are due; staff receives 10 responses
April 16, 2001	Mayor's letter requesting additional information is sent to the 10 respondents
May 31, 2001	Revised proposals are due; four of the initial 10 received; remaining applicants either withdraw proposals or do not respond
June 25, 2001	Four developers make presentations to City Council; Council holds the decision until the July 5th City Council meeting
July 5, 2001	City Council authorizes staff to enter into negotiations for 60 days with Southwest Sports Group

September 2001	City Parkway IV, Inc created to separate 56-acres, which is in the Gaming Overlay District, from City Parkway V, Inc.
January 2002	Performing Arts Analysis completed - JB Research Associates
January 2002	Market Analysis for Parkway Center Mixed-use Development completed - Economic Research Associates
February 2002	Academic Medical Center Study completed - The Innova Group and Ellerbe Becket
June 2002	Preliminary geotechnical studies completed - Converse Consultants; as the site originally designed with Academic Medical Center on the southern portion, preliminary geotechnical studies were carried out it two steps: South and North
September 2002	Trenching report completed -- Converse Consultants; 5-trenches were dug for eye witness representatives of the Reno Nevada Board of Regents so they could see the remediated nature of the soil on sight
September 2002	Risk-Based Evaluation completed - Converse Consultants; after completion of the market analysis, second risk-based evaluation completed to determine extent of future remediation requirements for proposed uses of hospital, residential and retail
October 2002	Letter from Steve Houchens and Doug Selby to Michael Cramer of Southwest Sports Realty terminating the Exclusive Negotiation Agreement
January 2003	City Council approves City Parkway to act as master developer and for Mayor Task Force to direct the master design of 100 Grand Central Parkway
February 2003	City Council approves City Parkway IV & V to hire Richard Oglesby as the Project Administrator for the site
March 2003	Design Workshop, RNL and Kimley-Horn are hired to design a master plan for the site
September 2003	City Council accepts Master Plan
December 2003	City Council authorizes City Parkway IV & V to pay 50% of the cost for Booz, Allen Hamilton to study the Las Vegas Valley on behalf of Cleveland Clinic to build on the 61-acre site
May 2004	Environmental Management Negotiations with Union Pacific reinstated

May 2004	City Council approves trademark of Union Park
July 2004	Cleveland Clinic decides NOT to come to Las Vegas
July 2004	Mayor and City Manager direct City Parkway V to prepare RFP to send to select master developers
January 2005	Mayor announces Ruvo gifted 5-acres of land on site for Alzheimer's Clinic
September 2005	Related Cos. selected as developer for 61 acres per RFP
January 2005	City Council approves Exclusive Negotiation Agreement with Related Cos. for development of 61 acres
March 2005	Las Vegas Performing Arts Center Foundation enters into agreement with Donald W. Reynolds Foundation for $45,000,000 endowment
September 2005	City elects not to extend term of Exclusive Negotiation Agreement with Related
December 2005	City enters into agreement with Performing Arts Center Foundation
	City and Newland Communities enter into Project Management consultant agreement
February 2006	City enters into agreement with Lou Ruvo Brain Institute for development of Frank Gehry-designed center
May 2006	City approves business and development plans for Union Park submitted by Newland Communities
July 2006	City Council approves Exclusive Negotiation Agreement with Heritage-Nevada VIII, LLC, developer of the World Jewelry Center on Parcel E
October 2006	The Smith Center for the Performing Arts announces design team for performing arts center: Design Architect David M. Schwarz/Architectural Services, Inc.; Executive Architect HKS Architects; Theater Consultant Fisher Dachs Associates, Inc.; and Acoustical Designer Akustiks, LLC
November 2006	City Council approves Design Standards and Master Parcel Plan
February 2007	Lou Ruvo Brain Institute construction start
February 2007	Request for Proposal issued for Parcel J business hotel and office development

April 2007	City Council approves Exclusive Negotiation Agreement with Live/Work LLC and Zoe Property, LLC, developers (with Forest City) of casino/hotel and entertainment complex on Parcels P and Q
May 2007	City amends and restates agreement with Performing Arts Center Foundation
	City Council approves Exclusive Negotiation Agreement with Palmer City-Core Union Park Hotel LLC, developer of The Charlie Palmer boutique hotel on Parcel G
July 2007	City Council approves Amendment to the Exclusive Negotiation Agreement with Heritage-Nevada VIII, LLC, developer of the World Jewelry Center on Parcel E
	City Council approves Exclusive Negotiation Agreement with TAP Property Holdings of Nevada, LLC, developer of medical offices and business hotel on Parcel J
August 2007	Union Park the only project in Nevada accepted into Leadership in Energy and Environmental Design for Neighborhood Development (LEED®-ND) pilot program developed by the U.S. Green Building Council (USGBC)
October 2007	The Smith Center for the Performing Arts receives $100 million challenge grant from the Donald W. Reynolds Foundation
	City Council approves Extension and First Amendment to the Exclusive Negotiation Agreement with Palmer City-Core Union Park Hotel LLC, developer of The Charlie Palmer boutique hotel on Parcel G
November 2007	City Council approves Project Manager Disposition and Joint Development Agreement with Newland Communities LLC, developer of 2,600 residential units
December 2007	City Council approves Extension to the Exclusive Negotiation Agreement with TAP Property Holdings of Nevada, LLC, developer of medical offices and business hotel on Parcel J
January 2008	City Council approves Disposition and Development Agreement with Heritage-Nevada VIII, LLC, developer of the World Jewelry Center on Parcel E
	City Council approves a $1.71 million agreement with the Whiting-Turner Contracting Company to handle pre-construction services for The Smith Center for the Performing Arts

March 2008	City Council approves Disposition and Development Agreement with Palmer City-Core Union Park Hotel LLC, developer of The Charlie Palmer boutique hotel on Parcel G
	Request for Proposals issued for Parcel B mixed-use development
April 2008	Ceremonial groundbreaking celebration marks the commencement of phase one infrastructure construction for Union Park
	Request for Qualifications issued to potential landscape architectural firms for Symphony Park
May 2008	City elects not to extend term of Exclusive Negotiation Agreement with TAP Property Holdings of Nevada, LLC, developer of medical offices and business hotel on Parcel J (Access Medical)
June 2008	Request for Proposals issued for design competition for Symphony Park
July 2008	Union Park awarded Gold certification status under stage 2 by the U.S. Green Building Council (USGBC), through their Leadership in Energy and Environmental Design for Neighborhood Development (LEED®-ND) green building rating system
	City Council approves amendment to Newland Communities residential development agreement
August 2008	Symphony Park judging of design competition entries; project awarded to Design Workshop
October 2008	Request for Qualifications issued for Parcel J hotel development
November 2008	City Council approves Forest City Development Agreement to develop a casino/hotel entertainment complex
	Temporary Certificate of Occupancy issued for administrative offices of Lou Ruvo Brain Institute
	BRT project on Grand Central Parkway completed to Bonneville Avenue
February 2009	Cleveland Clinic and Lou Ruvo Brain Institute announce partnership. Institute renamed Cleveland Clinic Lou Ruvo Center for Brain Health
March 2009	Completion of Phase I infrastructure improvements

May 2009	City Council approves construction contracts for The Smith Center
	City Council approves name change from Union Park to Symphony Park to reflect significant role new community will play as cultural and artistic center and as a metaphor for project's complementary blend of uses
	Groundbreaking of The Smith Center for the Performing Arts with construction start of May 27



KEY GOALS & OBJECTIVES

A. MARKETING AND PUBLIC RELATIONS

1. **Goal: Expand positive brand awareness for the entire Symphony Park community among key business and consumer target audiences, locally, regionally and nationally, including stakeholders.**
    - **Objective:** Re-brand project as Symphony Park by positioning as a one-of-a-kind city neighborhood in the heart of Las Vegas.
    - **Objective:** Promote the unparalleled commitment to culture and arts, complete city living, world-class architecture, community benefits, progressive spirit and ideas, as well as the lasting contribution that Symphony Park will provide future generations.
    - **Objective:** Focus on Symphony Park's inspirational contribution to city revitalization, neighborhood development sustainability and design innovation.

2. **Goal: Build confidence in the project during the current economic downturn.**
    - **Objective:** Promote major milestones and focus on the individual parts of the place to position the brand within the hearts and minds of the target audiences.
    - **Objective:** Communicate with confidence in the long-term legacy of the project through presentations, on-site signage, participation in community events, other community involvement and website programming.

3. **Goal: Develop an ongoing marketing communications program with a consistent brand message that will be reflected in public and community relations, advertising, direct marketing, collateral brochures, presentations and on the internet.**
    - **Objective:** Continue to build relationships with consumers, partners, influencers and stakeholders by presenting consistent and compelling messages to all target audiences.
    - **Objective:** Engage consistently and through multiple venues with all third-party developers to promote parallel messaging about Symphony Park as a whole with clear brand positioning.

B. LAND DISPOSITION

1. **Goal: Obtain commitments from third-party developers and City Council approval for Parcels B, J, K and A-2.**
    - **Objective:** Secure developer for Parcel B by October 2009. DDA to be finalized and approved by City Council by April 2010.

- **Objective:** Finalize Exclusive Negotiating Agreement for Parcels A2 and J with prospective developer by September 2009. DDA to be finalized and approved by City Council by fall (September/October) 2010.
- **Objective:** Secure medical developer for Parcel K by 2nd Quarter (calendar) 2010.

2. **Goal: Nurture existing third-party developer relationships, revise agreements as appropriate, and manage development agreements to keep existing projects committed.**

    - **Objective:** Work with city staff to address potential extensions due to current capital market conditions.
    - **Objective:** Establish policy for new third-party development agreements to allow ample time for performance based on current capital market conditions.

C. FINANCIALS

1. **Goal: Maximize production output and minimize costs.**

    - **Objective:** FY 2010 cost reduction.
    - **Objective:** Negotiate all contracts to maximize work effort and limit cost over-runs.
    - **Objective:** Reduce overhead and marketing expenses.

2. **Goal: Re-forecast Symphony Park projections.**

    - **Objective:** Re-forecast timing of revenues for each parcel and determine the strategy and timeframe of repayment of the interfund loan.
    - **Objective:** Manage Symphony Park budgets to maximize City cash flow.

D. MASTER PLAN

1. **Goal: Preserve the integrity of the entitled Master Plan**

    - **Objective:** Monitor all third-party developers and proposed third-party developers to ensure a balanced mixed-use program.
    - **Objective:** Study increased programming on the northern third of the site.
    - **Objective:** Re-entitle Parcel B for hotel and commercial office (hotel moves from Parcel J to Parcel B).
    - **Objective:** Re-entitle Parcel J for office/medical use.
    - **Objective:** Re-entitle parcel O2 to remove the residential component and reprogram to allow for the expansion of the casino/hotel on parcels P/Q.

E. PHASED DEVELOPMENT AND PROJECT SCHEDULE

1. **Goal: Complete Phase I infrastructure improvements.**
    - **Objective:** Streets paved in Phase I by March 2009. (Phase I was completed in March 2009.)

2. **Goal: Begin Phase II infrastructure improvements.**
    - **Objective:** Complete Mylars for Phase II by July 30, 2009.
    - **Objective:** Publish bid by August 15, 2009.
    - **Objective:** Notice to Proceed by November 4, 2009.
    - **Objective:** Complete Phase II infrastructure improvements by June 14, 2010.

    NOTE: Target dates subject to change dependent on internal approvals.

3. **Goal: Commence design of a bridge crossing between new City Hall parking garage and Parcel L.**
    - **Objective:** Work closely with City staff to coordinate design efforts to coincide with construction of The Smith Center for the Performing Arts.

4. **Goal: Finalize plans and financing for public parking structure on Parcels H/I.**
    - **Objective:** Work with City staff to coordinate design and budgeting.

5. **Goal: Refine current site management plan.**
    - **Objective:** Secure the site with fencing and gates.
    - **Objective:** Coordinate staging and temporary parking for project construction.
    - **Objective:** Modify plans for soil removal as new projects come on line.

F. SYMPHONY PARK (THE PARK)

1. **Goal: Manage the continuing design process for the park.**
    - **Objective:** Work with The Projects Group on design and bidding process.
    - **Objective:** Construction drawings completed in FY 2010.
    - **Objective:** Bidding process complete and contract awarded in FY 2010.

2. **Goal: Define the public art program within the park**
    - **Objective:** Pursue grants for public art within the park to further enhance the Reynolds Foundation gift.

3. **Goal: Design and secure funding for a commemorative recognition of Mayor Oscar B. Goodman within the park grounds.**

   - **Objective:** Work with third-party stakeholders and community to determine appropriate fashion for acknowledgement.

4. **Goal: Finalize definitive agreements between The Smith Center for the Performing Arts and the Symphony Park Master Association (SPMA).**

   - **Objective:** Finalize transfer of M1, M2, M3 to SPMA ownership.

   Note: Construction of the park is not expected to commence until the early part of calendar year 2011. The grand opening of the park is planned to coincide with the grand opening of The Smith Center for the Performing Arts, currently scheduled for early 2012.

G. COMMUNITY GOVERNANCE

1. **Goal: Complete Master Association operational start-up process.**

   - **Objective:** Finalize the budgets.
   - **Objective:** Determine the viability of self-management or to issue an RFP for a management company.
   - **Objective:** Determine commencement of assessments.

MARKETING & PUBLIC RELATIONS SUMMARY

SITUATION ANALYSIS

Background

The city of Las Vegas is in the midst of a 20-year urban revitalization effort. Led by the Mayor, the City Council and the Las Vegas Redevelopment Agency, major projects including the Clark County Government Center (385,000 square feet), the Las Vegas Premium Outlets (539,000 square feet), the World Market Center Las Vegas (12 million square feet at build-out), and the Molasky Corporate Center (265,000 square feet of Class A office space) have already drastically changed the landscape of downtown Las Vegas and added new jobs to the market.

Symphony Park

Perhaps the most important element of the City's downtown redevelopment efforts is Symphony Park. This new planned city neighborhood is surrounded by the existing developments listed above and in the center of Las Vegas. Once complete, Symphony Park will be a high-density, walkable, mixed-use, sustainable, urban community. Elements of the project will include a broad mix of residential, commercial, hospitality and retail development, as well as two major civic projects, The Smith Center for the Performing Arts and the Cleveland Clinic Lou Ruvo Center for Brain Health.

The entire community will be designed and built to ensure its sustainability for present and future generations. The only project in the state of Nevada to be accepted into the Leadership in Energy and Environmental Design for Neighborhood Development (LEED®-ND) national pilot program, Symphony Park was awarded Stage 2 gold level LEED®-ND certification status by the U.S. Green Building Council (USGBC) in July 2008. Third-party developers will also contribute to the sustainability of the community with their buildings required to achieve LEED® New Construction certification.

Symphony Park amenities and third-party developers are world-class:

- The Smith Center for the Performing Arts, the city's first performing arts center and home to the Las Vegas Philharmonic and Nevada Ballet Theatre (parcels H/I).
- Symphony Park, a 2+ acre central park within the heart of the community (parcels M1, M2 and M3).
- Cleveland Clinic Lou Ruvo Center for Brain Health, Frank Gehry-designed building, anchor to the medical/office district, international research facility for neurodegenerative diseases (parcel A1).
- The World Jewelry Center, international trade tower as well as gem and jewelry-focused retail center (parcel E).
- The Charlie Palmer, 400-room boutique hotel by celebrated chef and hospitality entrepreneur (parcel G).
- A variety of urban residences, offering a wide range of housing, including low, mid and high-rise condominiums, townhomes, live/work residences, and

apartments in varied price ranges by Newland Communities (parcels C, D, F, N, and O1).
- A planned hotel/casino/entertainment and retail complex by Forest City (parcels P and Q).
- Future medical, educational, business and hospitality brands on remaining parcels (A2, B, J and K).

The central vision for Symphony Park is "a city within a city" that ultimately complements all that Las Vegas already has to offer. Symphony Park will provide a lasting, meaningful contribution for permanent residents, locals and tourists alike that extends well beyond the immediate urgency of getting it built. It is a legacy for the Las Vegas community.

FY 2010 (July 2009 through June 2010) and Beyond

At the time this business plan was written, Symphony Park remains in the start-up phase of development, primarily due to the impact of the 2008 economic downturn and the disruption in the credit markets. Market conditions have impaired the private sector's ability to obtain funding in the immediate horizon, and, therefore, construction starts will be delayed. However, significant progress is being made on phase I infrastructure improvements in calendar 2008 with phase II expected to move forward in 2009. This horizontal construction is possible through the City's commitment to funding the project with bonds.

There are two developments in construction at the time of this writing: the Cleveland Clinic Lou Ruvo Center for Brain Health is planning an official facility-wide opening in late 2009 and The Smith Center for the Performing Arts whose groundbreaking took place at the end of May 2009 is planning to complete construction in early 2012.

Symphony Park, however, remains a phased development with many projects projecting potential 2012/2013 openings (The Charlie Palmer boutique hotel, Newland Communities' first residential parcel, etc.). Total project build-out is projected in 10-15 years.

MARKETING AND PUBLIC RELATIONS GOALS

In FY 2010 there are three primary goals for the marketing and public relations programs:

- To expand positive brand awareness for the entire (newly named) Symphony Park community among key business and consumer target audiences, locally, regionally and nationally, and including stakeholders and other key influencers.

- To build confidence in the project even during the current economic downturn by promoting major milestones and communicating the long-term legacy of the project with confidence. Focus on the individual parts of the place to position the brand within the hearts and minds of our target audiences. In calendar 2009 this will be The Smith Center's groundbreaking, the Cleveland Clinic Lou Ruvo Center for Brain Health opening its doors, the design and funding of the park, ongoing infrastructure improvements, and continuation of the LEED® for Neighborhood Development gold certification story.

- To develop an ongoing marketing communications program with a consistent Symphony Park brand message that will be reflected in public and community relations, advertising, direct and online/internet marketing, collateral brochures, and presentations so that our target audiences will be able to anticipate the full depth of what the community will bring to Las Vegas.

These goals will be achieved through a multi-faceted approach, beginning with new brand development in FY 2009 and the announcement of the change from Union Park to Symphony Park. The change is much deeper than just a name: the change is a chance to more clearly define the neighborhood's fundamental nature. Symphony Park will be a convergence of creative expression; scientific and medical advances; and livability with sustainable practices and exceptional hospitality.

MARKETING STRATEGIES

The new brand identity, Symphony Park, was introduced in the latter portion of May 2009. The launch of this new brand will help propel the FY 2010 marketing messages to a wider audience. A key component of the FY 2010 campaign is to build momentum as new communications tools and public relations stories are released.

Marketing strategies for FY 2010 are:

- To position Symphony Park as a place where new ideas are nurtured and fostered with particular emphasis on the arts, culture, medicine, hospitality and sustainability.
- To focus on Symphony Park's inspirational contribution to city revitalization and its unprecedented commitment to culture and arts, world-class ideas, sustainability, and design innovation– all quality of life issues for Southern Nevadans.
- To enhance public awareness of Symphony Park's many benefits to the community, including economic revitalization through job creation and expanded tax revenues.
- To provide Las Vegas with its first urban neighborhood where residents can live, and visitors and residents can work and play.
- To continue to build relationships with consumers, partners, influencers and stakeholders.
- To develop and promote interactive experiences through participation in community events, website programming and community involvement.

Key points regarding the creative strategy:

- Symphony Park will rivet its audiences with emotionally evocative imagery that supports the positioning statement, "There is only one Symphony Park." (But never uses those words.)
- Symphony Park will appropriately use music as a tool and asset to reach audiences– manifested on the website.
- Care will be taken when selecting illustrators, photographers, and writers so Symphony Park does not look, feel or act like any other community development.
- Brand lexicon is important to defining the brand and differentiating it from other developments.

- The Guidelines for Logo Usage provide a secondary color palette and typefaces, as well as the proper way in which to use the logo by itself and in conjunction with partners' logos.

Advertising strategies include:

- Utilize cost effective marketing tools to maximize the budget and provide impact.
- Search engine marketing and promotions.
- Non-traditional and interactive media (online, promotional, event-oriented, etc.) for ongoing communications.
- Limited program of local print with a focus on special downtown, Las Vegas, and green issues.
- Fence Wrap and On-site Signage Program within budget limitations.
    - Important component of efforts to generate brand awareness since the Symphony Park site is a heavily trafficked area surrounded by the Molasky Corporate Center, the Clark County Government Center, the World Market Center Las Vegas and the Premium Outlets.
    - Plays a major role in the aesthetics of the site (while the project is under construction).
    - Demonstrates the vision of Symphony Park in a visual, dramatic and evocative fashion to all who drive by or enter the site, as well as serving as a geographic landmark for the site.

Web site strategies include:

- In FY 2009 the URL of www.symphonypark.com was purchased and a splash page was created to introduce Symphony Park to the online audience. It included three revolving illustrations/photos, key messaging about Symphony Park; a means to link to partners' sites; links to city of Las Vegas and New land sites; ability to download the Symphony Park media kit; and a "Keep Informed" method to capture interested parties' email addresses.
- Create a new user-friendly interactive site which reflects the brand image of Symphony Park, utilizing current technologies and social media.

Collateral tools include:

All collateral will be re-designed as part of the new brand development program. Care has been taken to use up the former Union Park collateral and to find cost efficient ways of printing smaller quantities of new materials for Symphony Park. Also, where possible, materials will be produced digitally to control expenses.

- General Symphony Park Fact Sheet (used by all as a leave-behind information piece)
- One-sheet on LEED gold and sustainability (key area of excellence; piece will be converted to online update piece as well)
- Three to four one-sheets for other important topics, including Community Benefits, Education, etc. (key positioning elements; utilize as online update pieces as well)
- Newsletter will be converted to e-mail updates: reviewing twice monthly frequency.
- New presentation materials for community outreach: Power Point presentations, site map (and other key visuals) posters, updated video, etc.

PUBLIC RELATIONS STRATEGIES AND TACTICS

Over-arching public relations goals:

- To re-shape the image of Symphony Park (with new name and positioning) through multiple venues, including event(s), press releases, story pitches, web plan, etc.
- To build on past positive coverage of Symphony Park in local and regional media by nurturing local media relationships to keep the energy going.
- To increase coverage of Symphony Park in national media, taking advantage of partners' events, such as the groundbreaking of The Smith Center.
- To continue to position the city of Las Vegas and Newland as highly successful and forward-thinking developers with significant resources and the ability to bring the project to fruition.
- To manage messaging if/when third-party developers request extensions for construction (which will be approved by City Council).

Key public relations strategies:

- To refine key messages about Symphony Park within the context of the new brand positioning.
- To focus on the importance of public-private partnerships, particularly in tough economic times.
- To promote the value of redevelopment as important to both the present and future health of Las Vegas.
- To refine the newly-designed (May 2009) Symphony Park media kit that reflects new brand positioning while also building on current image and relationships.
- To focus on new name and what it means, public/private partnership between the city of Las Vegas and Newland, positive story on redevelopment moving forward in this economy, LEED/green, etc.
- To harness the individual strengths and images of the project's partners to create a larger-than-life identify for the project- continue to strengthen our association and co-branding with Symphony Park partners via projects of world-class significance designed by world-renowned architects.

Project Partner Relations

- To maximize third-party developer milestones/special events with support, public relations and participation.
- To work closely with partners' marketing staffs for further involvement in press releases, public relations pitches, etc.
- To promote new brand awareness and all publicity gained.
- To re-institute stakeholder meetings and re-program content to include marketing updates when appropriate (given current timing of projects and budget levels).
- To develop timely marketing conference calls/meetings to update about Symphony Park and partners' projects; share information; provide input; brainstorm marketing ideas.
- To expand alternative communications techniques to update key marketing decision-makers on Symphony Park marketing progress. Alternative communications techniques to include blogs and other social media outlets.

Special Events

- To continue to support the groundbreakings (and the eventual openings) of our third-party development partners within budget limitations.
- To consider low-dollar/high-impact sponsorships of community, arts-related, downtown, real estate development (NAIOP) events to build awareness of Symphony Park within these communities.

Conferences/Trade Shows

- To participate in appropriate trade shows in Las Vegas. Current budget levels preclude participation in trade shows outside of Las Vegas.

Community Relations

City staff, partners' principals and Newland staff have engaged in multiple presentations over the past few years. This grass roots approach has helped us tell the Symphony Park story to a wide variety of Las Vegans. We will also continue monitoring conventions and make sure that key spokespersons are on appropriate panels, etc.

- To continue to present Symphony Park to community groups, conventions, clubs, conferences and business organizations to provide re-position the development and to provide updates. Groups include a wide variety of organizations, such as NAIOP, Young Engineers, ULI, USGBC, APA, Rotary, media-sponsored events (like breakfast with *In Business Las Vegas* and the green awards by *Las Vegas Business Press*), and the Commercial Marketing Group.
- To re-approach the groups to which we have already given presentations and ask to return to update them on Symphony Park.

Direct Mail

- To change the bi-annual printed newsletter into a more frequent Symphony Park Update online only while adding the email list and sending steady communications to the interest list from the Symphony Park Web site.
- To create niche marketing email programs, such as emailing special messages about Symphony Park and Las Vegas to national financial analysts.

LAND DISPOSITION

SUMMARY

The Union Park Master Plan currently organizes the project in a series of overlapping and Inter-connected land use districts. A combination of residential, commercial, retail and civic uses are reflected in the plan, including a new center for the performing arts. The working program for the site, as illustrated, contemplates a final development build-out of 475,000 square feet of retail space, 1.8 million square feet of office and a residential program of 4.5 million square feet, representing approximately 2,780 housing units. Hotel inventory, in three distinct properties, is expected to provide an estimated 1,800 room keys and a total of approximately 1.675 million square feet.

LAND DISPOSITION GOAL

The primary objective of the land disposition program is to phase private developer acquisition of 17 parcels consisting of approximately 44 acres, consistent with the uses prescribed in the Master Plan and the City's vision for the project. While this Business Plan is specifically being submitted for FY 2010, the strategy outlined includes the second half of FY 2009.

COMMITMENTS TO DATE

From the inception of the project in 2006, commitments have been secured for thirteen (13) of the development parcels at Union Park consistent with the intended use. Development Agreements have been approved by the Las Vegas City Council for the following development programs listed in the chart on the next page.

Parcel	Acreage	Developer	Program	Project Timeline
A-1	1.9	Keep Memory Alive	67,000 square feet total; almost half dedicated to clinical care. Remaining is made up of Activities Center; Wolfgang Puck catering facility; Museum of the Mind (interactive museum); administrative spaces	DDA Executed: gifted in 2005 Acquisition Date: gift from City Construction Start: Feb. 2007 Completion Target: Late 2009
H/I	4.75	The Smith Center for the Performing Arts	2,050 seats main theatre; education center with 300-seat cabaret theatre; 200-seat flexible studio theatre for rehearsals, children's and community events; home to NV Ballet Theatre and LV Philharmonic	DDA Executed: Dec. 2005 Acquisition Date: gift from City Construction Start: May 2009 Completion Target: Early 2012
G	3+	Charlie Palmer/Citi-Core	400+ room boutique hotel to include fine dining signature restaurant, spa, Hollywood-style pool and event and meeting rooms and facilities	DDA Executed: Mar. 2008 Acquisition Date: Feb. 2010 Construction Start: Apr. 2010 Completion Target: Apr. 2012
E	5.4	Probity International (World Jewelry Center)	Over 1 million sf office space; jewelry trade tower; amenities include meeting facilities, restaurants, banking and postal services; dedicated Foreign Trade Zone; adjacent retail jewelry center	DDA Executed: Jan. 2008 Acquisition Date: Aug. 2009 Construction Start: Oct. 2009 Completion Target: Aug. 2012
P/Q	6.54	Forest City	2.4 million sf total with 1000 room casino hotel (1 million sf); 90,000 sf retail; 50,000 sf restaurants; plus meeting rooms, spa, pool	DDA Executed: Nov. 2008 Acquisition Date: NA Construction Start: NA Completion Target: NA
F	2.16	Newland Communities	220 residential units; 15,000 street retail	DDA Executed: 6/18/2008 Acquisition Date: 6/30/2009 Construction Start: 11/01/2009 Completion Target: 11/01/2011
C	3.19	Newland Communities		DDA Executed: 6/18/2008 Acquisition Date: 5/31/2010 Construction Start: 10/01/2010 Completion Target: 9/20/2012
D	1.75	Newland Communities		DDA Executed: 6/18/2008 Acquisition Date: 8/31/2011 Construction Start: 1/01/2012 Completion Target: 1/01/2014
O-1, O-2	1.9 1.04	Newland Communities		DDA Executed: 6/18/2008 Acquisition Date: 8/30/2013 Construction Start: 1/01/2014 Completion Target: 1/01/2016
N	2.16	Newland Communities		DDA Executed: 6/18/2008 Acquisition Date: 2/28/2015 Construction Start: 7/01/2015 Completion Target: 7/01/2017
L	3.16	Newland Communities		DDA Executed: 6/18/2008 Acquisition Date: 2/28/2016 Construction Start: 7/01/2016 Completion Target: 6/30/2018

See Concept Plan in Master Plan Section 8 for Parcel Identification. Information in Chart as of June 1, 2009

FY 2010 Strategy for Current Parcel Commitments

Retention of currently committed developers is the key goal for existing commitments in FY 2010.

To reinforce the developers' commitments the team will nurture the existing relationships, revise / amend the Development Agreements as appropriate, and structure on-going communication and interaction with developers to insure they remain updated on project status and communications.

Specifically, an extension approach has been established with staff to address the current capital market conditions and impacts to financing for private developers. Revised terms and acquisition date/construction date extensions for Development Agreement revision will be vetted with staff, and brought to the City Council for approval. The matrix above sets forth acquisition and construction start dates approved by City Council in active Disposition and Development Agreements. *The dates listed in the above chart will be revised as each developer brings their amendment agreements forward to the city council for approval.*

Following are the target dates for each developer to bring the amendment agreements forth for approval:

Developer	Target City Council Date
Newland Communities, LLC	June 17, 2009
Heritage Nevada, LLC	August 5, 2009
Citi-Core/Charlie Palmer, LLC	October 7, 2009

In addition, a policy and perspective for timing and terms for new third-party development agreements has been proposed to staff, agreed upon and will be reviewed and revised monthly as market conditions improve.

DISPOSITION OF REMAINING PARCELS

As of 6/01/2009, four (4) parcels identified as disposition parcels in the Master Plan remain uncommitted at Symphony Park as outlined below. This matrix illustrates the target program parcel - by - parcel pursuant to the entitlement received in 2006 from the Planning Commission and the City Council of Las Vegas:

Parcel	Acreage	Master Plan Target Program
A-2	2.29	Medical or commercial office at approximately 300,000 sf and associated parking
B	5.15	282 residential units; 330,000 sf office; 49,760 sf retail and associated parking
J	2.22	Full service business hotel with a minimum of 450 keys and ancillary services and parking
K	2.60	Medical or commercial office at approximately 240 - 250,000 sf in two buildings and associated parking

Prior Negotiations to Com e to Conclusion

Previously, negotiations w ere under-w ay for Parcel B and Parcel J w ith developers chosen after a lengthy Request for Proposal process. How ever, these negotiations have been term inated recently at the direction of the City, and respondent offers w ithdraw n, after New land' s recom m endations that the term s those developers proffered w ere insufficient to m eet the revenue goals established in the Business Plan. Capital m arket im pacts that em erged late in 2009 escalated in the first quarter 2010 such that confidence eroded for the tw o chosen developers.

These RFP' s have been closed and respondents have been notified.

The disposition strategy in fiscal year 2010 w ill be to vet developers for these rem aining parcels and finalize Exclusive Negotiation Agreem ent (ENA) w ith sufficient term to allow the developers to accom plish pre-developm ent feasibility studies and financial analysis prior to entering into Disposition and Developm ent Agreem ents (DDA). DDA' s w ill be finalized and executed during the first tw o quarters of fiscal year 2011 (betw een July 1, 2010 and Decem ber 31, 2010).

Parcel K

Parcel K has been expanded to 2.59 acres w ith a recent re-parcelization. This parcel is part of the "business address" for Sym phony Park on the southern portion of the site, and it is im portant that the developm ent program ultim ately approved for Parcel K consist of com m ercial office buildings in order to populate the day - tim e w orker and visitor destination base at the project. (See Parcels J and K Reconfiguration in the M aster Plan Section 8, page 5.)

M arketing Strategy for Parcel K

Strategy I

Discussions began in 2008 w ith a joint-venture developm ent group that prelim inarily proposed a m ixed-use developm ent program that w ould include a 150,000 square foot m edical office tow er anchored by a 40,000 square foot surgical training center to be ow ned and operated by a nationally know n gynecologist and sponsored by Johnson & Johnson/G ynecare. A sim ilar facility currently operates in Celebration, Florida and the Sym phony Park facility w ould be m odeled after this operation.

Ancillary tenancies for the m edical office building w ould include additional clinical office space w ith interest expressed by endocrinology practitioners, a neurosurgery institute, a pediatric heart center, an autism research center and surgical equipm ent vendors and operators related to non-invasive surgical procedures and w om en' s health care.

In addition, the developm ent program w ould include a 360 bed acute care hospital that w ould include 225 nursing hom e beds consisting of 200 long term care beds and 25 pediatric long term care beds, 150 assisted living beds w ith a dedicated Alzheim er' s patient w ing.

The program outlined above will require significant negotiation with regards to the hospital program as there is concern that overlapping uses (memory care wing, elder nursing wing) could occur with a development program by Cleveland Clinic (discussed below under the section regarding parcels A2 and J).

While the medical group user leading this program has not yet secured a development partner, we will continue to nurture this concept and opportunity. Assuming the negotiations between the medical group and the hospital/medical office developer result in an acceptable joint venture, we will refine the hospital program in direct negotiation with the hospital developer, and bring a proposal forward to the City for consideration.

Strategy II

Although the credit market has seized up for almost all other real estate assets, lenders are still eager to accommodate quality medical office properties with strong sponsorship, as many see medical office space and assisted-living facilities as a "recession-proof" niche.

Further, the opening of Cleveland Clinic Lou Ruvo Center for Brain Health will reinforce the focus on the medical category at Symphony Park as their mission is more broadly discussed in the media and medical community, and their Frank Gehry building design garners national media attention in 2009.

Towards the goal of broadening the list of interested medical office developers for Parcel K as well as a back-up for Parcel A-2, the team will begin targeting key national medical developers to educate them on the opportunity at Symphony Park, and if appropriate, to introduce the developers to the surgical training institute's principal as an anchor. The campaign will consist of the following tactics:

Medical Office Developer RFP – Action Items	Target Date
Fully vetted list of key developers.	July 1, 2009
E-mail campaign teaser and additional on-line contact approach to both Developers and Brokers	July 15, 2009
Formal letters and marketing packages transmitted to developers and Brokers	July 30, 2009
One on one presentations scheduled with developer teams and key broker contacts to sell the project and further qualify interested developers	August through September 2009
Request for Qualifications and Expressions of Interest Package as approved by City Parkway V, transmitted to a short list of qualified and interested developers	September, 2009
Receipt of RFQ/EOI and presentation to City for award	November, 2009
Negotiation of Letter of Intent and DDA with RFP awardee	December 2009 through March 2010
Exclusive Negotiating Agreement to City Council	April 2010

A number of medical office developers have been preliminarily identified as follows (this prospect list is not finalized as of submission of the Business Plan and will be completed on the above time line):

Newland will be attending a medical office developer conference in June sponsored by BOMA. Meetings will be scheduled pre-conference and one-on-one presentations will be held for a select group of national and regional larger scale medical office developers to further qualify prospects for Symphony Park.

Developer	Company Focus	Current Portfolio Summary
Health Care Property Investors (HCP)	Hospitals, skilled nursing facilities, senior housing, medical office, lab buildings.	30 hospitals; 144 skilled nursing facilities; 144 senior housing facilities; 178 medical office buildings; in 42 states with investment value of $4.4 billion
Pacific Medical Buildings	Hospitals and medical office buildings	71 medical office buildings in Nevada, California, Arizona, Oregon, Washington; investment value of $1 billion. (Note: Henderson and Reno projects)
HealthCare Facilities Development Corporation (HCFD)	Medical office buildings, surgery centers, diagnostic centers	Currently in TX, KS, LA, MO, NM, OK
Montecito Medical Investment Company (MMIC)	Medical office buildings, hospitals, surgery centers, diagnostic centers, primary care	Over 40 health related facilities in twelve states, representing more than 1.5 million square feet in excess of $500 million; nearly 2 billion in real estate acquisitions, and development
Lillibridge		150+ medical building projects across more than 40 states, including 6,000 physicians and hospital tenants, and approximately 10 million square feet of medical property. Adept with large scale projects such as the $350 million re-development of Methodist Medical Center (IL). Clients include Penn State's Board of Trustees and Cleveland Clinic Health System.
Lauth	Multi-industry developer with significant health care/medical development division	Projects across the country sourced and managed by Regional development offices
Seavest, Inc.	Medical office buildings.	Including projects currently in development, company owns/manages $2 million + sf medical space. Includes Celebration Health Medical Plaza in Celebration, Florida
Montecito Medical Investment Company		32+ properties in 12 states, representing more than 1.5 million square feet and in excess of $500 million in valuation.

Parcel A-2 and Parcel J

Marketing Strategy for Parcel A-2 and Parcel J (revised parcel)

Strategy

Parcel A-2, adjacent to the Lou Ruvo parcel, is 2.29 acres, and Parcel J, the reconfigured site just East of Lou Ruvo, is 2.22 acres.

The Lou Ruvo Brain Institute entered into an operating and joint venture agreement with the Cleveland Clinic in early 2009, after which the facility was renamed the Cleveland Clinic Lou Ruvo Center for Brain Health. This strategic partnership has further cemented the importance and potential of the Keep Memory Alive mission for neurodegenerative disease research and treatment, and Cleveland Clinic's entrance into the Las Vegas market through this partnership will allow Cleveland Clinic to further develop its presence and services long term.

The current focus for parcels A-2 and J are to finalize a Memorandum of Understanding of terms for the negotiation of an Exclusive Negotiating Agreement and a subsequent Disposition and Development Agreement. Following are the target dates:

- Execution of the Memorandum of Understanding: Completed May 2009
- Approval of ENA at City Council: September 2, 1009
- Approval of DDA at City Council: October 2010

Significant milestones will be negotiated as part of the 12-month ENA requirements in order to finalize Cleveland Clinic's intended development program, phasing requirements, financing thresholds, target construction start dates and opening targets.

Parcel B

Marketing Strategy for Parcel B

The entitled master plan contemplates the inclusion of two (2) non-gaming hotels. The parcel J site was designated as one such location. Given the reconfiguration of parcel size that occurred, and the subsequent negotiation with Cleveland Clinic for the parcel J site, the hotel location will be moved to parcel B.

Parcel B will require re-entitlement as it is currently entitled as a mixed-use parcel to include commercial office and residential.

Strategy I

The previous RFP process for parcel B received a response from a developer (name withheld at this time due to confidentiality), who at the time, proposed a residential/commercial project. This specific developer has demonstrated success in development and operation of luxury hotel projects in New York and Miami, and has land holdings off-strip in Las Vegas, and an entitlement for a 1000+ casino hotel.

The re-entitlement of parcel B to a hotel/commercial site is of interest to this developer, and Newland has re-entered negotiations to determine viability of a deal structure.

Following are the target dates for completion of this negotiation and underlying documents:

- Execution of the Memorandum of Understanding: July 31, 2009
- Approval of ENA at City Council: October 7, 2009
- Approval of DDA at City Council: June 2, 2010

Strategy II

Should the negotiations with the developer described above in Strategy I not come to fruition, a next round Request for Proposal will be transmitted to a pre-qualified group of hotel developers for a portion of Parcel B. This will require that a reparcelization occur, whereby the southern half of the parcel can be designated as the hotel only site. Marketing efforts for the remainder of the site will be held in abeyance until the residential market has undergone correction.

Following are the target dates for completion of the RFP process and subsequent award and underlying document approval:

- Fully vetted matrix of hotel developer July 15, 2009
- Approval and finalization of parcel reconfiguration: August 1, 2009
- Request for Proposal Finalized and Approved: August 15, 2009
- Request for Proposal Transmitted: September 1, 2009
- Respondent deadline: November 1, 2009
- Internal review of respondents and award: December 15, 2009
- Approval of ENA at City Council: March 1, 2010
- Approval of DDA at City Council: October 1, 2010



PROJECT FINANCIALS

Project Financials

LIFE OF PROJECT COSTS

Phase I Infrastructure

At the time of the writing of this business plan, the first phase of infrastructure at Symphony Park has been completed. The approved bid for hard cost construction of this phase was awarded to Southern Nevada Paving in March, 2008 with a nearly four million dollar savings from original budgets. The final savings, after change orders, was between three and three and a half million dollars.

Phase II Infrastructure

Phase II infrastructure is currently in its final planning stage and is being prepared for a Notice to Bid. Because of the current state of the market and the substantial cost savings on the direct hard costs of Phase I, Phase II infrastructure budgets were recently reforecast. It is anticipated that a savings of nearly nine million dollars can be achieved by taking advantage of the current economic conditions in the construction industry (please refer to exhibit 1).

Due to budget constraints, there is an uncertainty as to the availability of funds to complete Phase II infrastructure in its entirety. In an effort to determine the viability of the entire phase, we worked with city staff to identify sources of funds for the commencement of Phase II infrastructure. We then broke the potential uses for such funds into three categories – minimal for PAC opening, Phase II roadways, and Phase II box culvert (please refer to exhibit 2). We have determined it necessary to move forward with minimal for Pac opening (please refer to exhibit 3) and will seek approval from City Council for such. We will continue to work with staff to determine the best overall use strategy for the remainder of this phase.

In addition to the above, we have provided staff with an updated cash flow statement to give a full picture of cost obligations with bond costs folded in. We will continue to update this spreadsheet throughout the fiscal year (please refer to exhibit 4).

Phase II Design and Engineering

The design and engineering costs are managed by the Project Manager and are a part of the overall Phase II budgets. These budgets are to cover items that are outside of hard cost construction such as design management consulting, engineering, landscape and streetscape design, etc. The budget for this phase of work is significantly less than the Phase I cost under the same heading. The reason for this difference is that much of the work for Phase II planning was actually performed under the Phase I budgets. A significant cost savings was achieved by allowing many of the consultants to overlap phases rather than force them to look narrowly at one single phase. Please refer to exhibit 5 for a breakdown of this budget.

FISCAL YEAR BUDGETS

Fiscal Year 2010
Project Manager Overhead & Marketing

The primary goal for the FY2010 budgets is to maximize production output and minimize costs. With the challenges of the current economic climate, the project management team has undertaken a concerted effort to reduce spending. The team will continue to negotiate contracts for the highest work effort and limit cost over-runs. Primary FY 2010 budget savings have been recognized by cost reductions in overhead and marketing.

- Cost reductions in overhead
    - 30% reduction in Project Management staff
    - Reduction of Project Management office space and related costs
    - Additional reductions through conservation of resources

- Cost reductions in marketing
    - Careful consideration of necessary expenditures
    - Negotiation of value-added services and discounts

The Project Managers for Symphony Park have been diligent in monitoring their yearly fiscal budgets and have been consistently under budget during previous fiscal years. Based upon historical data, the project management team was able to make necessary adjustment to achieve its cost savings goal.

Please refer to exhibits 6 and 7 for a detail of overhead and marketing budgets. Exhibit 6 is a consolidated report of all FY2010 budgets and exhibit 7 is a line item detailed report of this year's marketing budget.

SYMPHONY PARK PHASE II
INFRASTRUCTURE DESIGN AND
CONSTRUCTION COSTS (PRE FINAL DESIGN LEVEL IN PROGRESS)

COMPARISONS

	Sept. 25, 2007 TOTAL COST REV PHASE II	July 18, 2008 TOTAL COST REV PHASE II	VARIANCE 9/07 to 7/08	Dec. 2008 - KHA TOTAL COST REV PHASE II	VAR. - KHA 7/08 to 12/08	Dec. 2008 - WPM TOTAL COST REV PHASE II	VAR. - KHA 7/08 to 12/08	DEC. NOTES	VAR. WPM-KHA	FEBRUARY COST NOTES
CASH										
Entry Monument Signs & Design	600,000	0	-600,000	0	0	0	0		0	Moved to bond cost
Dry Utilities / On-Site										
Gas	**362,000**	**362,000**	0	**362,000**	0	**362,000**	0		0	On-Site only; also contains on-site high pressure steel gas line and on-site pressure regulating station. Concept
Cable (COX)	**0**	**0**	0	**0**	0	**0**	0		0	Cox has confirmed in writing that no expense will be incurred if open trench is availat
Telephone										
Switch	90,000	0	-90,000	0	0	0	0		0	Cost to be assumed by Embarc
Manholes	210,000	0	-210,000	0	0	0	0		0	
Conduit	400,000	0	-400,000	0	0	0	0		0	
Pull Boxes	15,000	0	-15,000	0	0	0	0		0	
TOTAL TELEPHONE	**715,000**	**0**	-715,000	**0**	0	**0**	0		0	Conceptual, schematic design as of this date.
Power / On-site										
Electrical service pedestals	80,000	80,000	0	80,000	0	80,000	0		0	Reqd. for street lights. Conceptua
Cable	1,102,244	1,102,244	0	1,102,244	0	1,102,244	0		0	Portions of cable to be installed with Ph 2. Assume 25% for cable requirement. Cost is from NP onsite estimate w/ 3 years inflation at 7%/yr
Conduit, Switches & Manholes	2,566,713	2,566,713	1	1,440,888	-1,125,826	1,753,942	-812,771		313,054	Prorated 40% of conduit to be installed with Ph 2 (60% in Ph 1).
TOTAL ON-SITE POWER	**3,748,957**	**3,748,957**	0	**2,623,132**	-1,125,826	**2,936,186**	-812,771		313,054	Includes trench tax; includes Mark Fine & WMC. 5 yrs of inflation added to NPC numbers (typ
TOTAL ON-SITE	**5,425,957**	**4,110,957**	-1,315,000	**2,985,132**	-1,125,826	**3,298,186**	-812,771		313,054	
Dry Utilities / Off-Site										
Power / Off-Site										
Conduit	1,111,727	1,111,727	0	1,111,727	0	1,111,727	0		0	All conduit is now included in Phase 2; from Nevada Power estimate. Includes 3 years inflation at 7%/yr. Does not incl. WM
Cable	1,983,976	1,983,976	0	1,983,976	0	1,983,976	0		0	All cable to be installed in Ph 2 from Commerce N.P.C. estimate letter dated 3/24/07 w/ 3 years inflation at 7%/yr. Does not include WMC cat
Jacking Sleeves Underneath Railroa	1,299,375	1,299,375	0	1,299,375	0	1,299,375	0		0	Five steel sleeves for ultimate condition. Only one included in original estimate. Does not include WI
Railroad Easement Cos	100,000	100,000	0	100,000	0	100,000	0		0	20'X100' easement @ $50/SF.
Railroad Permit Fee	75,000	75,000	0	75,000	0	75,000	0		0	Anticipated fee for encroachment perm
TOTAL OFF-SITE POWER	**4,570,077**	**4,570,078**	1	**4,570,078**	0	**4,570,078**	0		0	Includes conduit only (no cable) for a backup feeder for Parcel P/
Gas/ Off-Site										
Gas	**4,500,000**	**1,450,000**	-3,050,000	**1,450,000**	0	**1,450,000**	0		0	Estimated cost for 12" high pressure gas line (Tropicana to Sahara) Design not completed. Gas obligations due to delays in proj
Grand Central Parkway Dry Utilities										
Nevada Power Vault Relocations (3	250,000	250,000	0	250,000	0	250,000	0		0	Estimate for relocation of one switch. Previous estimate anticipated relocation of 3 switch
TOTAL GRAND CENTRAL PARKWAY DRY UTILITIE	**250,000**	**250,000**	0	**250,000**	0	**250,000**	0		0	
SUB-TOTAL CONSTRUCTION COSTS	**14,746,034**	**10,381,035**	-4,364,999	**9,255,210**	-1,125,826	**9,568,264**	-812,771		313,054	
INFLATION	**2,136,700**	**1,504,212**	-632,488	**0**	-1,504,212	**0**	-1,504,212	(1)	0	Assumes 100% Ph 2 construction to begin in 4Q 2008
INFLATED CONSTRUCTION COSTS(5)	**16,882,734**	**11,885,247**	-4,997,487	**9,255,210**	-2,630,037	**9,568,264**	-2,316,983		313,054	Inflation not applied to Parcel remediation cos
Construction Testing and Inspection (7)										Moved to bond cost
Bond Fee (8)										Moved to bond cost
CONSTRUCTION CONTINGENCY (9)	**1,688,273**	**1,188,525**	-499,749	**925,521**	-263,004	**956,826**	-231,698		31,305	Contingency not applied to parcel remediation cost
BID CONTINGENCY	**844,137**	**594,262**	-249,874	**0**	-594,262	**0**	-594,262	(2)	0	Recommended to add 5% bid contingency due to conceptual nature of some plans and for expected bidding adder
TOTAL CASH - CONSTRUCTION	**19,415,144**	**13,668,034**	-5,747,110	**10,180,730**	-3,487,304	**10,525,090**	-3,142,944		344,360	
Remediation										
Parcel A2	**1,195,416**	**1,195,416**	0	**1,195,416**	0	**1,195,416**	0		0	$12/SF of Gross area
Parcel E	**3,078,420**	**3,078,420**	0	**3,078,420**	0	**3,078,420**	0		0	$12/SF of Gross area
Parcel F	**994,032**	**994,032**	0	**994,032**	0	**994,032**	0		0	As per final agreements
Parcel G	**1,131,600**	**1,131,600**	0	**1,131,600**	0	**1,131,600**	0		0	$12/SF of Gross area
Parcel J	**1,630,380**	**1,630,380**	0	**1,630,380**	0	**1,630,380**	0		0	$12/SF of Gross area
Parcel C	**5,165,644**	**5,165,644**	0	**5,165,644**	0	**5,165,644**	0		0	As per final agreements
Parcel M4	**609,300**	**609,300**	0	**609,300**	0	**609,300**	0		0	$12/SF of Gross area
Infrastructure Remediation (14	**0**	**3,000,000**	3,000,000	**3,000,000**	0	**3,000,000**	0	(3)	0	Cost for remediation of Phase I earthwork and unaccepted Phase II alterna
TOTAL CASH - REMEDIATION	**13,804,792**	**16,804,792**	3,000,000	**16,804,792**	0	**16,804,792**	0		0	
TOTAL CASH COST	**33,219,936**	**30,472,826**	-2,747,110	**26,985,522**	-3,487,304	**27,329,882**	-3,142,944		344,360	

SEPTEMBER ASSUMPTIONS/COMMENTS

1.) Streets around PAC raised 4.5 ft to avoid groundwater - other street grades raised accordingly. Assume $20/CY for import & placement
2.) Includes Master Controller
3.) Temporary Parking facilities (Title 19 requirements does not control
4.) Assume no traffic signal reimbursement for RTC street & signalization projects at Bonneville and Grand Central
5.) Assumed at 7%/yr with 100% costs in 4Q 2008
6.) Stop work notice issued Parking/Directional Mgmt System engineering effor
7.) Assumes 1% test & insp. fee and const. mgmt by City
8.) Assumed at 2% of inflated construction cost
9.) Contingency is 10% of the inflated construction and soft costs
10.) Conceptual estimate
11.) Budgetary number
12.) Omitted from Phase
13.) Assumed at 5% of remediation costs for parcels
14) City contracted with Nevada Paving for 1.4 mil to handle haul off of contaminated soil. This cost is to handle additional infrastructure remediation, unforseen remediation, and on-going monthly maintenance of the site stock
Potential savings in this categor

(=) items at risk should phase II be delayed

DECEMBER ASSUMPTIONS/COMMENTS

1.) No inflation adde
2.) Bid contingency removed due to completness of plan
3.) Unclear what this item is. KHA to adjust?

SYMPHONY PARK PHASE II
INFRASTRUCTURE DESIGN AND
CONSTRUCTION COSTS (PRE FINAL DESIGN LEVEL IN PROGRESS)

COMPARISONS

	Sept. 25, 2007 TOTAL COST REV PHASE II	July 18, 2008 TOTAL COST REV PHASE II	VARIANCE 9/07 to 7/08	Dec. 2008 - KHA TOTAL COST REV PHASE II	VAR. - KHA 7/08 to 12/08	Dec. 2008 - WPM TOTAL COST REV PHASE II	VAR. - KHA 7/08 to 12/08	DEC. NOTES	VAR. WPM-KHA	SEPTEMBER COST NOTES
BOND										
Site Preparation	4,094,855	4,076,361	-18,494	786,959	-3,289,402	572,829	-3,503,532		-214,130	Includes str.grading and 5% mobilization; some pad grading incl. for drainage; add'l cost for erosion control, water tru
Roadway	846,400	769,621	-76,779	747,939	-21,682	1,002,126	232,505		254,188	Decrease due to removal of Promenade slot drains and Promenade street light
Water	912,509	915,164	2,655	478,403	-436,761	646,045	-269,119		167,642	Previous est. assumed 12" main; now 16"main connected to 24" in GCP on each street leg. Water mains are ductile iro
Sewer	815,775	875,125	59,350	197,302	-677,824	193,384	-681,741		-3,918	Sewer was decided to keep deep due to subterranean garages
Storm Drain	3,840,560	4,231,384	390,824	5,029,904	798,520	5,149,581	918,197		119,677	Includes cost of box culvert and covered discharge outle
On Site Dry Utilities	175,000	175,000	0	0	-175,000	0	-175,000		0	On-site FAST conduit, tracer wire, string and pull boxes - No fibe
Traffic Signalization	1,750,000	1,750,000	0	785,043	-964,957	994,837	-755,163		209,794	Signals at Promenade & Clark; City Parkway & Clark; (2) City Parkway & Discovery; (2) Promenade & Discover
Pedestrian Bridge	0	0	0	0	0	0	0		0	Includes estimate of RR air rights, design and ADA access. One permanent bridge at Clark.
Grand Central Utility Connections (4)	0	200,000	200,000	0	-200,000	0	-200,000		0	Slurry overrun
Water line from Charleston to Iron Horse	0	0	0		0	0	0		0	Conceptual estimate
SUB-TOTAL CONSTRUCTION COSTS	**12,435,099**	**12,992,655**	557,556	**8,025,549**	-4,967,106	**8,558,802**	-4,433,853		533,253	
INFLATION	**1,801,846**	**0**	-1,801,846	0	0	0	0	(1)	0	Assumes 100% Ph 2 construction to begin in 2008.
INFLATED CONSTRUCTION COSTS(5)	**14,236,945**	**12,992,655**	-1,244,289	**8,025,549**	-4,967,106	**8,558,802**	-4,433,853		533,253	
Landscape/Streetscape Design & Master plan	100,000	100,000	0	100,000	0	100,000	0		0	Misc. updates and exhibits
Engineering Design (6)	275,000	1,900,000	1,625,000	1,900,000	0	1,900,000	0		0	Misc. services during construction, meetings, revisions; extra service
SWPP and site maintenance	750,000	650,000	-100,000	650,000	0	650,000	0		0	Conceptual allowance
UPMA Set UP		500,000	500,000	500,000	0	500,000	0		0	Cost to make UPMA fully operational (including insurance requirement
Site security	175,000	175,000	0	175,000	0	175,000	0		0	Conceptual allowance
Construction Testing and Inspection (7	1,867,181	250,000	-1,617,181	250,000	0	250,000	0		0	Includes testing agency fees ASSUMES THAT CITY PW DEPT IS CM
Bond Fee (8)	622,394	497,558	-124,836	345,615	-151,943	362,541	-135,017		16,926	(Cash & bond portions)
SUBTOTAL SOFT COSTS	**3,789,574**	**4,072,558**	282,984	**3,920,615**	-151,943	**3,937,541**	-135,017		16,926	
CONTINGENCY (9)	**1,802,652**	**1,706,521**	-96,131	**1,194,616**	-511,905	**1,249,634**	-456,887		55,018	**Partial to Newland Budget** Contingency not applied to parcel remediation costs
TOTAL HARD AND SOFT COSTS	**19,829,171**	**18,771,734**	-1,057,436	**13,140,781**	-5,630,954	**13,745,978**	-5,025,757		605,197	
BID CONTINGENCY (14)	**988,436**	**938,587**	-49,849	**0**	-938,587	**0**	-938,587	(2)	0	Recommended to add 5% bid contingency due to conceptual nature of some plans and for expected bidding adder
Engineering	194,000	194,000	0	194,000	0	194,000	0		0	Additional fee for design, permit expediting and utility investigations. Assumed WMC contribution of 50% of original fee in first estima
Entry Monument Signs & Design	600,000	0	-600,000	0	0	0	0		0	Moved to Phase III
Discovery Landscaping at Entry M	0	0	0	0	0	0	0		0	Moved to Phase II
Design Management Consultin	150,000	250,000	100,000	250,000	0	250,000	0		0	Services to coordinate block planning, design review committee consultation, streetscape, architectural and landscaping desi
Testing for Railroad Protectio	0	175,000	175,000	175,000	0	175,000	0		0	Testing to determine viability of non-interference with Railroad operatio
Master plan Technology & Telecom Planning Studies (1	50,000	0	-50,000	0	0	0	0		0	Consultant's efforts for dry utility coordination and liaising effort
Fees		0	0	0	0	0	0		0	
Design Review Committee Fe	45,000	45,000	0	45,000	0	45,000	0		0	
Third Party Construction Estimating Peer Review Fee	35,000	35,000	0	35,000	0	35,000	0		0	Constructability Review
Construction Sign Allowance	9,000	9,000	0	9,000	0	9,000	0		0	
Flagmen, insurance and inspectors for UPRR related wor	257,400	257,400	0	257,400	0	257,400	0		0	Cost due to $990 per day for UPRR flagmen. Assume one year duration for bridge const. & jacking operatio
Construction easement from UPRR	0	0	0	0	0	0	0		0	Conceptual. Access to service road along UPRR R.O.W. to facilitate ingress/egress to City Parkway IV si
Geotechnical Services-Kleinfelde	50,000	50,000	0	50,000	0	50,000	0		0	Pavement design, engineering during construction and import testir
Permitting fees	6,000	6,000	0	6,000	0	6,000	0		0	Dust mitigation permit
Remediation		0	0	0	0	0	0		0	
Storm Drain Utility Trench (Est. 50% of trench excav.to be remediate	293,315	165,000	-128,315	165,000	0	165,000	0		0	50% of required pipe excavation and 25% of required box culvert excavation assumed contaminated and shall be hauled and trea
Gas Utility Trench	23,400	23,400	0	23,400	0	23,400	0		0	Cost was not included in 50% cash bond
Electrical Utility Trench	250,000	250,000	0	250,000	0	250,000	0		0	Allowance due to the relatively shallow depth of electrical trench in previous estima
Sewer Utility Trench (Est. 75% of trench excavation to be remediate	309,375	517,500	208,125	230,690	-286,810	230,690	-286,810	(3)	0	Assume 75% trench excavation remediation to account for dewatering due to deep sew
Water Utility Trench (Est. 50% of trench excavation to be remediate	93,750	93,750	0	93,750	0	93,750	0		0	50% of required excavation assumed contaminated and shall be hauled and treat
Grand Central Parkway Utility Trench Stub	6,120	6,120	0	6,120	0	6,120	0		0	50% of required excavation assumed contaminated and shall be hauled and treat
	82,500	82,500	0	82,500	0	82,500	0		0	Since site is generally fill, assume cut at three entrances at Grand Central Pkwy will require 50% remediation. Includes site prep remediat
Monitoring Well Abandonmen	12,500	0	-12,500	0	0	0	0		0	Wells will require abandonment prior to road construction. Conceptual estimat
Certified Environmental Manager for Parcels & Infrastructure (13	290,000	302,500	12,500	302,500	0	302,500	0		0	Assume 2000 hrs for CEM at $95/hr and $100K for tests
TOTAL BOND COSTS	**23,574,967**	**22,172,491**	-1,402,476	**15,316,141**	-6,856,350	**15,921,338**	-6,251,153		605,197	
TOTAL COSTS (BOND & CASH)	**56,794,903**	**52,645,317**	-4,149,586	**42,301,663**	-10,343,654	**43,251,220**	-9,394,098		949,556	

SEPTEMBER ASSUMPTIONS/COMMENTS:

1.) Streets around PAC raised 4.5 ft to avoid groundwater - other street grades raised accordingly. Assume $20/CY for import & placement
4.) Assume no traffic signal reimbursement for RTC street & signalization projects at Bonneville and Grand Central
5.) Assumed at 7%/yr with 100% costs in 4thQ 2008.
6.) Includes bridge engineering costs for 1 bridge @ Clark & RTC site
7.) Assumes 1% test & insp. fee and const. mgmt by City
8.) Assumed at 2% of inflated construction cost.
9.) Contingency is 10% of the inflated construction and soft costs.
10.) Conceptual estimate
11.) Budgetary number
12.) Omitted from Phase I
13.) Conceptual allowance
14) Contingency factored at 5%

(=) items at risk should phase II be delayed.

DECEMBER ASSUMPTIONS/COMMENTS:
1.) No inflation added
2.) Bid contingency removed due to completness of plans
3.) Adjustment made based on revised pipe lengths only

Symphony Park
SOURCES & USES
June 8, 2009

Capital Sources[1]

UP Capital Project Bond Carry Over	6,967,867	
Up Capital Project Cash Carry Over	4,675,142	
UP Capital Project Bond - LVPaving canceled purchase order	1,200,000	
UPRR Remediation Contribution	5,000,000	
2009 RDA Bonds	5,959,000	
Interfund Loan	3,495,991	
Total Capital Sources		**27,298,000**

Capital Uses (minimal for PAC Opening)

Remediation, CEM, & Geotech (includes Rem. For M1, M2, M3, A2, J, & H/I)	6,548,796	(these costs are subject to a 50/50 split between UPRR and City)	
Engineered Controls for PAC (Liquid Boot)	2,837,000	(these costs are not subject to a 50/50 split between UPRR and City)	
Utilities	5,802,078		
PAC Parking	750,000		
Landscaping around PAC Parking	135,000		
Temp Striping, Lighting, signage, mobilization	149,000		
Construction Contingency (PAC Parking & Temp Striping, signage, mob)	103,400		
New land Managed Items (includes design fees for Symphony Park)	910,000		
Site Security & Fencing	385,000		
Public Works as Construction Manager	363,816		
Construction of Symphony Park (M1, M2)	1,500,000		
Project Manager Reimbursement	2,640,200	(November 08 - May 09 actual $555,770.75 and estimate June 09 - Dec 10)	
Total Capital Uses		**22,124,290**	
Potential Funds Remaining After Capital Use (Cash Basis)		**5,173,710**	
City Remediation only funds (required to remain in escrow vs. UPRR)[2]		1,725,602	(City funds remaining can be used if remediation obligation is completed)
Potential Net Funds Remaining for Phase II Construction		**3,448,108**	(Assumes that remediation funds above must be used for remediation only)

Capital Uses (Phase II A) (Roadways & Infrastructure)

Phase II Roadways, Utilities from bid tabs (No box culvert)	4,666,367	
Remediation & CEM	2,000,000	
Construction Signage & Temp Striping	35,000	
Construction Contingency	470,137	
Total Capital Uses		**7,171,504**
Minus net funds remaining from above		(3,448,108)
Funds Required to Complete Phase II A		**3,723,395**

Capital Uses (Phase II B) (Box Culvert along Railroad)

Install of Box Culvert along RR tracks	5,100,000	
Remediation & CEM	1,000,000	
Mobilization	51,000	
Construction Contingency	515,100	
Engineering for DN-1 Substation	194,000	
Funds Required to Complete Phase II B		**6,860,100**

Future Sources of Income (Parcel Sales)

	2010	2011	2012	2013	2014	Beyond	
Cleveland Clinic Lour Ruvo Center for Brain Health A1							
Cleveland Clinic A2		-					
Available B		20,190,060					
New land C					5,429,326		
New land D						4,581,307	
World Jewelry Center E					10,197,600		
New land F		3,010,880					
Charlie Palmer G		9,758,952					
PAC H/I							
Cleveland Clinic J		-					
Available K			10,168,470				
Potentially Available L			12,585,060				
Symphony Park and Potential Gateway M1, M2, M3, M4		-					
New land N						9,111,638	
New land O1						5,678,860	
Potentially Available O2				4,221,540			
Forest City P/Q				7,080,747			TOTAL
Subtotal	-	32,959,892	22,753,530	11,302,287	15,626,926	19,371,805	102,014,440
Parcel Remediation Expenses		(5,306,479)	(3,033,804)	(562,872)	(8,249,229)	(2,715,869)	(19,868,253)
4% Project Manager Parcel Fee		(1,197,960)	(910,141)	(1,947,753)	(407,904)		(4,463,758)
GRAND TOTAL	-	26,455,453	18,809,585	8,791,662	6,969,793	16,655,936	77,682,429

NOTES:

(1) Data from Union Park Next Steps report provided to New land from OBD

(2) These funds are to remain in escrow since a dollar for dollar match with UPRR is required per agreement between UPRR and City
PAC engineered controls of $2,837,000 are not split 50/50 and therefore must be reduced from the total remediation costs prior to calculating expended escrow funds.

ADDITIONAL NOTE:

DOES NOT INCLUDE THE FOLLOWING TYPICALLY APPROVED IN FISCAL YEAR BUDGETS:

Marketing
Legal
Operations and Maintenance

Newland COMMUNITIES
AT THE HEART OF GREAT LIVING

2300 West Sahara Ave,
Suite 750
Las Vegas, NV 89102
Tel. 702.220.8090

MEMORANDUM

☐ Urgent ☑ For Review ☐ Please Comment ☑ Please Reply ☐ Please Recycle

TO: RYAN HADEN, CITY OF LAS VEGAS

FROM: SAM GLADSTEIN

FILE: 20090506.UPPN.ACCTG.BUDG - PHASE II BUDGET EXPLANATION (MINIMAL FOR PAC OPENING)

SUBJECT: PHASE II CASH & BOND BUDGETS - HARD & SOFT COSTS - UNION PARK (MINIMAL PAC OPENING)

DATE: 7/2/2009

CC: SCOTT CARTER, CITY OF LAS VEGAS

Ryan,

Per staff direction at a joint City/Newland coordination meeting on May 4, 2009, we have revised the Phase II Cash & Bond budgets to reflect a revision based upon "minimal requirements for PAC opening. "

We offer the following narrative for your reference:

1. Remediation

   $ 9,385,796

   Includes remediation, Certified Environmental Manager (CEM), and Geotechnical services for the following parcels: H/I, M1, M2, M3, A2, and J.

2. Utilities

   $ 5,802,078

   Includes permanent power from the Commerce substation to Union Park necessary to service the Performing Arts Center. Includes transformer and pad sets as well as trench taxes.

3. PAC Parking

$ 885,000

Cost to prepare parcels for surface parking for PAC patrons including grading, paving, striping, lighting, and landscaping.

4. Roadway Improvements

$ 149,000

The roadway improvements include temporary striping of Phase I infrastructure, supplying light fixtures to PAC, supplying and installing additional light fixtures at West Clark, temporary signage (stop signs, one-way, etc.), and contractor mobilization costs.

5. Construction Contingency

$ 103,400

10% of numbers 3 and 4 above.

6. Items Managed by Development Manager (New land Communities)

$ 910,000

Costs associated with engineering, design, Design Review Committee third-party reviews, etc.

7. Site Security & Fencing

$ 385,000

Costs required to fence in the entire site as well as to hire live security guards upon PAC completion.

8. Construction Management

$ 363,816

Cost for Las Vegas Public Works department to manage the PAC construction process.

9. Construction of Symphony Park

$ 1,500,000

Costs associated with the construction of Symphony Park parcels M 1, and M 2.

10. Development Manager Reimbursement

$ 2,640,200

This includes actual costs accrued by Newland Communities from November 2008 through May 2009 in the amount of $555,770.75 plus estimated costs from June 2009 through December 2010 (termination date of Development Manager contract) of $2,084,430

GRAND TOTAL: **$ 22,124,290**

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total	1Q 06	2Q 06	3Q 06	4Q 06	2006	1Q 07	2Q 07	3Q 07	4Q 07	2007	1Q 08	2Q 08	3Q 08	4Q 08	2008	1Q 09
							Calendar 1Q 06	2Q 06			Calendar 3Q 06	4Q 06	Calendar 1Q 07	2Q 07			Calendar 3Q 07	4Q 07	Calendar 1Q 08	2Q 08		Calendar 3Q 08
							Fiscal Year '06						City Fiscal Year '07			Total			City Fiscal Year '08		Total	
Parcel																						
A1	Closed		90,795	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326					-					-					-	
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307					-					-					-	
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880					-					-					-	
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638					-					-					-	
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810					-					-					-	
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

CASH COSTS	Notes				Total Amount	Total	1Q 06	2Q 06	3Q 06	4Q 06	2006	1Q 07	2Q 07	3Q 07	4Q 07	2007	1Q 08	2Q 08	3Q 08	4Q 08	2008	1Q 09
							Fiscal Year '06						City Fiscal Year '07			Total			City Fiscal Year '08		Total	
Phase 1																						
Cash Costs					4,058,858	4,058,858	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phase 2	Assumes Box Culvert using bond funds																					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phase 3																						
Cash Costs					15,635,044	15,635,044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal, Ops & Maint. Marketing	Informational only--Alt. fund source																					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131		-	-	42,220	42,220	-	-	-	323,817	323,817	-	-	-	554,484	554,484	-
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)		-	-	(42,220)	(42,220)	-	-	-	(323,817)	(323,817)	-	-	-	(554,484)	(554,484)	-
SUBTOTAL CASH COSTS					35,569,043	35,569,043	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY																		
Parcel A1	Phase I		Closed	$0	549,000	549,000	-	-	-	-	-	-	-	-	549,000	549,000	-	-	-	-	-	-
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-																
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-																
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-																
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857	-	-	-	-	-	-	-	-	549,000	549,000	-	-	-	-	-	-
PROJECT MANAGEMENT & PAYROLL																						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971					-					-					-	
Estimated Costs Moving Forward					1,646,000	1,646,000					-					-					-	
PM Fee					-	-					-					-					-	
4% Parcel Sales Fee					4,799,916	4,799,916	OK				-					-					-	
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887	OK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CASH COSTS					72,161,079	72,161,079	OK	-	-	-	-	-	-	-	-	549,000	549,000	-	-	-	-	-
QUARTERLY NET CASH FLOW					42,307,811	42,307,811	-	-	-	-	-	-	-	-	-	(549,000)	(549,000)	-	-	-	-	-
CUMULATIVE CASH FLOW					50,307,811	50,307,811	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)				42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	(549,000)	(549,000)	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)				50,307,811	50,307,811	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000	7,451,000

						Calendar					Calendar		Calendar			Calendar				Calendar			Calendar
						1Q 06	2Q 06				3Q 06	4Q 06	1Q 07	2Q 07				3Q 07	4Q 07					3Q 08
											City Fiscal Year '07					Total				City Fiscal Year '08			Total	
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	1Q 06	2Q 06	3Q 06	4Q 06	2, 006	1Q 07	2Q 07	3Q 07	4Q 07	2, 007	1Q 08	2Q 08	3Q 08	4Q 08	2, 008	1Q 09		
PHASE 1 BOND ($29,800,000)																							
Sinking Fund Call				29,800,000	32,000,000					–					–					–			
Remaining Principal											29,800,000	29,800,000	29,800,000	29,800,000		29,800,000	29,800,000	29,800,000	29,800,000				29,800,000
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997					–	30,431	282,056	284,704	311,057	908,247	372,500	372,500	372,500	372,500	1,490,000	372,500		
LOC Draw Fee	$250 paid with each interest payment				88,750					–	250	750	750	750	2,500	750	750	750	750	3,000	750		
COI Fee	Paid at Bond Issuance				273,569					–	273,569				273,569					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760					–	6,878	14,062	13,756	14,000	48,697	14,000	14,000	14,000	14,000	56,000	14,000		
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006					–	2,393	5,646	5,523	5,215	18,778	5,215	5,215	5,215	5,215	20,860	5,215		
Trustee Fee	$2500 every September				75,000					–	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	–	–	–	–	–	316,021	302,514	304,733	331,022	1,254,290	394,965	392,465	392,465	392,465	1,572,360	394,965		
PHASE 2 BOND ($22,124,290)																							
Sinking Fund Call				22,124,290	23,757,627					–					–					–			
Remaining Principal																		22,124,290	22,124,290				22,124,290
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964					–					–					–			425,893
LOC Draw Fee	$250 paid with each interest payment				89,251					–					–					–			750
COI Fee	Paid at Bond Issuance	1.0000%			221,243					–					–					–			221,243
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412					–					–					–			10,394
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036					–					–					–			3,872
Trustee Fee	$2500 every September				75,000					–					–					–			2,500
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–		664,651
PHASE 3 BOND ($7,759,347)																							
Sinking Fund Call				87,759,347	94,238,225					–					–					–			
Remaining Principal																							
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889					–					–					–			
LOC Draw Fee	$250 paid with each interest payment				89,250					–					–					–			
COI Fee	Paid at Bond Issuance	1.0000%			877,593					–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056					–					–					–			
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238					–					–					–			
Trustee Fee	$2500 every September				75,000					–					–					–			
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–		–
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	–	–	–	–	–	316,021	302,514	304,733	331,022	1,254,290	394,965	392,465	392,465	392,465	1,572,360	1,059,616		
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	–	–	–	–	–	(316,021)	(302,514)	(304,733)	(880,022)	(1,803,290)	(394,965)	(392,465)	(392,465)	(392,465)	(1,572,360)	(1,059,616)		
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	7,683,979	7,381,465	7,076,731	6,196,710	6,196,710	5,801,745	5,409,280	5,016,815	4,624,350	4,624,350	3,564,733		

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

#N/A

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price		Total	2Q 09	3Q 09	4Q 09	2009	1Q 10	2Q 10	3Q 10	4Q 10	2010	1Q 11	2Q 11	3Q 11	4Q 11	2011	1Q 12	2Q 12
								ndar 4Q 08	Calendar 1Q 09	2Q 09		3Q 09	4Q 09		Calendar 1Q 10	2Q 10		Calendar 3Q 10	4Q 10		Calendar 1Q 11	2Q 11		Calendar 3Q 11	4Q 11		Calendar 1Q 12	2Q 12
									City Fiscal Year '09						City Fiscal Year '10						City Fiscal Year '11						City Fisca	
Parcel																												
A1	Closed		90,795	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060		20,190,060	-	-	-	-	-	-	-	-	-	-	-	20,190,060	-	20,190,060	-	-	-	-	-	-	-
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326		5,429,326				-					-					-					-		
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307		4,581,307				-					-					-					-		
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100		22,895,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880		3,010,880				-					-					-					-	3,010,880	
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952		9,686,952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,686,952	-	-	-	-	-	-
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470		10,168,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060		12,585,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 1	Jan 11 - Mar 11	3Q 11	9,480	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638		9,111,638				-					-					-					-		
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810		5,507,810				-					-					-					-		
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540		4,221,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747		7,080,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890		114,468,890	-	-	-	-	-	-	-	-	-	-	-	20,190,060	-	20,190,060	12,697,832	-					

CASH COSTS	Notes				Total Amount		Total	2Q 09	3Q 09	4Q 09	2009	1Q 10	2Q 10	3Q 10	4Q 10	2010	1Q 11	2Q 11	3Q 11	4Q 11	2011	1Q 12	2Q 12
									City Fiscal Year '09						City Fiscal Year '10						City Fiscal Year '11						City Fisca	
Phase 1																												
Cash Costs					4,058,858		4,058,858	-	3,342,858	-	3,342,858	116,000	-	-	-	116,000	600,000	-	-	-	600,000	-	-
Phase 2	Assumes Box Culvert using bond funds								Assumes starting roadways														
Cash Costs	Includes SPNA Costs				15,875,141		15,875,141	-	4,288,727	2,203,539	6,492,266	2,695,508	1,237,921	1,673,231	1,237,921	6,844,581	500,000	500,000	859,718	-	1,859,718		
Phase 3																							
Cash Costs					15,635,044		15,635,044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,302,920	1,302,920
Legal, Ops & Maint. Marketing	Informational only--Alt. fund source																						
Cost	Total does not affect net or cumulative rows below				2,359,131		2,359,131	-	448,240	-	448,240	-	-	-	990,370	990,370	-	-	-	-	-		
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)		(2,359,131)	-	(448,240)	-	(448,240)	-	-	-	(990,370)	(990,370)	-	-	-	-	-		
SUBTOTAL CASH COSTS					35,569,043		35,569,043	-	7,631,585	2,203,539	9,835,124	2,811,508	1,237,921	1,673,231	1,237,921	6,960,581	1,100,000	500,000	859,718	-	2,459,718	1,302,920	1,302,920
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY																			
Parcel A1	Phase I		Closed	$0	549,000		549,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416		1,195,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,195,416	-
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008		2,692,008	-	-	-	-	-	-	-	-	-	-	-	2,692,008	-	2,692,008	-	-
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549		5,196,549	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296		186,296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680		3,052,680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979		999,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	999,979	-
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492		-														-	1,614,492	
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456		1,164,456	-	-	-	-	-	-	-	-	-	1,164,456	-	-	-	1,164,456	-	-
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796		1,355,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008		1,678,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924		1,025,924	-	-	-	-	-	-	-	-	-	-	-	1,025,924	-	1,025,924	-	-
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11			-																
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11			-																
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300		609,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975		2,035,975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598		493,598	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872		562,872	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL PARCEL REMEDIATION					24,412,349		22,797,857	-	-	-	-	-	-	-	-	-	1,164,456	-	3,717,932	-	4,882,388	3,809,887	-
PROJECT MANAGEMENT & PAYROLL																							
Estimate Costs 11/1/08 Through 6/30/09					884,971		884,971		884,971		884,971					-					-		
Estimated Costs Moving Forward					1,646,000		1,646,000		-	329,200	329,200	329,200	329,200	329,200	329,200	1,316,800	-	-	-	-	-	-	-
PM Fee					-		-				-					-					-		
4% Parcel Sales Fee					4,799,916	OK	4,799,916				-					-				807,602	807,602	387,478	
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	OK	7,330,887	-	884,971	329,200	1,214,171	329,200	329,200	329,200	329,200	1,316,800	-	-	-	807,602	807,602	387,478	-
TOTAL CASH COSTS					72,161,079	OK	72,161,079	-	8,516,556	2,532,739	11,049,295	3,140,708	1,567,121	2,002,431	1,567,121	8,277,381	2,264,456	500,000	4,577,650	1,615,205	8,957,311	5,887,763	1,302,920
QUARTERLY NET CASH FLOW					42,307,811		42,307,811	-	(8,516,556)	(2,532,739)	(11,049,295)	(3,140,708)	(1,567,121)	(2,002,431)	(1,567,121)	(8,277,381)	(2,264,456)	(500,000)	15,612,410	(1,615,205)	11,232,749	6,810,069	(1,302,920)
CUMULATIVE CASH FLOW					50,307,811		50,307,811	7,451,000	(1,065,556)	(3,598,295)	(3,598,295)	(6,739,003)	(8,306,124)	(10,308,555)	(11,875,676)	(11,875,676)	(14,140,132)	(14,640,132)	972,278	(642,927)	(642,927)	6,167,142	4,864,222

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	(8,516,556)	(2,532,739)	(11,049,295)	(3,140,708)	(1,567,121)	(2,002,431)	(1,567,121)	(8,277,381)	(2,264,456)	(500,000)	15,612,410	(1,615,205)	11,232,749	6,810,069	(1,302,920)
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	7,451,000	(1,065,556)	(3,598,295)	(3,598,295)	(6,739,003)	(8,306,124)	(10,308,555)	(11,875,676)	(11,875,676)	(14,140,132)	(14,640,132)	972,278	(642,927)	(642,927)	6,167,142	4,864,222

					Calendar				Calendar			Calendar			Calendar				Calendar			Calendar	
					4Q 08	1Q 09	2Q 09		3Q 09	4Q 09		1Q 10	2Q 10		3Q 10	4Q 10		1Q 11	2Q 11		3Q 11	4Q 11		1Q 12	2Q 12
					City Fiscal Year '09							City Fiscal Year '10						City Fiscal Year '11						City Fiscal
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	2Q 09	3Q 09	4Q 09	2,009	1Q 10	2Q 10	3Q 10	4Q 10	2,010	1Q 11	2Q 11	3Q 11	4Q 11	2,011	1Q 12	2Q 12		
PHASE 1 BOND ($29,800,000)																							
Sinking Fund Call				29,800,000	32,000,000				–					–				625,000	625,000				
Remaining Principal						29,800,000	29,800,000	29,800,000		29,800,000	29,800,000	29,800,000	29,800,000		29,800,000	29,800,000	29,800,000	29,175,000		29,175,000	29,175,000	29,175,000	29,175,000
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	372,500	372,500	372,500	1,490,000	372,500	372,500	372,500	372,500	1,490,000	372,500	372,500	372,500	364,688	1,482,188	364,688	364,688		
LOC Draw Fee	$250 paid with each interest payment				88,750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750		
COI Fee	Paid at Bond Issuance				273,569				–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	14,000	14,000	14,000	56,000	14,000	14,000	14,000	14,000	56,000	14,000	14,000	14,000	13,706	55,706	13,706	13,706		
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	5,215	5,215	5,215	20,860	5,215	5,215	5,215	5,215	20,860	5,215	5,215	5,215	5,106	20,751	5,106	5,106		
Trustee Fee	$2500 every September				75,000				2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	392,465	392,465	392,465	1,572,360	394,965	392,465	392,465	392,465	1,572,360	394,965	392,465	392,465	1,009,250	2,189,145	386,750	384,250		
PHASE 2 BOND ($22,124,290)																							
Sinking Fund Call				22,124,290	23,757,627				–					–				–	–				
Remaining Principal						22,124,290	22,124,290	22,124,290		22,124,290	22,124,290	22,124,290	22,124,290		22,124,290	22,124,290	22,124,290	22,124,290		22,124,290	22,124,290	22,124,290	22,124,290
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	425,893	425,893	425,893	1,703,570	425,893	425,893	425,893	425,893	1,703,570	425,893	425,893	425,893	425,893	1,703,570	425,893	425,893		
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	751	3,001	750	750	750	750	3,000	750	750	750	750	3,000	750	750		
COI Fee	Paid at Bond Issuance	1.0000%			221,243				221,243					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	10,394	10,394	10,394	41,576	10,394	10,394	10,394	10,394	41,576	10,394	10,394	10,394	10,394	41,576	10,394	10,394		
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	3,872	3,872	3,872	15,487	3,872	3,872	3,872	3,872	15,487	3,872	3,872	3,872	3,872	15,487	3,872	3,872		
Trustee Fee	$2500 every September				75,000				2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	440,908	440,908	440,909	1,987,377	443,408	440,908	440,908	440,908	1,766,133	443,408	440,908	440,908	440,908	1,766,133	443,408	440,908		
PHASE 3 BOND ($87,759,347)																							
Sinking Fund Call				87,759,347	94,238,225				–					–				–	–				
Remaining Principal											87,759,347	87,759,347	87,759,347		87,759,347	87,759,347	87,759,347	87,759,347		87,759,347	87,759,347	87,759,347	87,759,347
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889				–					–	1,096,992	1,096,992	1,096,992	1,096,992	4,387,967	1,096,992	1,096,992		
LOC Draw Fee	$250 paid with each interest payment				89,250				–					–	750	750	750	750	3,000	750	750		
COI Fee	Paid at Bond Issuance	1.0000%			877,593				–					–	877,593				877,593				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056				–					–	41,229	41,229	41,229	41,229	164,917	41,229	41,229		
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238				–					–	15,358	15,358	15,358	15,358	61,432	15,358	15,358		
Trustee Fee	$2500 every September				75,000				–					–	2,500				2,500	2,500			
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	–	–	–	–	–	–	–	–	–	2,034,422	1,154,329	1,154,329	1,154,329	5,497,409	1,156,829	1,154,329		
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	833,373	833,373	833,374	3,559,737	838,373	833,373	833,373	833,373	3,338,493	2,872,796	1,987,702	1,987,702	2,604,487	9,452,687	1,986,987	1,979,487		
QUARTERLY NET CASH FLOW (after bond repayment)			(260,733,056)	(260,733,056)	(833,373)	(9,349,929)	(3,366,113)	(14,609,032)	(3,979,081)	(2,400,494)	(2,835,804)	(2,400,494)	(11,615,874)	(5,137,252)	(2,487,702)	13,624,708	(4,219,692)	1,780,062	4,823,082	(3,282,407)				
CUMULATIVE CASH FLOW (after bond repayment)			(252,843,056)	(252,843,056)	2,731,360	(6,618,569)	(9,984,682)	(9,984,682)	(13,963,764)	(16,364,258)	(19,200,062)	(21,600,557)	(21,600,557)	(26,737,808)	(29,225,511)	(15,600,803)	(19,820,494)	(19,820,494)	(14,997,412)	(18,279,819)				

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price		Calendar 1Q 12	Calendar 2Q 12	1 Year '12 Total	Calendar 3Q 12	Calendar 4Q 12	City Fiscal Year '13 1Q 13	City Fiscal Year '13 2Q 13	Total	Calendar 3Q 13	Calendar 4Q 13	Total	Fiscal Year '14 1Q 14	Fiscal Year '14 2Q 14	Total	Calendar 3Q 14	Calendar 4Q 14	Total	Fiscal Year '15 1Q 15	Fiscal Year '15 2Q 15	Fiscal Year '15 3Q 15
Parcel						Total	3Q 12	4Q 12	2012	1Q 13	2Q 13	3Q 13	4Q 13	2013	1Q 14	2Q 14	3Q 14	4Q 14	2014	1Q 15	2Q 15	3Q 15
A1	Closed		90,795	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326			-				5,429,326	5,429,326						-						
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307			-					-						-						
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100	-	-	-	-	-	-	-	-	22,895,100	-	-	-	22,895,100	-	-	-				
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880			3,010,880					-						-						
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952	-	-	9,686,952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470	-	10,168,470	10,168,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060	12,585,060	-	12,585,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M1	Jan 11 - Mar 11	3Q 11	9,480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M2	Jan 11 - Mar 11	3Q 11	15,863	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M3	Jan 11 - Mar 11	3Q 11	68,647	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M4	Jan 13 - Mar 13	3Q 13	50,775	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638			-					-						-						
O1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810			-					-						-						
O2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540	-	-	-	-	-	-	4,221,540	4,221,540	-	-	-	-	-	-	-	-	-	-	-	-
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747	-	-	-	-	-	-	7,080,747	7,080,747	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890	12,585,060	10,168,470	35,451,362	-	-	-	16,731,613	16,731,613	22,895,100	-	-	-	22,895,100	-	-	-				

CASH COSTS	Notes				Total Amount		1 Year '12 Total	3Q 12	4Q 12	2012	1Q 13	2Q 13	City Fiscal Year '13 3Q 13	4Q 13	2013	1Q 14	2Q 14	3Q 14	4Q 14	2014	1Q 15	2Q 15	3Q 15
Phase 1																							
Cash Costs					4,058,858	4,058,858	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phase 2	Assumes Box Culvert using bond funds																						
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141	243,942	-	243,942	-	-	164,300	-	164,300	-	-	104,767	-	104,767	-	-	60,300
Phase 3																							
Cash Costs					15,635,044	15,635,044	1,302,920	1,302,920	5,211,680	1,302,920	1,302,920	1,302,920	1,302,920	5,211,680	1,302,924	1,302,920	1,302,920	1,302,920	5,211,684			
Legal, Ops & Maint. Marketing Cost	Informational only--Alt. fund source				2,359,131	2,359,131			-					-					-					
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)			-					-					-					
SUBTOTAL CASH COSTS					35,569,043	35,569,043	1,546,862	1,302,920	5,455,622	1,302,920	1,302,920	1,467,220	1,302,920	5,375,980	1,302,924	1,302,920	1,407,687	1,302,920	5,316,451	-	-	60,300
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY																			
Parcel A1	Phase I		Closed	$0	549,000	549,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416	-	-	1,195,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549	-	-	-	-	-	5,196,549	-	5,196,549	-	-	-	-	-	-	-	-	-
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680	-	-	-	-	-	-	-	-	3,052,680	-	-	-	3,052,680	-	-	-	
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979	-	-	999,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-																	
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796	-	1,355,796	1,355,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008	1,678,008	-	1,678,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M2	Included in M1 above		Jan 11 - Mar 11	3Q 11		-																	
Parcel M3	Included in M1 above		Jan 11 - Mar 11	3Q 11		-																	
Parcel M4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300	-	-	-	-	-	609,300	-	609,300	-	-	-	-	-	-	-	-	-
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872	-	-	-	-	-	562,872	-	562,872	-	-	-	-	-	-	-	-	-
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857	1,678,008	1,355,796	5,229,199	-	-	6,368,721		6,368,721	3,052,680	-	-	-	3,052,680	-	-	-	
PROJECT MANAGEMENT & PAYROLL																							
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971			-					-					-					
Estimated Costs Moving Forward					1,646,000	1,646,000	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
PM Fee					-	-			-					-					-					
4% Parcel Sales Fee					4,799,916	4,799,916	503,402	406,739	1,297,619	-		1,778,891		1,778,891	915,804				915,804				
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887	503,402	406,739	1,297,619	-	-	1,778,891		1,778,891	915,804	-	-	-	915,804	-	-	-	
TOTAL CASH COSTS					72,161,079	72,161,079	4,231,675	3,472,194	14,894,552	1,302,920	1,302,920	11,393,722	1,302,920	15,302,482	6,187,212	1,302,920	1,407,687	1,302,920	10,200,739	-	-	60,300
QUARTERLY NET CASH FLOW					42,307,811	42,307,811	8,353,385	6,696,276	20,556,810	(1,302,920)	(1,302,920)	5,337,891	(1,302,920)	1,429,131	16,707,888	(1,302,920)	(1,407,687)	(1,302,920)	12,694,361	-	-	(60,300)
CUMULATIVE CASH FLOW					50,307,811	50,307,811	13,217,607	19,913,884	19,913,884	18,610,964	17,308,044	22,645,934	21,343,014	21,343,014	38,050,902	36,747,982	35,340,295	34,037,375	34,037,375	34,037,375	34,037,375	33,977,075	

Symphony Park
Projected Bond Flow
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QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	8,353,385	6,696,276	20,556,810	(1,302,920)	(1,302,920)	5,337,891	(1,302,920)	1,429,131	16,707,888	(1,302,920)	(1,407,687)	(1,302,920)	12,694,361	–	–	(60,300)
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	13,217,607	19,913,884	19,913,884	18,610,964	17,308,044	22,645,934	21,343,014	21,343,014	38,050,902	36,747,982	35,340,295	34,037,375	34,037,375	34,037,375	34,037,375	33,977,075
					Calendar			*Calendar*		*Calendar*			*Calendar*		*Calendar*			*Calendar*		*Cale*
					1Q 12	*2Q 12*		*3Q 12*	*4Q 12*	*1Q 13*	*2Q 13*		*3Q 13*	*4Q 13*	*1Q 14*	*2Q 14*		*3Q 14*	*4Q 14*	*1Q 15*
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	1 Year '12 3Q 12	4Q 12	Total 2,012	1Q 13	City Fiscal Year '13 2Q 13	3Q 13	4Q 13	Total 2,013	1Q 14	City Fiscal Year '14 2Q 14	3Q 14	4Q 14	Total 2,014	1Q 15	City Fiscal Year '15 2Q 15	3Q 15
PHASE 1 BOND ($29,800,000)																					
Sinking Fund Call				29,800,000	32,000,000		660,000	660,000				690,000	690,000			725,000	725,000				
Remaining Principal						29,175,000	28,515,000		28,515,000	28,515,000	28,515,000	27,825,000		27,825,000	27,825,000	27,100,000		27,100,000	27,100,000	27,100,000	
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	364,688	356,438	1,450,500	356,438	356,438	356,438	347,813	1,417,125	347,813	347,813	347,813	338,750	1,382,188	338,750	338,750	338,750
LOC Draw Fee	$250 paid with each interest payment				88,750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance				273,569			–				–	–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	13,706	13,396	54,515	13,396	13,396	13,396	13,072	53,261	13,072	13,072	13,072	12,732	51,948	12,732	12,732	12,732
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	5,106	4,990	20,307	4,990	4,990	4,990	4,869	19,840	4,869	4,869	4,869	4,743	19,351	4,743	4,743	4,743
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	384,250	1,035,574	2,190,822	378,074	375,574	375,574	1,056,504	2,185,726	369,004	366,504	366,504	1,081,974	2,183,986	359,474	356,974	356,974
PHASE 2 BOND ($22,124,290)																					
Sinking Fund Call				22,124,290	23,757,627		–	–				464,016	464,016			490,001	490,001				
Remaining Principal						22,124,290	22,124,290		22,124,290	22,124,290	22,124,290	21,660,274		21,660,274	21,660,274	21,170,273		21,170,273	21,170,273	21,170,273	
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	425,893	425,893	1,703,570	425,893	425,893	425,893	416,960	1,694,638	416,960	416,960	416,960	407,528	1,658,409	407,528	407,528	407,528
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			221,243			–				–	–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	10,394	10,394	41,576	10,394	10,394	10,394	10,176	41,358	10,176	10,176	10,176	9,946	40,474	9,946	9,946	9,946
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	3,872	3,872	15,487	3,872	3,872	3,872	3,791	15,406	3,791	3,791	3,791	3,705	15,076	3,705	3,705	3,705
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	440,908	440,908	1,766,133	443,408	440,908	440,908	895,693	2,220,918	434,177	431,677	431,677	911,929	2,209,460	424,428	421,928	421,928
PHASE 3 BOND ($87,759,347)																					
Sinking Fund Call				87,759,347	94,238,225		–	–				–	–			–	–				
Remaining Principal						87,759,347	87,759,347		87,759,347	87,759,347	87,759,347	87,759,347		87,759,347	87,759,347	87,759,347		87,759,347	87,759,347	87,759,347	
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	1,096,992	1,096,992	4,387,967	1,096,992	1,096,992	1,096,992	1,096,992	4,387,967	1,096,992	1,096,992	1,096,992	1,096,992	4,387,967	1,096,992	1,096,992	1,096,992
LOC Draw Fee	$250 paid with each interest payment				89,250	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			877,593			–				–	–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	41,229	41,229	164,917	41,229	41,229	41,229	41,229	164,917	41,229	41,229	41,229	41,229	164,917	41,229	41,229	41,229
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	15,358	15,358	61,432	15,358	15,358	15,358	15,358	61,432	15,358	15,358	15,358	15,358	61,432	15,358	15,358	15,358
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	1,154,329	1,154,329	4,619,816	1,156,829	1,154,329	1,154,329	1,154,329	4,619,816	1,156,829	1,154,329	1,154,329	1,154,329	4,619,816	1,156,829	1,154,329	1,154,329
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	1,979,487	2,630,811	8,576,771	1,978,311	1,970,811	1,970,811	3,106,526	9,026,459	1,960,010	1,952,510	1,952,510	3,148,232	9,013,262	1,940,731	1,933,231	1,933,231
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	6,373,898	4,065,465	11,980,039	(3,281,231)	(3,273,731)	3,367,080	(4,409,446)	(7,597,329)	14,747,878	(3,255,430)	(3,360,197)	(4,451,152)	3,681,099	(1,940,731)	(1,933,231)	(1,993,531)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(11,905,921)	(7,840,455)	(7,840,455)	(11,121,687)	(14,395,418)	(11,028,338)	(15,437,784)	(15,437,784)	(689,906)	(3,945,336)	(7,305,532)	(11,756,685)	(11,756,685)	(13,697,416)	(15,630,647)	(17,624,179)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price		Total	4Q 15	Total 2015	1Q 16	2Q 16	3Q 16	4Q 16	Total 2016	1Q 17	2Q 17	3Q 17	4Q 17	2017	1Q 18	2Q 18	3Q 18	4Q 18
								2Q 15		*3Q 15*	*4Q 15*	*1Q 16*	*2Q 16*		*3Q 16*	*4Q 16*	*1Q 17*	*2Q 17*		*3Q 17*	*4Q 17*		*1Q 18*	*2Q 18*
									Total			Fiscal Year '16		Total			Fiscal Year '17					Fiscal Year '18	
Parcel																							
A1	Closed		90,795	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060		20,190,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326		5,429,326		-					-					-				
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307		4,581,307		-					-			4,581,307		4,581,307				
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100		22,895,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880		3,010,880		-					-					-				
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952		9,686,952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470		10,168,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060		12,585,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 1	Jan 11 - Mar 11	3Q 11	9,480	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638		9,111,638		-					-					-				
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810		5,507,810		-					-					-				
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540		4,221,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747		7,080,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890		114,468,890	-	-	-	-	-	-	-	-	-	4,581,307	-	4,581,307	-	-	-	-

CASH COSTS	Notes			Total Amount		Total	4Q 15	Total 2015	1Q 16	2Q 16	3Q 16	4Q 16	Total 2016	1Q 17	2Q 17	3Q 17	4Q 17	Total 2017	1Q 18	2Q 18	3Q 18	4Q 18
Phase 1																							
Cash Costs				4,058,858		4,058,858	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phase 2	Assumes Box Culvert using bond funds																						
Cash Costs	Includes SPMA Costs			15,875,141		15,875,141	-	60,300	-	-	60,300	-	60,300	-	-	44,967	-	44,967	-	-	41,900	-	
Phase 3																							
Cash Costs				15,635,044		15,635,044																	
Legal, Ops & Maint. Marketing	Informational only--Alt. fund source																						
Cost	Total does not affect net or cumulative rows below			2,359,131		2,359,131																	
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below			(2,359,131)		(2,359,131)																	
SUBTOTAL CASH COSTS				35,569,043		35,569,043	-	60,300	-	-	60,300	-	60,300	-	-	44,967	-	44,967	-	-	41,900	-	
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY																			
Parcel A1	Phase I		Closed	$0	549,000		549,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416		1,195,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008		2,692,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549		5,196,549	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296		186,296	-	-	-	-	-	-	-	-	-	186,296	-	186,296	-	-	-	-
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680		3,052,680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979		999,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492		-																
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456		1,164,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796		1,355,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008		1,678,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924		1,025,924	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11			-																
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11			-																
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300		609,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975		2,035,975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598		493,598	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872		562,872	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL PARCEL REMEDIATION					24,412,349		22,797,857	-	-	-	-	-	-	-	-	-	186,296	-	186,296	-	-	-	-
PROJECT MANAGEMENT & PAYROLL																							
Estimate Costs 11/1/08 Through 6/30/09					884,971		884,971							-					-				
Estimated Costs Moving Forward					1,646,000		1,646,000		-					-					-				
PM Fee					-		-							-					-				
4% Parcel Sales Fee					4,799,916	OK	4,799,916		-					-					-				
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	OK	7,330,887	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CASH COSTS					72,161,079	OK	72,161,079	-	60,300	-	-	60,300	-	60,300	-	-	231,263	-	231,263	-	-	41,900	-
QUARTERLY NET CASH FLOW					42,307,811		42,307,811	-	(60,300)	-	-	(60,300)	-	(60,300)	-	-	4,350,044	-	4,350,044	-	-	(41,900)	-
CUMULATIVE CASH FLOW					50,307,811		50,307,811	33,977,075	33,977,075	33,977,075	33,977,075	33,916,775	33,916,775	33,916,775	33,916,775	33,916,775	38,266,819	38,266,819	38,266,819	38,266,819	38,266,819	38,224,919	38,224,919

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	(60,300)	–	–	(60,300)	–	(60,300)	–	–	4,350,044	–	4,350,044	–	–	(41,900)	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	33,977,075	33,977,075	33,977,075	33,977,075	33,916,775	33,916,775	33,916,775	33,916,775	33,916,775	38,266,819	38,266,819	38,266,819	38,266,819	38,266,819	38,224,919	38,224,919

					ndar			Calendar		Calendar			Calendar		Calendar			Calendar		Calendar	
					2Q 15			3Q 15	4Q 15	1Q 16	2Q 16		3Q 16	4Q 16	1Q 17	2Q 17		3Q 17	4Q 17	1Q 18	2Q 18
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	4Q 15	Total	1Q 16	2Q 16	3Q 16	4Q 16	Total	1Q 17	2Q 17	3Q 17	4Q 17	Total	1Q 18	2Q 18	3Q 18	4Q 18
PHASE 1 BOND ($29,800,000)								City Fiscal Year '16					City Fiscal Year '17					City Fiscal Year '18			
Sinking Fund Call				29,800,000	32,000,000	760,000	760,000				800,000	800,000				840,000	840,000				880,000
Remaining Principal						26,340,000		26,340,000	26,340,000	26,340,000	25,540,000		25,540,000	25,540,000	25,540,000	24,700,000		24,700,000	24,700,000	24,700,000	23,820,000
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	329,250	1,345,500	329,250	329,250	329,250	319,250	1,307,000	319,250	319,250	319,250	308,750	1,266,500	308,750	308,750	308,750	297,750
LOC Draw Fee	$250 paid with each interest payment				88,750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance				273,569		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	12,374	50,569	12,374	12,374	12,374	11,999	49,122	11,999	11,999	11,999	11,604	47,600	11,604	11,604	11,604	11,191
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	4,610	18,837	4,610	4,610	4,610	4,470	18,298	4,470	4,470	4,470	4,323	17,731	4,323	4,323	4,323	4,169
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	1,106,984	2,180,406	349,484	346,984	346,984	1,136,468	2,179,920	338,968	336,468	336,468	1,165,427	2,177,331	327,927	325,427	325,427	1,193,859
PHASE 2 BOND ($22,124,290)																					
Sinking Fund Call				22,124,290	23,757,627	512,274	512,274				538,259	538,259				564,244	564,244				593,941
Remaining Principal						20,657,999		20,657,999	20,657,999	20,657,999	20,119,740		20,119,740	20,119,740	20,119,740	19,555,497		19,555,497	19,555,497	19,555,497	18,961,556
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	397,666	1,620,250	397,666	397,666	397,666	387,305	1,580,304	387,305	387,305	387,305	376,443	1,538,358	376,443	376,443	376,443	365,010
LOC Draw Fee	$250 paid with each interest payment				89,251	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			221,243		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	9,705	39,542	9,705	9,705	9,705	9,452	38,568	9,452	9,452	9,452	9,187	37,544	9,187	9,187	9,187	8,908
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	3,615	14,730	3,615	3,615	3,615	3,521	14,366	3,521	3,521	3,521	3,422	13,985	3,422	3,422	3,422	3,318
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	924,011	2,192,296	414,237	411,737	411,737	939,287	2,176,997	403,528	401,028	401,028	954,046	2,159,631	392,303	389,803	389,803	971,927
PHASE 3 BOND ($87,759,347)																					
Sinking Fund Call				87,759,347	94,238,225	1,840,590	1,840,590				1,943,663	1,943,663				2,032,012	2,032,012				2,135,085
Remaining Principal						85,918,757		85,918,757	85,918,757	85,918,757	83,975,093		83,975,093	83,975,093	83,975,093	81,943,082		81,943,082	81,943,082	81,943,082	79,807,997
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	1,073,984	4,364,960	1,073,984	1,073,984	1,073,984	1,049,689	4,271,642	1,049,689	1,049,689	1,049,689	1,024,289	4,173,355	1,024,289	1,024,289	1,024,289	997,600
LOC Draw Fee	$250 paid with each interest payment				89,250	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			877,593		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	40,365	164,052	40,365	40,365	40,365	39,451	160,545	39,451	39,451	39,451	38,497	156,851	38,497	38,497	38,497	37,494
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	15,036	61,109	15,036	15,036	15,036	14,696	59,803	14,696	14,696	14,696	14,340	58,427	14,340	14,340	14,340	13,966
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	2,970,725	6,436,212	1,132,635	1,130,135	1,130,135	3,048,249	6,441,153	1,107,086	1,104,586	1,104,586	3,109,887	6,426,144	1,080,375	1,077,875	1,077,875	3,184,895
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	5,001,720	10,808,914	1,896,355	1,888,855	1,888,855	5,124,004	10,798,071	1,849,582	1,842,082	1,842,082	5,229,360	10,763,106	1,800,605	1,793,105	1,793,105	5,350,681
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(5,001,720)	(10,869,214)	(1,896,355)	(1,888,855)	(1,949,155)	(5,124,004)	(10,858,371)	(1,849,582)	(1,842,082)	2,507,962	(5,229,360)	(6,413,062)	(1,800,605)	(1,793,105)	(1,835,005)	(5,350,681)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(22,625,898)	(22,625,898)	(24,522,254)	(26,411,109)	(28,360,265)	(33,484,269)	(33,484,269)	(35,333,851)	(37,175,933)	(34,667,971)	(39,897,331)	(39,897,331)	(41,697,935)	(43,491,040)	(45,326,044)	(50,676,725)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total	2018	1Q 19	2Q 19	3Q 19	4Q 19	2019	1Q 20	2Q 20	3Q 20	4Q 20	2020	1Q 21	2Q 21	3Q 21	4Q 21	2021
							Calendar 3Q 18	4Q 18		Calendar 1Q 19	2Q 19		Calendar 3Q 19	4Q 19		Calendar 1Q 20	2Q 20		Calendar 3Q 20	4Q 20		Calendar 1Q 21	2Q 21	
								Fiscal Year '19								Fiscal Year '20						Fiscal Year '21		
Parcel																						
A1	Closed		90,795	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326	-					-					-					-
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307	-					-					-					-
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880	-					-					-					-
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638	-			9,111,638		9,111,638					-					-
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810	-			5,507,810		5,507,810					-					-
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890	-	-	-	14,619,448		14,619,448	-	-	-	-	-	-	-	-	-	-

CASH COSTS	Notes				Total Amount	Total	Total 2018	1Q 19	2Q 19	3Q 19	4Q 19	Total 2019	1Q 20	2Q 20	3Q 20	4Q 20	Total 2020	1Q 21	2Q 21	3Q 21	4Q 21	Total 2021
Phase 1																						
Cash Costs					4,058,858	4,058,858	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phase 2	Assumes Box Culvert using bond funds																					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141	41,900	-	-	6,983	-	6,983	-	-	-	-	-	-	-	-	-	-
Phase 3																						
Cash Costs					15,635,044	15,635,044																
Legal, Ops & Maint. Marketing Cost	Informational only--Alt. fund source				2,359,131	2,359,131																
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)																
SUBTOTAL CASH COSTS					35,569,043	35,569,043	41,900	-	-	6,983	-	6,983	-	-	-	-	-	-	-	-	-	-
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY																		
Parcel A1	Phase I		Closed	$0	549,000	549,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-																
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-																
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-																
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975	-	-	-	2,035,975	-	2,035,975	-	-	-	-	-	-	-	-	-	-
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598	-	-	-	493,598	-	493,598	-	-	-	-	-	-	-	-	-	-
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857	-	-	-	2,529,573	-	2,529,573	-	-	-	-	-	-	-	-	-	-
PROJECT MANAGEMENT & PAYROLL																						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971	-					-					-					-
Estimated Costs Moving Forward					1,646,000	1,646,000	-					-					-					-
PM Fee					-	-	-					-					-					-
4% Parcel Sales Fee					4,799,916	4,799,916	-					-					-					-
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CASH COSTS					72,161,079	72,161,079	41,900	-	-	2,536,556		2,536,556	-	-	-	-	-	-	-	-	-	-
QUARTERLY NET CASH FLOW					42,307,811	42,307,811	(41,900)	-	-	12,082,892	-	12,082,892	-	-	-	-	-	-	-	-	-	-
CUMULATIVE CASH FLOW					50,307,811	50,307,811	38,224,919	38,224,919	38,224,919	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)				42,307,811	42,307,811	(41,900)	–	–	12,082,892	–	12,082,892	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)				50,307,811	50,307,811	38,224,919	38,224,919	38,224,919	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811	50,307,811

						Calendar		Calendar			Calendar		Calendar			Calendar		Calendar		
						3Q 18	4Q 18	1Q 19	2Q 19		3Q 19	4Q 19	1Q 20	2Q 20		3Q 20	4Q 20		1Q 21	2Q 21	
						Total	City Fiscal Year '19				Total	City Fiscal Year '20							City Fiscal Year '21		
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	2,018	1Q 19	2Q 19	3Q 19	4Q 19	2,019	1Q 20	2Q 20	3Q 20	4Q 20	2,020	1Q 21	2Q 21	3Q 21	4Q 21	2,021
PHASE 1 BOND ($29,800,000)																				
Sinking Fund Call				29,800,000	32,000,000	880,000				925,000	925,000				970,000	970,000				1,020,000	1,020,000
Remaining Principal							23,820,000	23,820,000	23,820,000	22,895,000		22,895,000	22,895,000	22,895,000	21,925,000		21,925,000	21,925,000	21,925,000	20,905,000	
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	1,224,000	297,750	297,750	297,750	286,188	1,179,438	286,188	286,188	286,188	274,063	1,132,625	274,063	274,063	274,063	261,313	1,083,500
LOC Draw Fee	$250 paid with each interest payment				88,750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000
COI Fee	Paid at Bond Issuance				273,569	–					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	46,003	11,191	11,191	11,191	10,756	44,328	10,756	10,756	10,756	10,300	42,568	10,300	10,300	10,300	9,821	40,722
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	17,136	4,169	4,169	4,169	4,007	16,512	4,007	4,007	4,007	3,837	15,857	3,837	3,837	3,837	3,658	15,169
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	2,172,639	316,359	313,859	313,859	1,226,700	2,170,777	304,200	301,700	301,700	1,258,950	2,166,550	291,450	288,950	288,950	1,295,542	2,164,891
PHASE 2 BOND ($22,124,290)																				
Sinking Fund Call				22,124,290	23,757,627	593,941				623,638	623,638				653,335	653,335				686,744	686,744
Remaining Principal							18,961,556	18,961,556	18,961,556	18,337,918		18,337,918	18,337,918	18,337,918	17,684,583		17,684,583	17,684,583	17,684,583	16,997,840	
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	1,494,340	365,010	365,010	365,010	353,005	1,448,035	353,005	353,005	353,005	340,428	1,399,443	340,428	340,428	340,428	327,208	1,348,493
LOC Draw Fee	$250 paid with each interest payment				89,251	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000
COI Fee	Paid at Bond Issuance	1.0000%			221,243	–					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	36,470	8,908	8,908	8,908	8,615	35,339	8,615	8,615	8,615	8,308	34,154	8,308	8,308	8,308	7,986	32,910
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	13,585	3,318	3,318	3,318	3,209	13,164	3,209	3,209	3,209	3,095	12,722	3,095	3,095	3,095	2,975	12,259
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	2,143,835	380,486	377,986	377,986	989,217	2,125,676	368,079	365,579	365,579	1,005,916	2,105,154	355,081	352,581	352,581	1,025,662	2,085,906
PHASE 3 BOND ($87,759,347)																				
Sinking Fund Call				87,759,347	94,238,225	2,135,085				2,238,158	2,238,158				2,355,956	2,355,956				2,473,753	2,473,753
Remaining Principal							79,807,997	79,807,997	79,807,997	77,569,839		77,569,839	77,569,839	77,569,839	75,213,883		75,213,883	75,213,883	75,213,883	72,740,130	
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	4,070,466	997,600	997,600	997,600	969,623	3,962,423	969,623	969,623	969,623	940,174	3,849,043	940,174	940,174	940,174	909,252	3,729,772
LOC Draw Fee	$250 paid with each interest payment				89,250	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000
COI Fee	Paid at Bond Issuance	1.0000%			877,593	–					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	152,984	37,494	37,494	37,494	36,442	148,923	36,442	36,442	36,442	35,335	144,662	35,335	35,335	35,335	34,173	140,179
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	56,987	13,966	13,966	13,966	13,575	55,474	13,575	13,575	13,575	13,162	53,887	13,162	13,162	13,162	12,730	52,217
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	6,421,021	1,052,310	1,049,810	1,049,810	3,258,548	6,410,478	1,022,890	1,020,390	1,020,390	3,345,377	6,409,047	991,921	989,421	989,421	3,430,658	6,401,422
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	10,737,494	1,749,155	1,741,655	1,741,655	5,474,465	10,706,931	1,695,169	1,687,669	1,687,669	5,610,243	10,680,750	1,638,452	1,630,952	1,630,952	5,751,862	10,652,219
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(10,779,394)	(1,749,155)	(1,741,655)	10,341,237	(5,474,465)	1,375,961	(1,695,169)	(1,687,669)	(1,687,669)	(5,610,243)	(10,680,750)	(1,638,452)	(1,630,952)	(1,630,952)	(5,751,862)	(10,652,219)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(50,676,725)	(52,425,881)	(54,167,536)	(43,826,300)	(49,300,765)	(49,300,765)	(50,995,934)	(52,683,603)	(54,371,272)	(59,981,515)	(59,981,515)	(61,619,967)	(63,250,920)	(64,881,872)	(70,633,734)	(70,633,734)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

					Calendar			Calendar				Calendar				Calendar				Calendar				Calendar				Cale
					3Q 21	4Q 21		1Q 22	2Q 22			3Q 22	4Q 22			1Q 23	2Q 23			3Q 23	4Q 23			1Q 24	2Q 24			3Q 24
						City Fiscal Year '22				Total		City Fiscal Year '23			Total			City Fiscal Year '24				Total				
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	1Q 22	2Q 22	3Q 22	4Q 22	2,022	1Q 23	2Q 23	3Q 23	4Q 23	2,023	1Q 24	2Q 24	3Q 24	4Q 24	2,024	1Q 25							
PHASE 1 BOND ($29,800,000)																											
Sinking Fund Call				29,800,000	32,000,000				1,070,000	1,070,000				1,125,000	1,125,000				1,180,000	1,180,000							
Remaining Principal						20,905,000	20,905,000	20,905,000	19,835,000		19,835,000	19,835,000	19,835,000	18,710,000		18,710,000	18,710,000	18,710,000	17,530,000		17,530,000							
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	261,313	261,313	261,313	247,938	1,031,875	247,938	247,938	247,938	233,875	977,688	233,875	233,875	233,875	219,125	920,750	219,125							
LOC Draw Fee	$250 paid with each interest payment				88,750	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750							
COI Fee	Paid at Bond Issuance				273,569					–					–					–							
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	9,821	9,821	9,821	9,318	38,782	9,318	9,318	9,318	8,790	36,745	8,790	8,790	8,790	8,236	34,605	8,236							
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	3,658	3,658	3,658	3,471	14,446	3,471	3,471	3,471	3,274	13,688	3,274	3,274	3,274	3,068	12,891	3,068							
Trustee Fee	$2500 every September				75,000	2,500				2,500	2,500				2,500	2,500				2,500	2,500							
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	278,042	275,542	275,542	1,331,477	2,160,603	263,977	261,477	261,477	1,371,689	2,158,620	249,189	246,689	246,689	1,411,178	2,153,746	233,678							
PHASE 2 BOND ($22,124,290)																											
Sinking Fund Call				22,124,290	23,757,627				720,153	720,153				757,274	757,274				794,396	794,396							
Remaining Principal						16,997,840	16,997,840	16,997,840	16,277,687		16,277,687	16,277,687	16,277,687	15,520,412		15,520,412	15,520,412	15,520,412	14,726,017		14,726,017							
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	327,208	327,208	327,208	313,345	1,294,971	313,345	313,345	313,345	298,768	1,238,804	298,768	298,768	298,768	283,476	1,179,780	283,476							
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750							
COI Fee	Paid at Bond Issuance	1.0000%			221,243					–					–					–							
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	7,986	7,986	7,986	7,647	31,604	7,647	7,647	7,647	7,291	30,233	7,291	7,291	7,291	6,918	28,793	6,918							
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	2,975	2,975	2,975	2,849	11,772	2,849	2,849	2,849	2,716	11,262	2,716	2,716	2,716	2,577	10,725	2,577							
Trustee Fee	$2500 every September				75,000	2,500				2,500	2,500				2,500	2,500				2,500	2,500							
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	341,419	338,919	338,919	1,044,744	2,064,000	327,091	324,591	324,591	1,066,800	2,043,074	312,025	309,525	309,525	1,088,117	2,019,193	296,221							
PHASE 3 BOND ($87,759,347)																											
Sinking Fund Call				87,759,347	94,238,225				2,591,551	2,591,551				2,724,074	2,724,074				2,856,596	2,856,596							
Remaining Principal						72,740,130	72,740,130	72,740,130	70,148,579		70,148,579	70,148,579	70,148,579	67,424,505		67,424,505	67,424,505	67,424,505	64,567,909		64,567,909							
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	909,252	909,252	909,252	876,857	3,604,612	876,857	876,857	876,857	842,806	3,473,378	842,806	842,806	842,806	807,099	3,335,518	807,099							
LOC Draw Fee	$250 paid with each interest payment				89,250	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750							
COI Fee	Paid at Bond Issuance	1.0000%			877,593					–					–					–							
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	34,173	34,173	34,173	32,956	135,475	32,956	32,956	32,956	31,676	130,543	31,676	31,676	31,676	30,334	125,362	30,334							
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	12,730	12,730	12,730	12,276	50,465	12,276	12,276	12,276	11,799	48,627	11,799	11,799	11,799	11,299	46,697	11,299							
Trustee Fee	$2500 every September				75,000	2,500				2,500	2,500				2,500	2,500				2,500	2,500							
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	959,404	956,904	956,904	3,514,390	6,387,603	925,339	922,839	922,839	3,611,105	6,382,122	889,532	887,032	887,032	3,706,078	6,369,673	851,982							
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	1,578,865	1,571,365	1,571,365	5,890,612	10,612,206	1,516,407	1,508,907	1,508,907	6,049,594	10,583,816	1,450,746	1,443,246	1,443,246	6,205,373	10,542,612	1,381,882							
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(1,578,865)	(1,571,365)	(1,571,365)	(5,890,612)	(10,612,206)	(1,516,407)	(1,508,907)	(1,508,907)	(6,049,594)	(10,583,816)	(1,450,746)	(1,443,246)	(1,443,246)	(6,205,373)	(10,542,612)	(1,381,882)							
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(72,212,599)	(73,783,964)	(75,355,329)	(81,245,941)	(81,245,941)	(82,762,348)	(84,271,255)	(85,780,163)	(91,829,757)	(91,829,757)	(93,280,503)	(94,723,749)	(96,166,995)	(102,372,369)	(102,372,369)	(103,754,250)							

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

					Calendar	Calendar			Calendar			Calendar			Calendar				Calendar			Calendar	
					4Q 24	1Q 25	2Q 25		3Q 25	4Q 25		1Q 26	2Q 26		3Q 26	4Q 26		1Q 27	2Q 27		3Q 27	4Q 27	
					City Fiscal Year '25			Total	City Fiscal Year '26		Total			Total	City Fiscal Year '27			Total	City Fiscal				
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	2Q 25	3Q 25	4Q 25	2,025	1Q 26	2Q 26	3Q 26	4Q 26	2,026	1Q 27	2Q 27	3Q 27	4Q 27	2,027	1Q 28	2Q 28	
PHASE 1 BOND ($29,800,000)																						
Sinking Fund Call				29,800,000	32,000,000			1,240,000	1,240,000				1,300,000	1,300,000				1,365,000	1,365,000			
Remaining Principal						17,530,000	17,530,000	16,290,000		16,290,000	16,290,000	16,290,000	14,990,000		14,990,000	14,990,000	14,990,000	13,625,000		13,625,000	13,625,000	
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	219,125	219,125	203,625	861,000	203,625	203,625	203,625	187,375	798,250	187,375	187,375	187,375	170,313	732,438	170,313	170,313	
LOC Draw Fee	$250 paid with each interest payment				88,750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	
COI Fee	Paid at Bond Issuance				273,569				–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	8,236	8,236	7,653	32,360	7,653	7,653	7,653	7,042	30,001	7,042	7,042	7,042	6,401	27,528	6,401	6,401	
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	3,068	3,068	2,851	12,054	2,851	2,851	2,851	2,623	11,176	2,623	2,623	2,623	2,384	10,254	2,384	2,384	
Trustee Fee	$2500 every September				75,000				2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	231,178	231,178	1,454,879	2,150,914	217,379	214,879	214,879	1,497,791	2,144,927	200,291	197,791	197,791	1,544,848	2,140,719	182,348	179,848	
PHASE 2 BOND ($22,124,290)																						
Sinking Fund Call				22,124,290	23,757,627			835,229	835,229				876,062	876,062				920,608	920,608			
Remaining Principal						14,726,017	14,726,017	13,890,787		13,890,787	13,890,787	13,890,787	13,014,725		13,014,725	13,014,725	13,014,725	12,094,117		12,094,117	12,094,117	
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	283,476	283,476	267,398	1,117,825	267,398	267,398	267,398	250,533	1,052,726	250,533	250,533	250,533	232,812	984,412	232,812	232,812	
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	
COI Fee	Paid at Bond Issuance	1.0000%			221,243				–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	6,918	6,918	6,526	27,281	6,526	6,526	6,526	6,114	25,692	6,114	6,114	6,114	5,682	24,025	5,682	5,682	
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	2,577	2,577	2,431	10,162	2,431	2,431	2,431	2,278	9,570	2,278	2,278	2,278	2,116	8,949	2,116	2,116	
Trustee Fee	$2500 every September				75,000				2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	293,721	293,721	1,112,333	1,995,997	279,604	277,104	277,104	1,135,738	1,969,551	262,175	259,675	259,675	1,161,968	1,943,494	243,860	241,360	
PHASE 3 BOND ($87,759,347)																						
Sinking Fund Call				87,759,347	94,238,225			3,003,843	3,003,843				3,151,091	3,151,091				3,313,063	3,313,063			
Remaining Principal						64,567,909	64,567,909	61,564,065		61,564,065	61,564,065	61,564,065	58,412,975		58,412,975	58,412,975	58,412,975	55,099,912		55,099,912	55,099,912	
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	807,099	807,099	769,551	3,190,847	769,551	769,551	769,551	730,162	3,038,815	730,162	730,162	730,162	688,749	2,879,235	688,749	688,749	
LOC Draw Fee	$250 paid with each interest payment				89,250	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	
COI Fee	Paid at Bond Issuance	1.0000%			877,593				–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	30,334	30,334	28,923	119,924	28,923	28,923	28,923	27,442	114,210	27,442	27,442	27,442	25,886	108,213	25,886	25,886	
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	11,299	11,299	10,774	44,672	10,774	10,774	10,774	10,222	42,543	10,222	10,222	10,222	9,642	40,309	9,642	9,642	
Trustee Fee	$2500 every September				75,000				2,500	2,500				2,500	2,500				2,500	2,500		
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	849,482	849,482	3,813,841	6,364,787	812,497	809,997	809,997	3,919,667	6,352,159	771,077	768,577	768,577	4,038,090	6,346,320	727,527	725,027	
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	1,374,382	1,374,382	6,381,053	10,511,698	1,309,480	1,301,980	1,301,980	6,553,196	10,466,637	1,233,543	1,226,043	1,226,043	6,744,906	10,430,534	1,153,735	1,146,235	
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(1,374,382)	(1,374,382)	(6,381,053)	(10,511,698)	(1,309,480)	(1,301,980)	(1,301,980)	(6,553,196)	(10,466,637)	(1,233,543)	(1,226,043)	(1,226,043)	(6,744,906)	(10,430,534)	(1,153,735)	(1,146,235)	
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(105,128,632)	(106,503,014)	(112,884,067)	(112,884,067)	(114,193,547)	(115,495,528)	(116,797,508)	(123,350,704)	(123,350,704)	(124,584,246)	(125,810,289)	(127,036,332)	(133,781,238)	(133,781,238)	(134,934,973)	(136,081,208)	

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811

	Total	Calendar 1Q 28	Calendar 2Q 28	Total	Calendar 3Q 28	Calendar 4Q 28	Calendar 1Q 29	Calendar 2Q 29	Total	Calendar 3Q 29	Calendar 4Q 29	Calendar 1Q 30	Calendar 2Q 30	Total	Calendar 3Q 30	Calendar 4Q 30	Calendar 1Q 31
		City Fiscal Year '28			City Fiscal Year '29					City Fiscal Year '30					City Fiscal Year '31		
QUARTERLY NET CASH FLOW (before bond repayment)	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	3Q 28	4Q 28	2,028	1Q 29	2Q 29	3Q 29	4Q 29	2,029	1Q 30	2Q 30	3Q 30	4Q 30	2,030	1Q 31	2Q 31	3Q 31
PHASE 1 BOND ($29,800,000)																					
Sinking Fund Call				29,800,000	32,000,000		1,435,000	1,435,000				1,505,000	1,505,000				1,585,000	1,585,000			
Remaining Principal						13,625,000	12,190,000		12,190,000	12,190,000	12,190,000	10,685,000		10,685,000	10,685,000	10,685,000	9,100,000		9,100,000	9,100,000	9,100,000
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	170,313	152,375	663,313	152,375	152,375	152,375	133,563	590,688	133,563	133,563	133,563	113,750	514,438	113,750	113,750	113,750
LOC Draw Fee	$250 paid with each interest payment				88,750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance				273,569			–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	6,401	5,727	24,930	5,727	5,727	5,727	5,020	22,200	5,020	5,020	5,020	4,275	19,335	4,275	4,275	4,275
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	2,384	2,133	9,286	2,133	2,133	2,133	1,870	8,270	1,870	1,870	1,870	1,593	7,202	1,593	1,593	1,593
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	179,848	1,595,985	2,138,029	163,485	160,985	160,985	1,646,202	2,131,657	143,702	141,202	141,202	1,705,368	2,131,474	122,868	120,368	120,368
PHASE 2 BOND ($22,124,290)																					
Sinking Fund Call				22,124,290	23,757,627		965,154	965,154				1,013,411	1,013,411				1,065,381	1,065,381			
Remaining Principal						12,094,117	11,128,963		11,128,963	11,128,963	11,128,963	10,115,552		10,115,552	10,115,552	10,115,552	9,050,171		9,050,171	9,050,171	9,050,171
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	232,812	214,233	912,668	214,233	214,233	214,233	194,724	837,422	194,724	194,724	194,724	174,216	758,389	174,216	174,216	174,216
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			221,243			–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	5,682	5,228	22,274	5,228	5,228	5,228	4,752	20,437	4,752	4,752	4,752	4,252	18,509	4,252	4,252	4,252
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	2,116	1,948	8,297	1,948	1,948	1,948	1,770	7,613	1,770	1,770	1,770	1,584	6,894	1,584	1,584	1,584
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	241,360	1,187,312	1,913,892	224,658	222,158	222,158	1,215,408	1,884,384	204,497	201,997	201,997	1,246,182	1,854,673	183,301	180,801	180,801
PHASE 3 BOND ($87,759,347)																					
Sinking Fund Call				87,759,347	94,238,225		3,475,035	3,475,035				3,651,731	3,651,731				3,828,428	3,828,428			
Remaining Principal						55,099,912	51,624,878		51,624,878	51,624,878	51,624,878	47,973,146		47,973,146	47,973,146	47,973,146	44,144,719		44,144,719	44,144,719	44,144,719
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	688,749	645,311	2,711,558	645,311	645,311	645,311	599,664	2,535,597	599,664	599,664	599,664	551,809	2,350,802	551,809	551,809	551,809
LOC Draw Fee	$250 paid with each interest payment				89,250	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			877,593			–					–					–			
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	25,886	24,253	101,911	24,253	24,253	24,253	22,538	95,298	22,538	22,538	22,538	20,739	88,352	20,739	20,739	20,739
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	9,642	9,034	37,962	9,034	9,034	9,034	8,395	35,498	8,395	8,395	8,395	7,725	32,911	7,725	7,725	7,725
Trustee Fee	$2500 every September				75,000			2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	725,027	4,154,383	6,331,965	681,849	679,349	679,349	4,283,079	6,323,624	633,847	631,347	631,347	4,409,451	6,305,993	583,523	581,023	581,023
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	1,146,235	6,937,680	10,383,886	1,069,992	1,062,492	1,062,492	7,144,689	10,339,665	982,046	974,546	974,546	7,361,001	10,292,141	889,692	882,192	882,192
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(1,146,235)	(6,937,680)	(10,383,886)	(1,069,992)	(1,062,492)	(1,062,492)	(7,144,689)	(10,339,665)	(982,046)	(974,546)	(974,546)	(7,361,001)	(10,292,141)	(889,692)	(882,192)	(882,192)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(137,227,443)	(144,165,123)	(144,165,123)	(145,235,116)	(146,297,608)	(147,360,100)	(154,504,789)	(154,504,789)	(155,486,835)	(156,461,382)	(157,435,928)	(164,796,929)	(164,796,929)	(165,686,622)	(166,568,814)	(167,451,007)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

					Calendar		Calendar		Calendar		Calendar		Calendar		Calendar		Calendar		Calendar	
					2Q 31		3Q 31	4Q 31	1Q 32	2Q 32		3Q 32	4Q 32		1Q 33	2Q 33		3Q 33	4Q 33	1Q 34	2Q 34
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	4Q 31	Total	1Q 32	2Q 32	3Q 32	4Q 32	Total	1Q 33	2Q 33	3Q 33	4Q 33	Total	1Q 34	2Q 34	3Q 34	4Q 34
PHASE 1 BOND ($29,800,000)																					
Sinking Fund Call				29,800,000	32,000,000	1,660,000	1,660,000				1,745,000	1,745,000				1,830,000	1,830,000				1,925,000
Remaining Principal						7,440,000		7,440,000	7,440,000	7,440,000	5,695,000		5,695,000	5,695,000	5,695,000	3,865,000		3,865,000	3,865,000	3,865,000	1,940,000
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	93,000	434,250	93,000	93,000	93,000	71,188	350,188	71,188	71,188	71,188	48,313	261,875	48,313	48,313	48,313	24,250
LOC Draw Fee	$250 paid with each interest payment				88,750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance				273,569		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	3,495	16,321	3,495	3,495	3,495	2,676	13,161	2,676	2,676	2,676	1,816	9,842	1,816	1,816	1,816	911
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	1,302	6,080	1,302	1,302	1,302	997	4,903	997	997	997	676	3,666	676	676	676	340
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	1,758,547	2,122,150	101,047	98,547	98,547	1,820,610	2,118,752	78,110	75,610	75,610	1,881,555	2,110,884	54,055	51,555	51,555	1,951,251
PHASE 2 BOND ($22,124,290)																					
Sinking Fund Call				22,124,290	23,757,627	1,117,351	1,117,351				1,176,745	1,176,745				1,232,427	1,232,427				1,295,533
Remaining Principal						7,932,820		7,932,820	7,932,820	7,932,820	6,756,075		6,756,075	6,756,075	6,756,075	5,523,648		5,523,648	5,523,648	5,523,648	4,228,115
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	152,707	675,354	152,707	152,707	152,707	130,054	588,175	130,054	130,054	130,054	106,330	496,494	106,330	106,330	106,330	81,391
LOC Draw Fee	$250 paid with each interest payment				89,251	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			221,243		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	3,727	16,482	3,727	3,727	3,727	3,174	14,354	3,174	3,174	3,174	2,595	12,117	2,595	2,595	2,595	1,986
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	1,388	6,140	1,388	1,388	1,388	1,182	5,347	1,182	1,182	1,182	967	4,514	967	967	967	740
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	1,275,923	1,820,827	161,072	158,572	158,572	1,311,906	1,790,121	137,661	135,161	135,161	1,343,069	1,751,051	113,142	110,642	110,642	1,380,401
PHASE 3 BOND ($87,759,347)																					
Sinking Fund Call				87,759,347	94,238,225	4,019,849	4,019,849				4,225,995	4,225,995				4,432,142	4,432,142				4,667,737
Remaining Principal						40,124,869		40,124,869	40,124,869	40,124,869	35,898,874		35,898,874	35,898,874	35,898,874	31,466,732		31,466,732	31,466,732	31,466,732	26,798,995
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	501,561	2,156,988	501,561	501,561	501,561	448,736	1,953,419	448,736	448,736	448,736	393,334	1,739,542	393,334	393,334	393,334	334,987
LOC Draw Fee	$250 paid with each interest payment				89,250	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750
COI Fee	Paid at Bond Issuance	1.0000%			877,593		–					–					–				
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	18,851	81,068	18,851	18,851	18,851	16,865	73,417	16,865	16,865	16,865	14,783	65,379	14,783	14,783	14,783	12,590
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	7,022	30,198	7,022	7,022	7,022	6,282	27,348	6,282	6,282	6,282	5,507	24,354	5,507	5,507	5,507	4,690
Trustee Fee	$2500 every September				75,000		2,500	2,500				2,500	2,500				2,500	2,500			
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	4,548,033	6,293,603	530,683	528,183	528,183	4,698,629	6,285,679	475,133	472,633	472,633	4,846,515	6,266,916	416,874	414,374	414,374	5,020,754
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	7,582,503	10,236,580	792,802	785,302	785,302	7,831,144	10,194,552	690,904	683,404	683,404	8,071,139	10,128,850	584,070	576,570	576,570	8,352,406
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(7,582,503)	(10,236,580)	(792,802)	(785,302)	(785,302)	(7,831,144)	(10,194,552)	(690,904)	(683,404)	(683,404)	(8,071,139)	(10,128,850)	(584,070)	(576,570)	(576,570)	(8,352,406)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(175,033,509)	(175,033,509)	(175,826,312)	(176,611,614)	(177,396,917)	(185,228,061)	(185,228,061)	(185,918,965)	(186,602,369)	(187,285,773)	(195,356,911)	(195,356,911)	(195,940,982)	(196,517,552)	(197,094,122)	(205,446,528)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase 1 Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase 1 bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

					Calendar		Calendar			Calendar		Calendar			Calendar			Calendar	
					3Q 34	4Q 34	1Q 35	2Q 35		3Q 35	4Q 35	1Q 36	2Q 36		3Q 36	4Q 36		1Q 37	2Q 37	
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	Total	City Fiscal Year '35		Total	City Fiscal Year '36				Total	City Fiscal Year '37				Total
					Total	2,034	1Q 35	2Q 35	3Q 35	4Q 35	2,035	1Q 36	2Q 36	3Q 36	4Q 36	2,036	1Q 37	2Q 37	3Q 37	4Q 37	2,037
PHASE 1 BOND ($29,800,000)																				
Sinking Fund Call				29,800,000	32,000,000	1,925,000				2,020,000	2,020,000				2,120,000	2,120,000				–
Remaining Principal							1,940,000	1,940,000	1,940,000	(80,000)		(80,000)	(80,000)	(80,000)	(2,200,000)		(2,200,000)	(2,200,000)	(2,200,000)	(2,200,000)	
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	169,188	24,250	24,250	24,250	(1,000)	71,750	(1,000)	(1,000)	(1,000)	(27,500)	(30,500)	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)
LOC Draw Fee	$250 paid with each interest payment				88,750	3,000	750	750	750	750	3,000	750	750	750	–	2,250					–
COI Fee	Paid at Bond Issuance				273,569	–				–	–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760	6,359	911	911	911	(38)	2,697	(38)	(38)	(38)	(1,034)	(1,146)					–
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006	2,369	340	340	340	(14)	1,005	(14)	(14)	(14)	(385)	(427)					–
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500					–
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	2,108,415	28,751	26,251	26,251	2,019,698	2,100,951	2,198	(302)	(302)	2,091,081	2,092,677	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)
PHASE 2 BOND ($22,124,290)																				
Sinking Fund Call				22,124,290	23,757,627	1,295,533				1,358,639	1,358,639				1,429,170	1,429,170				1,499,700	1,499,700
Remaining Principal							4,228,115	4,228,115	4,228,115	2,869,476		2,869,476	2,869,476	2,869,476	1,440,306		1,440,306	1,440,306	1,440,306	(59,394)	
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	400,382	81,391	81,391	81,391	55,237	299,411	55,237	55,237	55,237	27,726	193,438	27,726	27,726	27,726	(1,143)	82,034
LOC Draw Fee	$250 paid with each interest payment				89,251	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000
COI Fee	Paid at Bond Issuance	1.0000%			221,243	–				–	–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	9,771	1,986	1,986	1,986	1,348	7,307	1,348	1,348	1,348	677	4,721	677	677	677	(28)	2,002
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	3,640	740	740	740	502	2,722	502	502	502	252	1,759	252	252	252	(10)	746
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	1,714,826	87,367	84,867	84,867	1,416,477	1,673,579	60,338	57,838	57,838	1,458,574	1,634,587	31,905	29,405	29,405	1,499,269	1,589,982
PHASE 3 BOND ($87,759,347)																				
Sinking Fund Call				87,759,347	94,238,225	4,667,737				4,888,608	4,888,608				5,138,928	5,138,928				5,389,248	5,389,248
Remaining Principal							26,798,995	26,798,995	26,798,995	21,910,387		21,910,387	21,910,387	21,910,387	16,771,459		16,771,459	16,771,459	16,771,459	11,382,211	
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	1,514,990	334,987	334,987	334,987	273,880	1,278,842	273,880	273,880	273,880	209,643	1,031,283	209,643	209,643	209,643	142,278	771,207
LOC Draw Fee	$250 paid with each interest payment				89,250	3,000	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	750	3,000
COI Fee	Paid at Bond Issuance	1.0000%			877,593	–				–	–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	56,939	12,590	12,590	12,590	10,293	48,064	10,293	10,293	10,293	7,879	38,760	7,879	7,879	7,879	5,347	28,985
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	21,210	4,690	4,690	4,690	3,834	17,904	3,834	3,834	3,834	2,935	14,438	2,935	2,935	2,935	1,992	10,797
Trustee Fee	$2500 every September				75,000	2,500	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	6,266,376	355,517	353,017	353,017	5,177,366	6,238,918	291,258	288,758	288,758	5,360,136	6,228,909	223,707	221,207	221,207	5,539,615	6,205,738
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	10,089,617	471,636	464,136	464,136	8,613,541	10,013,448	353,794	346,294	346,294	8,909,791	9,956,173	228,112	223,112	223,112	7,011,384	7,685,720
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(10,089,617)	(471,636)	(464,136)	(464,136)	(8,613,541)	(10,013,448)	(353,794)	(346,294)	(346,294)	(8,909,791)	(9,956,173)	(228,112)	(223,112)	(223,112)	(7,011,384)	(7,685,720)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(205,446,528)	(205,918,164)	(206,382,300)	(206,846,436)	(215,459,977)	(215,459,977)	(215,813,770)	(216,160,064)	(216,506,358)	(225,416,149)	(225,416,149)	(225,644,261)	(225,867,373)	(226,090,485)	(233,101,869)	(233,101,869)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase I Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase I bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Symphony Park

Projected Cash Flow

6/8/2009

REVENUE	Est. Date of Sale (Calendar Year)	Est. Date of Sale (Fiscal Year)	Gross Area (SF)	Sales Price / SF	Total Estimated Sales Price	Total
Parcel						
A1	Closed		90,795	-	-	-
A2	July 11 - Sep 11	1Q 12	99,618	-	-	-
B	Jan 11 - Mar 11	3Q 11	224,334	90	20,190,060	20,190,060
C	Jan 14 - Mar 14	3Q 13	142,877	38.00	5,429,326	5,429,326
D	Jan 17 - Mar 17	3Q 17	79,953	57.30	4,581,307	4,581,307
E	Jul 14 - Dec 14	1Q 14	254,390	90	22,895,100	22,895,100
F	Jul 11 - Sep 11	1Q 12	94,090	32.00	3,010,880	3,010,880
G	Jul 11 - Sep 11	1Q 12	134,541	72	9,686,952	9,686,952
H/I	Apr 09 - Jun 09	4Q 09	221,159	-	-	-
J	Jul 11 - Sep 11	1Q 11	97,038	90	-	-
K	Apr 12 - Jun12	4Q 12	112,983	90	10,168,470	10,168,470
L	Jan 12 - Mar 12	3Q 12	139,834	90	12,585,060	12,585,060
M 1	Jan 11 - Mar 11	3Q 11	9,480	-		-
M 2	Jan 11 - Mar 11	3Q 11	15,863	-		-
M 3	Jan 11 - Mar 11	3Q 11	68,647	-		-
M 4	Jan 13 - Mar 13	3Q 13	50,775	-		-
N	Jan 19 - Mar 19	3Q 19	97,139	93.80	9,111,638	9,111,638
O 1	Jan 19 - Mar 19	3Q 19	85,525	64.40	5,507,810	5,507,810
O 2	Jan 13 - Mar 13	3Q 13	46,906	90	4,221,540	4,221,540
P/Q	Jan 13 - Mar 13	3Q 13	284,481	Swap Difference	7,080,747	7,080,747
TOTAL 3rd PARTY PARCEL REVENUE					114,468,890	114,468,890

CASH COSTS	Notes				Total Amount	Total
Phase 1						
Cash Costs					4,058,858	4,058,858
Phase 2	Assumes Box Culvert using bond funds					
Cash Costs	Includes SPMA Costs				15,875,141	15,875,141
Phase 3						
Cash Costs					15,635,044	15,635,044
Legal, Ops & Maint, Marketing	Informational only--Alt. fund source					
Cost	Total does not affect net or cumulative rows below				2,359,131	2,359,131
Offset (to zero in cash flow)	Total does not affect net or cumulative rows below				(2,359,131)	(2,359,131)
SUBTOTAL CASH COSTS					35,569,043	35,569,043
PARCEL REMEDIATION (4)			Est. Calendar Yr.	Est FY		
Parcel A1	Phase I		Closed	$0	549,000	549,000
Parcel A2	Phase III		July 11 - Sep 11	1Q 12	1,195,416	1,195,416
Parcel B	Phase III		Jan 11 - Mar 11	3Q 11	2,692,008	2,692,008
Parcel C	Phase III		Jan 14 - Mar 14	3Q 13	5,196,549	5,196,549
Parcel D	Phase III		Jan 17 - Mar 17	3Q 17	186,296	186,296
Parcel E	Phase III		Jul 14 - Dec 14	1Q 14	3,052,680	3,052,680
Parcel F	Phase III		Jul 11 - Sep 11	1Q 12	999,979	999,979
Parcels G	Phase III		Jul 11 - Sep 11	1Q 12	1,614,492	-
Parcel H/I	BOND COST PHASE I		Apr 09 - Jun 09	4Q 09		-
Parcel J	Phase III		Jul 11 - Sep 11	1Q 11	1,164,456	1,164,456
Parcel K	Phase III		Apr 12 - Jun12	4Q 12	1,355,796	1,355,796
Parcel L	Phase III		Jan 12 - Mar 12	3Q 12	1,678,008	1,678,008
Parcel M 1	Shown above in Phase II costs		Jan 11 - Mar 11	3Q 11	1,025,924	1,025,924
Parcel M 2	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 3	Included in M 1 above		Jan 11 - Mar 11	3Q 11		-
Parcel M 4	Phase III		Jan 13 - Mar 13	3Q 13	609,300	609,300
Parcel N	Phase III		Jan 19 - Mar 19	3Q 19	2,035,975	2,035,975
Parcel O 1	Phase III		Jan 19 - Mar 19	3Q 19	493,598	493,598
Parcel O 2	Phase III		Jan 13 - Mar 13	3Q 13	562,872	562,872
Parcel P/Q	Per OBD...Paid by Developer		Jan 13 - Mar 13	3Q 13		-
SUBTOTAL PARCEL REMEDIATION					24,412,349	22,797,857
PROJECT MANAGEMENT & PAYROLL						
Estimate Costs 11/1/08 Through 6/30/09					884,971	884,971
Estimated Costs Moving Forward					1,646,000	1,646,000
PM Fee					-	-
4% Parcel Sales Fee					4,799,916	4,799,916
SUBTOTAL PROJECTED PROJECT MGT					7,330,887	7,330,887
TOTAL CASH COSTS					72,161,079	72,161,079

QUARTERLY NET CASH FLOW		42,307,811	42,307,811
CUMULATIVE CASH FLOW		50,307,811	50,307,811

Symphony Park
Projected Bond Flow
6/8/2009

QUARTERLY NET CASH FLOW (before bond repayment)			42,307,811	42,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CUMULATIVE CASH FLOW (before bond repayment)			50,307,811	50,307,811	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–

					Calendar		Calendar			Calendar			Calendar			Calendar			Calendar		
					3Q 37	4Q 37	1Q 38	2Q 38		3Q 38	4Q 38		1Q 39	2Q 39		3Q 39	4Q 39		1Q 40	2Q 40	
					City Fiscal Year '38				Total	City Fiscal Year '39					Total	City Fiscal Year '40					Total
BOND REPAYMENT	Notes	Yearly Rate	Quarterly Rate	Total Amount	Total	1Q 38	2Q 38	3Q 38	4Q 38	2,038	1Q 39	2Q 39	3Q 39	4Q 39	2,039	1Q 40	2Q 40	3Q 40	4Q 40	2,040
PHASE 1 BOND ($29,800,000)																				
Sinking Fund Call				29,800,000	32,000,000				–						–					–
Remaining Principal						(2,200,000)	(2,200,000)	(2,200,000)	(2,200,000)		(2,200,000)	(2,200,000)	(2,200,000)	(2,200,000)		(2,200,000)	(2,200,000)	(2,200,000)	(2,200,000)	
Interest	5% interest per year paid monthly	5.0000%	1.2500%		27,445,997	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)
LOC Draw Fee	$250 paid with each interest payment				88,750					–					–					–
COI Fee	Paid at Bond Issuance				273,569					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		1,066,760					–					–					–
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		398,006					–					–					–
Trustee Fee	$2500 every September				75,000					–					–					–
TOTAL PHASE 1 PAYMENTS				61,348,082	61,348,082	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)	(27,500)	(27,500)	(27,500)	(27,500)	(110,000)
PHASE 2 BOND ($22,124,290)																				
Sinking Fund Call				22,124,290	23,757,627				1,573,943	1,573,943					–					–
Remaining Principal						(59,394)	(59,394)	(59,394)	(1,633,337)		(1,633,337)	(1,633,337)	(1,633,337)	(1,633,337)		(1,633,337)	(1,633,337)	(1,633,337)	(1,633,337)	
Interest	5% per year paid monthly	7.7000%	1.9250%		32,673,964	(1,143)	(1,143)	(1,143)	(31,442)	(34,872)					–					–
LOC Draw Fee	$250 paid with each interest payment				89,251	750	750	750	-	2,250					–					–
COI Fee	Paid at Bond Issuance	1.0000%			221,243					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		797,412	(28)	(28)	(28)	(767)	(851)					–					–
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		297,036	(10)	(10)	(10)	(286)	(317)					–					–
Trustee Fee	$2500 every September				75,000	2,500				2,500					–					–
TOTAL PHASE 2 PAYMENTS				57,911,533	57,911,533	2,068	(432)	(432)	1,541,448	1,542,653	–	–	–	–	–	–	–	–	–	–
PHASE 3 BOND ($7,759,347)																				
Sinking Fund Call				87,759,347	94,238,225				5,669,018	5,669,018				5,948,788	5,948,788				6,243,282	6,243,282
Remaining Principal						11,382,211	11,382,211	11,382,211	5,713,192		5,713,192	5,713,192	5,713,192	(235,596)		(235,596)	(235,596)	(235,596)	(6,478,878)	
Interest	5% per year paid monthly	5.0000%	1.2500%		84,159,889	142,278	142,278	142,278	71,415	498,248	71,415	71,415	71,415	(2,945)	211,300	(2,945)	(2,945)	(2,945)	(80,986)	(89,821)
LOC Draw Fee	$250 paid with each interest payment				89,250	750	750	750	750	3,000	750	750	750	750	3,000	750	750	750	-	2,250
COI Fee	Paid at Bond Issuance	1.0000%			877,593					–					–					–
LOC Fee	.175% per year paid quarterly	0.1879%	0.0470%		3,163,056	5,347	5,347	5,347	2,684	18,726	2,684	2,684	2,684	(111)	7,941	(111)	(111)	(111)	(3,044)	(3,376)
Remarket Fee	.07% per year paid quarterly	0.0700%	0.0175%		1,178,238	1,992	1,992	1,992	1,000	6,975	1,000	1,000	1,000	(41)	2,958	(41)	(41)	(41)	(1,134)	(1,257)
Trustee Fee	$2500 every September				75,000	2,500				2,500	2,500				2,500	2,500				2,500
TOTAL PHASE 3 PAYMENTS				183,781,252	183,781,252	152,867	150,367	150,367	5,744,867	6,198,468	78,349	75,849	75,849	5,946,441	6,176,487	153	(2,347)	(2,347)	6,158,119	6,153,578
SUBTOTAL BOND REPAYMENT				303,040,867	303,040,867	127,435	122,435	122,435	7,258,815	7,631,121	50,849	48,349	48,349	5,918,941	6,066,487	(27,347)	(29,847)	(29,847)	6,130,619	6,043,578
QUARTERLY NET CASH FLOW (after bond repayment)				(260,733,056)	(260,733,056)	(127,435)	(122,435)	(122,435)	(7,258,815)	(7,631,121)	(50,849)	(48,349)	(48,349)	(5,918,941)	(6,066,487)	27,347	29,847	29,847	(6,130,619)	(6,043,578)
CUMULATIVE CASH FLOW (after bond repayment)				(252,843,056)	(252,843,056)	(233,229,305)	(233,351,740)	(233,474,175)	(240,732,990)	(240,732,990)	(240,783,839)	(240,832,187)	(240,880,536)	(246,799,477)	(246,799,477)	(246,772,130)	(246,742,284)	(246,712,437)	(252,843,056)	(252,843,056)

Land purchase contribution of $33,000,000 and City Parkway V loans of $11,264,043 are not considered in this cash flow.
All payments for Phase I Bond through fiscal 4Q 07 are actuals. Payments after this date are estimates.
TIF revenues not included in cash flows
Phase I bond of 32 million should be modified to 26.9 million to account for 5.1 million transferred to City Hall project
PHASE III Removed RTC site from bond as paid from Nickel Tax. Added additional costs for bridges over UPRR.
Infrastructure Remediation is a bond cost

Newland COMMUNITIES
AT THE HEART OF GREAT LIVING

2300 West Sahara Ave,
Suite 750
Las Vegas, NV 89102
Tel. 702.220.8090

MEMORANDUM

☐ Urgent ☑ For Review ☐ Please Comment ☑ Please Reply ☐ Please Recycle

TO: RYAN HADEN, CITY OF LAS VEGAS

FILE: 20090603_PHASE II BUDGET EXPLANATION FOR REVISED NEWLAND MANAGED COSTS

FROM: SAM GLADSTEIN, NEWLAND COMMUNITIES

SUBJECT: UNION PARK PHASE II BUDGET EXPLANATIONS FOR NEWLAND MANAGED BUDGETS

DATE: 6/3/2009

CC: SCOTT CARTER, CITY OF LAS VEGAS

Ryan,

Per staff direction at a joint City/Newland coordination meeting on May 4, 2009, we have revised the Phase II Newland managed budgets to reflect a revision based upon "minimal requirements for PAC opening."

We offer the following narrative for your reference:

1. Design Management Consulting

   $ 160,000

   The purpose of this cost is to engage consultants for new design work and/or redesign work at Union Park to do with the Master Plan. This is intended to cover companies such as Kubat Consulting, Design Workshop, etc.

2. Engineering Design

$ 650,000

$	90,000	Committed Costs
$	300,000	Design of M1, M2
$	260,000	Fiber Optic Network for Power & Water, etc.

This cost is based upon already committed costs from an earlier approval of this budget, design fees for M1 and M2 Symphony Park, and consultancy costs for designing an integrated community wide fiber optically controlled automation system for common area improvements.

3. Landscape and Streetscape Design

$ 100,000

This cost is for our LEED ND consultant, Landscape Design modifications to the Master Plan, and for 3rd party peer review of plans submitted to the UPDRC

4. Development Manager Reimbursement

$ 2,640,200

This includes actual costs accrued by New land Communities from November 2008 through May 2009 in the amount of $555,770.75 plus estimated costs from June 2009 through December 2010 (termination date of Development Manager contract) of $2,084,430.

GRAND TOTAL: $ 3,550,200

June 4, 2009

BUDGET DESCRIPTION	FISCAL 2009 BUDGET	FISCAL 2010 BUDGET	NOTES
LEGAL			
Legal	50,000	50,000	
TOTAL OTHER COSTS	50,000	50,000	
MARKETING			
Signage	107,175	83,550	
Retainer/Program Management	78,000	78,000	
Media Placement	235,000	123,020	
Print/Production	187,325	73,100	
Website Maintenance and Updating	6,000	14,000	
Video	30,000	28,800	
Public Relations	46,800	18,000	
Special Events, Sponsorships, and Conferences	126,200	10,000	
Trademark Fees	0	8,000	
Symphony Park Brand Development	0	57,200	
Contingency	10,000	25,000	
TOTAL MARKETING	826,500	518,670	Please note that 2009 numbers do not reflect the carry forward amounts for video and rebranding.
PROJECT MANAGEMENT			
Newland Salaries	1,260,000	975,000	Reduced staffing efforts in FY2009
Interest Carry on Newland Carry	175,000	70,000	Zeroed out as of October 31, 2008…City reimbursement…City changed over to monthly reimbursement (no interest anticipated)
Interest Carry on Design & Engineering	45,000	30,000	Non-carry items…generally paid on time by City…(no interest anticipated)
Relations & Welfare - Employee	1,200	0	
Prof. Fees, Dues, & Meetings	0	15,000	Office memberships to ULI, NAIOP, Etc.
Recruting	15,000	0	Newland is not anticipating a ramp-up in FY2010
Rent - Office	148,000	106,000	7th floor only...4th floor lease terminated as of 1/1/2009…includes 3% increase, escalation estimate, additional electric, and parking
FF&E Rental & Lease	10,000	21,000	Used for copy machines - including lease, maintenance, and overage of copies
FF&E Purchase	10,000	5,000	Purchase of furniture, filing cabinets, etc.
Office Supplies	16,000	16,000	Paper, pens, notebooks, binding supplies, cd's, folders, etc.
Kitchen Supplies	3,500	3,500	Coffee, Water, etc.
Telephone - Utilities	12,000	10,000	Office phones & internet service
Cell Phone - Utilities	9,000	4,800	4 phones at 80% of $125/month
Printing	15,000	25,000	This is for printing of boards, RFP's, etc. Not for marketing. We will need new boards for Symphony Park re-naming.
Express Mail & Delivery	6,000	7,000	FedEx, courier service, etc.
Postage	2,500	2,500	regular mail
Periodicals, & Subscriptions	1,000	1,000	Review Journal, Wall Street Journal, Business Press, magazines, etc.
Consulting Fees	25,000	0	
Travel & Lodging - T & E	25,000	25,000	Travel expenses on behalf of CLV
Miscellaneous Expense	15,000	15,000	Contingency
TOTAL BUDGET	1,779,200	1,316,800	
Total Amount of Union Park City Budget	2,655,700	1,885,470	

CITY PARKWAY V, OPERATING BUDGETS
Marketing...Operating Budget 98301
15 Month Projections
6/8/2009

				PROJECTIONS												
		Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
City Fiscal 4Q 2009 and Fiscal 2010		Draw #35	Draw #36	Draw #37	Draw #38	Draw #39	Draw #40	Draw #41	Draw #42	Draw #43	Draw #44	Draw #45	Draw #46	Draw #47	Draw #48	Draw #49
	15-Mo Budget	Actual Draw Expenditures														
Sales & Marketing (rollup)	518,670.00	10,785.80	36,911.85	42,352.54	57,251.09	102,100.00	45,834.00	29,141.00	27,600.00	28,780.00	33,149.90	25,000.00	12,600.00	31,003.82	21,840.00	14,320.00
Signage	83,550.00	-	-	2,061.09	34,151.09	35,000.00	4,034.00	1,830.00	1,500.00	330.00	1,500.00	400.00	1,500.00	403.82	840.00	-
on-site signs-replacement,production and installation	10,000.00			1,233.00	1,233.00	5,000.00	2,534.00									
Fence wrap additions - production and installation	60,000.00			-	30,000.00	30,000.00										
Fence wrap cleaning/tightening/replacement panels	9,000.00			660.00			1,500.00	1,500.00	1,500.00		1,500.00		1,500.00		840.00	-
Flags site installation	2,750.00			-	2,750.00											
Flags replacement	-			-												
Flag changeouts	1,800.00			168.09	168.09			330.00		330.00		400.00		403.82		
Billboards (digital)																
Retainer/Program Management	78,000.00	6,500.00	6,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Advertising agency/Marketing consultant Retainer	-															
Public Relations Retainer (see below)	78,000.00	6,500.00	6,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Media Placement	123,020.00	-	-	-	2,500.00	20,500.00	5,500.00	8,500.00	10,500.00	8,000.00	16,000.00	10,500.00	5,500.00	19,000.00	10,000.00	6,520.00
Local newspaper and business publications	30,000.00			-	2,500.00	2,500.00		2,500.00	5,000.00	2,500.00		2,500.00	2,500.00	5,000.00	2,500.00	2,500.00
Local magazines	12,000.00			-		3,000.00		3,000.00			3,000.00			3,000.00		
Out of market newspaper	-			-												
Web banner ads	-			-												
Search Engine Marketing (SEM)	50,000.00			-		10,000.00	3,000.00	3,000.00	3,000.00	3,000.00	8,000.00	3,000.00	3,000.00	6,000.00	5,000.00	3,000.00
Out of market magazine	-			-												
Non-traditional media/promotions	31,020.00			-		5,000.00	2,500.00		2,500.00	2,500.00	5,000.00	5,000.00		5,000.00	2,500.00	1,020.00
TV	-			-												
Print Production Design	73,100.00	-	948.35	6,801.65	9,500.00	13,500.00	1,500.00	13,200.00	-	13,250.00	9,000.00	3,500.00	600.00	1,300.00	-	-
Marketing Handout (update)design and printing	2,500.00			1,000.00			1,500.00									
Marketing Inserts-design and printing(updated)	1,800.00				500.00			500.00			500.00			300.00		
Other design (ads, etc.)	1,000.00					500.00				500.00						
Printing of Marketing Brochure/Folder	12,500.00					3,000.00		3,000.00		3,000.00		3,500.00		-		-
On-site and off site sign design	-															
Billboard sign - design/photography	-															
Fence wrap additions - design	-															
Flag design	1,300.00							700.00					600.00			
Web banner ads design and lists	-															
Newletter design, printing, postage, mailing lists	13,000.00				4,000.00			4,000.00			4,000.00			1,000.00		
Eblasts design	-															
Logo apparel/giveaways- Design and Production	21,000.00		948.35	801.65	5,000.00	5,000.00				4,750.00	4,500.00					
Photography/Illustration	20,000.00			5,000.00		5,000.00		5,000.00		5,000.00						
Website Development & Updating	14,000.00	-	-	500.00	5,000.00	5,000.00	-	-	2,500.00	-	-	-	-	-	1,000.00	-
Website Development & Maintenance	14,000.00			500.00	5,000.00	5,000.00			2,500.00						1,000.00	
Video	28,800.00	-	-	-	-	14,400.00	14,400.00	-	-	-	-	-	-	-	-	-
Updating	28,800.00				-	14,400.00	14,400.00									
Public Relations	18,000.00	139.10	600.00	600.00	1,100.00	3,700.00	600.00	611.00	600.00	2,200.00	1,649.90	600.00	-	2,800.00	-	2,800.00
Photography	2,500.00					1,500.00					1,000.00					
Graphic Design - Ads, Signage, Collateral	-		-													
Graphic Design - Press Kit Revisions/Updates	5,000.00		600.00	600.00	600.00		600.00		600.00		200.00	600.00		600.00		600.00
Press Kit Printing and CD production/Collateral Printing	1,500.00	55.10			500.00			495.00			449.90					
News Wire Service/Broadcast DVDs	9,000.00	84.00				2,200.00		116.00	-	2,200.00				2,200.00		2,200.00
Newsletter Design & Printing	-															
Event Production	-															
Special Events and Sponsorships	10,000.00	-	-	4,500.00	-	-	500.00	-	2,500.00	-	-	-	-	2,500.00	-	-
Stakeholder Updates	5,000.00								2,500.00					2,500.00		
PAC Groundbreaking and SP Announcement	2,500.00			2,500.00												
Partner event support	-															
New presentation materials	2,500.00			2,000.00	-		500.00									
Press conference	-															
VIP Grand event	-															
Downtown Arts Community	-															
Community Relations/event sponsorships	-															
NAIOP	-															
ULI	-															
UNLVino (event ad)	-															
Miscellaneous Events	-															
Trademark	8,000.00	4,146.70	263.50	3,589.80	-	-	-	-	-	-	-	-	-	-	-	-
Trademark Legal (Part of Mktg budget)	8,000.00	4,146.70	263.50	3,589.80												
Symphony Park Brand Development	57,200.00	-	28,600.00	14,300.00	-	-	14,300.00	-	-	-	-	-	-	-	-	-
Strategic Planning/Consultation	-															
Creative Development	57,200.00		28,600.00	14,300.00			14,300.00									
Contingency	25,000.00	-	-	5,000.00	-	5,000.00	-	-	5,000.00	-	-	5,000.00	-	-	5,000.00	-
Contingency	25,000.00			5,000.00		5,000.00			5,000.00			5,000.00			5,000.00	
TOTAL	518,670.00	10,785.80	36,911.85	42,352.54	57,251.09	102,100.00	45,834.00	29,141.00	27,600.00	28,780.00	33,149.90	25,000.00	12,600.00	31,003.82	21,840.00	14,320.00

PHASED DEVELOPMENT & PROJECT SCHEDULE

Phased Development and Project Schedule

INFRASTRUCTURE

Phase I

At the time of the writing of this business plan, the first phase of infrastructure at Symphony Park has been completed.

Phase II

Phase II infrastructure is currently in its final planning stage and is being prepared for a Notice to Bid. Estimated Notice to Proceed for Phase II is dependent upon the city's ability to secure financing.

Phase III

Phase III infrastructure is anticipated to take place by FY 2011.

THIRD-PARTY DEVELOPMENT

Due to the current economic climate in the United States and Las Vegas, it is difficult to determine exact schedules for third-party development. At the time of the writing of this business plan, the debt markets are in such a state of uncertainty that it would be difficult to make accurate timing determinations. For purposes of this section, many of the dates provided in the attached Symphony Park Schedule are based off of commitments noted in Development Agreements. It is anticipated that many of these dates will require modification. Each segment of the market will correct at different times and careful monitoring of each segment will be required.

Even under such difficult times, Symphony Park will still continue to make forward progress. With projects such as the Cleveland Clinic Lou Ruvo Center for Brain Health and The Smith Center for the Performing Arts, public money, donations, and endowments will stimulate growth in the southern half of the site. In addition, the medical field is one segment of the market that appears to be financeable. Based upon such, concentrating on commitments within the medical district will be of paramount importance and the primary short-term goal. Other scheduling goals in FY2010 are to make certain that current third-party developers and any new developers are committed to the project for the long-term and that individual projects get "out-of-the-ground" as soon as possible.

SYMPHONY PARK (THE PARK)

The design of the park, also called Symphony Park, began in 2008 with a design competition whereby Design Workshop was awarded the contract as landscape architect for the project. For more information regarding the park and the design competition, please refer to The Park Section 9 of this Business Plan.

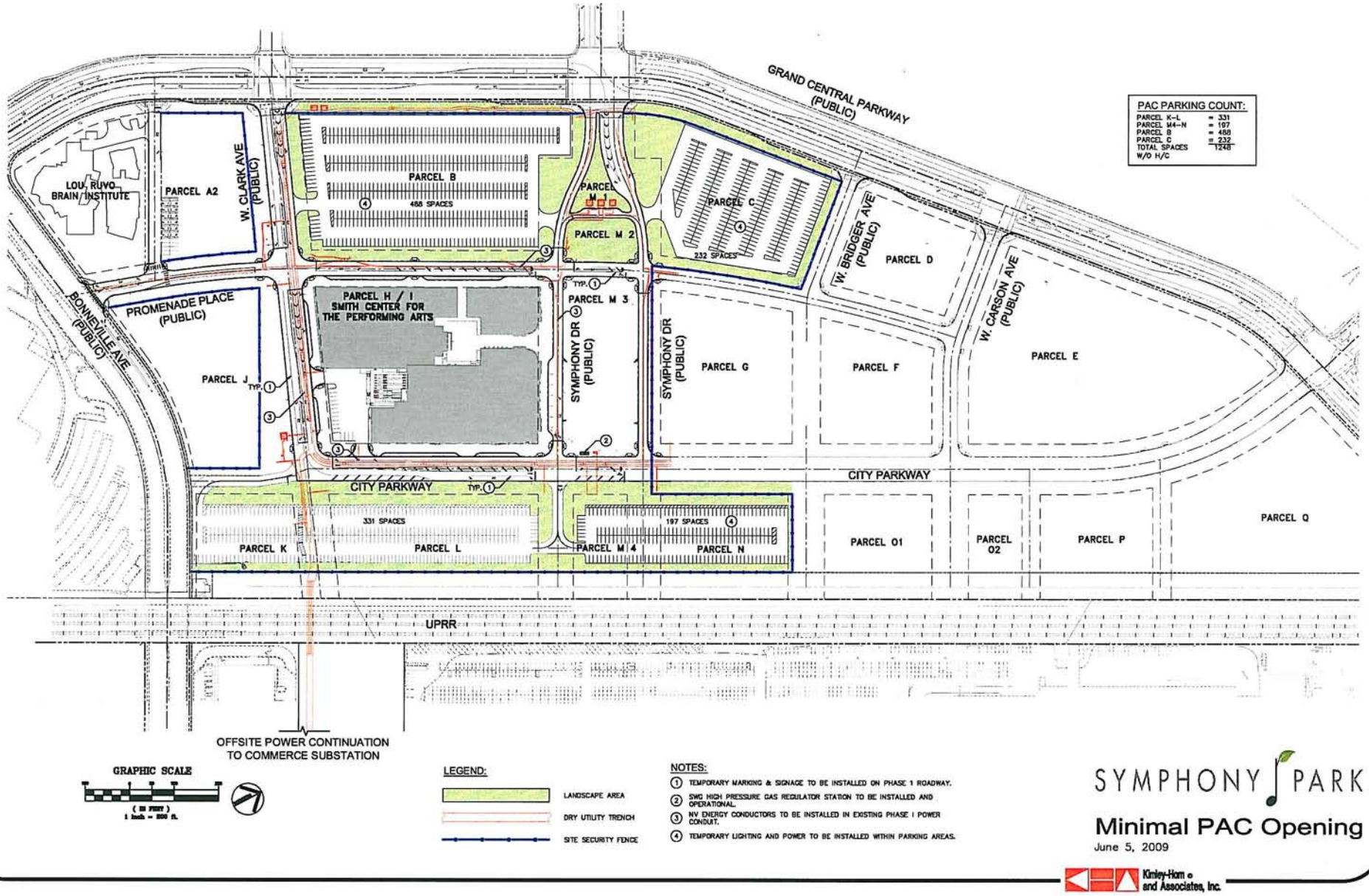
The schedule for the remainder of the design and the ultimate construction of Symphony Park is dependent upon the securing of funding. On January 30, 2009, the Donald W. Reynolds Foundation met and decided to issue a grant to The Smith Center for the Performing Arts for the design and construction of the Parcel M3 portion of the park.

Symphony Park
Infrastructure and Development Schedule
June 3, 2009

ID	Task Name	Duration	Start	Finish
1	**Phase 1 Infrastructure**	**265 days**	**Wed 1/30/08**	**Tue 2/3/09**
2				
3	**Phase 2 Infrastructure (Minimal for PAC Opening)**	**718 days?**	**Wed 7/1/09**	**Fri 3/30/12**
4	PAC Remediation	132 days	Wed 7/1/09	Thu 12/31/09
5	Remediation M1, M2, M3, A2, J	196 days	Fri 4/1/11	Fri 12/30/11
6	Dry Utillitites	195 days	Fri 10/1/10	Thu 6/30/11
7	PAC Paving	65 days	Mon 10/3/11	Fri 12/30/11
8	Landscaping around PAC Parking	65 days	Mon 1/2/12	Fri 3/30/12
9	Temp Striping, Lighting, signage, mobilization	65 days	Mon 1/2/12	Fri 3/30/12
10	Project Manager Managed Items	387 days?	Wed 7/1/09	Thu 12/23/10
11	Site Security & Fencing	66 days?	Wed 7/1/09	Wed 9/30/09
12	Construction of M1, M2, M3	196 days?	Fri 4/1/11	Fri 12/30/11
13				
14	**Phase 2 Infrastructure (Roadways & Infrastructure)**	**228 days**	**Thu 7/30/09**	**Mon 6/14/10**
15	Mylar	1 day	Thu 7/30/09	Thu 7/30/09
16	Bidding process	60 days	Fri 7/31/09	Thu 10/22/09
17	Award Contract	1 day	Fri 10/23/09	Fri 10/23/09
18	Pre Construction Meeting	7 days	Mon 10/26/09	Tue 11/3/09
19	Notice To Proceed	7 days	Wed 11/4/09	Thu 11/12/09
20	Phase 2 Construction	152 days	Fri 11/13/09	Mon 6/14/10
21				
22	**Phase 3 Infrastructure**	**753 days**	**Wed 2/1/12**	**Fri 12/19/14**
23	Mylar	1 day	Fri 1/31/14	Fri 1/31/14
24	Bidding process	65 days	Wed 2/1/12	Tue 5/1/12
25	Award Contract	1 day	Wed 5/2/12	Wed 5/2/12
26	Pre Construction Meeting	9 days	Mon 7/14/14	Thu 7/24/14
27	Notice To Proceed	7 days	Fri 7/25/14	Mon 8/4/14
28	Phase 3 Construction	99 days	Tue 8/5/14	Fri 12/19/14
29				
30	**Third Party Develoment**	**3628 days**	**Wed 2/7/07**	**Fri 1/1/21**
31	Parcel A1	768 days	Wed 2/7/07	Fri 1/15/10
32	Parcel A2	523 days	Mon 9/12/11	Wed 9/11/13
33	Parcel B	522 days	Fri 3/11/11	Mon 3/11/13
34	Parcel C (Newland Communities)	523 days	Wed 1/15/14	Fri 1/15/16
35	Parcel D (Newland Communities)	523 days	Wed 1/18/17	Fri 1/18/19

Symphony Park
Infrastructure and Development Schedule
June 3, 2009

ID	Task Name	Duration	Start	Finish
36	Parcel E (World Jewelry Center)	522 days	Fri 7/5/13	Mon 7/6/15
37	Parcel F (Newland Communities)	524 days	Mon 8/1/11	Thu 8/1/13
38	Parcel G (Charlie Palmer)	524 days	Mon 8/1/11	Thu 8/1/13
39	Parcel H/I (Performing Arts Center)	732 days	Wed 5/27/09	Thu 3/15/12
40	Parcel J	524 days	Tue 3/15/11	Fri 3/15/13
41	Parcel K	262 days	Wed 4/4/12	Thu 4/4/13
42	Parcel L	263 days	Tue 1/3/12	Thu 1/3/13
43	Parcel N	522 days	Thu 1/3/19	Fri 1/1/21
44	Parcel O1	522 days	Thu 1/3/19	Fri 1/1/21
45	Parcel O2	522 days	Thu 1/3/13	Fri 1/2/15
46	Parcel P/Q (Live Works)	522 days	Thu 1/3/13	Fri 1/2/15
47				
48	**Symphony Park**	**761 days**	**Fri 1/30/09**	**Fri 12/30/11**
49	Approval of funding	1 day	Fri 1/30/09	Fri 1/30/09
50	Design Development of plans	161 days	Mon 8/3/09	Mon 3/15/10
51	Construction Drawings	200 days	Tue 3/16/10	Mon 12/20/10
52	Bidding Process	60 days	Mon 1/3/11	Fri 3/25/11
53	Construction Commencement	196 days	Fri 4/1/11	Fri 12/30/11


GRAND CENTRAL PARKWAY (PUBLIC)
PAC PARKING COUNT:
PARCEL K–L = 331
PARCEL M4–N = 197
PARCEL B = 488
PARCEL C = 232
TOTAL SPACES W/O H/C = 1248
LOU RUVO BRAIN INSTITUTE
PARCEL A2
W. CLARK AVE (PUBLIC)
PARCEL B
488 SPACES
PARCEL M
PARCEL M 2
PARCEL C
232 SPACES
W. BRIDGER AVE (PUBLIC)
PARCEL D
W. CARSON AVE (PUBLIC)
PARCEL E
BONNEVILLE AVE (PUBLIC)
PROMENADE PLACE (PUBLIC)
PARCEL J
PARCEL H / I
SMITH CENTER FOR THE PERFORMING ARTS
PARCEL M 3
SYMPHONY DR (PUBLIC)
SYMPHONY DR (PUBLIC)
PARCEL G
PARCEL F
CITY PARKWAY
CITY PARKWAY
331 SPACES
197 SPACES
PARCEL K
PARCEL L
PARCEL M 4
PARCEL N
PARCEL O1
PARCEL O2
PARCEL P
PARCEL Q
UPRR
OFFSITE POWER CONTINUATION TO COMMERCE SUBSTATION
GRAPHIC SCALE
1 inch = 200 ft.
LEGEND:
LANDSCAPE AREA
DRY UTILITY TRENCH
SITE SECURITY FENCE
NOTES:
1 TEMPORARY MARKING & SIGNAGE TO BE INSTALLED ON PHASE 1 ROADWAY.
2 SWG HIGH PRESSURE GAS REGULATOR STATION TO BE INSTALLED AND OPERATIONAL.
3 NV ENERGY CONDUCTORS TO BE INSTALLED IN EXISTING PHASE I POWER CONDUIT.
4 TEMPORARY LIGHTING AND POWER TO BE INSTALLED WITHIN PARKING AREAS.
SYMPHONY PARK
Minimal PAC Opening
June 5, 2009
Kimley-Horn and Associates, Inc.



MASTER PLAN

OVERVIEW

Planning Principles for Union Park Master Plan (master plan developed under former name of Union Park)

Connectivity: Facilitate visual, physical, and social connections at the project internal pedestrian scale from block to block, and at the project external civic scale to surrounding uses and places.

Neighborhoods: Create an authentic urban place energized by the overlapping of smaller areas of like uses, shared environments, shared amenities, and sense of connection.

Mixed Use: Integrate multiple uses in both a vertical and horizontal manner to create a rich texture of human activity supportive of multiple lifestyles and urban intensity. Emphasize the pedestrian over the automobile. Create a great skyline.

A Great Public Realm: Ensure that the quality of everything outside building envelopes reinforces a positive urban social experience by creating pedestrian scaled blocks that emphasize walkability, green open spaces to contrast building density, high quality and lively streetscapes sensitive to pedestrian comfort in the desert, the opportunity for the arts to enrich daily life, and high quality maintenance to perpetuate the place.

A Model for Urban Infill Sustainability: Seek to heal the scars of former use by designing in harmony with environmental systems, emphasizing energy and water reduction, using materials and resources efficiently, creating healthy living environments and making opportunities for individuals and companies to live a sustainable lifestyle.

Success To-Date

Symphony Park's currently planned anchors, developments and amenities are fulfilling the planning principles of connectivity, neighborhoods, mixed use, a great public realm and urban infill sustainability:

- The Smith Center for the Performing Arts, the city's first performing arts center and home to the Las Vegas Philharmonic and Nevada Ballet Theatre anchors the central Civic District. Also home to Symphony Park, the 2+ acre central park within the heart of the community, providing the first large open space in downtown Las Vegas.

- Cleveland Clinic Lou Ruvo Center for Brain Health, Frank Gehry-designed international research facility for neurodegenerative diseases, anchors the Medical/Office District where future medical offices/clinics and a business hotel are planned.

- The World Jewelry Center, international trade tower and gem and jewelry-focused retail center and a planned hotel/casino/entertainment and retail complex by Forest City anchor the Specialty District on the north end of the community.

- The Charlie Palmer, 400-room boutique hotel by celebrated chef and hospitality entrepreneur (on one side of the park) and a variety of urban residences, offering a wide range of housing, including low, mid and high-rise condominiums, town homes, live/work residences, and apartments in varied price ranges by New land Communities are in the Residential District.

- The entire community will be designed and built to ensure its sustainability for present and future generations. The only project in the state of Nevada to be accepted into the Leadership in Energy and Environmental Design for Neighborhood Development (LEED®-ND) national pilot program, Symphony Park was awarded Stage 2 gold level LEED®-ND certification status by the U.S. Green Building Council (USGBC) in July 2008. Third-party developers will also contribute to the sustainability of the community with their buildings required to achieve LEED® New Construction certification.

MASTER PLAN GOAL

Goal: Preserve the integrity of the entitled master plan

- Objective: Monitor all third-party developers' and proposed third-party developers' plans to ensure a balanced mixed-use program.

- Objective: Re-entitle parcel J to remove the hotel and to reprogram as a medical only use.

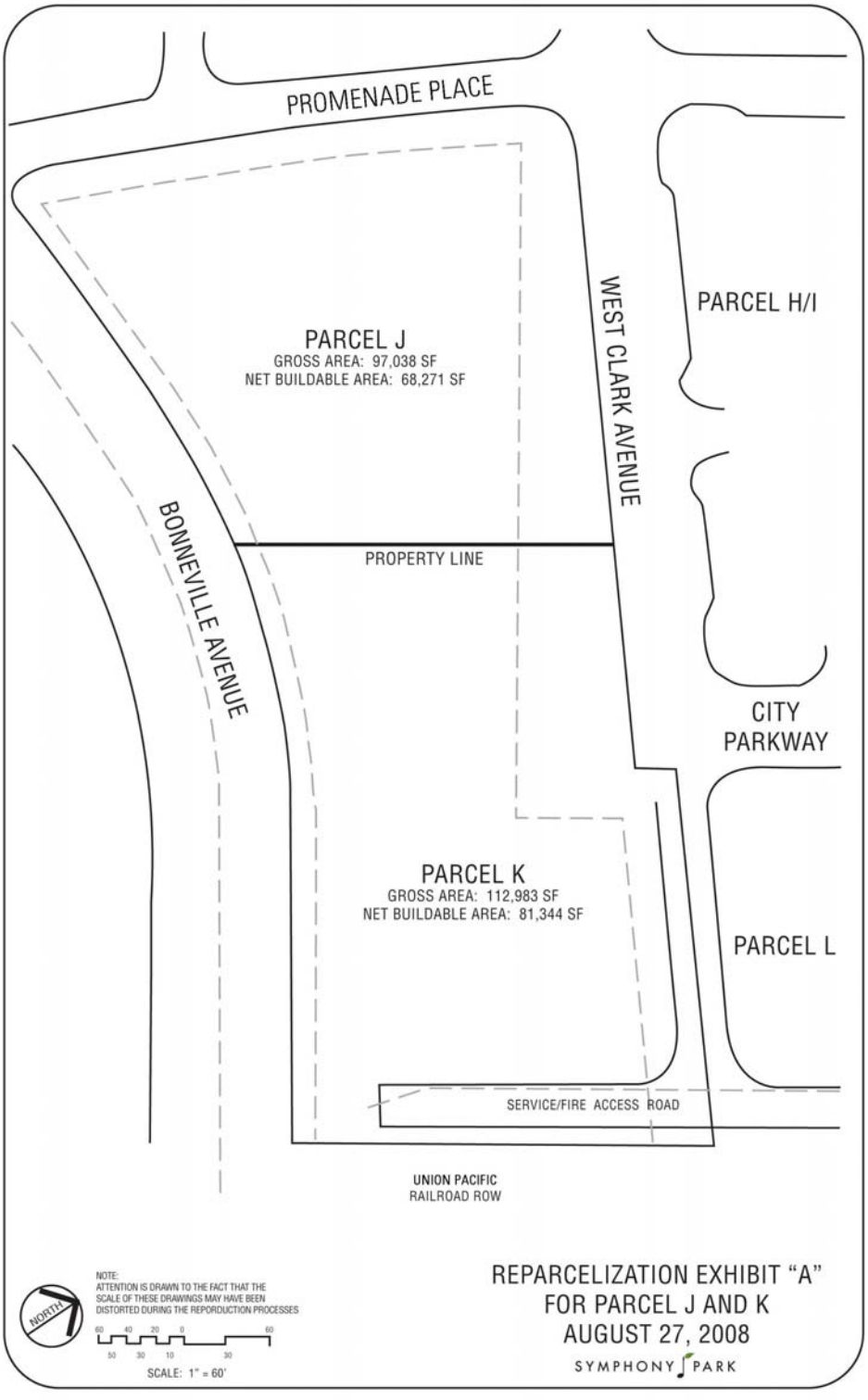
- Objective: Re-entitle parcel B to modify or remove the residential component and reprogram for hotel and commercial office.

- Objective: Re-entitle parcel O2 to remove the residential component and reprogram to allow for the expansion of the casino/hotel on parcels P/Q.

Master Illustrative Site Plan



Parcels J and K Reconfiguration



Symphony Park (the Park) Concepts



By Bowen Studios for Design Workshop

Symphony Park (the Park) Concepts



By Bowen Studios for Design Workshop

Target Development Program
Estimated Total Square Footage: 10 million

Program	Units/Keys/Seats	Estimated SF
Office and Medical Parcels A1, A2, B, J, K, E		1.8 million
Residential Parcels C, D, F, L, N, O1 and O2	2,780 units	4.5 million
Hotels (Non-Gaming) Parcels B and G	Two - 800 keys total	675,000
Hotel/Retail Complex (Gaming) Parcels P/Q	1,000+ keys	1.6 million
Retail Throughout the community		475,000
Performing Arts Center Parcels H/I	2,050-seat main theatre 300-seat cabaret theatre 200-seat studio theatre	375,000
Outdoor Park Parcels M1, M2 and M3		2 acres



SYMPHONY PARK

OVERVIEW

Mission Statement

The park (also named Symphony Park) is to be the core open space in the Symphony Park development, serving the needs of the residents, businesses, visitors and neighbors. It should be a memorable place with a timeless design. It should provide green landscape and shade, as well as walks and hardscape in a balanced, harmonious design, sensitive to the desert environment of Las Vegas. The park should offer opportunities for meeting friends and associates, celebration and gathering, quiet reflection and enjoying art in an inviting outdoor setting.

Background

The park is envisioned to become Symphony Park's "central park," a beautifully landscaped area that encourages outdoor social interaction. The park is located in the center of Symphony Park and is flanked by The Smith Center for the Performing Arts on the south and The Charlie Palmer boutique hotel on the north.

Symphony Park will be the first major open space within downtown Las Vegas, and will be owned and operated by the Symphony Park Master Association. It will attract all who live and visit the area, including residents, performing arts patrons, occupants of the adjacent buildings, tourists, families, hotel guests and resident performing arts groups.

Encompassing approximately two acres on parcels M1, M2 and M3, the park will be designed using desert-appropriate vegetation to retain an intimate connection with the local environment and in keeping with Symphony Park's overall focus on sustainability. Its landscaping, though desert-friendly, will provide significant shade and relief for pedestrians at street-level and stand in marked contrast to the buildings, towers and structures of this planned 10-million- square- foot community.

DESIGN COMPETITION

Through the coordinated efforts of The Smith Center for the Performing Arts, the Donald W. Reynolds Foundation, Newland Communities and The Projects Group (design competition managers), a Symphony Park design competition was organized in 2008. An introductory design and programming charrette was held to allow broad participation by community and Symphony Park development stakeholders and to gain their help in creating this unique park. A committee of both local stakeholders and experts, along with a fellow of the American Society of Landscape Architects, made the final design team selection. Concepts by Design Workshop, the landscape architectural firm awarded the project, are shown in Section 8 / Master Plan.

PARK GOALS

- Manage the continuing design process and bidding process in conjunction with The Project Group.
- Construction drawings to be complete in FY 2011.
- Bidding process complete and contract awarded in FY 2011.
- Pursue grants for public art for inclusion in M1 and M2 of the park (funds for public art are included in Donald W. Reynolds Foundation funding grant for M3).
- Work with third-party stakeholders and community to determine appropriate fashion in which Mayor Goodman is to be acknowledged within the park.
- Finalize definitive agreements between PAC and SPMA. Finalize transfer of M-1, M2, M3 to SPMA ownership.

Note: Construction of Symphony Park is not expected to commence until early calendar year 2011. The grand opening of the park is planned to coincide with the grand opening of The Smith Center for the Performing Arts, currently scheduled for early 2012.

PARCEL M4 AND THE PARK

The original Master Plan, approved by City Council in May 2006, reflected the inclusion of Parcel M4 as part of Symphony Park, and the conceptual design for M4 reflected this parcel's purpose as a transition plaza for a landing and access to a proposed bridge to connect Symphony Park east across the Union Pacific Rail Road tracks to a proposed City Hall location.

The location of the City Hall has since been moved to the Live/Work parcel and an alternative strategy is being discussed for a mid-project connection to the East. The alternative strategy will be to study the feasibility of constructing a vehicular connection which would extend Discovery Avenue (to be named Symphony Park Avenue) from Symphony Park across the tracks connecting to Main Street.

FY 2010 M4 Goals

- Further refine preliminary conceptual design for vehicular connection working with Public Works department.
- Obtain funding approval for civil design and engineering of roadway for FY 2011 budget cycle
- Obtain funding approval for M4 landscape/hardscape design for FY 2011 budget cycle
- Design temporary landscape/hardscape improvements for parcel, and obtain approval for funding and construction timeline (design and construction to occur in FY 2011).

DESIGN GUIDELINES

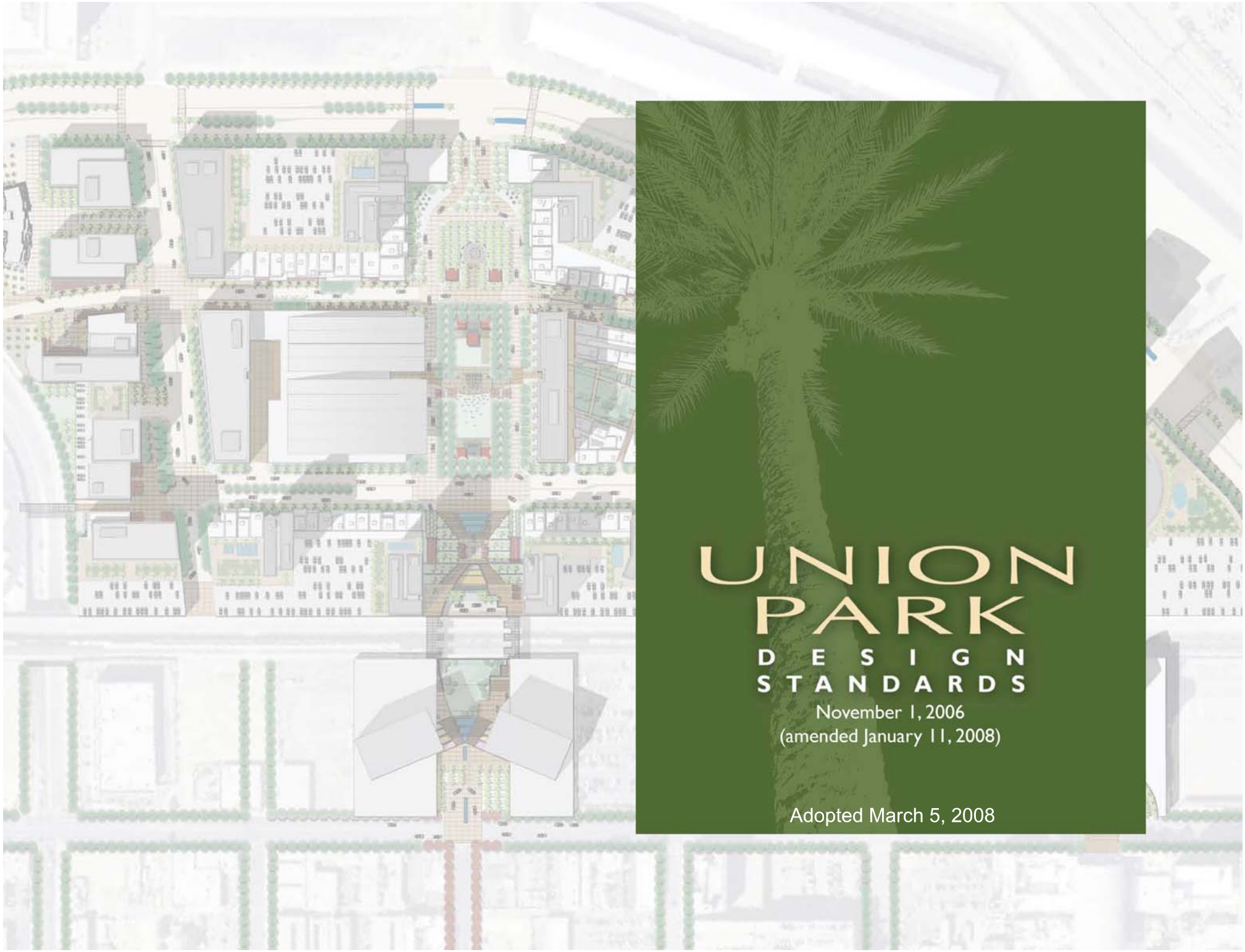
SYMPHONY PARK DESIGN STANDARDS

The Union Park Design Standards were originally completed on November 1, 2006 and were amended on January 11, 2008. The amended document was approved by the Las Vegas City Council on March 5, 2008.

The Symphony Park Design Review Committee uses the Design Standards as the framework by which to authorize project developers to apply to the City for entitlement and permit approvals.

SYMPHONY PARK DESIGN STANDARDS GOALS

- Update the current Union Park Design Standards to reflect the name change to Symphony Park.
- Revise the Design Standards to reflect any design changes.
- Obtain City Council approval on the updated Symphony Park Design Standards.



UNION PARK

DESIGN STANDARDS

November 1, 2006
(amended January 11, 2008)

Adopted March 5, 2008



Prepared for:
CITY OF LAS VEGAS

Project Manager:
NEWLAND COMMUNITIES

Prepared by:

RNL

1515 Arapahoe Street
Tower 3, 7th Floor
Denver, Colorado 80202

DESIGNWORKSHOP
224 South 200 West
Suite 110
Salt Lake City, Utah 84101



4 CHARACTER of the BLOCKS

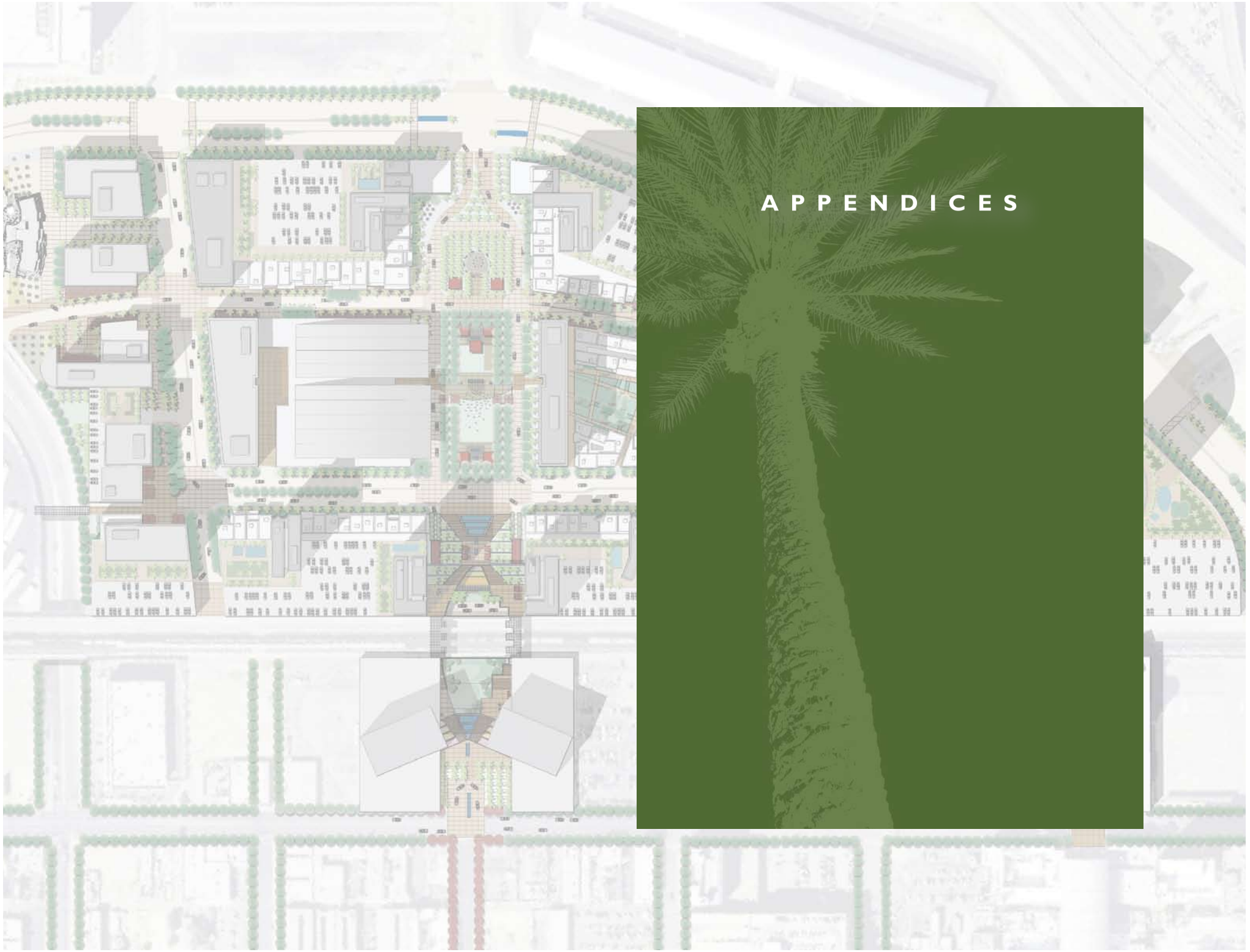
Each parcel and block is a unique opportunity to make a contribution toward the character of the high density, mixed use Union Park urban neighborhood. To succeed, each of the blocks must apply the design standards and intents of the standards described in Sections 1 through 3.

The specific applications of each design standard to each block from A through Q are described in three ways on facing pages for each block:

DESIGN STANDARD DESCRIPTION Text description of each block, including the expected program, open space, vehicle access, view corridors, open space, and many other factors are briefly described.

PARCEL PLAN A parcel plan diagram for each block shows the plan view annotated with several graphic icons that represent various design directions that are generated by the Master Plan. Items such as lobby location options, permitted exposure of parking structures, active street frontages, tower location, open space and other desired features of each block are shown at their points of application.

THREE DIMENSIONAL MODEL A perspective exploded view illustrates the relationships of the layers of the block to each other, and represents a building height and massing that corresponds to the program expected for each block. This view begins with subterranean parking, proceeds upward through street-level retail, town homes and podium parking, and topped in many cases by towers with view corridors and height recommendations. The Sketchup drawings that are the basis of these models are available to the applicant.



APPENDICES

COMMUNITY GOVERNANCE

SYMPHONY PARK MASTER ASSOCIATION (SPMA)
(FORMERLY UNION PARK MASTER ASSOCIATION)

Charter and Accompanying Documents

The original Union Park Charter and supporting documents were rewritten and completed in 2008 and currently are being modified to reflect the name change to Symphony Park. The Charter specifies City Parkway V (CPV) as the Owner of record and Newland Communities as the Founder and is the major framework by which Symphony Park will be governed. In addition, the By-Laws set forth the framework by which a Board of Directors will be structured and operate. A Parking Declaration has been created to cause commercial projects to have a pool of available parking spaces to service Symphony Park visitors and more specifically, The Smith Center for the Performing Arts.

Formation of the Symphony Park Master Association, Inc. (SPMA)

The formation of the SPMA (then called the UPMA) took place in 2008 with the filing of the Articles of Incorporation and the recordation of the Officers and Directors. Operations planning for the SPMA also began and will continue through FY2010, including the preparation and distribution of a Request for Qualifications (RFQ) and a Request for Proposal (RFP) to property management companies. Preliminary budgets have been prepared and will continue to be reviewed and updated as needed. It is the goal of the SPMA to be fully operational by the end of FY2010 and to begin collecting assessments on individual parcels.

The SPMA will have the responsibility of maintaining all common areas within Union Park and will, in addition, own fee simple title to both Symphony Park (the park) and the common area surrounding The Smith Center for Performing Arts.

COMMUNITY GOVERNANCE GOALS

The primary goal for community governance in FY 2010 is to complete the Master Association operational start-up process.

- **Objective**: Finalize the budgets.
- **Objective**:Determine the viability of self-management or to issue an RFP for a management company.
- **Objective**:Determine the commencement of assessments.

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.

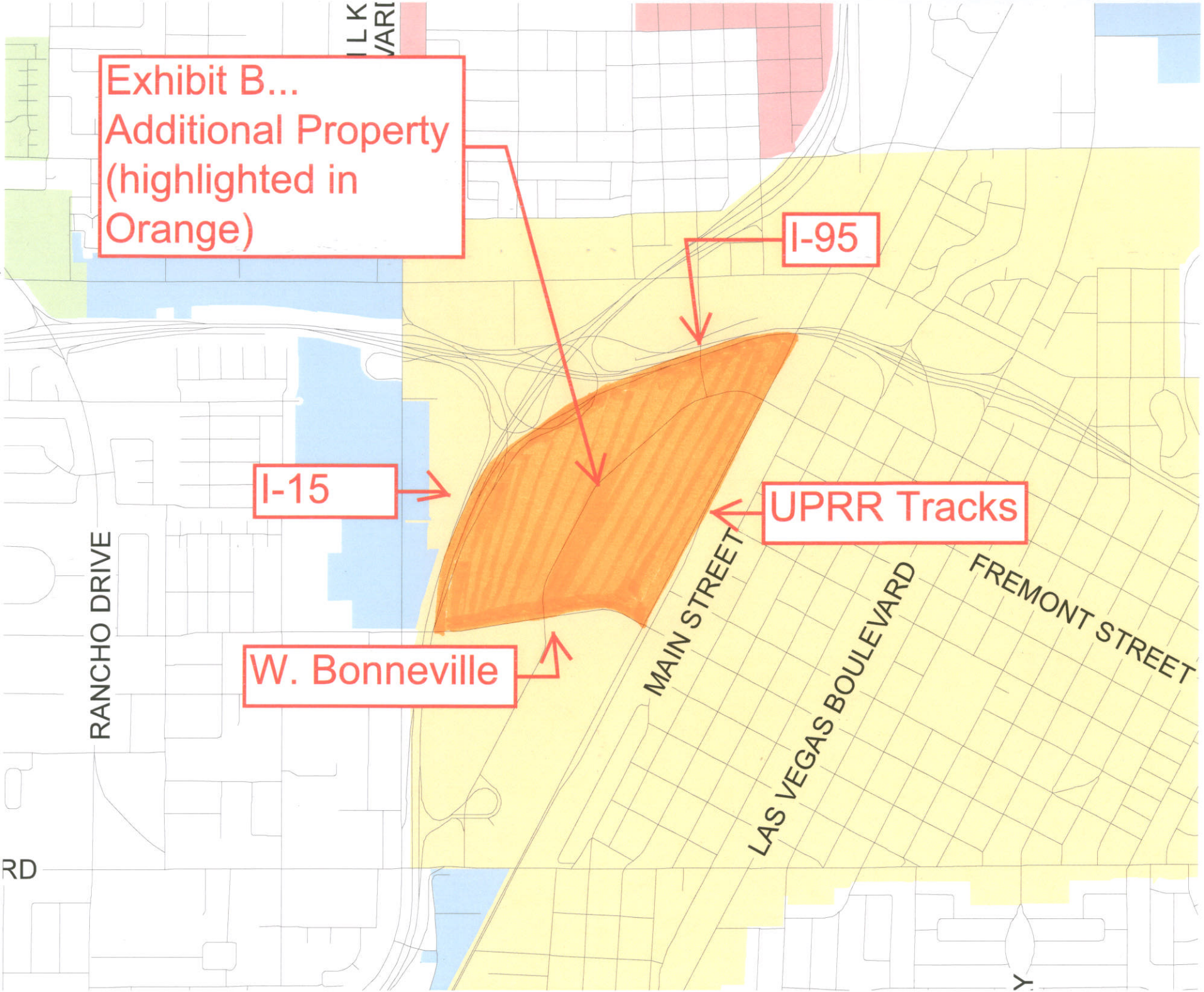
Exhibit B...
Additional Property
(highlighted in
Orange)
I-95
I-15
UPRR Tracks
W. Bonneville
RANCHO DRIVE
MAIN STREET
LAS VEGAS BOULEVARD
FREMONT STREET

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;

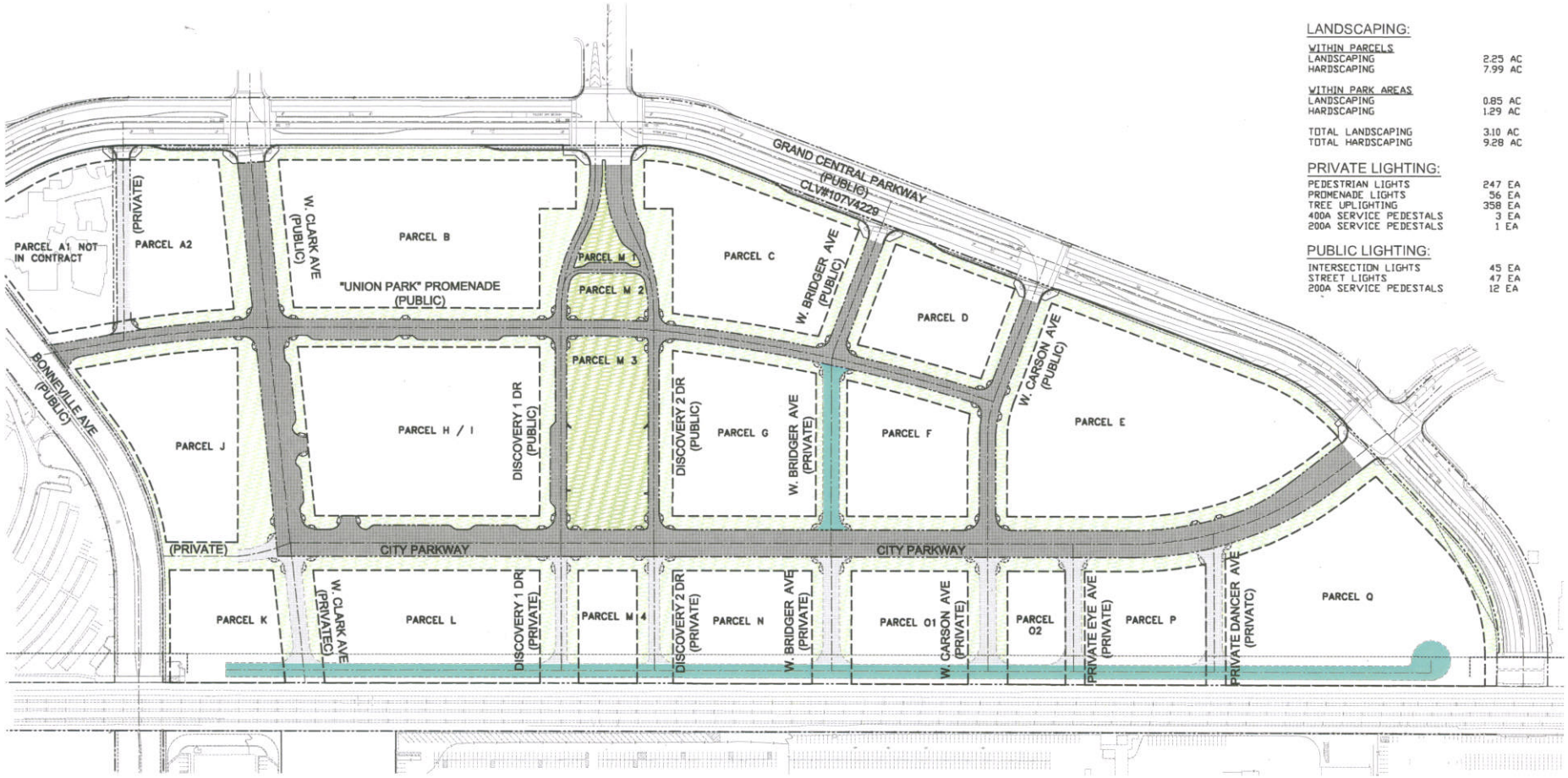
That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 20__.

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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report and possible action on relations between the City of Las Vegas and employee organizations and groups and related fiscal impacts

Fiscal Impact

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

PURPOSE/BACKGROUND:
At the direction of Mayor and Council the City Manager's Office will give a report of ongoing employee relations and related fiscal issues. The report will provide a thorough and transparent review of labor-management relations at the city.

RECOMMENDATION:
City Council to accept the report and give direction if necessary

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report and possible action regarding an update on the City of Las Vegas inter-departmental ARRA Committee findings and activities on the American Recovery and Reinvestment Act of 2009 (ARRA) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The American Recovery and Reinvestment Act of 2009 (ARRA), a.k.a., the stimulus bill, was signed into law on February 17, 2009. The ARRA committed $787 Billion in federal funds in states and communities over the next 10 years. Priorities of the ARRA are infrastructure modernization; promoting clean, efficient energy; helping Americans hurt by the economy; supporting education and training; and transforming the economy through science and technology. The City of Las Vegas formed an inter-departmental committee in March to identify how funds could be captured for city priorities and how best to benefit the citizens of Las Vegas. This is an update of the progress of the City of Las Vegas ARRA Committee.

RECOMMENDATION:
Receive report and direct staff accordingly.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Hypnotherapy License, Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, Roger A. Wolf, Owner, 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 Hypnotherapy 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

ROGER A WOLF


800 N RAINBOW BL 170
1000' RADIUS
LAS VEGAS EXPY
RAINBOW BLVD
WASHINGTON AVE
TORREY PINES DR
U.S. 95
ORAN K GRAGSON
0 300 600 Feet
N

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Locksmith License, Green Valley Lock & Safe, Inc., dba Green Valley Lock & Safe, 80 North Pecos Road, Suite G, Leona K. Schonzeit, Pres, Treas, 51% and Jeffrey Schonzeit, Dir, VP, Pres, Secy, 49% - County

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 Locksmith 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:
None

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning codes, LPGTrainingUSA.com, dba European Face & Body Renewal, 9440 West Sahara Avenue, Suite 215, Lindsey E. Culverson, Pres, 100% - Ward 2 (Wolfson) [NOTE: Item to be heard in the afternoon session in conjunction with Item 111 - SUP-34331]

Fiscal Impact

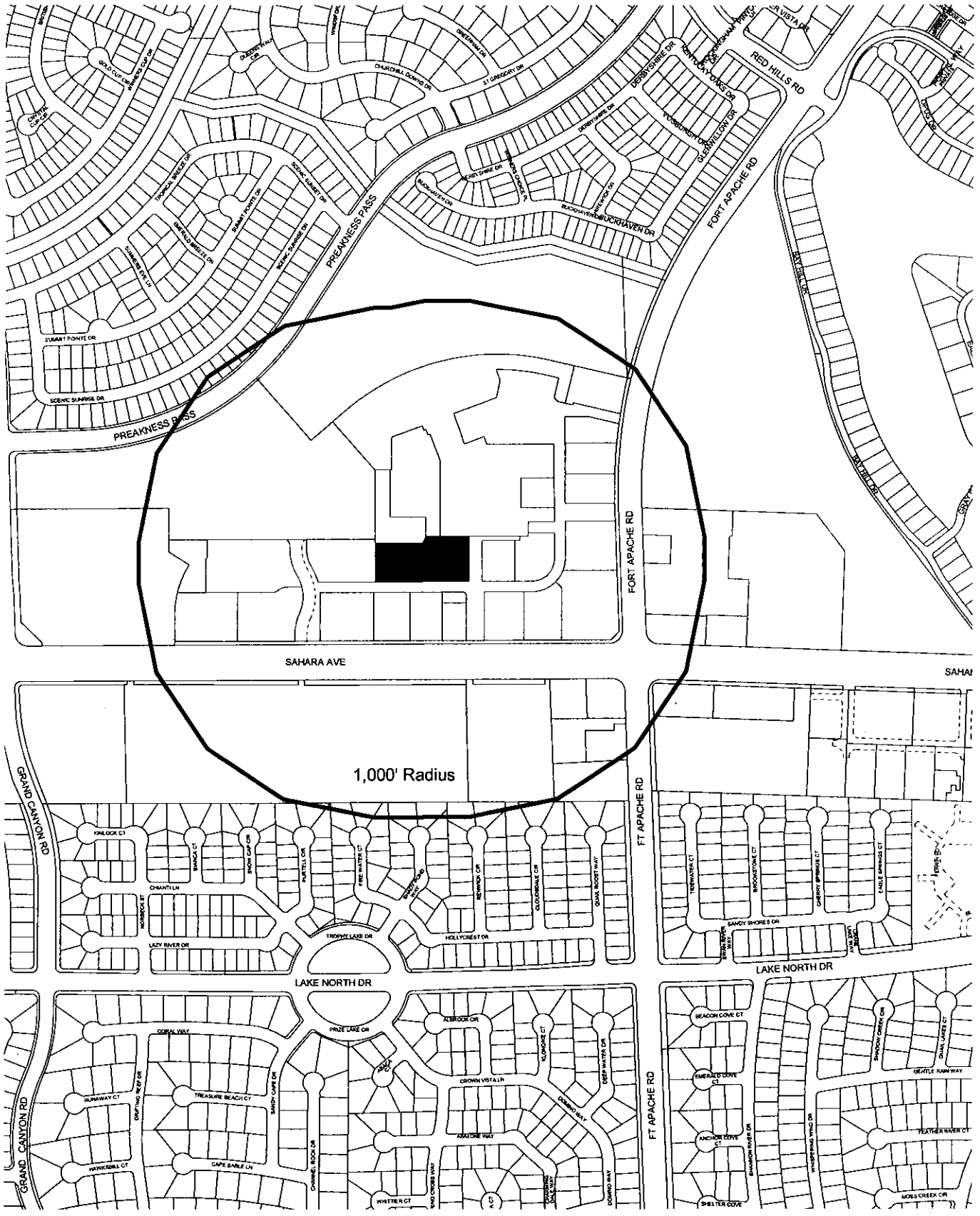
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new 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 and subject to the provisions of the planning codes.

BACKUP DOCUMENTATION:
Map

EUROPEAN FACE & BODY RENEWAL



City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, MWT, Inc., dba Accelerated Chiropractic, 5900 West Charleston Boulevard, Suite 1, Marcia C. Tinberg, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business – Accelerated Chiropractic]

Fiscal Impact

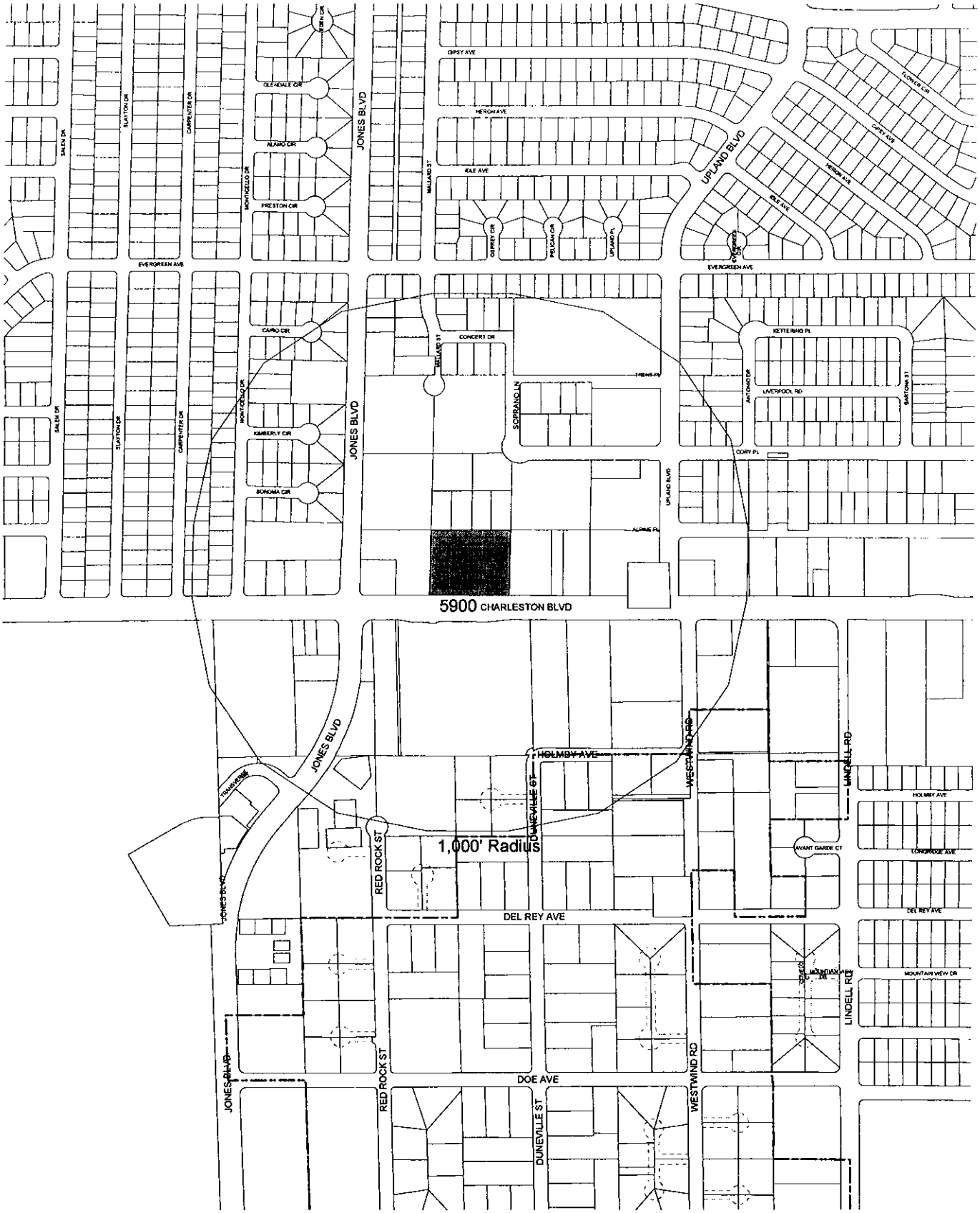
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new 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 subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
Map

ACCELERATED CHIROPRACTIC



City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, The Neck and Back Clinics, LLP, dba Northwest Neck and Back Clinic, 3430 North Buffalo Drive, Suite 110, Michael W. Barney, Managing Ptnr, 85% and Benjamin S. Lurie, Managing Ptnr, 15% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic business – Northwest Neck and Back Clinic]

Fiscal Impact

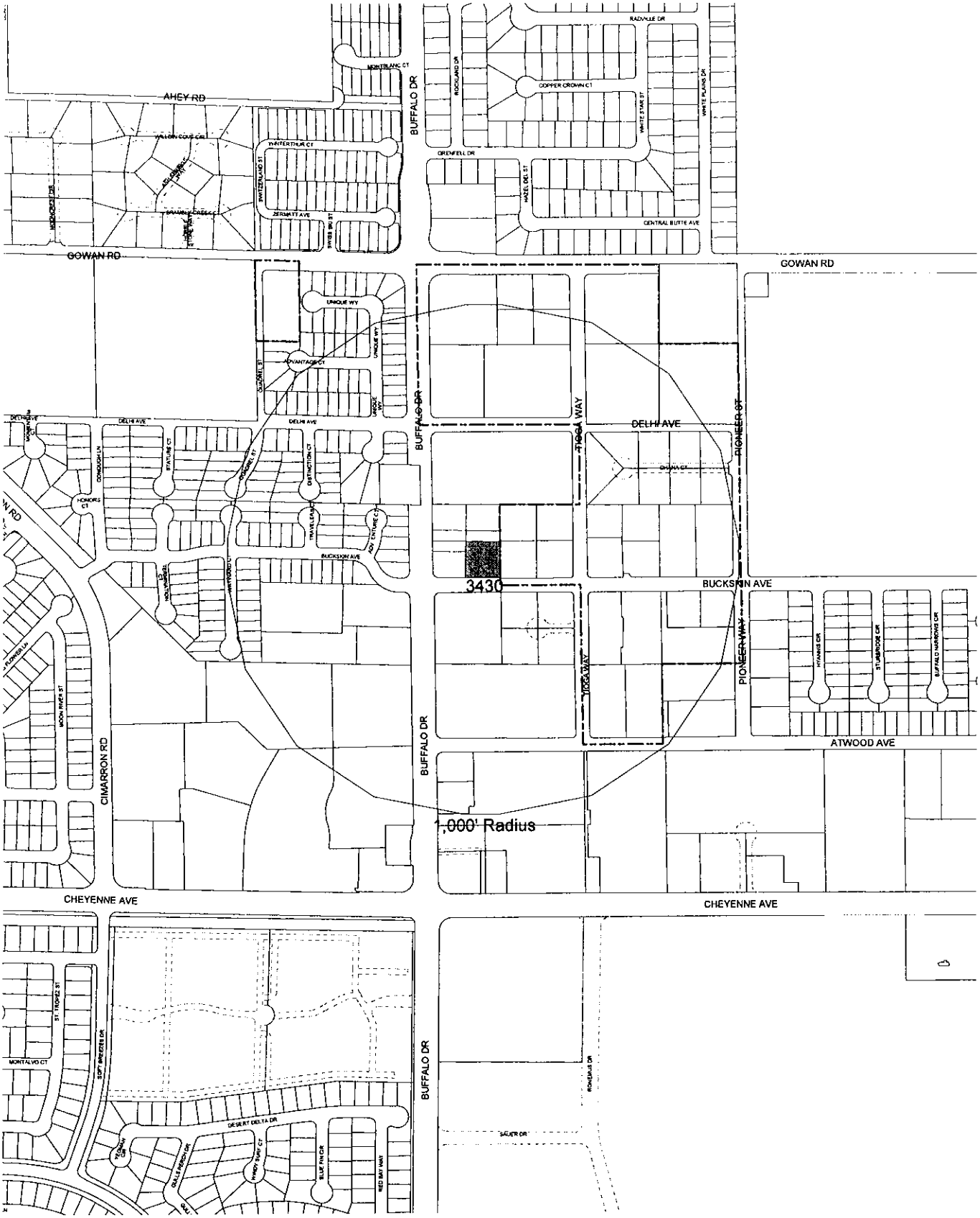
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new 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 subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
Map

NORTHWEST NECK AND BACK CLINIC



City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Massage Establishment License, Zeping Wang, dba Pearl of the Orient Massage, 3909 West Sahara Avenue, Suite 6, Zeping Wang, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

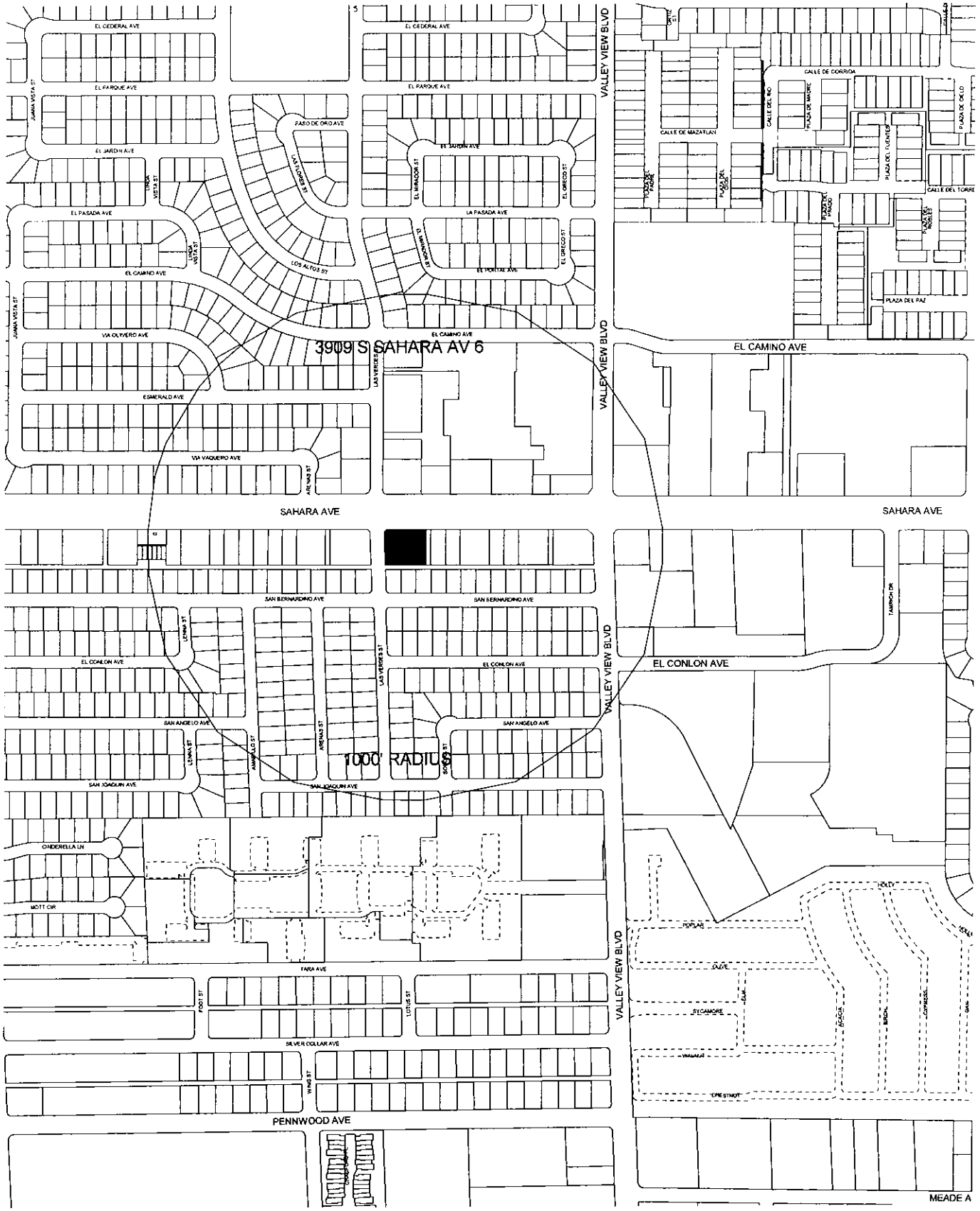
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Massage Establishment License. This is a new application to replace an existing massage establishment license which operated under the same business name.

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

PEARL OF THE ORIENT MASSAGE



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City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding an Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, V & H Pizza, Inc., dba Napoli Pizzeria, 4760 West Sahara Avenue, Suite 11, Hakob Alaverdyan, Pres, Dir, 50% and Vahan Balian, Secy, Treas, 50% - Ward 1 (Tarkanian)

Fiscal Impact

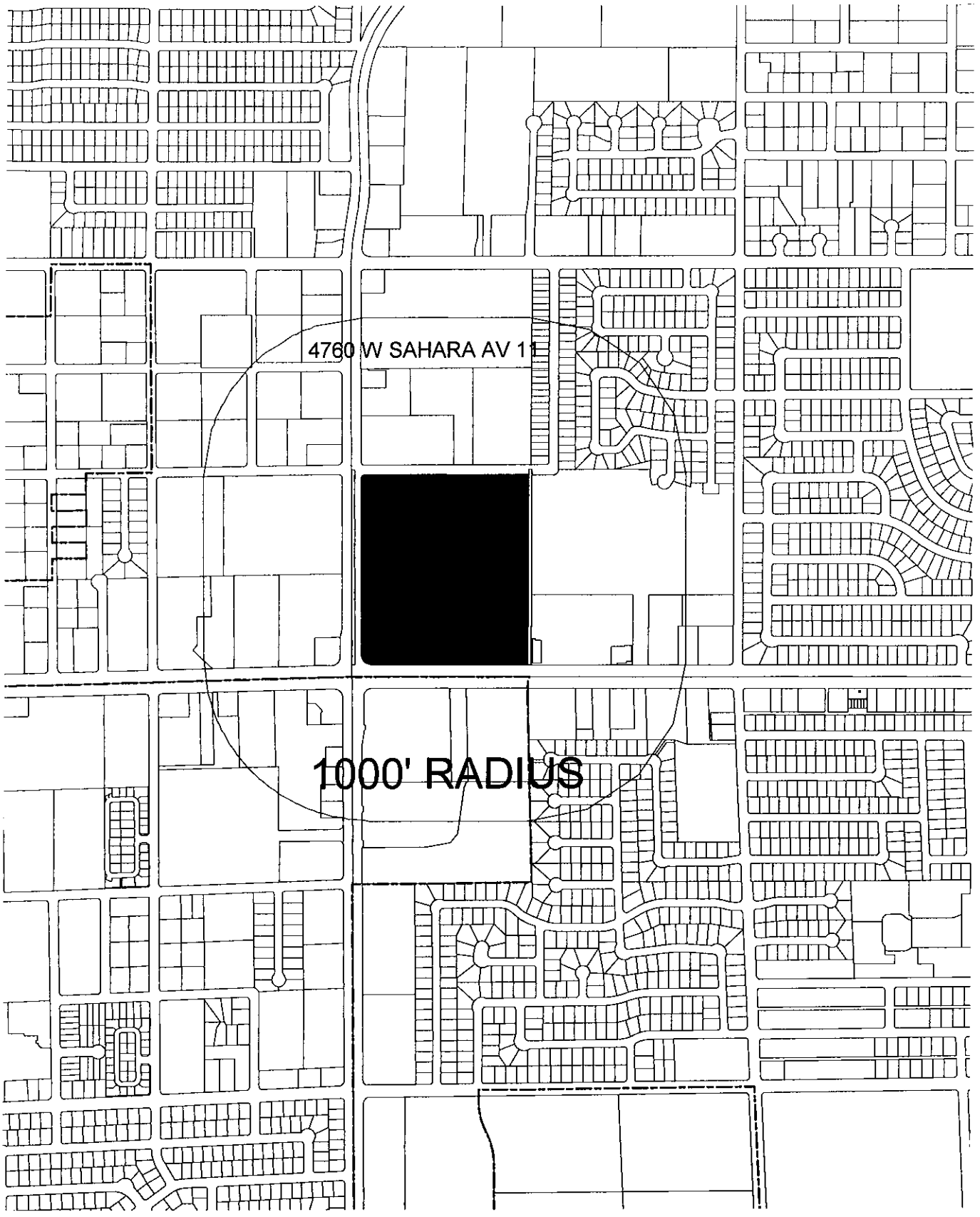
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
Map

NAPOLI PIZZERIA



City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Tavern License, Dominic L. Laino, dba Club 2100, 2100 Fremont Street, Dominic L. Laino, Owner, 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 a Six Month Review of a Tavern 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.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of 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 a Six Month Review of 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.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of an Appeal of a Work Card Denial for Kevin Landino, March Bacchus, 2620 Regatta Drive, Suite 106 - Ward 4 (Anthony)

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 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.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on the City of Las Vegas Neighborhood Stabilization Plan 2 (NSP2) competitive application for $102,648,000 of NSP2 funds through the American Recovery and Reinvestment Act (ARRA) stimulus funds specifically targeted for the City of Las Vegas on foreclosure acquisition and/or redevelopment projects and an update on the initial Neighborhood Stabilization Plan (NSP) previously approved as part of the Housing and Economic Recovery Act (HERA) – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The County of Clark and cities of Las Vegas, Henderson, and North Las Vegas formed a consortium for the purpose of obtaining and administering the competitive NSP2 funding made available through the provisions of Public Law 111-005, American Recovery and Reinvestment Act of 2009 (ARRA) stimulus funds. The NSP2 Consortium completed a joint application for the competitive NSP2 funding process for a total request of $367,298,000 outlining the amount of funding requested as well as the programs and strategies proposed by each jurisdiction. The competitive application must be submitted to HUD by July 17, 2009.

RECOMMENDATION:
Staff recommends approval of the NSP2 application and authorization of the Director of Neighborhood Services to submit the application in cooperation with the Southern Nevada NSP2 Consortium to the Department of Housing and Urban Development and execute all related documents.

BACKUP DOCUMENTATION:
Southern Nevada NSP2 Consortium Application

CLARK COUNTY, NEVADA

NEIGHBORHOOD STABILIZATION PROGRAM 2

Submission to U.S. Department of Housing and Urban Development on behalf of:

Southern Nevada NSP2 Consortium

Clark County
City of Las Vegas
City of North Las Vegas
City of Henderson

July 17, 2009
DRAFT

Program Summary
HUD NEED FACTOR Application # _____

Clark County as the lead agency for the Southern Nevada Neighborhood Stabilization Program 2 Consortium ("Consortium"), submits this application to receive Neighborhood Stabilization Program 2 (NSP2) funds through the U.S. Department of Housing and Urban Development (HUD), authorized under the American Reinvestment and Recovery Act of 2009 for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008 (HERA). This law provides under a rule of construction that, unless HERA states otherwise, the grants are to be considered Community Development Block Grant (CDBG) funds. NSP2 is a special CDBG allocation to address the problem of foreclosed and abandoned homes.

The Consortium hereby requests a total funding allocation through HUD in the amount of $367,298,000 for the implementation of NSP2 activities within designated target geographies across the Las Vegas Valley for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. As the market analysis that follows demonstrates, the Las Vegas Valley region is an epicenter of the current foreclosure crisis. During this critical time, large-scale government intervention is necessary to arrest the decline of targeted neighborhoods as well as to position those neighborhoods for a sustainable role in the revitalized future of our local economy.

Each member jurisdiction has described its past experiences relevant to proposed NSP2 activities to demonstrate organizational capacity of this Consortium, and the Consortium has identified eligible uses of funds, a project completion schedule and anticipated outcomes for proposed NSP2 activities through the narrative statements (Factors 1-6) contained within this application. The Consortium proposes to expend NSP2 funds on activities related to homebuyer financing mechanisms, an acquisition and rehabilitation program for resale and rental, redevelopment of property as housing, as well as the demolition of blight on a neighborhood level all of which are eligible activities per CDBG entitlement regulations. All funds will be targeted to populations whose incomes do not exceed 120% of area median income (AMI), and a minimum of 25% of the funding will be targeted to populations earning 50% AMI or less.

A citizen comment period was posted from July 1-10, 2009 and a summary of comments received through this process are provided in Appendix C. All applicable application documents including forms, disclosures, certifications and definitions as required by this Notice are included in designated tabs.

Lead Agency web address:
http://www.accessclarkcounty.com/depts/Finance/crm/Pages/CommunityResourcesManagementDivision.aspx

NSP2 Contact Person:
Michael Pawlak, Manager
Clark County, Community Resources Management Division
500 S. Grand Central Parkway, 5th Floor
Las Vegas, NV 89106
Telephone: (702) 455-5025
Fax: (702) 455-5038
Email: mjp@co.clark.nv.us

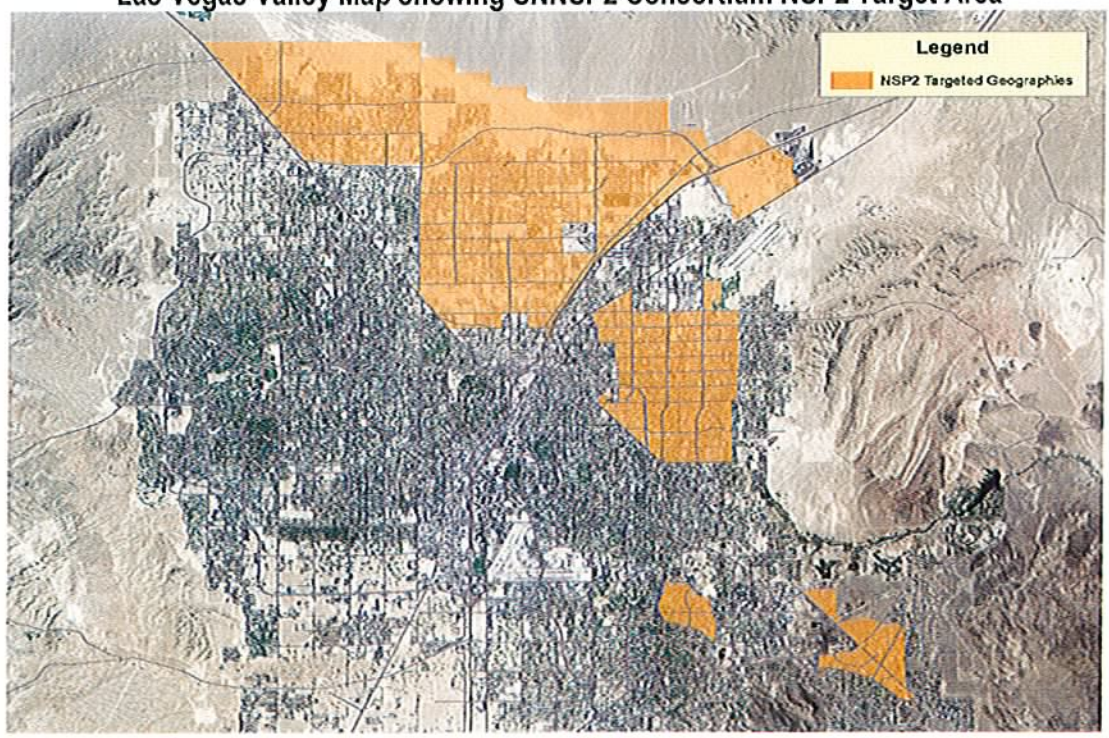
Factor 1: Need/Extent of the Problem

There is arguably no community in the United States that has been harder hit by the current economy downturn than Southern Nevada. This is evidenced by nation-leading rates of home foreclosure four times the national average, a soaring local unemployment rate and sharp declines in the region's primary industries – tourism and construction. Southern Nevada's economy was uniquely positioned to take advantage of the run up in consumer spending and aggressive lending practices that pushed the economy to new heights between 2003 and 2007. Today however, the community is being disproportionately impacted on the back end of the business cycle with consumers spending significantly less money and a construction industry threatening to come to a near standstill. This economic impact has translated to an erosion of the residential housing market throughout the Las Vegas Valley, and certain areas are relatively harder-hit by this crisis.

A. Consortium Target Geography

The Southern Nevada NSP2 Consortium has identified a target area comprised of census tracts from each jurisdiction and the Consortium will focus NSP2 activities in the neighborhoods within these census tracts. Selected target area census tracts received an average HUD Need Factor Foreclosure rating of **19.93**, and an average Vacancy rating of **17.3.** With a maximum score of 20, the high score in both categories is an indicator of high need for NSP2 within our target area. (See Appendix B for the list of census tracts by jurisdiction as well as HUD foreclosure and vacancy ratings). In addition to need, these target areas also possess community assets, regional connectivity and opportunities for revitalization that will benefit the Las Vegas Valley region as a whole. Note that in the data analysis that follows with data compiled by Applied Analysis (a local financial and economic consulting firm), our target geographies are compared with either Clark County or the Las Vegas Valley Metropolitan Area as a regional comparison where data was available from either source.

Las Vegas Valley Map showing SNNSP2 Consortium NSP2 Target Area



The following is an analysis of housing and economic factors contributing to the decline and foreclosure crisis of our target area as a relative comparison with the region as a whole. This discussion demonstrates the extent of need in our target area – the Consortium believes that without an infusion of capital and concerted efforts to stabilize the housing market, recovery in our target area will not happen until the very long term and the negative effects of existing conditions will continue to exacerbate the problem prior to recovery.

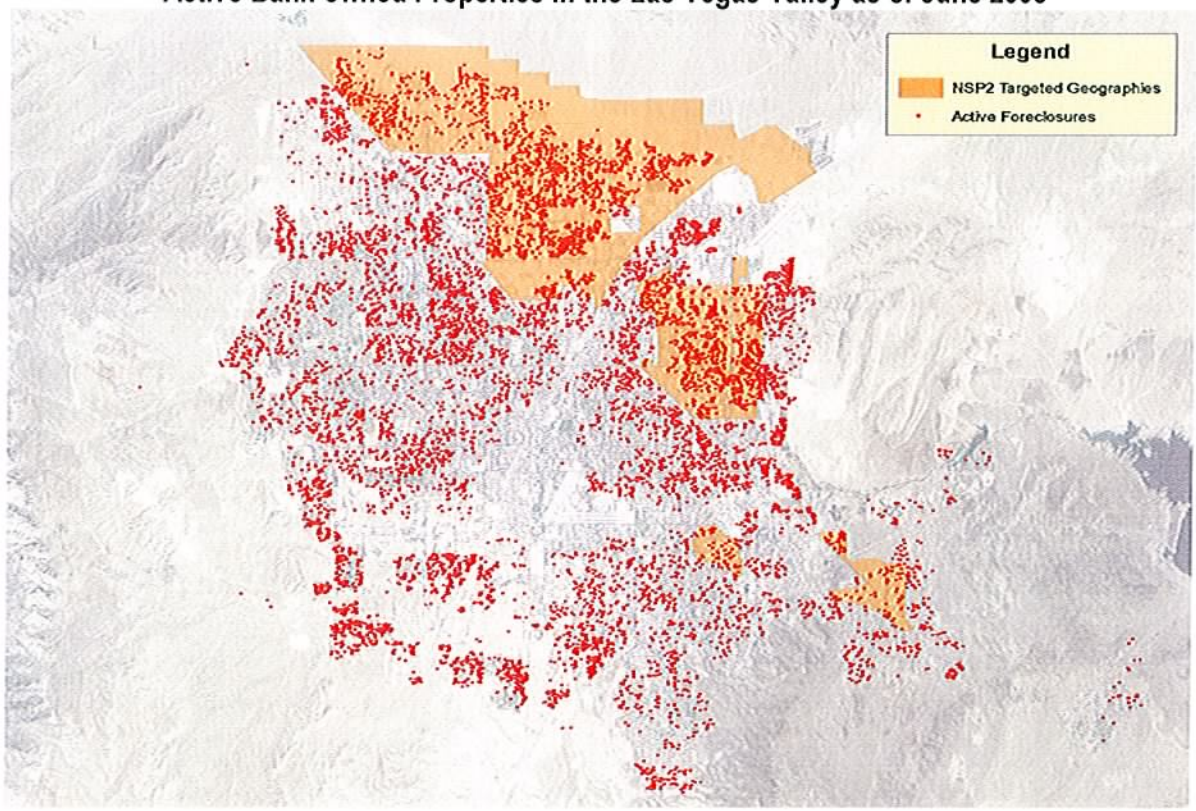
The nature of our target area is described with review of local housing conditions including existing foreclosure rates, housing stock, homeownership rates, and household income levels. These factors combined with unemployment and subprime lending practices describe the extent of need for NSP2 programs to arrest the decline and stabilize communities suffering from recent economic turmoil.

LOCAL HOUSING MARKET

Foreclosure Rates

Clark County Assessor data from June 2009 indicates that 25.5% of the region's foreclosures are contained within the NSP2 target area. Only 19% of the region's total housing market is contained within the target area indicating a disproportionate share of the foreclosure crisis is located within these areas. While the number of bank-owned properties in the Las Vegas valley comprises 2.2% of all housing units, the targeted geographies are above the valley-average with 3% of all housing units currently owned by the lender. The map below illustrates how the Consortium's target area census tracts encompass many of the clusters of high foreclosure activity within the region.

Active Bank-owned Properties in the Las Vegas Valley as of June 2009



The number of active and reported foreclosures across the Las Vegas Valley is expected to spike dramatically in the near future. The foreclosure moratorium voluntarily implemented last March by most major banks at the Obama Administration's urging was recently lifted May 30, 2009. Local experts all agree that while no one is certain about the number of bank-held properties that will flood into the Southern Nevada market as a result of the lifted ban, estimates range from 20,000- 30,000 additional foreclosed housing units according to the Las Vegas Review Journal (June 18, 2009). Experts also agree that a "phantom" inventory of bank owned properties exists in addition to the homes temporarily protected by the moratorium, which suggests that the foreclosure crisis is actually worse than currently reported.

Housing Stock

When compared to housing units across the Las Vegas Valley, the Consortium has chosen NSP2 target areas that contain a significantly higher percentage of single family residential housing and subsequent populations residing in single family homes as described in the table below. This target area contains an insignificant portion of the region's condo market, with relatively less apartment housing available, but relatively more mobile home housing. The relatively large amount of single family homes and homeowners presents a target area appropriately positioned for assistance through NSP2 activities as well as a high-risk for additional decline without the help of NSP2.

Housing Unit Distribution - All Product Types, June 2009

	Las Vegas Valley	% of Total	NSP2 Targeted Geographies	% of Total
Single Family Residential	472,462	59.01%	102,254	72.88%
Plex Units	18,999	2.37%	5,278	3.76%
Townhouses	40,385	5.04%	5,159	3.68%
Apartments	158,318	19.77%	18,719	13.34%
Condos	84,066	10.50%	159	0.11%
Mobile Homes	26,021	3.25%	8,733	6.22%
Other	460	0.06%	4	0.00%
Total	**800,711**		**140,306**	

Home Ownership

Of the 642,393 homes (excluding apartment units) within the Las Vegas valley, 19% of those units are within the target area census tracts. 66.45% of all housing (excluding apartments) Valley-wide are owner-occupied and the targeted geographies have a slightly higher rate of home-ownership rate of 68.44%.

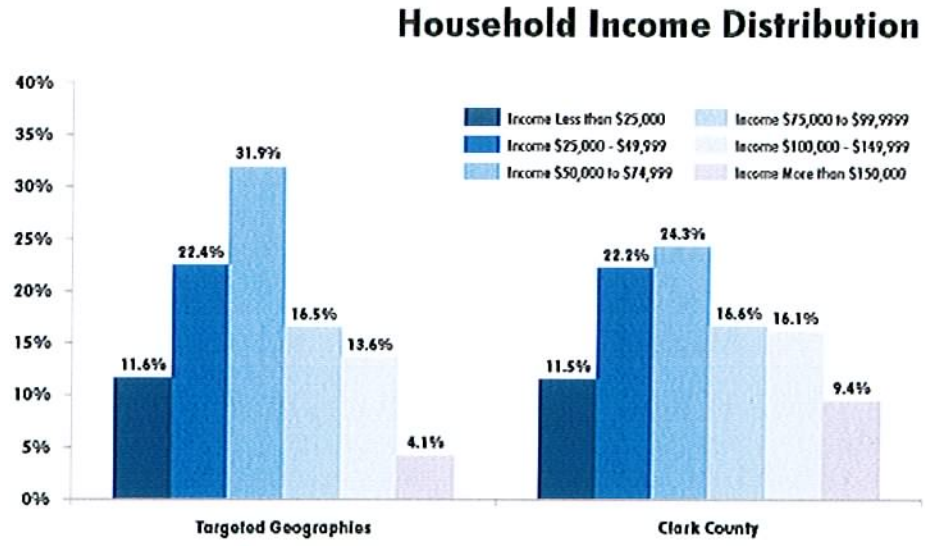
	Las Vegas Valley	NSP2 Targeted Geographies	Target Area as a % of Total
All Housing Units (exc. Apartments)	642,393	121,587	18.93%
Owner Occupied	426,864	83,213	19.49%
Non-owner-occupied Units	215,529	38,374	17.80%
% Owner Occupied	66.45%	68.44%	

Household Income

HUD's household area median family income (AMI) for the Las Vegas Metropolitan Statistical Area is $63,900, and the Valley has an average household size of 2.67. Based on household income distributions within the NSP2 targeted area and throughout Southern Nevada, the following table estimates the share of households at the 50%, 80% and 120% thresholds of AMI. The majority of households throughout Clark County as well as within our targeted geographies will qualify for NPS2 programs on the basis of income.

		Share of Households		No. of Households	
Thresholds	Income	Clark County	NSP 2 Targeted Geographies	Clark County	NSP 2 Targeted Geographies
50% AMI	$31,950	17.30%	16.90%	138,289	23,743
80% AMI	$51,120	34.70%	35.40%	278,206	49,700
100% AMI	$63,900	47.10%	51.70%	377,482	72,542
120% AMI	$76,680	59.00%	66.90%	472,616	93,935
Total	**N/A**	**N/A**	**N/A**	**800,711**	**140,306**

As illustrated in the graph below, when compared to Clark County as a whole, the targeted geographies for NSP2 have a significantly higher percentage of households earning between $50,000 and $74,000 (2009 estimates) per year and represent a primary target market for the majority of the Consortium's proposed NSP2 activities. Although we expect that citizens that currently live in communities outside of our target areas will move into the target area through the course of our program as homes within those boundaries become available, there is a significant proportion of the regional population of existing residents within the target area that meet the income requirements of the NSP2 program and will be encouraged to participate in the program.



CREDIT AND AFFORDABILITY

In addition to the supply of households at the various income levels, it is also important to review the financial capabilities of these households. At the 120% AMI threshold, the median family income would be $76,680. Assuming affordable allocations of income toward housing and FHA minimum down payment requirements of 3.5%, households within the maximum income level of the NSP2 program would be able to afford a home with an average value of $276,114 as summarized in the table below.

Summary of Estimated Home Value Affordability by Income Threshold

		Allocable to Principal and Interest		Comparable	Comparable
Thresholds	Income	Share (a)	Amount	Loan Value (b)	Home Value
50% AMI	$31,950	25%	$7,988	$111,021	$115,047
80% AMI	$51,120	25%	$12,780	$177,633	$184,076
100% AMI	$63,900	25%	$15,975	$222,041	$230,095
120% AMI	$76,680	25%	$19,170	$266,450	$276,114

a) Source: National Association of Realtors
b) Based on 3.5% downpayment and 6% interest rate

Subprime Mortgages

Recent data has shown that states with areas with higher foreclosure rates also have much higher rates of subprime lending than average with one in five subprime loans ending up in foreclosure. According to the Corporation for Enterprise Development, it is estimated that 20% of all mortgages in Nevada are subprime, the highest percentage of subprime mortgages nationwide. The growth of the subprime market has led to an increase in abusive lending, contributing to the foreclosure crisis. Although it is impossible to say how many, it is clear that many of these subprime loans were issued by predatory lenders and it has been shown that low to middle income neighborhoods such as those selected by the Consortium for NSP2 target areas were particularly targeted by predatory lenders.

As of January 2009, the U.S. Subprime Mortgage Foreclosure Impact Report prepared by the Center for Responsible Lending estimated the total number of outstanding subprime loans to be 126,910 in the state of Nevada and 30,278 subprime foreclosures had occurred from 2008 to 2009 contributing to a loss of over $1.78 billion in property value during that time.

Proposed NSP2 activities in Southern Nevada will offer more opportunities for families to buy homes at affordable interest rates but also protects families from discriminatory and predatory lending practices.

EMPLOYMENT

During the past 12 months, Southern Nevada has lost 54,700 jobs, nearly 6% of its workforce. Every sector in the economy has reported job losses, except education and health services. The largest sectors of the economy, leisure and hospitality and construction, have been among the hardest hit accounting for 30,000 jobs lost during the past 12 months. At its peak, construction accounted for more than 12% of the region's

employment base, twice the national average. Today, construction accounts for 80,100 employees, 9.2% of the region's workforce and 30,800 fewer positions that at the industry's peak of 112,000 (June 2006). Leisure and hospitality employment has followed a similar trend, reporting job losses of 24,300 since the industry peaked in June 2006.

Job losses have led to rising unemployment rates, putting financial strains of Nevada families and its state and local governments. At 10.4%, unemployment is more than twice the 5.0 percent rate reported just one year ago. Nevada initial unemployment insurance claims are up 63 percent over where they were one year ago; continued claims are up 126 percent. Both of these values are without precedent in the state's modern history. Industries reporting the greatest growth in claims included construction; trade, transportation and utilities; professional and business services and leisure and hospitality. Hardest hit occupations included sales; food service; protective, cleaning and personal services; management and construction and extraction. Pointing to further contraction in the construction industry, architecture and engineering occupations report the state's largest growth in claims of any occupation, with April 2009 claims almost four times higher than April 2008 and seven times higher than the average reported between 2002 and 2006.

Nearly 18% of the Southern Nevada's workforce is employed in the region's hotel casinos, roughly 156,000 workers. Highly publicized financial difficulties for major hotel-casino operators have led to work stoppages on multi-billion constructions projects (e.g., Fontainebleau Las Vegas and Boyd Gaming's Echelon) and threatened to put major operators into bankruptcy (e.g., Station Casinos, Las Vegas Sands Corporation and MGM MIRAGE). These financial challenges are attributable to a combination of higher corporate debt and eroding economic conditions that are bringing fewer visitors to Las Vegas each of whom is spending less. Visitor volume is down 7.2% through the first four months of 2009, even with average daily room rates off nearly 27%. During that same period, the important convention and meeting segment is down a notable 28% and gross gaming revenue along the Las Vegas Strip is off 16.6%. Even though hotel room inventory has increased from 136,600 to 140,600, the industry's workforce has been sharply reduced.

This downturn in employment has lead to a near collapse of the region's housing market. Nevada leads the nation in the rate of home foreclosure, and continues to rank among the nation's highest in terms of subprime and adjustable rate mortgages outstanding. Existing home prices have fallen from a peak of $290,000 in October 2006 to $130,000 in April 2009. The Office of Housing Enterprise Oversight ranks Nevada first nationally in terms of housing price devaluation and the Las Vegas MSA the third hardest hit out of the national 294 metro areas. Housing vacancies are approaching 8%, entire neighborhoods are being vacated, and nearly three in every four homeowners are dealing with the harsh reality that their home is worth less than they paid for it, the vast majority of whom owe more on that home than it is now worth.

B. Market Conditions and Demand Factors

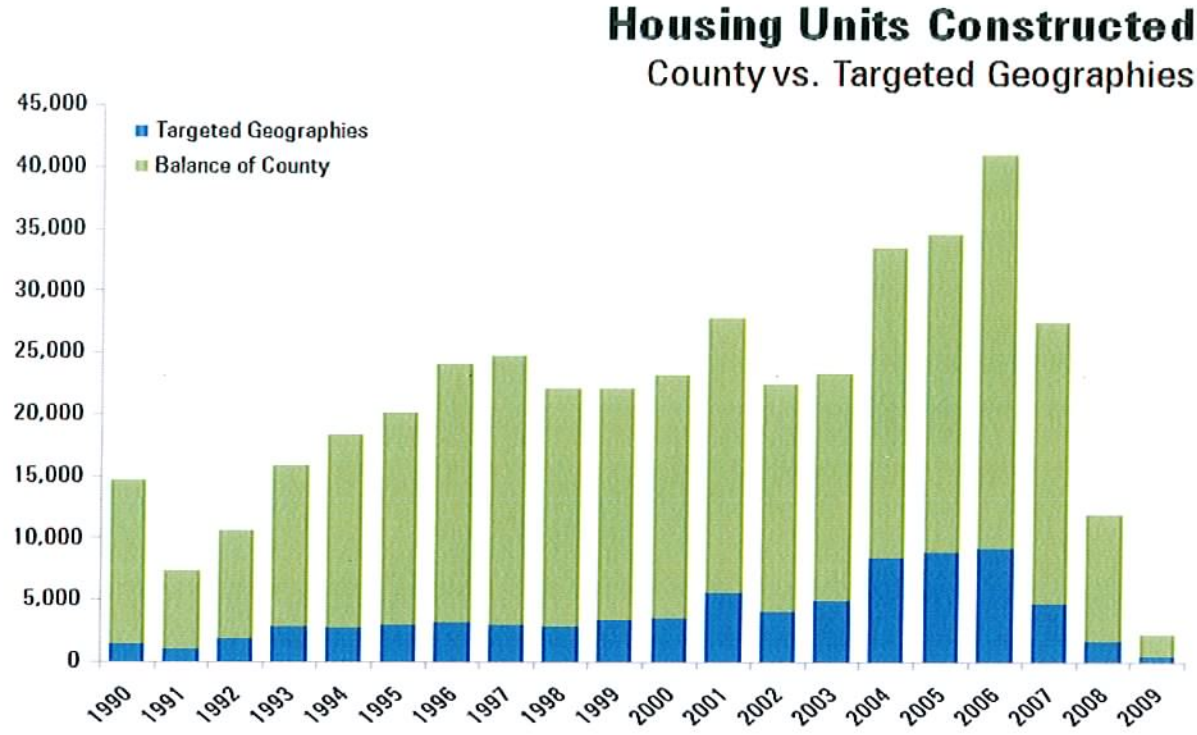
The current economic indicators suggest that conditions will continue to get worse before they get better. Although the long-term prospects for Southern Nevada remain favorable, the realities of the impending near-term instability facing working families, businesses and policymakers are nothing short of daunting. General economic conditions as well as further analysis of construction trends, absorption rates, housing values and foreclosures rates provides a closer look at the extent of need for programs such as NSP2 demonstrates which activities will be a critical mechanism for economic revitalization and stabilization within the next few years.

Summary of General Economic Conditions: Southern Nevada, June 2009 (MONTHLY SERIES)

	Most Recent Data Available	Indicator Values			
		Current Month	Same Month Previous Year	vs. Same Month Previous Year	
Las Vegas MSA Establishment-based Employment	Apr-09	871,400	926,100	-5.9%	▼
Nevada Initial Joblessness Claims	Apr-09	28,895	17,754	62.8%	▲
Clark County Taxable Retail Sales - Total	Mar-09	$3,595,534,905	$4,305,067,884	-16.5%	▼
Clark County Home Foreclosures	May-09	2,863	987	190.1%	▲
Clark County Existing Home Sales	Apr-09	3,652	2,247	62.5%	▲
Clark County New Home Sales	Apr-09	325	749	-56.6%	▼
Clark County Residential Units Permitted	Apr-09	410	760	-46.1%	▼
Clark County Median Pre-Owned Home Sales Price	Apr-09	$130,000	$230,000	-43.5%	▼
Clark County Median New Home Sales Price	Apr-09	$215,650	$255,615	-15.6%	▼

DOWNWARD TRENDS IN NEW HOME CONSTRUCTION

Clark County witnessed unprecedented growth population, employment, infrastructure and business investment during the 2004 to 2007 timeframe creating high demand for new housing. Within Clark County, 267,765 new units were constructed over the last ten years, with 55,353 units (or 20.7% of the total) were constructed within the targeted geographies during this same period. While this suggests 1 in every 5 homes constructed over the last ten-years was done so in the targeted geographies, it is important to note that during the peak of building, from 2004 to 2007, across the Valley 1 in every 4 homes or 26,779 units, were constructed in the targeted geographies. However, across the Valley and particularly within the Consortium's target area, construction of new single family homes has dramatically decreased in 2009 as illustrated in the graph below which has lead to severe economic distress related to employment as well as reduced investment across all sectors. According to recent data compiled by the UNLV Center for Business and Economic Research, the total number of residential permits issued in Clark County has decreased by 46% from a year ago.



ABSORPTION RATES AND EFFECTIVE INVENTORY

As banks begin to list the homes they have acquired through the foreclosure process, REO sales have begun to climb as their price points are often lower than traditional arm's-length or non-REO transactions. Despite this increase in sales, the target areas are absorbing units at a slower rate than the Valley with an average of only 911 units per month (absorption rate of 10% of total inventory vs. 12% Valley-wide). REO properties are absorbing at a faster rate than non-REO properties.

Slow absorption is also affected by the relatively high amount of total inventory (47.2%) that is not yet available but rather listed as pending (waiting for customary closing procedures to complete) or contingent upon some action taking place (e.g. lender approval on a short sale)). Another 5,001 units remain in the hands of lenders (units may or may not be listed by REALTORS on MLS) or 15% of total inventory Valley-wide.

Using the monthly absorption rate explained earlier, an estimate can be made of the amount of time it would take to absorb the remaining inventory if no new supply were to come on the market. Within the NSP2 target geographies the number of months to absorb supply is higher across all categories of listed available inventory, total inventory and effective inventory as seen in the table below. There is an effective **15.6% more months** of total inventory (REO and Non-REO properties) within the target area.

With rising unemployment rates and decreases in the rate of population growth throughout the region, it can be expected that absorption within our target area with stagnate further without NSP2. Even though residential market sales may increase throughout the Valley, our analysis indicates that the absorption of inventory will take at least 15.6% more months within our target area with the existing supply. However, existing supply is steadily increasing - approximately 100 new foreclosures per month have occurred within our target area since January 2009 and the supply is expected to increase substantially in the near future not through the construction of new homes but rather with an influx of additional REO homes into the market due to the recent lift of the moratorium as described earlier.

Absorption and Effective Inventory as of June 2009

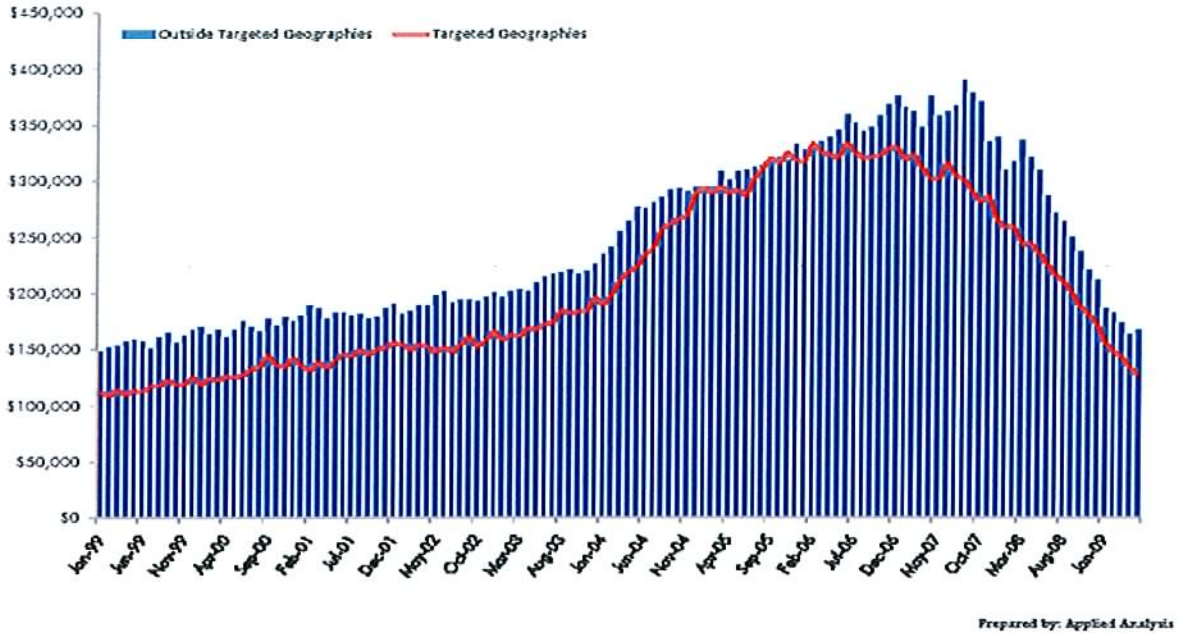
	Las Vegas Valley			NSP2 Targeted Geographies		
	REO	Non-REO (a)	Total	REO	Non-REO (a)	Total
Monthly Average Absorption of Last 3-months	2,342	1,625	3,967	580	331	911
Listed Inventory (b):						
Inventory - Available	2,806	11,941	14,747	696	3,739	4,435
Inventory - Pending or Contingent	6,460	6,713	13,173	1,775	1,328	3,103
Inventory - Total Combined	9,266	18,654	27,920	2,471	5,067	7,538
Unlisted REO Inventory (c)	5,001	0	5,001	1,179	0	1,179
Total Inventory	14,267	18,654	32,921	3,650	5,067	8,717
Effective Listed Available Inventory (Months)	1.2	7.3	3.7	1.2	11.3	4.9
Effective Listed Total Inventory (Months)	4	11.5	7	4.3	15.3	8.3
Effective Total Inventory	6.1	11.5	8.3	6.3	15.3	9.6

a) Includes the sale of new homes
b) Represents homes listed in the Multiple Listing Service (MLS)
c) Represents bank-owned homes not listed in MLS

HOUSING VALUES

Residential housing values across all housing types (new and pre-owned) have sharply declined in recent years, and continue to decline across the Las Vegas Valley as illustrated in the chart below. The housing units within our target area have followed the general trend of the Las Vegas Valley region, however our target area has experienced consistently lower home values throughout most of the past decade.

Residential Housing Trends
Price Per Unit



Prepared by: Applied Analysis

As overall price points remain soft, foreclosures are likely to remain elevated and the timing of improved foreclosure statistics would be expected following the bottoming out of home pricing. In April 2009, one in every 56 households in Las Vegas received a foreclosure notice, the highest rate in the nation. (Associated Press, May 13, 2009)

Home Equity Losses

The amount of equity in each unit across the valley and within targeted geographies would require specific information on the loan arrangements for each unit such as term, downpayment, interest rate and the use of equity lines of credit in order to accurately determine the actual amount of equity gained or lost for each homeowner. Although such specific information is not generally available, we can compare current taxable values to sales prices in order to estimate home equity gains or losses. At present, the average housing unit in the Las Vegas Valley has a taxable value of about $110 per square foot. Recent sales however are currently selling closer to $80 per square foot. An analysis performed by allocating values based on an $80-per-square-foot average as opposed to a $110-per-square-foot average provides an adjusted taxable value. Subtracting the adjusted taxable value from the sales price will gauge homeowners' equity position as either positive or negative, and the chart below summarizes the number of units with either a positive or negative equity position in order to compare the region with our target area. The number of units with negative equity as a percentage of the total is a majority across the region, and that percentage is considerably higher within our target area than the region as demonstrated in the chart below.

This condition has many homeowners questioning the merits of continuing the service of their mortgage. While a portion of foreclosures are the result of the borrower's inability to make payments due to a job loss or other factors, many homeowners are also facing the psychological dilemma of servicing an obligation with such a significant disconnect between debt and equity.

Summary of Adjusted Home Equity Gains or Losses by Units - June 2009

	Las Vegas Valley	NSP2 Targeted Geographies
All Units		
Positive Equity	157,617	24,428
Negative Equity	484,776	97,159
Negative as Percent of Total	75.50%	79.90%
Owner-occupied Units		
Positive Equity	96,394	12,008
Negative Equity	330,470	71,205
Negative as Percent of Total	77.40%	85.60%

The combination of overall economic conditions across multiple sectors, the extreme slow down in the construction industry (and its impact on both employment as well as housing stock), as well as the slow absorption rates and steep declines in home values have resulted in a large-scale and widespread foreclosure crisis throughout Southern Nevada. The map illustrating existing foreclosures from above (Section A) is a harsh reality that is expected to only get worse in the near future.

Although the situation is grave from a regional perspective, the current housing crisis within the Consortium's targeted geography is especially challenging relative to the Las Vegas Valley with higher foreclosure rates, a higher proportion of low and middle income households, slower absorption rates and steeper declines in home values. Therefore the neighborhoods within this target area in need of large-scale intervention in order to reconnect with the region, arrest the rapid decline, ensure long term continued affordability, and remove destabilizing influences.

NSP2 ACTIVITIES MOST LIKELY TO STABILIZE TARGET AREA

The NSP2 activities most likely to stabilize the Consortium's target areas are the acquisition and rehabilitation of housing that incorporates homebuyer assistance as well as the redevelopment of vacant or abandoned properties as housing. NSP2 activities and impact will vary based on the characteristics of each neighborhood within our target area as well as the changes in market conditions over time, but the key stabilization factors of our program will reflect the following elements:

- Relatively new neighborhoods in the target area (5 to 10 years old); the homes in these areas will require little rehabilitation after purchase and are appropriately priced for first-time homebuyers.
- Considerably older neighborhoods (20 years and above); many homes in these neighborhoods will need extensive rehabilitation and code enforcement to stabilize their decline and protect the wealth of homeowners. Rehabilitation particularly related to lead and asbestos in older homes will promote the health, safety and welfare of residents by abating environmental hazards and adding energy efficiency to their homes. All homeowners incorporating energy efficiency through the Consortium's home performance energy standards will have more disposable income over time as their home utility costs

are reduced while at the same time creating a smaller carbon footprint that will benefit the region long term.

- Older neighborhoods (over 35 years old) have several severely deteriorated properties that are good candidates for demolition or extensive rehabilitation, as well as widespread code enforcement.
- Vacant land that is in need of redevelopment that can have a significant impact on improving and stabilizing the neighborhood. The positive effects of rehabilitation and the redevelopment of vacant properties will revitalize the area as businesses will return and vacant commercial buildings will return to their full utility. Populating our target areas with qualified homeowners will increase business traffic, and homeowners living in housing affordable to their income level will result in more disposable income to spend on food, retail, and services. This increased spending will then create more demand; supply will follow and lead to local employment opportunities for the residents of our target area.
- There are opportunities in some neighborhoods to purchase and rehabilitate multi-family properties that will ensure the expenditure of 25% of the NSP2 funds to be used for 50% AMI households. This investment will be coordinated with increased code enforcement to further stabilize the neighborhoods.
- Down payment or other consumer financing assistance to homebuyers will also provide high impact by allocating a relatively small amount of funding to a large number of beneficiaries.
- Homebuyer counseling will ensure higher rates of financial literacy amongst residents and basic budgeting skills learned can be applied to other areas of consumer financial practices as well
- The diversity amongst residents in the communities throughout the Consortium will create the need for multi-language outreach and this will create increased connectivity between citizens, nonprofit partners, and the jurisdictions within the Consortium, which will facilitate not only NSP2 activities, but future activities related to community and economic development as well.

The Consortium will focus considerably on activities that will result in homeownership; this is important to the long-term stability of our neighborhoods since investors are currently purchasing approximately 40% of all foreclosed properties. In the event that economic conditions do not substantially improve in the near future, there may not be an adequate supply of eligible homebuyers therefore one approach would be to move to a "lease to own" strategy. The Consortium members will regularly re-evaluate the activities used in the various neighborhoods to determine if adjustments will be needed to ensure the success of our NSP2 program in the short term as well as long term.

Factor 2: Demonstrated Capacity of the Applicant and Relevant Organizational Staff

The Southern Nevada Neighborhood Stabilization Program 2 Consortium, ("Consortium"), is an agreement between Clark County and the cities of Las Vegas, North Las Vegas and Henderson to administer funding provided by NSP2. Clark County represents the lead agency acting on behalf of all members in submittal of this application and if selected for funding, will execute future funding agreements as well as ensuring compliance of all Consortium members for the duration of the program. Organizational capacity is demonstrated by past experiences in related activities, the staff structure and management plan for each Consortium member, as well as quality references of organizations with which Consortium members have recently partnered with in activities similar to those proposed for NSP2.

A. Past Experience

The Consortium has demonstrated capacity for the management of NSP2 funding and activity implementation through the completion of a **total of 2,511 housing units** in NSP eligible categories over

the past 24 months as described in the table below. As a Consortium, we have demonstrated capacity with a minimum of 75 housing units for each eligible category that we propose for NSP2.

Number of Housing Units Completed in the past 24 months by NSP Activity

NSP Category and Activity	Clark County and North Las Vegas	City of Las Vegas	City of Henderson	**Consortium Total Housing Units**
A: Homebuyer Assistance	83	11	16	**110**
B: Acquisition and Rehabilitation	20	112	632	**764**
D: Demolition	25	86	22	**133**
E. Redevelopment	492	663	349	**1,504**
TOTAL	620	872	1,019	**2,511**

Each Jurisdiction member of the Consortium has had extensive experience managing activities similar to the activities covered in this notice as described below highlighting examples of projects involving acquisition, disposition, rehabilitation and redevelopment of housing within each member's local community. All members of the SNNSP2 Consortium work with the nonprofit housing and social service network in Southern Nevada to implement our programs and best serve the needs of our citizens. Consortium staff participates and assists with Southern Nevada Regional Planning Commission, Community Housing Resource Board of Southern Nevada, Nevada Housing Coalition, and the Workforce Housing Partnership of Southern Nevada. The region constantly works to create partnerships in our community and since 1982, Clark County has entered into eight separate three-year CDBG Consortium Agreements for Clark County to administer the CDBG program on behalf of our participating cities. Since 1992, we have entered into five three-year HOME Consortium Agreements for Clark County to administer the HOME Investment Partnership Program. Clark County also prepares and manages over 100 contracts a year with our various nonprofit subrecipients who receive federal, state, and county funds through this Division. Clark County has worked with the City of Las Vegas, the City of North Las Vegas, the City of Mesquite, and the City of Henderson on 29 joint projects. Without these cooperative efforts, these facilities would not have been possible.

CLARK COUNTY

Since 1978, the Community Resources Management Division (CRMD) within the Clark County Department of Finance has served both the existing County organization and the larger community through a wide range of housing and community development activities. For the past two decades the focus of the County organization has been towards addressing the enormous challenges of growth in unincorporated Clark County. During that same period, CRMD has generally engaged in community development improvements in the more mature, urban neighborhoods in the Las Vegas Valley, the City of North Las Vegas and rural communities.

Highlights of success include:

- Obtained over $313 million in federal, state, local, and foundation funds for Clark County's use since 1978.

- Constructed and/or rehabilitated 115 buildings in rural and urban areas including:
    - Community Centers, Senior Centers, Recreation Centers, Emergency Shelters, Substance Abuse Facilities, Health Centers, Handicapped Training Centers, Fire Stations, Libraries, Service Centers, and Early Childhood Development Centers
- Provided small seed grants to nonprofit partners, which enabled them to secure over $195 million in private and foundation funds for the construction of a variety of significant facilities.
- Received 35 national and state awards for buildings and program initiatives.
- Since 1992, the Clark County has assisted in the development of over 15,676 units of new affordable rental housing.

Affordable Housing

Along with federal and state resources such as HOME, CDBG and the Low Income Housing Trust Fund, Clark County provides its own resources to increase affordable housing in Clark County. The County has used its allocation of Private Activity Bond Cap to support a large amount of affordable housing development in the last ten years. Since 1996, the County has awarded $186 million in Private Activity Bonds to develop 26 new and rehabilitate 5 affordable housing rental complexes totaling 6,942 units. Most of this activity has helped to redevelop and improve the housing stock in older, lower income neighborhoods.

Downpayment Assistance

Since 1995, Clark County has provided 550 first time homebuyers with downpayment assistance in order to successfully and affordably purchase their primary residence. This was accomplished through the expenditure of $2,171,945 in Federal and State funding sources. This activity leveraged $50 million in mortgages and other financing.

Redevelopment

In May of 2009, Clark County participated in the Grand Opening of Harmon Pines Senior Apartments, a 105-unit senior rental housing development that was the first affordable housing developed utilizing the affordable housing provisions of the Southern Nevada Public Lands Management Act of 1998 (SNPLMA). Under this legislation, local governments are authorized to purchase land from the U.S. Department of the Interior, Bureau of Land Management (BLM) at a discount for the development of affordable housing. As the first government facilitator of such a project, Clark County pioneered the process for acquiring land from the BLM at a substantial discount from market value and in turn transferring the land to an affordable housing developer. The five-acre in-fill parcel was appraised by BLM at $3 million. Using this federal discount provision, BLM was then able to sell this property to the end user nonprofit agency, Nevada HAND, for only $198,000, a $2,802,000 discount. Using Low Income Housing Tax Credits and layering many of financing sources, Nevada HAND delivered a beautiful, high-quality rental facility for seniors that is 100% occupied and has a waiting list.

In successfully completing the Harmon Pines Senior Apartment development, County staff coordinated the efforts of multiple federal, state and local agencies, secured public entitlements, organized a solicitation process to identify a capable developer, provided gap financing, developed agreements and security instruments to ensure long-term compliance, monitored the construction process, approved construction draws, processed payments and planned for long-term monitoring. Based upon the success of the Harmon Pines project, Clark County has earmarked an additional 1,600 acres of available BLM land for future development of affordable housing units.

CITY OF LAS VEGAS

The City of Las Vegas has several decades of experience in providing City planning services through the Planning and Development Department as well as over 12 years of neighborhood planning experience through the Neighborhood Services Department. The Neighborhood Planners have facilitated the formation of 40 neighborhood associations representing 13,280 households within the NSP2 targeted census tracts located in the 89131 and 89143 zip codes and 7 neighborhood associations representing 2,546 households within those targeted census tracts located in the 89110 zip code. Neighborhood Services has over 30 years experience administering federal, local and state funded programs that assist with the development of viable communities.

Single-family Rehabilitation

City of Las Vegas has administered a single-family rehabilitation program since 1978. The Rehabilitation Specialist verifies project eligibility, performs inspections, resolves customer complaints, and monitors contract compliance. This program is marketed using brochures, city's website, city of Las Vegas cable TV, and neighborhood meetings. Rehab staff are qualified as a team consisting of a State of Nevada Building Contractor, Certified Home Energy Rater (in process of upgrading certification), Certified Lead Risk Assessor, and Certified Building, Plumbing, Mechanical, and Electrical Inspector.

Downpayment Assistance

City of Las Vegas, Neighborhood Services Department has administered a Homebuyer Assistance Program since 1997 and has partnered with the Clark County School District to provide down payment and closing cost assistance or rental assistance to eligible teachers through their Homeownership for Educators program. Neighborhood Services staff coordinates a request for proposal process to obtain the services of a nonprofit partner to administer this program. The Neighborhood Programs Officer reviews sales and purchase documents for compliance and prepares deeds of trust to enforce affordability period.

Redevelopment

Neighborhood Services has been partnering with developers to construct new housing units on vacant properties since 1994. The Development staff has obtained HUD certifications as a Certified HOME Program Specialist for Regulations and Administration and Certified Housing Quality Standards Inspector. An example of recent redevelopment was the HELP Las Vegas Apartment Project. The City of Las Vegas provided land and funding for the development of a three phased project on land that was previously the site of a homeless shelter that was demolished due to flooding and structural problems. Two phases are transitional housing and one is permanent housing and will provide a total of 192 units. This housing project is adjacent to approximately five acres of land that was previously a mobile home park that was purchased by the city for the future development of affordable housing. The City of Las Vegas has developed 672 single and multi family units in the last 24 months.

Demolition

The Emerald Breeze Apartments consisted of 100 units that were described by the community as substandard, drug infested, and crime ridden. In partnership with a developer, the City of Las Vegas is in the process of demolishing all 100 units and replacing them with three new apartment complexes that will provide a total of 161 new units to the community. This demolition and redevelopment activity improves public health and safety by removing the blight from the neighborhood thereby reducing the calls for police

and fire service to the site. The new development activity will promote economic development by creating and maintaining construction jobs and providing additional consumers for neighborhood businesses.

CITY OF NORTH LAS VEGAS

The Office of Housing and Neighborhood Services (OHNS) has well over two decades of providing housing and community service programs using Federal, State and City funds. Staff members hold many years of experience in operating and managing housing programs including members with professional certifications in Housing and Economic Development Finance, Construction and Production Management, Grant Writing, Housing Quality Standards Specialist, and Certified Home Energy Rating. The division's qualified staff consists of one Manager, one Neighborhood Services Coordinators, one Neighborhood Outreach Coordinator, one Senior Management Analyst, two Community Services Analysts, one Engineering Technician, one Planner, one Planning Assistant, one Auditor, one GIS Specialist and a pool of Combination Building Inspectors.

Housing Rehabilitation

The City has rehabilitated 40 single-family homes and over 150 multi-family units through its Housing Rehabilitation Program, Emergency Repair Program, and Housing Development Program. Also, through the City's administration, Rebuilding Together with Christmas in April has completed 37 emergency repair projects and the Urban League has completed 18 emergency repair projects using federal funding. Through these programs, staff members are required to qualify home ownership, ascertain income qualifications, inspect homes and buildings to identify sub-standard conditions, conduct environmental reviews, write work specifications for rehabilitation required, conduct bidding process, resolve owner's concerns during rehabilitation process, track rehabilitation budget, review and approve requests for payment, ensure contractors comply with City requirements, conduct periodic inspections or progressive rehabilitation work, coordinate rehabilitation work with the Building and Safety Division and prepare deeds of trust to secure program assets provided.

Affordable Housing

OHNS has assisted with the construction of well over 400 multi-family units and 20 single-family units servicing households with incomes at or below 80 percent of the area median income. These homes exist throughout the City. Recently, OHNS completed construction of a 272-unit project at the northern outskirts of the city limits utilizing HOME, Low-Income Housing Trust Fund and tax credit dollars. The total development cost of this project exceeded $34 million dollars. Glenbrook Terrace Apartments, developed by Fore Glenbrook LLC, is a shining example of the leveraging of funds between State, Federal and private dollars to create livable, attractive affordable housing.

New construction requires staff members to correctly read proformas, development budgets, correctly identify funding gaps, coordinate and facilitate project agreements with the developer, monitor labor standards including Davis and Section 3, complete environmental reviews, monitor for contract compliance, review requests for payment with supporting payment documentation, review appraisals, perform property inspections, work in conjunction with the Building and Safety Division to assure timely completion and prepare deeds of trust to secure program assets provided to the project.

Homebuyer Assistance Program

OHNS has operated a Homebuyer Assistance Program since 1999, assisting 195 families with obtaining the American dream of homeownership through downpayment and closing cost assistance utilizing HOME

funds. This program provides a deferred payment, zero interest loans for first-time homebuyers, at or below 80 percent of area median income, due upon the conveyance of the property. During the past two years 83 families have been assisted. There are currently over 30 families in the "pipeline" at various stages of the home buying process awaiting assistance.

Staff members are required to be able to prepare contract agreements, verify income, review appraisals, identify eligible costs on HUD 1 statements, complete environmental reviews, review certification of lead based paint risk assessments, review flood plain information, monitor airport hazard zones, perform HQS inspections and prepare deeds of trust to secure program assets provided to the project.

Demolition and Redevelopment

Through its redevelopment project of the Windsor Park neighborhood, an area riddled with soil subsidence, the City has demolished 118 substandard homes and placed each family in new housing within the City of North Las Vegas. Public Works in conjunction with the Building and Safety Division has demolished 107 unsound residential units. Demolition of these unsound structures will allow the City to develop a transit-oriented development for North 5th Street. This plan incorporates urban design principles to promote walking, bicycling and transit use in order to reduce automobile dependency and promote balance between housing and employment locations, creating a neighborhood which will provide the opportunity to live, shop, work and play.

Staff members are required to coordinate and facilitate project agreements with the developer, monitor labor standards including Davis and Section 3, complete environmental reviews, monitor for contract compliance, review requests for payment with supporting payment documentation, review appraisals, perform property inspections, work in conjunction with the Building and Safety Division to assure timely completion and prepare deeds of trust to secure program assets provided to the project.

HENDERSON

The City of Henderson, Neighborhood Services Department (NS) has many years of experience operating housing programs with the use of Federal, State and Redevelopment funds. Currently staff has over 100 years of combined experience operating and managing housing programs. We have rehabbed, bought and sold thousands of homes. In addition we have assisted with the construction of over 3,000 rental apartments for seniors and families. NS has developed and implemented housing programs for rehabilitation since 1983 and operated a down payment assistance program since 1994. In addition, NS has been providing assistance for multi-family development since the year 2000.

NS is staffed by qualified individuals with experience and certifications related to their particular areas of expertise and include: A Housing Programs Coordinator; two Housing Specialists; Weatherization Technician; Senior Redevelopment Project Manager; Grants Coordinator; and an Administrative Assistant. Housing programs developed and operated by NS are directed at those segments of the population showing the greatest need for decent, safe, and sanitary housing and intended to assist as many residents as resources will permit.

Down payment Assistance Program

NS provides zero-interest deferred loan for down payment and closing costs under its First Time Homebuyer Program. This program is for residents below 80% AMI. The program will also loan funds for home repairs. City staff determines eligibility for the loan while monitoring and assisting participants for

successful completion of the program. Down payment assistance was provided for 16 applicants in the past two years.

Housing Rehabilitation

Zero interest deferred payment loans are offered to eligible participants at or below 60% of area median income for needed home repairs. Many of these loans have been up to $60,000 because NS also abates "Lead" if the home was constructed prior to 1978. In addition, home weatherization is offered for very low-income residents to make living environments safer and more energy efficient. Environmental reviews are conducted by NS staff prior to the beginning of projects, as required. Staff members inspect the homes to determine the nature and extent of repairs, complete "scopes of work" for contractors to bid and manage all construction. NS also provides this same rehabilitation assistance to residents between 60-80% AMI as a 3% loan. In the redevelopment areas of Henderson, NS provides rehabilitation assistance to owner occupied homes at 3% regardless of income. NS has rehabbed 632 homes in the past two years.

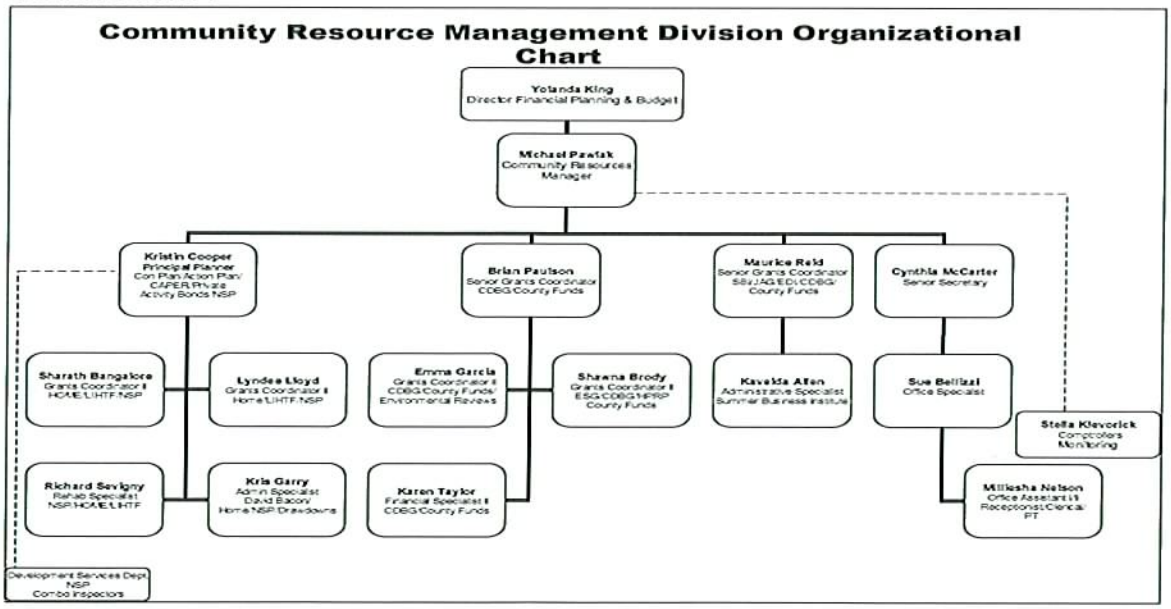
Affordable Housing

The City is committed to providing affordable housing to seniors, the disabled and others who have experienced challenges in finding a suitable living environment. NS has partnered with area nonprofits in acquiring and developing sites for affordable living. NS has assisted with the development of 184 units and assisted with the purchase of land for an additional 165 units of affordable rental housing in the past 2 years.

B. Management Structure

The following are organizational charts and management plans for each jurisdiction within the Consortium identifying the positions needed to effectively operate the NSP2 proposed activities and expend NSP2 funds within the time frame required by this Notice. The corresponding staff for each position is identified along with primary duties and responsibilities.

CLARK COUNTY



Manager – Michael Pawlak, CRMD

- Planning and administration management
- Program design and staffing
- Program oversight

Principal Planner – Kristin Cooper, CRMD

- Substantial Amendment and program planning
- Program design and implementation
- Data analysis
- HUD quarterly and annual reporting
- Assess neighborhood stabilization progress

Grants Coordinator II - Sharath Bangalore, CRMD

- Incorporate Disaster Recovery Grant Reporting System
- Setup NSP grants in SAP
- Process NSP billing
- Program Monitoring

Grants Coordinator II – Lyndee Lloyd, CRMD

- Administer Homebuyer's Assistance Program and Acquisition/Rehab/Resale/Rental Program
- Data collection
- Assist with HUD quarterly reporting
- Program Monitoring

Grants Coordinator II - Richard Sevigny, CRMD

- Assist the Acquisition, Rehab, Resale/Rental program
  - Assist in identification of properties to purchase and determine use
  - Authorize rehab work-ups
  - Review appraisals
  - Monitor rehab process
  - Coordinate with Development Services Inspectors
  - Verify purchase, rehab and resale/rental documents
  - Verify completeness and accuracy of draw down backup
  - Review subrecipients monthly and quarterly reports

Accountant II – Stella Klevorick, Comptrollers Office

- Design financial accounting system in accordance with HUD reporting requirements
- Accounting
- Financial Auditing

Administrative Specialist – Kristine Garry, CRMD

- Process NSP drawdowns
- Davis-Bacon
- Section 3
- OMB Circulars compliance

- Assist with monitoring subrecipients

Combination Inspectors – A pool of inspectors is trained and available from Development Services

- Inspect properties during the selection process for all activities
- Inspect each property prior to rehabilitation
- Assist subrecipients with permitting process
- Intermittent inspections throughout the rehabilitation process
- Final inspections

Grants Coordinator II – Emma Garcia, CRMD

- Complete all environmental reviews
  - Prepare Environmental Review Record, Statutory Worksheet or Environmental Assessment
  - Submit NOI/PROF to HUD
  - Submit request for Release of Funds to HUD

Office Assistants – Milleisha Nelson, Susan Belizzi and Cynthia McCarter, CRMD

- File set-up
- Document filing
- Handle all incoming calls regarding NSP

GIS Sr. Analyst – Sharon Rice, Information Technology/GISMO

- Provide ongoing mapping of foreclosures, notices of default, property sales, etc
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting

GIS Analyst II - Brendan Bouier, Comprehensive Planning

- Provide NSP2 area data and maps
- Assist in data analysis to determine NSP2 progress and provide data for HUD quarterly reporting

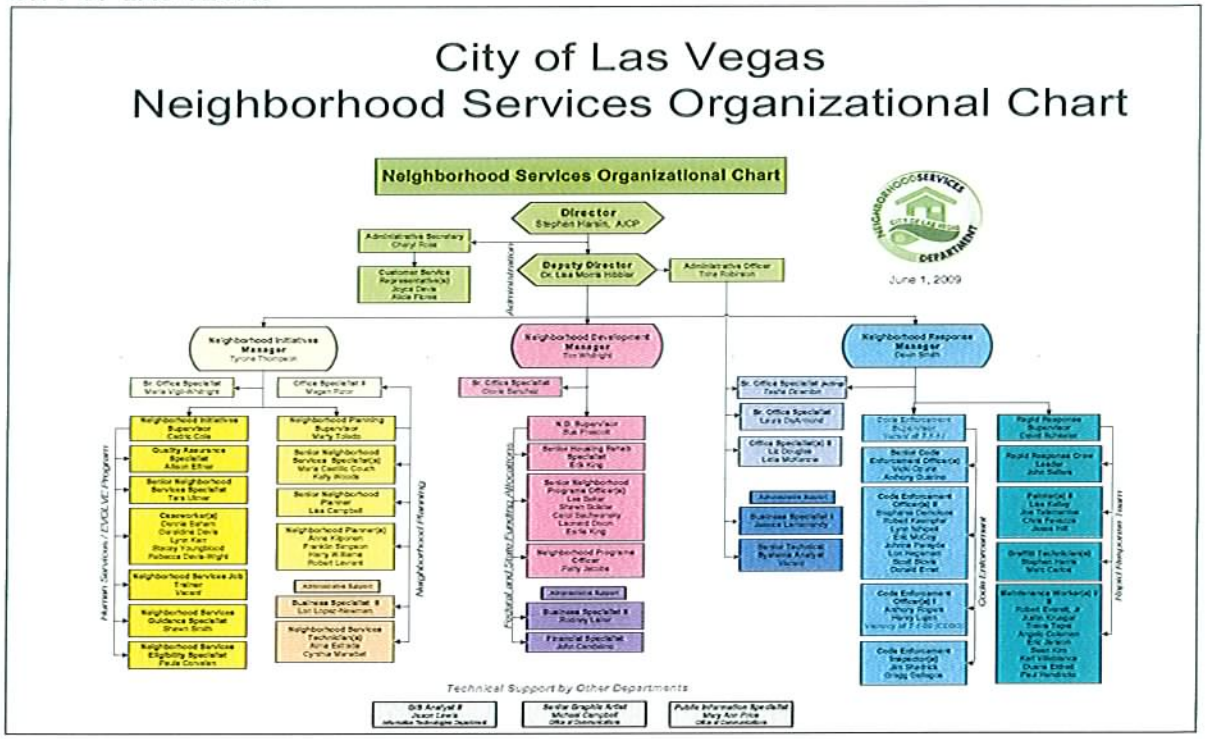
Senior Planner – Daniel Kezar, Comprehensive Planning

- Organize Comprehensive Planning staff to provide statistical and land use information for NSP2
- Provide ongoing statistical and comprehensive planning support as needed for NSP2

Director of Internal Audit – Jeremiah Carroll

- Provide audit oversight of all NSP2 activities to ensure compliance amongst all Consortium members
- Assign staff for ongoing monitoring
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting

CITY OF LAS VEGAS



Manager/Supervisor – Tim Whitright/Sue Prescott, NS/ND
- Planning and administration management
- Program design and staffing
- Program oversight

Senior Neighborhood Programs Officer – Earlie King, NS/ND
- Substantial Amendment and program planning
- Program design and implementation
- Data analysis
- HUD quarterly and annual reporting
- Assess neighborhood stabilization progress

Financial Specialist – John Candalino, NS/ND
- Administer Disaster Recovery Grant Reporting System
- Setup NSP grants in Oracle
- Process NSP invoices
- Accounting
- Financial Auditing
- Process NSP drawdowns

Sr. Neighborhood Programs Officer - Carol Bachwansky, NS/ND
- Administer Homebuyer's Assistance Program
- Data collection
- Assist with HUD quarterly reporting
- Verify purchase, rehab and resale/rental documents

- Review subrecipients monthly and quarterly reports
- File set-up
- Document filing
- Verify completeness and accuracy of draw down backup

Sr. Housing Rehab Specialist/Neighborhood Programs Officer Erik King/Patty Jacobs, NS/ND
- Administer the Acquisition, Rehab, Resale/Rental program
- Assist in identification of properties to purchase and determine use
- Authorize rehab work-ups
- Review appraisals
- Monitor rehab process
- Coordinate with Building and Safety Inspectors
- File set-up
- Document filing
- Verify completeness and accuracy of draw down backup

Senior Neighborhood Programs Officer – Leonard Dixon, NS/ND
- Program Monitoring
- OMB Circulars compliance
- File set-up

Neighborhood Programs Officer - Patty Jacobs, NS/ND
- Inspect properties during the selection process for all activities
- Inspect each property prior to rehabilitation
- Assist subrecipients with permitting process
- Intermittent inspections throughout the rehabilitation process
- Final inspections
- File set-up

Senior Neighborhood Programs Officer/ Senior Housing Rehab Specialist – Shawn Bolster/Erik King, NS/ND
- Complete all environmental reviews
- Prepare Environmental Review Record, Statutory Worksheet or Environmental Assessment
- Submit NOI/PROF to HUD
- Davis-Bacon Compliance
- Section 3 Compliance
- Submit request for Release of Funds to HUD
- File set-up

GIS Analyst II – Jason Lewis, Information Technology
- Provide ongoing mapping of foreclosures, notices of default, property sales, etc
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting

Customer Service Representative – Joyce Davis, NS/Administration
- Handle all incoming calls regarding NSP

Deputy City Attorney – Robert S. Sylvain

• Reviewing NSP 2 contracts and agreements to ensure they are comprehensible, enforceable, and legal as to form

• Reviewing deeds of trust and other security instruments to ensure that NS 2 Program assets and interests are secured and protected

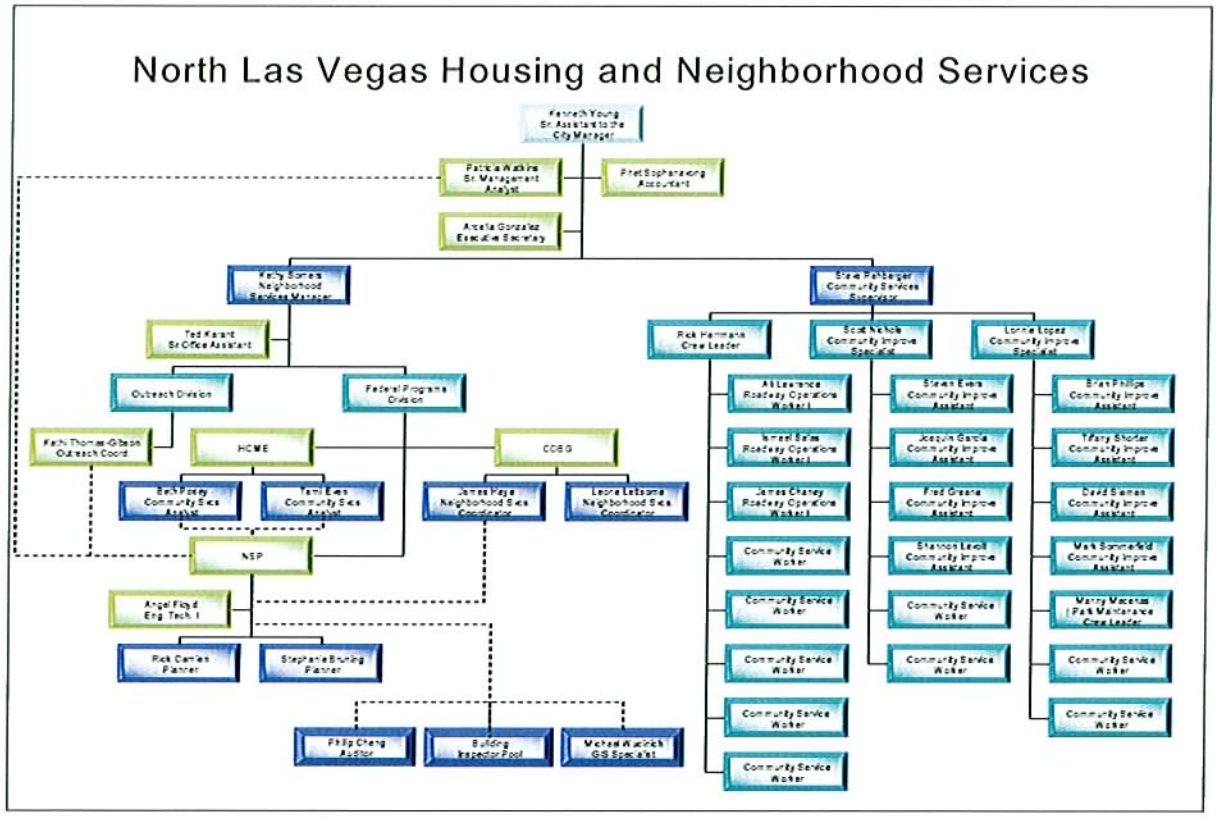
Internal Auditor – Radford Snelding

• In conjunction with the City of Las Vegas Finance Dept., the City Auditor's office will assist in setting up the appropriate internal controls to protect the assets of the NSP2 Program

• Will examine risky areas of program operations and management and provide feedback to program manager on a regular basis

• Will provide audit of all NSP2 activities to ensure compliance and report to lead agency

CITY OF NORTH LAS VEGAS



Manager - Kathy Somers

- Planning and administration management
- Program design, review and staffing
- Program oversight and progress review

Community Services Analyst – Beth Posey

- Program design and implementation
- Administer Homebuyer's Assistance Program
- Review Appraisals

- Monitor subrecipients

Community Services Analyst - Tami Even
- Review and authorize rehab work-ups

Neighborhood Outreach Coordinator – Kathi Thomas-Gibson
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting
- Assist with data collection, cleaning and analysis
    - HUD quarterly reporting
    - Assessing neighborhood stabilization progress
    - Continuous reassessment of neighborhood focus
- Work with neighborhood leaders to implement programs that support stabilization focus

Senior Management Analyst – Patricia Watkins
- Setup NSP grants in Oracle
- Process NSP/ARRA draw downs
- Provide monthly and quarterly reports
- Accounting
- Financial auditing

Neighborhood Services Coordinator – James Hayes
- Davis Bacon Compliance

Pool of Combination Inspectors - assigned from Public Works
- Inspect all properties during the selection process
- Inspect each property prior to rehabilitation
- Assist subrecipients with permitting process
- Intermittent inspections throughout the rehabilitation process
- Final inspections

Planner – Rick Damian, assigned from Planning and Zoning Department
- Administer the Purchase, Rehab, Resale/Rental program
    - Identify properties to purchase and determine use
    - Review and Authorize rehab work-ups
    - Review Appraisals
    - Facilitate rehab process
    - Coordinate with Public Works' Inspectors
    - Verify all purchase, rehab and resale/rental documents
    - Verify completeness and accuracy of draw down backup
    - Review subrecipient's monthly and quarterly reports
    - Assist with Davis Bacon Compliance
- Monitor Subrecipients

Planner – Stephanie Bruning, assigned from Planning and Zoning Department
- Complete all environmental reviews

- Prepare Environmental Review Record, Statutory Worksheet or Environmental Assessment
- Submit NOI/PROF to HUD
- Submit request for Release of Funds to HUD

- Assist with the NSP homebuyer's assistance program
- OMB Circulars compliance
- Assist with monitoring subrecipients

Technician – Angel Floyd, assigned from Public Works

- File set-up
- Document filing
- Handle all incoming calls regarding NSP and ARRA
- Assist with data collection and data cleaning

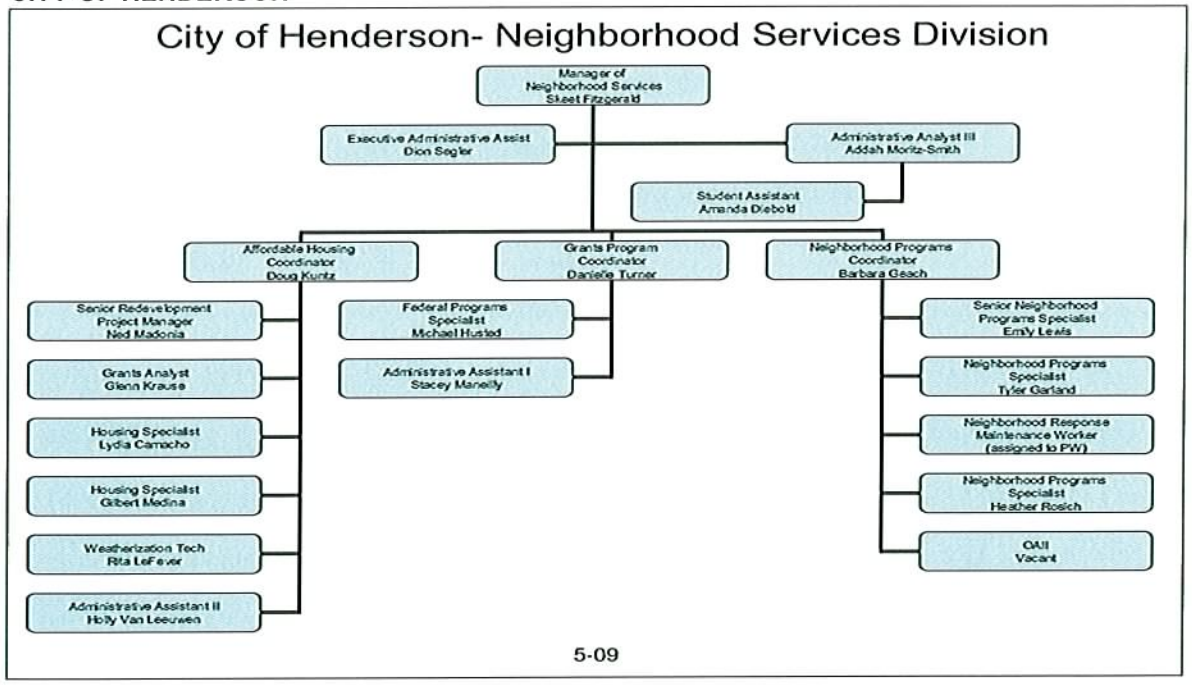
GIS Technician – Michael Wucinich, Information Technology Department

- Provide ongoing mapping of foreclosures, notices of default, property sales, etc
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting

Internal City Auditor – Phillip Cheng

- Provide audit of all NSP2 activities to ensure compliance
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting
- Ensure programmatic and fiscal accountability standards met and exceeded
- Additional staff person from Finance (TBD) assigned to assist with audit function as needed

CITY OF HENDERSON



Affordable Housing Coordinator - Douglas F. Kuntz

- Planning and administration management

- Program design, review and staffing
- Program oversight
- Assess progress

Senior RDA Project Manager - Ned A. Madonia

- HUD quarterly and annual reporting
- Administer homebuyer program
- Administer acquisition, rehab and resale program
- Administer acquisition, rehab, and rent program
- Monitor subrecipients

Grants Specialist - Glenn Krause

- Assist with monitoring subrecipients
- Assist with HUD reporting
- Assist with all NSP programs
- Process Environmental Reviews
- Davis-Bacon compliance

Housing Specialist - Lydia Camacho

- Assist with NSP programs
- Provides or reviews rehab scope of work
- Monitors rehab process

Housing Specialist - Gilbert Medina

- Assist with NSP programs
- Provides or reviews rehab scope of work
- Monitors rehab process
- Ensures rehabbed homes meet "Home Performance for Warm Climates"

Weatherization Tech - Rita LeFever

- Ensures rehabbed homes meet "Home Performance for Warm Climates"

Administrative Analyst III - Addah Moritz-Smith

- Design financial system to meet HUD requirements
- Accounting
- Auditing

Internal Auditor - Polly Sheesley

- Provide audit of all NSP2 activities to ensure compliance, report to lead agency
- Assist in data analysis to determine NSP progress and provide data for HUD quarterly reporting

Holly Van Leeuwen, Administrative Assistant II

- File set-up
- Handles incoming calls

SOUTHERN NEVADA NSP2 CONSORTIUM REFERENCES

Consortium:
Jeff Ogden
Vice President, Community Impact and Resource Development
United Way of Southern Nevada
1660 E. Flamingo Road Las Vegas NV 89119
Phone: (702) 892-2306
Email: jeffo@uwsn.org

Clark County:
Michael Mullin
Founder and President
Nevada H.A.N.D.
295 E. Warm Springs Road, Suite 101
Las Vegas, NV 89119
Phone: (702) 739-3345
Email: mtmullin@nevadahand.org

City of Las Vegas:
Frank Hawkins, Jr.
Executive Director
Community Development Programs Center of Nevada
2009 Alta Drive
Las Vegas, 89106
Phone: (702) 873-8882 Ext. 112
Email: FrankH@CDPCN.com

City of North Las Vegas:
Michele Johnson
President/CEO
Consumer Credit Counseling Service
2650 South Jones Blvd
Las Vegas NV 89146
Phone: (702) 364-0344
Email: michele@cccsnevada.org

Henderson:
Stephen Vander Schaaf
President/CEO
Accessible Space, Inc.
2550 University Avenue, Suite 330N
St. Paul, MN 55114
Phone: (651) 645-7271
Email: svanderschaff@accessiblespace.org

Factor 3: Soundness of Approach

The Consortium seeks to develop communities in Southern Nevada that include decent housing, a suitable living environment and expanded economic opportunities for residents and has done so through the management of several federal and state housing programs such as CDBG, LIHTF, HOME, SNPLMA, ESG, and State of Nevada private activity bonds. These resources are used to increase the supply of affordable housing through the construction and rehabilitation of multifamily as well as single family housing. Funds are also used to help our nonprofit partner agencies as well as other housing authorities and other housing developers. NSP2 activities and funding will build upon and work alongside these existing community development efforts as well as the implementation of NSP1 activities, which is currently underway. NSP2 encompasses a deeper targeting and focus on neighborhoods where the maximum amount of positive impact can be made within the parameters and requirements of the Notice.

Through NSP2 funding, the Consortium will undertake housing and community development activities designed to arrest the decline of home values and loss of home equity as well as reduce the number of vacant units thereby stabilizing the neighborhoods in our target areas. Our efforts will assist targeted geographies to more closely follow regional trends putting an end to the relative disadvantage currently experienced by those communities. In addition, these efforts will lead to higher median market values, a lower percentage of real-estate owned properties, fewer investor-owned properties, and increased absorption rates with fewer months of inventory within the NSP2 targeted geographies. Even with future stabilization of the national housing market and overall economic recovery that will eventually reach Southern Nevada, the housing markets within each target area selected for NSP2 activities will not recover quickly on their own and NSP2 funding will significantly support the concerted efforts of the Consortium to restore the wealth, health, and safety of these neighborhoods.

The Consortium has selected a series of interventions and activities designed to propel the targeted areas past the significant barriers to full economic recovery brought on by the foreclosure crisis. The investment in home ownership counseling; homebuyer assistance; acquisition with rehabilitation and redevelopment are key components of our program. Minimal demolition of blighted properties requiring too extensive amounts of rehabilitation will contribute to the revitalization of neighborhoods comprised of older housing stock. These activities are consistent with major inter-jurisdictional planning documents and municipal-specific planning and development principals of safe, livable communities; well-planned, quality growth; pivotal development and redevelopment; economic development; community relationships and pride; and sound fiscal management. The past has shown that a stable housing market forms the foundation for a solid local economy and a key catalyst for bringing additional investment. These proposed activities will stabilize several areas of the housing market for a diverse range of incomes.

Current data indicates that the recent economic downturn in Southern Nevada will rank among the most severe in modern history and the continued effects of foreclosures will create continued strain on our local economy. Although it is difficult to determine when full economic recovery will occur on a regional level here in Southern Nevada, the Consortium believes that we can achieve rapid results and positive impact in our target area within the 36 month NPS2 time frame by concentrating resources at the neighborhood level.

A. Proposed Activities and Uses of Funds

The Consortium requests a total funding allocation in the amount of **$367,298,000** in order to successfully implement the NSP2 program in our target areas and contribute to significant and measurable neighborhood stabilization. The Consortium's funding request by proposed activity is summarized in the table below. Using NSP2 funds we estimate to be able to return 4,204 units of foreclosed, abandoned or blighted properties in the targeted neighborhoods to productive use and eliminate or mitigate their negative effects on the stability of these communities.

NSP Category	Proposed Activity	CDBG Ent. Regulation	Responsible Entity	Income Targeting	Proposed Amount	Percent of Total Request
A	Homebuyer Assistance Program	24 CFR 570.201(n)	Consortium & Subrecipients	up to 120% AMI	$25,900,000	7.0%
B	Acquisition & Rehab for Resale	24 CFR 570.201(a) & 570.202 & 570.208(a)(2)	Consortium & subrecipients	Up to 120% AMI	$100,100,000	27.2%
B	Acquisition & Rehab for Rental	24 CFR 570.201(a) & 570.202	Consortium & subrecipients	Up to 120% AMI	$133,320,000	36.3%
D	Demolition of blighted Structures	24 CFR 570.201(d)	Consortium	N/A	$6,500,000	1.8%
E	Redevelopment	24 CFR 570.201	Consortium & subrecipients	up to 120% AMI	$83,940,000	22.9%
N/A	Administration	24 CFR 570.205 & 570.206	Consortium	N/A	$17,538,000	4.8%
TOTAL					**$367,298,000**	100%

The Consortium proposes to use NSP2 funds as described in the following Activity descriptions. The Consortium reserves the right to shift funding from one activity to another and from one agency to another as additional areas of greatest needs are identified, and according to availability of suitable properties, agency capacity, project readiness, and ability to meet the timeliness requirements of NSP2. Such shifting of funds from one activity to another shall not be considered a substantial amendment to the Action Plan but will be considered critical management decisions necessary to successfully implement the NSP2 program within the required time frame.

ACTIVITY 1- NSP2 Homebuyer Assistance Program (HAP)

The purpose of the program is to enable low-and middle-income households to quickly purchase and occupy foreclosed single-family homes before the effects of vacancy, vandalism and blight become acute. Through the provision of a broad range of financial assistance and incentives, new homebuyers will

purchase and occupy foreclosed properties that meet the Consortium's housing standards in designated census tracts. The target purchaser population would be FHA or other credit worthy borrowers. This program will also be used to assist homebuyers to purchase homes that have been acquired and rehabilitated through Activity 2.

This program will be operated through selected participating nonprofit subrecipients using pre-approved lenders offering FHA or conventional fixed-rate mortgages. Homebuyer Assistance loans of up to $50,000 in direct NSP2 assistance will be available for downpayment assistance, closing costs, interest rate buy down, principal reduction and/or necessary rehabilitation (up to $25,000 reimbursement of actual rehabilitation hard and soft costs). These activities will serve eligible 120% AMI or below households to assist them in becoming homeowners. All homebuyers will be required to:

- Have a total gross household income at or below the 120% AMI, adjusted for family size
- Occupy the home as a principal residence for duration of affordability period (up to 15 years depending on the amount of assistance provided)
- Qualify for a first mortgage through a pre-approved lender using FHA or conventional fixed rate mortgage financing
- Complete an eight hour homebuyer training program through a HUD-certified agency
- Accept specific deed restrictions for continued affordability, including repayment of the loan upon sale, transfer of title, refinancing of the first mortgage, or leasing of the property.
- Homebuyer must contribute a minimum of 25% but no more than 30% of gross monthly income toward mortgage payment

Homebuyer Assistance will be in the form of a conditional second mortgage loan secured by a deed of trust. The maximum amount is anticipated to not exceed $50,000; however, this determination will be made based on market conditions at the time of program implementation. NSP2 funds will be recaptured upon sale, transfer or change of ownership of the assisted property. Specific loan requirements may vary depending on the type of first mortgage financing available in the marketplace for low- and middle-income households. NSP2 assisted properties will be required to meet the "continued affordability" requirements established by the Consortium for the NSP2 Program. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing. A recapture provision and repayment schedule will be established to require thresholds of affordability based upon the amount of assistance provided.

The NSP2 Consortium may also, based on market conditions, elect to provide a Lease-To-Own Program. This program would assist qualified households earning up to 120% AMI with credit problems that prevent them from securing a mortgage. An individual or family would be able to lease a home for up to 4 years while they correct their personal finances. This will allow families to qualify for a loan to purchase the home at a price equal to or less than the cost to acquire and rehabilitate the home including sales and closing costs.

Using down payment assistance will allow the Consortium to leverage NSP2 funds with first-mortgage monies to initially assist approximately 595 households within our target areas by the end of three years following the execution of the grant agreement.

ACTIVITY 2 – NSP2 Acquisition, Rehabilitation of Single-Family Housing for Resale

The purpose of the program is to acquire and rehabilitate foreclosed and abandoned homes in targeted areas and resell them to program-eligible owner-occupants. Using NSP2 funds (and other lines of credit as available) nonprofit agency subrecipients selected by the Consortium through a Notice of Funding Availability (NOFA) would purchase foreclosed or abandoned homes and rehabilitate them to Consortium's housing standards. Homes may be purchased individually or through a bulk sale. Upon completion of rehabilitation, homes would be marketed to eligible buyers. This activity will provide affordable homeownership opportunities for households earning less than 120% AMI while simultaneously repairing damaged property, improving the aesthetic appeal of our target neighborhoods, modernizing older housing stock, and increasing the energy efficiency of homes.

To implement this activity, the Consortium will provide funds for one or more developers to acquire and rehabilitate abandoned, vacant or foreclosed upon homes in target area census tracts. All properties acquired under this activity must meet the required purchase discount of 1% less than current market appraised value, and the discounted price shall be supported by an appraisal within 60 days of the final offer being made by developer or subrecipient. The Consortium will provide funds for the acquisition, rehabilitation and redevelopment of the homes to include related eligible development and activity delivery costs, sales and closing costs, rehabilitation costs, carrying costs, and reasonable developers' fees.

All potential NSP2 properties will be subject to environmental review/assessment by the appropriate jurisdiction prior to acquisition in order to ensure no negative impacts on the surrounding environment as well as to ensure that the property is safe for development per 24 CFR 92.352. NSP2 properties are also subject to Lead-Based Paint Regulations found at 24 CFR 35 and 24 CFR Section 570.608. The use of lead-based paint is prohibited. For all properties constructed prior to 1978, an inspection and assessment for lead based paint hazards will be conducted and all purchasers of properties constructed prior to 1978 will be notified of the hazards of lead based paint poisoning. If found, abatement of hazards shall be completed in compliance with 24 CFR 35.1325. Rehabilitation must also be in compliance with asbestos inspections and surveys as required by National Emissions Standards for Hazardous Air Pollutant and OSHA. All iron, steel and manufactured goods used in the project must be produced in the United States as required by this Notice.

The developer will then sell each home to an eligible buyer and it is anticipated that the majority of new purchasers will be provided with homebuyer assistance and financing mechanisms as described in Activity 1. NSP2 assisted properties will be required to meet the continued affordability requirements established by the Consortium for the NSP2 Program. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing. Funds repaid by the developer from sale proceeds will be treated as program income according to the terms of the Notice and used to fund additional NSP2 activities. **Use of funds for this program will allow the Consortium to acquire and rehabilitate approximately 1,592 single-family homes within our target areas by the end of three years following the execution of the grant agreement.**

As an alternative to sale, the Consortium may authorize the home to be transferred to the rental program described in Activity 3. The continued affordability requirements of NSP2 assisted rental properties will be in accordance with the HOME Program standards at 24 CFR 92.252 (a), (c), (e) and (f).

As a delivery cost of service in order to effectively implement this Activity, The Consortium will also grant funds to qualified, HUD Certified Housing Counseling Agencies that will facilitate NSP2 housing counseling based upon an RFQ process. In order to identify households at 120% AMI and below that will qualify for homeownership under traditional mortgage guidelines, on average it is necessary to provide homeownership counseling to approximately 10 people/households in order to identify 1 eligible homebuyer. The households receiving this housing counseling will include homeowners planning to participate in any of the NSP2 programs for homeownership. These households will receive a minimum of eight hours of counseling in order to qualify for participation in the NSP2 program.

ACTIVITY 3 – NSP2 Acquisition and Rehabilitation for Rental Housing

The purpose of this program is to purchase and rehabilitate foreclosed or abandoned rental housing to benefit households up to 120% AMI, particularly focusing on those at or below 50% AMI. The Consortium would use NSP2 funds to assist a selected subrecipient or group of subrecipients to strategically purchase and rehabilitate foreclosed or abandoned rental properties in eligible target communities to add to the available stock of affordable rental housing. The Consortium funding assistance would be in the form of a grant and/or subordinated mortgage to the subrecipient to include purchase price, closing costs, minor rehab costs, carrying costs and project delivery costs directly attributable to a specific address. The Consortium would, whenever practical, leverage these investments with other sources of financing. This activity will primarily benefit households at or below 50% AMI. Agreements and deed restrictions would be recorded to ensure long-term affordability (minimum per HOME Program requirements). Rehabilitation will follow wage-rate requirements in compliance with the Davis-Bacon Act on properties with a minimum of eight housing units.

Selected subrecipients will own, operate, and manage these NSP2 properties. The tenure of the beneficiaries will be rental and individual leases must be for at least one year. As currently interpreted, NSP2 considers rental revenue in excess of the cost of operating and maintaining the unit to be program income and must be returned to the Consortium. All properties acquired under this activity must meet the required purchase discount of 1% less than current market appraised value. As program income is received from other NSP2 activities, neighborhood stabilization through rental activity may be expanded as funds permit.

Through this activity, the Consortium expects to acquire and provide minor rehabilitation to 819 units of rental housing for households within our target areas by the end of three years following the execution of the grant agreement.

ACTIVITY 4 - Demolition of Blighted Structures

The properties demolished with these funds will be blighted structures, some of which may be previously foreclosed upon homes. Activities under this part are intended to support and supplement other NSP2 neighborhood revitalization efforts by allowing the Consortium to demolish individual properties that may be too distressed to make rehabilitation economically feasible. Prior to approving any property for demolition, the Consortium will identify the specific plan for re-use of the property, indicating whether it will be for residential housing or public facility/improvement, and will identify the source of funds to accomplish the plan for redevelopment. This activity is not intended as Land Banking and information related to demolition and redevelopment will be reported to HUD and citizens via prominent posting on the Consortium's public

websites. Demolition activities will follow residential anti-displacement and relocation practices as required however we anticipate all NSP2 demolished properties to be vacant.

Any demolished properties purchased with NSP2 funds via another NSP2 activity will meet all of the required provisions of those sections with regards to NSP2 minimum discount requirements and continued affordability. While these funds will not provide a direct benefit to households at or below 120% AMI, the blight removal is expected to provide benefits to our target geographies such as the stabilization of property values and future increase in value of adjacent property. Subsequent housing development on these sites utilizing NSP2 funds will then follow all other NSP2 requirements. **Through this activity, the Consortium expects to demolish 650 units of housing within our target areas by the end of three years following the execution of the grant agreement.**

ACTIVITY 5- Redevelopment

This activity will provide for the redevelopment of existing vacant property within NSP2 target areas or properties that were demolished under Activity 4. These sites may be redeveloped either as new construction of housing (for rental or homeownership as appropriate for area revitalization) or as public facilities. A potential public facility being considered by the Consortium for this activity includes a transitional and supportive housing facility for homeless youth.

The Consortium anticipates participation with partner agencies as subrecipients as well as collaboration with other regional offices such as the Southern Nevada Regional Planning Coalition's Office of the Regional Homeless Coordinator as appropriate for the implementation of redevelopment projects. This activity is not intended as Land Banking. Demolished or vacant sites are generally the target of criminal activity and bring property values down in the surrounding neighborhood. The redevelopment of these sites as either new housing units or some other public facility will help stabilize property values, possibly even increasing property values for those homes closest to the redevelopment sites as well as provide much needed services to targeted and special needs populations without our communities. It is anticipated that redevelopment projects will serve a diverse mix of income levels however any properties redeveloped as residential housing with NSP2 funds will meet the continued affordability requirements established by the Consortium for the NSP2 Program. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing or, for rental housing, in accordance with the HOME Program standards at 24 CFR 92.252 (a), (c), (e) and (f). Rehabilitation will follow wage-rate requirements in compliance with the Davis-Bacon Act on properties with a minimum of eight housing units. **Through this activity, the Consortium expects to redevelop 548 units of housing within our target areas within three years.**

ACTIVITY 6 - Administration

This activity will provide general administration and planning activities for all jurisdictions involved in the Consortium to effectively carry out NSP2 activities. Requested funds will cover administration costs including contribution to a housing counseling and marketing pool, general management, oversight and coordination, as well as the employment of professional services. Administration costs will not exceed 10% of total NSP2 funding as required by the Notice, and the Consortium has allocated 4.8% of our total funding allocation towards this use.

B. Program Completion Schedule

ANTICIPATED SCHEDULE, MILESTONES & CRITICAL MANGEMENT DECISIONS

Activity	Monthly	Quarterly	Semi-Annual	Year-End (1)	Year-End (2)	Year-End (3)
Overall NSP2 Program	HUD Reporting through DRGR and posted to websites	Consortium meeting represented by all member jurisdictions	Internal Audit – report to Lead Agency	Program review and gap analysis	Program review and gap analysis	Program review and evaluation
	Demographic and foreclosure data analysis	Review of market analysis metrics		20% of total funds expended	50% of total funds expended	100% of total funds expended
	Individual Activity results analysis	Individual Activity results analysis		Adjust spending levels as needed for Year 2	Adjust spending levels as needed for Year 3	
Homebuyer Assistance Program	Monitor outreach efforts and networks	NOFA issued within Q1	Subrecipients selected	Program evaluations issued to partners	Program evaluations issued to partners	Program evaluations issued to partners
Acquisition, Rehab and Resale	Monitor number of new and active foreclosures	NOFA issues within Q1	Subrecipients selected – preferred partners identified	Complete 20% of housing unit goals	Complete 50% of housing unit goals	Complete 100% of housing unit goals
Acquisition, Rehab and Rental		NOFA issued within Q1	Subrecipients selected	Complete 20% of housing unit goals	Complete 50% of housing unit goals	Complete 100% of housing unit goals
Demolition		Review sites with code-enforcement staff		Determine sites to be demolished		
Redevelopment		Explore site feasibility and potential projects		Determine site(s) to be redeveloped– Issue NOFA as needed	Complete 50% of redevelopment projects	Complete redevelopment
Administration	Assign all team duties and tasks	Seek professional services as needed	Hire additional internal staff as needed for implementation	Employee performance reviews by management	Employee performance reviews by management	Plan for grant close-out

EXPECTED OUTCOMES, METRICS and RESULTS

Impact	*Performance*	*Evaluation*	
Desired Outcomes	**Metrics**	**Frequency**	**Performance**
Serve target population of the program with sufficient outreach	- Number of households identified at or below 50%, 80% and 120% AMI	Monthly	Baseline
Create appropriate pool of potential homeowners	- Number of qualified low and middle-income households that attend homebuyer counseling	Monthly	Increase over time
Reduce vacant and abandoned housing stock	- Number of foreclosed and abandoned housing units acquired	Monthly	Increase over time
Improve the quality of housing health and safety	- Number of foreclosed and abandoned housing units rehabilitated	Monthly	Increase over time
Increase homeownership	- Number of low and middle-income households assisted to purchase and occupy foreclosed or vacant properties	Monthly	Increase over time
Protect homeowner equity and stop foreclosure cycle	- Number of new LMMI households that purchase a home using FHA or traditional 30-yr fixed mortgage	Monthly	Increase over time
Removal of blight and nuisance	- Number of blighted structures demolished	Quarterly	Maximum possible with funding allocation
Redevelop vacant or abandoned property as housing or public service facility	- Number of units constructed through redevelopment	Quarterly	Maximum possible with funding allocation
Reduce months of available housing inventory - Increase absorption & close gap between target area/region	- Amount of total inventory and effective total inventory (months)	Quarterly	Decrease over time
Increase energy efficiency and increase disposable income for homeowner	- Estimated housing utility costs	Quarterly	Decrease as a % of total
Effectively leverage 1st mortgage funds from other sources	- Total value of loans made to households that purchased and occupied vacant properties	Quarterly	Increase over time
Stabilize property values over time	- Median market value of properties within target area	Quarterly	Increase over time
Stabilize local economy	- Tenure of beneficiaries	Annually	Increase over time
Stimulate private investment in order to encourage other families to move into the area	- Total population of target area and school enrollment	Annually	Increase over time

C. Income Targeting

As referenced in Activity descriptions, all NSP2 funds will be targeted to populations whose incomes do not exceed 120% of area median income (AMI), and a minimum of 25 percent of the funding will be targeted to populations earning 50% AMI or less. Outreach and marketing efforts will ensure that households between 50% AMI and 120% AMI receive linguistically and culturally appropriate information about the availability of the programs within their community. The Consortium will work cooperatively with service providers currently serving clientele within this income range to ensure information is distributed to clients. Agencies such as United Way and HELP of Southern Nevada will support efforts to engage the agencies with whom they are affiliated, or for whom they act as the fiscal agent, to disseminate information to potentially eligible households.

D. Continued Affordability

Proposed activities will ensure long term feasibility as well as continued affordability to the maximum extent feasible for individuals and families whose incomes do not exceed 120% AMI, or for units originally assisted with funds under the requirements of HERA, section 2301(f)(3)(A)(ii) remain affordable to those whose incomes do not exceed 50% AMI. Affordability for homebuyer assistance will be achieved through deeds of trust on recoverable loans. Rental properties will remain affordable in perpetuity. The Consortium will ensure affordability for acquired property via deed restrictions and affordable rents will follow the HOME program standards at 24 CFR 92.252 (a), (c), (e), and (f). Namely, the maximum rents will be the lesser of the fair market rent and up to 30% of the adjusted income of a family earning 65% of AMI, with adjustments for the number of bedrooms in the unit, less a utility allowance. Affordable rents for units designated for households with incomes below 50% of AMI will be no more than 30% of 50% of AMI, adjusted for unit size. Such rents may be increased annually after HUD updates fair market rents and median incomes.

In addition to these affordability standards, the Consortium will incorporate additional elements to our NSP2 program in order to best meet the financial needs of homeowners in our target geographic areas by destabilizing influences associated with predatory lending, sub-standard appraisal methods, and mitigating the negative effects of obsolete energy efficiency standards. These practices will contribute to the long-term financial stability as well as healthy and safety of our residents. These practices include:

- Required 8 hours of homebuyer counseling for consumer participation
- RFQ process for licensed appraisers with market analysis expertise
- RFQ for preferred lenders – all consumer mortgages must be traditional, 30-year fixed-rate
- RFQ for preferred real estate brokers
- Home performance standards for construction and rehabilitation that emphasize energy efficiency that will result in property owner cost-savings over time

E. Consultation, Outreach, Communications

In order to ensure transparency, Consortium representatives currently engage in and will continue to engage in a bi-weekly conference call with the State of Nevada Governor's NSP Task Force which includes industry leaders and experts to ensure issues of continued affordability are incorporated within our NSP2 program as the market and needs of targeted communities evolve over the next three years. All activity

reports submitted to HUD as described in section F as well as subsequent releases of communication related to NOFA, Letters of Intent, RFPs or RFQs, proposed use of funds, and target area maps will be posted on Clark County's (Consortium lead agency) website through the Finance Department, Community Resources Management Division weblink:
http://www.accessclarkcounty.com/depts/Finance/crm/Pages/CommunityResourcesManagementDivision.aspx

The Consortium has developed a NSP2 marketing strategy and outreach plan in order to increase awareness of the program, disseminate information, identify our target audience and create opportunities for program participation. The plan is designed to ensure outreach efforts are inclusive of seniors, those with disabilities and limited English proficiency, capitalize on existing affiliations/partnerships, provide an avenue to gather and process complaints within 15 working days, and ensure all marketing efforts are affirmative. Outreach and continuous communication plans amongst each Jurisdiction will be monitored internally on a monthly basis, and the Consortium will also monitor the marketing efforts of subrecipients to evaluate effectiveness. We expect that subrecipients will have the capacity to ensure appropriate marketing to ensure qualified families are available as NSP2 units become available, and this area of capacity will be a scoring mechanism to determine selection. In particular, the Consortium and selected subrecipients expect to focus our outreach to local organizations that comprise key target markets such as school boards, public safety coalitions, and human resources departments at key local employment firms.

INTERNET

In Southern Nevada, approximately 76.8% of households have Internet access and the Internet will be a powerful communications and outreach tool for the Consortium's NSP2 program. Clark County participates in social media outlets Twitter and Facebook and also has the capability to handle streaming video, web casts and pod casts on its existing website. Clark County as lead agency will also explore the capacity and cost-effectiveness of existing technology and/or additional technology needed in order to create a centralized and dedicated website that will make information related to NSP2 activities accessible by citizens and other parties. This site will be related to all activities authorized by the American Recovery and Reinvestment Act and would therefore include information related to the NSP2 program to include program policies, progress and results. E-newsletters such as the City of Las Vegas "Net News" and Clark County's "Sandstone Online" provide an additional web source of continuous communications.

MEDIA

Media resources (both free and purchased) provide an effective outlet of communication with regards to the NSP2 program and its impact as well as general information regarding the foreclosures crisis within our region. Information about NSP2 will be released to the general news media as well as specialized outlets for non-English proficient residents such as Univision, Telemundo, El Tiempo Libre and El Mundo. Local television and radio stations run public service announcements (PSA) at no cost to the County and there are two government access cable channels (Channels 2 and 4) on which to air PSAs as well as bulletin board-style information feeds on the channels' community calendars. Purchased airtime on other channels for PSAs will magnify exposure and printed public notice of funds availability will be purchased in the daily major newspaper. Other ideas that the Consortium will explore include video documentation of an acquisition/rehabilitation project utilizing NSP2 funds that will highlight our partnership with nonprofit subrecipients as well as a consumer "success story" that could be posted on our website and/or picked up by local media news sources.

PUBLIC PARTICIPATION

As local government agencies, the Consortium currently acts and will continue to engage in public participation opportunities to ensure that our program activities are responsive to residents and that the Consortium collectively creates solutions to our community challenges. Elected officials and their district community liaisons will be invited to provide insights related to NSP2 implementation as well as to educate Consortium staff on the needs of their neighborhoods. Public participation and education opportunities for NSP2 will include scheduled public hearings, workshops in community centers located within target areas, Electoral Ward Town Hall Meetings, Neighborhood Services Outreach monthly community meetings, NA/HOA registry communiqués, Community Services Block Watch/ Crime Prevention quarterly meetings, quarterly newsletters, and outreach via faith-based groups. Printed flyers/brochures will be created for dissemination at government facilities, recreation centers, senior centers, libraries, neighborhood associations, and nonprofit partner agencies. Complaints received within each jurisdiction through written or verbal sources will be responded to within 15 working days whenever practicable. The Consortium will explore the feasibility of a dedicated toll-free hotline in order to field citizen comments or questions about the NSP2 program and activities.

AFFIRMATIVE MARKETING

The Consortium will ensure affirmative marketing initiates are implemented by each jurisdiction member as well as nonprofit subrecipients in order to carry out NSP2 activities with access for persons with disabilities, language assistance services to persons with limited English proficiency (on the basis on national origin), and greater housing choice or mobility for persons as protected by the Fair Housing Act. Affirmative marketing will ensure the provision of program-related information in order to inform and attract eligible persons in the housing market to the housing program without regard to race, color, national origin, sex, religion, familial status or disability.

F. Performance Monitoring and Audit

MONITORING AND HUD REPORTING

The Consortium will follow regular monitoring and reporting as required with CDBG in accordance with 24 CFR 570.502(a)). Each member jurisdiction will report to Clark County as lead agency and the lead agency will report to HUD on behalf of the Consortium using the Disaster Recovery Grant Reporting (DRGR) system. All reports will be posted on the public websites of all four jurisdiction Consortium members after submittal. The reporting schedule will follow the monthly and quarterly performance requirements of the Notice:

- Quarterly performance reports beginning 10 days after the completion of the first full calendar quarter after grant award.
- Monthly reports related to NSP2 obligations and expenditures at the end of the 21st month, continuing until reporting total expenditures are equal to or greater than half the total grant
- Monthly reports will again be submitted from the 33rd month until all funds expended or 36 month deadline reached

The detail contained within these reports will include uses of funds with project name, activity, location, national objective, funds budgeted and expended, funding source and total amount of any non-NSP funds also expended for the purposes of the activity, members of properties and housing units, beginning and ending dates of activities, and numbers of low to middle income individuals or households benefiting from

the reported NSP2 activity. The address, appraised value, purchase offer amount, and discount amount of each property purchased with NSP2 funding will be documented in the Consortium's program records as well as addresses recorded in DRGR. In addition, the Consortium will report all subrecipient grantees with amount awarded, information on the award, location of subrecipient, a unique identifier, and all other information as specified by OMB. The Consortium will maintain records and report annually to HUD the race and ethnicity of persons receiving services funded by NSP2 on form HUD-27061.

INTERNAL AUDIT

Each jurisdiction within the Consortium will have an internal audit function, and will provide regular reporting related to NSP2 activities to Clark County as lead agency of the Consortium. The purpose of the internal audit function is to identify programmatic quality assurance and quality control of NSP2 activities in addition to the financial performance monitoring and regular reporting provided to HUD through DRGR. This internal audit function will continually examine potentially risky areas of program operations and management and provide regular feedback to NSP2 program managers. This feedback is to include identification of risky management practices and missing or ineffective internal controls, areas that are not in compliance with program requirements, and ineffective implementation of established policies. Internal auditors from each jurisdiction within the Consortium will provide a copy of their reports to the lead agency (Clark County) internal auditor within 10 business days of audit completion. A regular reporting schedule will be implemented at the execution of the NSP2 grant agreement with the first review period occurring six months after receipt of funding and continuing every six months throughout the duration of the 36 month grant period. The internal auditor responsible for each jurisdiction's monitoring and subsequent reporting to lead agency is identified by name and title in each jurisdiction's management plan (see Factor 2). Consortium member funding agreements to be executed no later than December 1, 2009 will explicitly authorize the internal auditor for each jurisdiction to carry out internal audits of any NSP2 assisted activity and will specify the review requirements as well as reporting deadlines.

Factor 4: Removal of Substantial Negative Effects

B. Rubric for Addressing Vacant Properties

A key component of the Consortium's NSP2 program to stabilize neighborhoods will be achieved through the reduction in distressed housing stock as well as selected acquisition and rehabilitation. These activities will reduce vacancy as well as create stable, healthy communities. The value of destabilizing influences the Consortium proposes to remove as part of NSP2 is calculated using the HUD provided rubric as follows:

1.5 *
[1,592 (sum total of vacant properties to be addressed through acquisition/rehab resale) +
819 (sum total of vacant properties to be addressed through acquisition/rehab rental) +
650 (sum total of vacant properties expected to be addressed via demolition)] /
9,561 (sum total of all vacant residential properties in target area)

NSP2 DESTABILIZING INFLUENCES SCORE VALUE = 48.02

Note that the sum total of all vacant residential properties within the target area geographies is 9,561, or 17.23% of the total number of the 55,470 vacant units throughout the Las Vegas Valley according to local economic consulting firm Applied Analysis as of June 2009.

Factor 5: Energy Efficient Improvement and Sustainable Development

A. Transit Accessibility

Because the Las Vegas Valley is a modern and therefore auto-centric city, the majority of Las Vegas Valley residents rely upon their personal auto for daily commutes. However, the public transit system has undergone substantial growth in the past few years and plans for additions to the system are currently underway. Regional connectivity through both public transportation as well as the public trails system is a specific focus of these efforts in order to eliminate the need for daily private auto usage for all residents of the Las Vegas Valley including those that do and will reside in the NSP2 targeted geographies.

In response to the ever increasing demand for faster service along the Las Vegas Valley's busiest roads, the Regional Transportation Commission of Southern Nevada (RTC) is currently working on building a rapid transit system, ACE, that will connect downtown Las Vegas, the Las Vegas Convention Center, the Strip, Henderson and North Las Vegas. There is an existing Rapid Bus Transit line originating downtown runs northwest to Nellis Air Force Base with the majority of the route passing through the NSP2 target area and provides express service with stops every one mile along the route.

The Eastern segment of our target area has access to convenient local bus service along multiple Regional Transportation Commission (RTC) bus routes. Most notably, the bus lines along the primary corridors of Lake Mead, Charleston and Sahara have frequencies of 20 minutes or less providing regional access to commercial and employment centers as well as the West side of the Valley.

The Centennial Hills Transit Center Park & Ride located within the northwest segment of the target area is an express bus and carpool facility that provides employment commuter options.

The major enhancement impacting the North Las Vegas segment of the target area is the North 5th Street Corridor Plan, a centrally located north-south arterial. Work has begun to construct a 150-foot wide right of way that will be used for dedicated bus transit lanes in both directions.

B. Green Building Standards

Each jurisdiction is responsible for construction and rehabilitation standards above and beyond local code enforcement in order to comply with applicable laws and other requirements related to safety, quality and habitability for the purposes of sale, rental or redevelopment of housing. As a Consortium, each jurisdiction is committed to the "greening" of our communities and strives to implement as many green building standards as feasible for our local market as well as methods to preserve the natural resources of the local desert environment. New construction projects will be required to exceed the *Energy Star for New Homes* standard and moderate rehabilitation (in excess of $25,000) or energy retrofits are required to include only *Energy Star* products and appliances. The 2007 International Energy Conservation Code and Southern Nevada Amendments have been adopted by all Consortium members. This code was designed to reduce

air pollutant emissions, moderate peak electric power demand, and control energy costs, which comprise the latest energy-saving standards affecting the construction of residential homes and commercial buildings. The region has implemented stringent water conservation efforts and the Consortium works with a myriad of organizations that preserve a clean and safe water supply for our citizens.

Jurisdiction members of the Consortium have created manuals for housing rehabilitation standards as publicly posted on websites and require compliance with the Home Performance Specifications for Warm Climates as well as adopted new-urbanist planning principles in recent plans which support transit oriented development (TOD), higher densities for mixed-use and coordinated land use and transportation to create a better community.
http://www.accessclarkcounty.com/depts/Finance/crm/Documents/NSP/RehabManual.pdf

C. Other Sustainable Practices related to proposed activities

Clark County will implement additional sustainable practices through the use of HERS energy auditing software required by our Home Performance Specifications for Warm Climates in our standards for housing construction and rehabilitation NSP2 activities. These practices as incorporated into our rehabilitation standards to be used for NSP2 program activities as feasible include:

- Passive Solar
- Photovoltaic Panels
- Use of durable and energy efficient materials
- Resource efficient materials that reduce the amount of materials required
- Heat absorbing materials
- Solar reflective paving
- Green Roofing
- Sealing Joints
- Tub and shower enclosures for moisture prevention
- Energy efficient landscaping

Clark County will also incorporate elements of the Building for Performance Institute specifications for a healthy environment, which includes Green Label certified floor covering and healthy flooring materials for dust reduction.

As a Consortium, all jurisdictions follow the Water Smart planting goals have been established by the Las Vegas Valley Water District (member of Southern Nevada Water Authority). The Consortium supports the conservation efforts of the Southern Nevada Water Authority (SNWA) and the Clean Water Coalition (CWC), and is an active participant in these organizations. The conservation of water is critical to Southern Nevada and the City will continue to support programs that ensure water resources for the residents and businesses the Las Vegas Valley. In addition, members from each jurisdiction participate in the International Council for Local Governments in order to network and share best practices with other local governments related "green" initiatives.

Factor 6: Neighborhood Transformation and Economic Opportunity

Across all jurisdictions, the Consortium has spent and continues to spend a significant amount of public funding to improve the quality of life in the proposed target area. NSP2 activities proposed will operate in conjunction with other established regional, local, and neighborhood level plans for economic development as described below. NSP2 activities will contribute to the effectiveness of these plans, and existing plans will also contribute to the effectiveness of proposed NSP2 activities in order to achieve economic revitalization across the Las Vegas Valley.

Southern Nevada Regional Policy Plan
http://www.snrpc.org/PoliciesandPlans.htm

- Guidelines followed by all jurisdictions to address conservation, population forecasts, land use, transportation, public facilities, air quality and infill development
- NSP2 activities will contribute to the mitigation of the negative effects of growth, one of the guiding principles of the Regional Planning Coalition's decision-making process

Clark County Comprehensive Plan
http://www.accessclarkcounty.com/depts/comprehensive_planning/compplanelements/Pages/compplanindex.aspx

- Long term plan for the physical development of Clark County
- NSP2 will further the Plan's policies as established to promote a mix of housing types that meet the diverse needs of the community, promote housing along transit corridors, and pursue public, private and nonprofit partnerships in carrying out housing policies

Regional Transportation Commission (RTC) Transportation Plan 2009-2030
http://www.rtcsouthernnevada.com/mpo/plansstudies/rtp0930/index.cfm

- Long-range plan to invest over $15.5 billion throughout the region to provide a safe, effective and convenient system that will enhance mobility and air quality
- RTC's governing body is comprised of representatives from each NSP2 Consortium member

Regional Trails Plan
http://www.snrpc.org/RegionalTrailsPlan.htm
http://www.accessclarkcounty.com/DEPTS/COMPREHENSIVE_PLANNING/POST/Pages/default.aspx

- Provides regional connectivity and access to community assets as well as an alternative mode of transportation to reduce automobile use
- Revitalization of NSP2 target areas will enhance the community's use, appearance and safety of existing as well as future trail systems.

Examples of trail improvements within NSP2 target area include:

- Sunrise trailhead along the Flamingo Arroyo trail - completed in 2008 - funding allocation of over $1.8 million as reimbursement from the Bureau of Land Management (SNPLMA)
- Flamingo Arroyo Trail - $10 million project to be completed in 2011 - connects the Wetlands Preservation area on the east to University of Nevada Las Vegas (UNLV) on the west
- $500,000 committed to the installation of security lighting along between Nellis and Lamb Boulevards
- Las Vegas Wash Trail connects the Wetlands Preservation area on the southeast side of the Valley to the Sport Shooting Park (currently under construction) on the far north side of the Valley
- Upper Las Vegas Wash Regional Trail (Centennial to Main),$9,740,800 multi use pedestrian trail

- Upper Las Vegas Wash Regional Trail (Northern Beltway to Centennial) $7,600,000 multi use pedestrian trail

Parks and Recreation

http://www.accessclarkcounty.com/depts/parks/Pages/home_page.aspx

- Provide enhanced community assets for residents of our target areas
- Stabilization effects of the NSP2 program will also lead to increased usage of facilities.

Examples of park projects within the NSP2 target area include:

- Bob Price Park Community Center (NE) completed in 2009, $6.6 million
- Shadow Rock Park (NE) completed in 2008, 10 acre expansion, $4.2 million
- Sport Shooting Park (far north) connected through the Las Vegas Wash Trail, $58 million project funded through SNPLMA currently under construction with an anticipated open date of 2012
- Floyd Lamb Park (NW) (Master Plan 2007), traditional working ranch as well as early Las Vegas lifestyle experience
- Clark County allocation of $138,875 in CDBG funds to the Parkdale Community Center for the purposes of constructing a shade structure and climbing wall in 2008
- Seastrand Park, $1,629,000 in pathway improvements
- SkyView Multigenerational Center $27,631,992
- Tropical Bruce Park, $15,039,000 sports fields, picnic table and shelters, walking paths, restrooms, play equipment

Clark County School District

http://www.ccsd.net/facilities/construction_management/reports/reports.htm

- Target area schools will experience increased and more sustainable enrollment in the long term because of NPS2 activities
- Three new elementary schools were completed in 2008
- One additional elementary school currently under construction scheduled to open in 2009
- Five schools currently undergoing modernization

Help Hope Home

http://www.helphopehome.org/index.html

- Regional coordinated approach to assist homeless individuals and families in need
- Collaborative process engaging local governments, community providers, faith based organizations, local businesses and committed individuals
- Affordable housing is a top priority of this plan and NSP2 activities will stabilize the economic status of low and moderate income households and increase the availability of permanent affordable housing

Sunrise Manor Land Use Plan

http://www.accessclarkcounty.com/depts/comprehensive_planning/landuse/Pages/sunrisemanor.aspx

- Guide for decisions concerning growth and development
- Guidelines for the built environment around issues such as surface hydrology, flood control, geological hazards, public facilities, transportation, and air environs overlay district restrictions (Nellis Air Force Base)
- 2009 update will incorporate sustainability standards per the Eco-County Initiative Resolution

Northwest Open Space Plan
http://www.lasvegasnevada.gov/files/NW_Open_Space_Plan.pdf
Maintain a balance between residential growth and natural resources conservation

North Las Vegas
Consolidated Plan: http://www.nlvplan.com/
North Las Vegas Visioning 2025
http://www.cityofnorthlasvegas.com/Departments/CityManager/Visioning2025.shtm
www.cityofnorthlasvegas.com

City of Las Vegas
2020 Master Plan: http://www.lasvegasnevada.gov/files/LV2020MasterPlan.pdf
Iron Mountain Ranch (1998): http://www.lasvegasnevada.gov/files/Iron_Mountain_Ranch_Plan.pdf
Centennial Hills Sector & Montecito Town Center Plans (1999 and 2001):
http://www.lasvegasnevada.gov/files/CentennialHillsPlan.pdf
Upper Level Development Report
http://www.lasvegasnevada.gov/files/Upper_Las_Vegas_Development_Report.pdf

City of Henderson
Comprehensive Plan: http://www.cityofhenderson.com/community_development/comprehensive_plan.php
Open Space and Trails Vision:
http://www.cityofhenderson.com/community_development/open_space_and_trails_plan.php
Boulder Highway Corridor Plan:
http://www.cityofhenderson.com/community_development/boulder_highway_corridor.php

SOUTHERN NEVADA NSP2 CONSORTIUM
APPENDIX A: CLARK COUNTY CODE OF CONDUCT

Ethical Standards

2.42.010 Definitions.

In the construction of this chapter the following definitions shall apply, unless the context clearly requires otherwise:

(1) "Public officer and official" means a person elected or appointed to a position which is established by the Constitution of the state of Nevada, a statute of this state or a person designated by the county manager and which involves the exercise of a public power, trust or duty.

(2) "Direct financial interest" means a relationship to any business entity in which a public officer or official or immediate family member is involved as a trustee, beneficiary of a trust, director, office, owner in whole or in part, limited or general partner, a holder of stock or stocks or securities of any class or classes representing one percent or more of the total outstanding stock.

(3) "Business entity" means any organization or enterprise operated for economic gain, including but not limited to a proprietorship, partnership, firm, business, trust, joint venture, syndicate, corporation or association.

(4) "Immediate family" means persons related by blood marriage or adoption in the following relationships: husband, wife, brother, sister, parent, child, grandparent, grandchild, uncle, aunt of the public officer or official.

(5) "Real property" means any interest in or option to purchase any interest in any property located within Clark County, except any property which is used as the public officer's or official's personal residence. (Ord. 1248 § 1 (part), 1990)

2.42.020 Conflict of interest.

A potential conflict of interest exists when any public officer or official has an interest in any entity that transacts business with the county or any opportunity for personal gain, through ownership, employment or other participation with an individual, business entity or other organization. (Ord. 1248 § 1 (part), 1990)

2.42.030 Declaration of policy and purpose.

It is declared policy of Clark County that a public officer or official:

(1) Shall refrain from using his or her position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself/herself, any immediate family member or any other person, business or trust.
(2) Shall avoid a potential conflict of interest by refusing to participate as an agent or representative of a county agency in approving, disapproving, voting, abstaining from voting, recommending or otherwise acting upon any matter in which he or she has a direct financial interest without disclosing the full nature and extent of said interest. Such disclosure should be made before the time to perform his or her duty or concurrently with that performance.

(3) Shall disclose the name and relationship of any immediate family member before voting on a measure to increase the wage or salary of county employees or any individual or classification of individuals if it benefits a member of the immediate family of the public officer or official so voting.

(4) If a public officer and official abstains for any conflict of interest because of the requirements of this section or any other disclosed conflict, the necessary quorum to act upon and the number of votes necessary to act upon the matter, so fixed by any ordinance or rule governing the board of county commissioners or other board of any district, committee or commission is reduced as though the member abstaining were not a member of the body or committee. (Ord. 1248 § 1 (part), 1990)

SOUTHERN NEVADA NSP2 CONSORTIUM
APPENDIX B: TARGET AREA CENSUS TRACTS with HUD NEED FACTOR SCORES

Jurisdiction	Census Tract	HUD Foreclosure Score	HUD Vacancy Score
Clark County	5.04*	20	17
	15.00	20	19
	16.08	20	17
	16.09	20	17
	16.10	20	18
	16.11	20	18
	16.12	20	18
	16.13	20	17
	47.07	19	20
	47.08	20	19
	47.09	20	19
	47.10	20	19
	49.11	20	19
	49.12	20	18
	49.14	20	18
	49.15	20	17
	49.16	20	19
	49.20	20	17
	49.21	20	19
	49.24	20	19
	50.06	20	17
	62.01	20	19
City of Las Vegas	5.12	20	19
	5.13	20	19
	5.14	20	20
	5.15	20	19
	5.16	20	19
	5.17	20	18
	5.18	20	17
	5.19	20	17
	33.01	20	17
	33.02	20	19
City of North Las Vegas	36.02	20	18
	36.03	20	10
	36.04	20	18
	36.05	20	18
	36.06	20	15
	36.07	20	14
	36.08	20	15

	36.09	20	12
	36.10	20	16
	36.11	20	16
	36.12	20	16
	36.13	20	16
	36.14	20	17
	37.00	20	18
	41.00	20	17
	42.00	20	18
	43.00	20	15
Henderson	51.03	19	18
	51.04	19	16
	51.06	19	18
	51.07	20	15
	52.00	20	18
	53.36	20	17
	54.12	20	15
	54.22	20	17
	54.23	20	16
AVERAGE		**19.93**	**17.3**

*The county island located in census tract 5.04 is the only portion of that census tract included in the target area for Clark County.

SOUTHERN NEVADA NSP2 CONSORTIUM
APPENDIX C: SUMMARY OF CITIZEN COMMENTS

A Summary of Citizen Comments will be prepared following the 10-day citizen comment period July 1-10, 2009 and submitted with the final application due to HUD on July 17, 2009.

Program summary and map of target area posted on Clark County's website:
http://www.accessclarkcounty.com/depts/Finance/crm/Pages/NSP.aspx

Public Notice published in Las Vegas Review Journal, July 1, 2009

SOUTHERN NEVADA NSP2 CONSORTIUM
APPENDIX D: DEFINITIONS

DEFINITIONS AND STANDARDS:

Abandoned. A home is abandoned when mortgage or tax foreclosure proceedings have been initiated and completed for that property, no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days.

Acquisition Costs. Acquisition costs that will be considered reimbursable at the time of sale cannot exceed the appraised market value conclusion determined of the home at the time of purchase. Acquisition costs include payment of any and all liens to obtain a clean title to the property, appraisals, hazmat reports, energy or "BEPS" audit reports, code compliance costs, work scope reports, and systems performance analysis costs.

Affordable rents. Affordable rents follow the HOME program standards at 24 CFR 92.252 (a), (c), (e), and (f). Namely, the maximum rents will be the lesser of the fair market rent and up to 30% of the adjusted income of a family earning 65% of AMI, with adjustments for the number of bedrooms in the unit, less a utility allowance. Affordable rents for units designated for households with incomes below 50% of AMI will be no more than 30% of 50% of AMI, adjusted for unit size. Such rents may be increased annually after HUD updates fair market rents and median incomes.

Blighted Structure. Defined based on Title 18, Chapter 231 in Nevada Revised Statutes, which defines a blighted urban area. Combining this definition with the definition of "structure" provides the definition of blighted structure.

A blighted structure is a structure that is used or intended to be used for residential, commercial, industrial or other purposes, or any combination thereof, which is unfit or unsafe for those purposes and is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime because of one or more of the following factors:

- ✓ Defective design and character of physical construction.
- ✓ Faulty arrangement of the interior and spacing of buildings.
- ✓ Overcrowding.
- ✓ Inadequate provision for ventilation, light, sanitation, open spaces and recreational facilities.
- ✓ Age, obsolescence, deterioration, dilapidation, mixed character or shifting of uses.

Continued affordability. The affordability of the rental units will be in accordance with the HOME program standards at 24 CFR 92.252(a), (c), (e), and (f) for rental properties. Using the HOME program affordability periods will provide for a minimum length of affordability; however, the Consortium may require longer affordability periods that exceed the HOME program requirements as the NSP2 program evolves.

Current market appraised value. The current market appraised value means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with the appraisal requirements of the URA at 49 CFR 24.103 and completed within 60 days prior to an offer made

for the property by a grantee, subrecipient, developer, or individual homebuyer. The value may be "liquidation value".

Foreclosed. A property has been foreclosed upon at the point that under state of local law, the mortgage or tax foreclosure is complete. Title for the property has been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law.

Housing Rehabilitation Standards. Rehabilitation standards require that all buildings assisted with NSP2 funds be brought up to the Consortium's codes in effect at this time, that required building permits be obtained and that appropriate inspections be performed. Housing construction will be required to meet accessibility standards at 24 CFR part 8. Construction and rehabilitation will incorporate energy efficiency as well as cost effective green improvements to the extent applicable.

Subrecipient. Any nonprofit organization that the Consortium, upon receipt of NSP2, awards funding to, following the meaning stated in 24 CFR 570.500(c).

SOUTHERN NEVADA NSP2 CONSORTIUM
APPENDIX E: CERTIFICATIONS

Affirmatively furthering fair housing. The Consortium will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

Anti-displacement and relocation plan. The Consortium will comply with the Uniform Relocation Assistance Act, therefore, the Consortium will not accept the purchase of any occupied homes or residential properties or of any homes or residential properties which have been occupied during the preceding 90 days.

Anti-lobbying. The Consortium will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

Authority of Applicant. The Consortium possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

Acquisition and relocation. The Consortium will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP2 program published by HUD.

Section 3. The Consortium will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

Citizen Participation. The Consortium is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP2 requirements.

Use of funds in 36 months. The Consortium will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008 as modified by the American Reinvestment and Recovery Act by spending, as defined in the NSP2 Notice, 50% of grant funds within 24 months and 100% of its grant funds within 36 months of receipt of the grant.

Use NSP funds ≤ 120 of AMI. The Consortium will comply with the requirement that all of the NSP2 funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income.

Assessments. The Consortium will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP2 funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP2 funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source

other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the Consortium certifies that it lacks NSP2 or CDBG funds to cover the assessment.

Excessive Force. The Consortium certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with anti-discrimination laws. The NSP2 grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

Compliance with lead-based paint procedures. The activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R of this title.

Compliance with laws. The Consortium will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Michael Pawlak

Manager, Clark County, Community Resources Management

Title

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Report and possible action regarding the implementation of the Sustainable Energy Strategy - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Staff will report on the status of implementation of the City of Las Vegas Sustainable Energy Strategy (R-56-2008), as well as discuss use of American Recovery and Reinvestment Act (ARRA) and Green Building Special Revenue Fund to achieve the goals of the strategy.

RECOMMENDATION:
Accept report and direct staff accordingly.

BACKUP DOCUMENTATION:
Sustainable Energy Strategy Implementation Matrix

Sustainable Energy Strategy Implementation Matrix

Project	Energy Efficiency Conservation Block Grant	Clean Renewable Energy Bond	CDBG-R	Conservation Bond	Muni Bond	Green Building Special Revenue Fund	Solar Generations Rebate	SureBet Rebate	Total Investment	Energy Generated/ Saved (kwh/yr)	Value of Energy Generated/ Saved/yr	Annual Operations Cost	Emissions Reduction (Metric Tons)	Payback on all Funds	Payback on Bonded Portion
City Solar Programs	$ 4,150,000	$ 5,150,000	$ 1,276,738	$ -	$ -	$ 600,000	$ 1,326,000	$ -	$ 12,502,738	2,068,122	$ 206,812	$ (50,011)	1,594.25	48.68	20.05
Retrofits	$ 780,000	$ -	$ -	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,780,000	4,816,667	$ 578,000	$ -	3,713.02	10.00	8.65
Exterior Lighting	$ -	$ -	$ -	$ -	$ 6,750,000	$ -	$ -	$ -	$ 6,750,000	3,017,647	$ 301,765	$ 720,000	2,326.21	6.61	6.61
Administrative	$ -	$ -	$ -	$ -	$ -	$ 148,000	$ -	$ -	$ 148,000	-	$ -	$ -	-	-	-
Total Public Facilities	$ 4,930,000	$ 5,150,000	$ 1,276,738	$ 5,000,000	$ 6,750,000	$ 748,000	$ 1,326,000	$ -	$ 25,180,738	9,902,436	$ 1,086,577	$ 669,989	7,633.47	14.34	9.62
Green Building Program															
Retrofits and Solar	$ 269,200	$ -	$ -	$ -	$ -	$ 1,068,831	$ -	$ -	$ 1,338,031	4,202,000	$ 540,335		3,239	2.48	
Fee Reductions	$ -	$ -	$ -	$ -	$ -	$ 385,000	$ -	$ -	$ 385,000	825,000	$ 106,087		636	3.63	
Revolving Loan Fund	$ 175,000	$ -	$ -	$ 846,000	$ -	$ -	$ -	$ -	$ 1,021,000						
Outreach and Education	$ 75,000	$ -	$ -	$ -	$ -	$ 55,000	$ -	$ -	$ 130,000						
Total Community Programs	$ 519,200	$ -	$ -	$ 846,000	$ -	$ 1,508,831	$ -	$ -	$ 2,874,031	5,027,000	$ 646,422		3,875		
Total All Programs	$ 5,449,200	$ 5,150,000	$ 1,276,738	$ 5,846,000	$ 6,750,000	$ 2,256,831	$ 1,326,000	$ -	$ 28,054,769	14,929,436	$ 1,732,999	$ 669,989	11,508	11.67	7.38

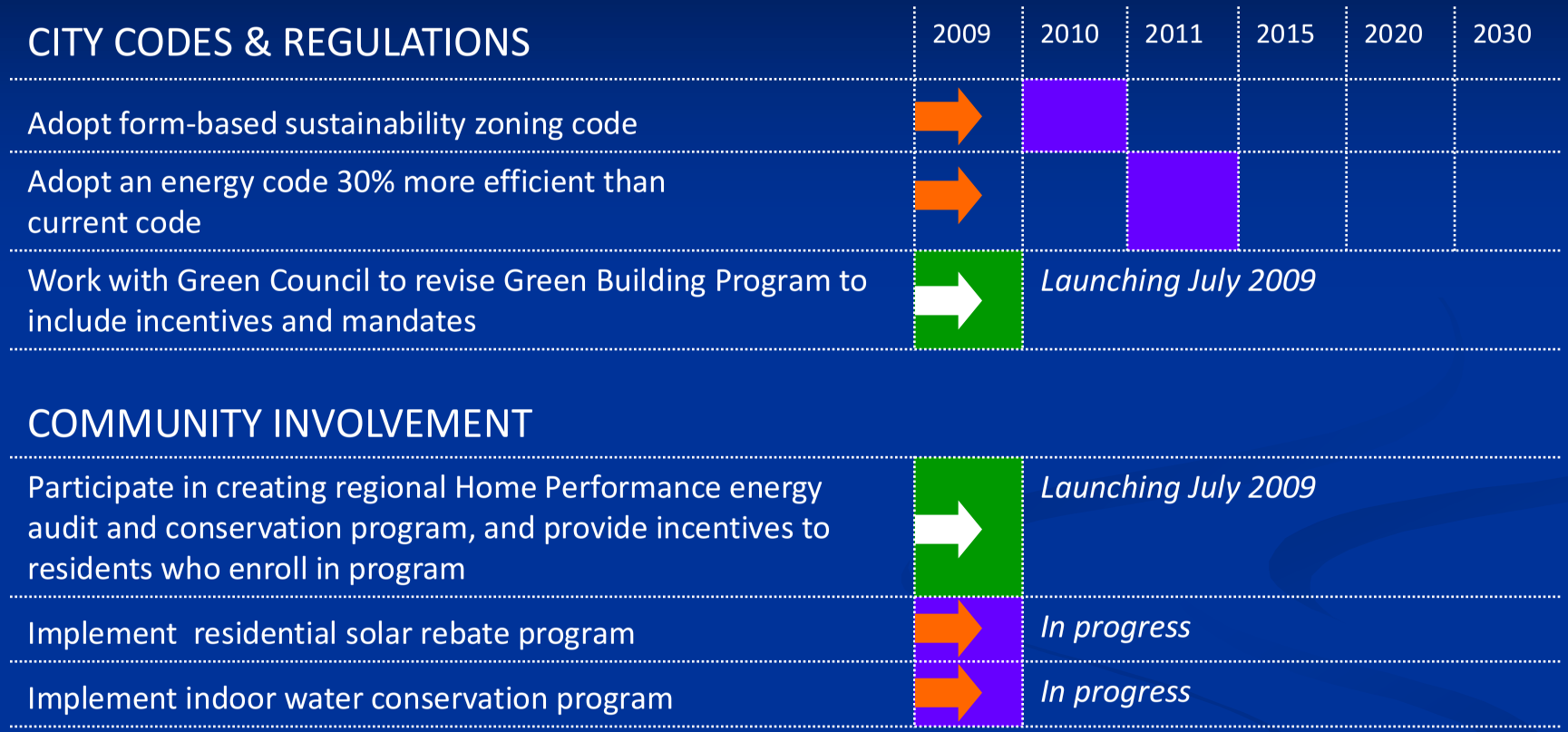
Mid-2009 SES Implementation Evaluation

CITY OPERATIONS	2009	2010	2011	2015	2020	2030
100% of decisions on major capital projects and new City programs will triple bottom line.	X					
Invest in renewable energy projects.	→		3 mw	7mw		
Invest 100% of cost savings from renewable energy projects in energy conservation and renewable energy projects.	X					
Reduce City's carbon footprint.	→		10%		20%	30%
Reduce rate of electricity consumption.	→		5%			
Achieve renewable energy portfolio standard.	→		10%		20%	30%
Implement preferential purchasing policy for products that are certified environmentally friendly.	X					
Increase amount of fuel consumed to cleaner-burning, domestically-produced alternative fuel .	X	90%				
Adopt contracting policy consistent with NRS that considers sustainable practices as criteria for awarding contracts.	X					

City of Las Vegas

July 1, 2009

Mid-2009 SES Implementation Evaluation



City of Las Vegas

July 1, 2009

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report and possible action regarding an Interlocal Agreement between the City of Las Vegas and the Southern Nevada Water Authority to supply energy needs for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive (estimated fee of $18,000 - Sanitation Enterprise Fund) - County (near Ward 3 - Reese) and Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $18,000
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
Pursuant to the First Amended Power Supply Agreement between the Colorado River Commission (CRC) and the Southern Nevada Water Authority (SNWA) as defined in NRS 704.787, the CRC has been authorized to provide electric services for SNWA and its member agencies for water and wastewater operations. The City of Las Vegas, being a member wastewater agency desires SNWA to provide sufficient power supply assets to meet electrical needs of the city's wastewater treatment facilities. This Interlocal Agreement provides a mechanism for the City to work with SNWA to plan, supply power and energy management services. The CRC will procure reliable, cost effective means of meeting the energy supply needs for SNWA and its member agencies. The Agreement requires establishment of a standby Letter of Credit (LOC) in the amount of $4,500,000.00 in the event of non-payment of services or termination of the Agreement.

RECOMMENDATION:
Staff recommends approval of the Interlocal Agreement and authorizes the Director of Finance to execute the required Letter of Credit.

BACKUP DOCUMENTATION:
1. Interlocal Agreement
2. Standby Letter of Credit Agreement and Application
3. PowerPoint Presentation

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS
AND THE SOUTHERN NEVADA WATER AUTHORITY

1. PARTIES

THIS AGREEMENT is made and entered into by and between the CITY OF LAS VEGAS (hereinafter referred to as "CITY") and the SOUTHERN NEVADA WATER AUTHORITY (hereinafter referred to as "AUTHORITY").

2. RECITALS

2.1 WHEREAS, the CITY, a municipal corporation in the State of Nevada and a member agency of the AUTHORITY, requires a reliable supply of power for CITY operations in Clark County, Nevada; and

2.2 WHEREAS, the AUTHORITY, a political subdivision of the State of Nevada, has entered into a First Amended Power Supply Agreement with the Colorado River Commission of Nevada (hereinafter referred to as "CRC") pursuant to NRS 704.787, for the reliable supply of power for the AUTHORITY and its Participating Agencies for designated water and wastewater operations; and

2.3 WHEREAS, the First Amended Power Supply Agreement provides that the CRC and the AUTHORITY will maintain their collaborative relationship for the planning and acquisition of Power Supply Assets, Transmission Assets, and Energy Management Services for the benefit of the AUTHORITY and its member agencies, with the CRC acting as the agent of the AUTHORITY to procure a reliable, cost effective means of meeting the energy supply needs of the AUTHORITY and its member agencies.

2.3 WHEREAS, the CITY is desirous of having the AUTHORITY supply the energy needs of the CITY for designated water and wastewater operations by acting as agent for the CITY; and

2.4 WHEREAS, Nevada Revised Statute § 277.045 authorizes two or more political subdivisions of the State of Nevada to enter into interlocal agreements for the performance of any governmental function; and

2.5 WHEREAS, the AUTHORITY has agreed, pursuant to the First Amended Power Supply Agreement, to guarantee, on behalf of the CITY, payment for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided to the CITY; and

2.6 WHEREAS, the CITY is willing and able to guarantee payment to the AUTHORITY for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided to the CITY.

2.7 NOW THEREFORE, in consideration for the mutual covenants contained herein, the Parties hereto agree as follows;

3. EFFECTIVE DATE AND TERM OF AGREEMENT

3.1 This Interlocal Agreement between the CITY and the AUTHORITY shall become effective upon execution by both Parties. Within 90 days from the execution of this Agreement, the AUTHORITY shall supply the CITY's electrical needs from forward market transactions that are sufficient to meet the CITY's forecasted needs for designated wastewater operations during the Initial Service Period. The "Initial Service Period" begins on the date specified in the Distribution Only Service Agreement between NV Energy, the CITY, and the CRC and approved by the Public Utilities Commission of Nevada as the first day on which the

CRC can begin acting as the agent for the AUTHORITY to supply the CITY with Power Supply Assets and ends on December 31, 2014. In addition and for so long as this Agreement is in effect, the CITY and the AUTHORITY agree that the AUTHORITY shall provide Power Supply Assests to meet the electrical needs of the CITY by transacting in the forward power market beyond the Initial Service Period on a five year rolling basis, or other such term as determined by theRisk Control Committee.

4. DEFINITIONS

As used in this Agreement, unless the context otherwise requires a different meaning:

4.1 **"Agreement"** means this Interlocal Agreement between the CITY and the AUTHORITY.

4.2 **"Ancillary Services"** means those services that are necessary to support the transmission and distribution of energy to electrical loads while maintaining the reliable, secure and safe operation of the transmission and distribution system. Such services may include, without limitation, frequency and voltage regulation, regulation and frequency response, operating reserve-spinning, operating reserve-supplemental, scheduling, system control, dispatch, automatic generation control, governor control, load shedding, rapid generating unit loading, reactive power, reactive supply and voltage control from generation sources, rapid generating unit unloading, system restart, energy imbalance, generation imbalance, or banked energy.

4.3 **"AUTHORITY"** means the Southern Nevada Water AUTHORITY, a political subdivision of the State of Nevada, created on July 25, 1991 by a cooperative agreement entered into pursuant o the provisions of chapter 277 of NRS.

4.4 **"CRC"** means the Colorado River Commission of Nevada, an agency of the State of Nevada created pursuant to NRS 538.041 *et seq.*

4.5 **"CITY"** means the City of Las Vegas, a municipal corporation in the State of Nevada.

4.6 **"Electric Power Supply Plan"** means the Electric Power Supply Plan created by the CRC and the AUTHORITY pursuant to the First Amended Power Supply Agreement.

4.7 **"Energy Management Services"** means Ancillary Services and the scheduling, delivery, dispatch, marketing, hedging and financial management of and billing for Power Supply Assets, Facility Assets and Transmission Assets.

4.8 **"Energy Risk Management Policy"** means the Southern Nevada Water Authority Energy Risk Management Policy attached as Exhibit A to the Electric Power Supply Plan and any subsequent modifications to that policy adopted by the AUTHORITY.

4.9 **"First Amended Power Supply Agreement"** means the First Amended and Restated Electric Power Supply Agreement between the Colorado River Commission of Nevada and the AUTHORITY entered into on March 13, 2006.

4.10 **"Five Year Rolling Basis"** means the initial Agreement is for a five year period, with automatic annual renewal for additional one-year periods.

4.11 "**Participating Agency**" means a member agency of the AUTHORITY which has contracted with the AUTHORITY to have designated Power Supply Assets, Transmission Assets, or Energy Management Services scheduled, delivered, purchased, owned, or controlled, as the case may be, pursuant to this Agreement.

4.12 **"Party" or "Parties"** means the CITY, the AUTHORITY, or both.

4.13 **"Power"** means electrical capacity and energy.

4.14 **"Power Supply Assets"** means electrical generation and all power or rights to power owned, controlled, purchased or sold by the AUTHORITY for the benefit of the CITY whether taken or delivered in the name of the CITY or in the name of the AUTHORITY.

4.15 "**Risk Control Committee**" means the committee comprised of staff members of the AUTHORITY, the CRC, and any member agency that is receiving electrical service from the AUTHORITY, that are responsible for the oversight and effective management of the AUTHORITY's energy supply program.

4.16 **"Transmission Assets"** means transmission, distribution, and related infrastructure that is purchased, owned, controlled or sold by the AUTHORITY for the benefit of the CITY, whether taken or delivered in the name of the CITY or in the name of the AUTHORITY.

5. POWER SUPPLY AND TRANSMISSION ASSETS

5.1 Nothing in this Agreement shall preclude the CITY or the AUTHORITY from owning, controlling, acquiring, selling or constructing Power Supply or Transmission Assets.

5.2 Unless otherwise instructed by the CITY, the AUTHORITY shall have the right to use Power Supply and Transmission Assets owned or controlled by the CITY to provide power to the CITY.

6. AUTHORITY RESPONSIBILITIES

6.1 The AUTHORITY shall be responsible for supplying the power supply needs for designated water and wastewater operations of the CITY including Power Supply Assets, Transmission Assets, and Energy Management Services.

6.2 The AUTHORITY shall provide sufficient Power Supply Assets to meet the electrical needs of the CITY by transacting in the forward power markets either in its own name, or through its contractual arrangements with the CRC.

6.4 The AUTHORITY shall use its best efforts as agent for the CITY to purchase and sell any Power Supply Assets or Transmission Assets, or portion thereof, to the extent such Power Supply Assets or Transmission Assets are deficient or may be or become surplus to the needs of the CITY. The proceeds from any sale of Power Supply Assets or Transmission Assets on behalf of the CITY must be used to offset the costs charged to the CITY.

6.5 The AUTHORITY shall provide financial accounting, recordkeeping, budgeting and billing for the portion of the Power Supply Assets, Transmission Assets, and Energy Management Services which are provided for the CITY pursuant to this Agreement.

6.6 The AUTHORITY shall, on an annual basis, provide the CITY with a ten-year budget for Power Supply Assets, Transmission Assets and Energy Management Services.

6.7 The AUTHORITY shall guarantee, on behalf of the CITY, payment for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided by the AUTHORITY on behalf of the CITY.

6.8 The AUTHORITY shall supply Power Supply Assets, Transmission Assets and Energy Management Services to the CITY pursuant to the Energy Risk Management Policy adopted by the AUTHORITY.

7. CITY RESPONSIBILITIES

7.1 The CITY expressly acknowledges that the AUTHORITY will be supplying Power Supply Assets from forward market transactions. The CITY shall guarantee

payment to the AUTHORITY for Power Supply Assets, Transmission Assets, and Energy Management Services which are procured for the CITY by the AUTHORITY.

7.2 The CITY shall designate one representative to participate on the Risk Control Committee.

7.3 Until the CITY procures a letter of credit, the CITY, through its Finance Department, shall create and maintain an escrow account containing $4,500,000. The CITY will provide the AUTHORITY with an irrevocable letter of credit in the amount of $4,500,000 and in a form acceptable to the AUTHORITY. The CITY may terminate the escrow account once a letter of credit has been provided to the AUTHORITY.

7.4 The CITY shall timely provide the AUTHORITY the forecast and planning information necessary for the AUTHORITY and the CRC to jointly prepare and produce an Electric Power Supply Plan as provided for in the First Amended Power Supply Agreement.

7.5 The CITY shall cooperate in assisting the AUTHORITY so that the AUTHORITY can generally act as its agent with the CRC relative to the First Amended Power Supply Agreement.

7.6 The CITY Public Works Director is hereby authorized to prepare and submit to the AUTHORITY the annual forecast and planning information necessary for the AUTHORITY and the CRC to jointly prepare and produce an Electric Power Supply Plan. The annual estimate for power contained in the Electric Power Supply Plan will be used to meet the electrical needs of the CITY. Based on the annual estimate for power contained in the Electric Power Supply Plan, the AUTHORITY is authorized to provide Power Supply Assets to meet the estimated electrical needs of the CITY by transacting in the forward power market beyond the Initial Service Period on a five year rolling basis, or other such term as determined by the Risk Control Committee consistent with the terms of this Agreement.

8. **INDEMNIFICATION**

To the fullest extent permitted by Law, a Party to this Agreement (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its parent and affiliates (each an "Indemnified Party") from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, penalties, sanctions, judgments, damages, losses or expenses asserted by third parties against an Indemnified Party and arising out of, relating to, or resulting from the Indemnifying Party's breach of, or the performance or non-performance of its obligations under this Agreement (including without limitation, penalties, fines and costs associated with Renewable Quotas); provided, however, that no Party shall be indemnified hereunder for any Loss resulting from its gross negligence, fraud or willful misconduct.

9. **NO THIRD PARTY RIGHTS**

This document is not intended to and shall not create any right in or benefit to any person or entity other than the CITY or the AUTHORITY.

10. **SEVERABILITY**

Any provisions or portion of this Agreement prohibited as unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

11. **FORCE MAJEURE**

The respective duties and obligations of the Parties hereunder (except the obligation of the CITY to pay the AUTHORITY such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is

prevented or impeded by strikes, disturbances, riots, fire, governmental action, war acts, acts of God, or any other similar cause which are beyond the reasonable control of the Party from whom the affected performance was due.

12. **TERMINATION AND USE OF ESCROW ACCOUNT OR LETTER OF CREDIT**

12.1 The AUTHORITY or the CITY may terminate this Agreement by action of its governing body provided that the terminating Party provides at least 30 days written notice of its proposed board action to terminate the Agreement to the other Party. The effective date of the termination will be 90 days after the date on which the terminating Party's governing board approves the termination. All representations, agreements, covenants and obligations herein are material, shall be deemed to have been relied upon by the other Party, and shall survive termination of this Agreement.

12.2 The escrow account or letter of credit are intended to cover the costs of liquidating forward market purchases in the event of nonpayment or termination of this Agreement by the CITY. Should liquidation become necessary, the AUTHORITY may draw upon the escrow account or letter of credit. The extent of the CITY's liability to the AUTHORITY is limited to full draw of the escrow account or letter of credit, subject to any increases requested by the AUTHORITY and approved by the Risk Control Committee.

12.3 Should the AUTHORITY determine that an increase in the amount of the letter of credit is necessary, the CITY will provide the required increase within 30 days of the written request by the AUTHORITY or the AUTHORITY may take additional protective measures including liquidating energy contracts entered into on behalf of the CITY and drawing upon the

escrow account or letter of credit. The AUTHORITY may only request an increase if approved in advance by the Risk Control Committee.

12.4 If the AUTHORITY is unable to perform or fails to perform its responsibilities under this Agreement and the CITY must obtain power from another source, the AUTHORITY agrees to reimburse the CITY for the costs of initiating service from another source, including but not limited to Nevada Energy fees and costs, necessary infrastructure upgrades, and attorney's fees and costs.

13. NOTICES

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) when personally delivered; (b) upon receipt during normal business hours, otherwise on the first day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt; (c) when mailed by certified mail, return receipt requested, postage prepaid; or (d) when sent by overnight courier; in each case, to the following addresses, or to such other addresses as a Party may from time to time specify by written notice to the other Party given pursuant hereto.

If to the CITY:
City of Las Vegas
6005 E. Vegas Valley Drive
Las Vegas, NV 89142
Attention: John Bettencourt
Telecopier No.: (702) 431-7611

If to the AUTHORITY:
Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, NV 89106
Attention: Scott Krantz
Telecopier No.: (702) 691-5220

14. GOVERNING LAW

The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2009.

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST

By:_____
Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM

By: John S. Ridilla 6/24/09
John S. Ridilla, Deputy City Attorney Date

SOUTHERN NEVADA WATER AUTHORITY

By: Shari Buck 3-19-09
Shari Buck, Chair Date

APPROVED AS TO FORM:

By: 3/19/09
Charles K. Hauser, General Counsel Date

APPLICATION FOR STANDBY LETTER OF CREDIT

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION

DATE	FOR WELLS FARGO'S USE ONLY	LETTER OF CREDIT NO.	DOCUMENT TRACK NO.
06/02/2009			

APPLICANT SIGNING BELOW HEREBY REQUESTS THAT WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO") ISSUE IN WELLS FARGO'S NAME AN IRREVOCABLE STANDBY LETTER OF CREDIT (THE "CREDIT") ON SUBSTANTIALLY THE TERMS BELOW AND, UNLESS OTHERWISE SPECIFIED BELOW IN SPECIAL INSTRUCTIONS, FORWARD THE CREDIT BY THE FOLLOWING MEANS TO THE BENEFICIARY DIRECTLY OR THROUGH A BANK SELECTED BY WELLS FARGO:

☐ FULL CABLE/TELEX ☒ COURIER ☐ MAIL WITH BRIEF ADVICE BY CABLE/TELEX ☐ MAIL ☐ OTHER: _____

ADVISING BANK: *(If left blank, Wells Fargo may select)*

BENEFICIARY: *(Name and Address)*
Southern Nevada Water Authority
1001 South Valley View
Las Vegas, NV 89153

PARTY TO BE NAMED AS REQUESTING THE CREDIT:
(Name and Address)
City of Las Vegas, Nevada
400 Stewart Ave. - 6th Floor
Las Vegas, NV 89101

AMOUNT: ***(In words)***
Four Million Five Hundred Thousand Dollars

(In figures)	***(Currency)***
$4,500,000.00	US

AVAILABILITY: Unless otherwise specified herein, the Credit is to be available with Wells Fargo's issuing office by payment of draft(s) drawn at sight on Wells Fargo or, at Wells Fargo's option, with any bank(s) or with a bank nominated by Wells Fargo by negotiation of draft(s) drawn at sight on Wells Fargo.

EXPIRATION DATE: July 14, 2010

PLACE OF EXPIRATION: Unless otherwise specified herein, the Credit is to expire at Wells Fargo's issuing office or, if the Credit is available with any bank(s) or with a specific bank other than Wells Fargo's issuing office, at such place as Wells Fargo shall elect.

DOCUMENT(S): Draft(s) are to be accompanied by: *(Attached additional signed sheet(s), if necessary, and label as attachments to this Application.)*
Application for Standby Letter of Credit

DRAWING(S): ☒ Partial drawings are permitted. *(More than one draft may be drawn and presented under the Credit.)*
☐ Only one draft may be drawn and presented under the Credit, and:
☐ the draft must be for the full amount of the Credit.
☐ the draft may be for less than the full amount of the Credit.



APPLICATION FOR STANDBY LETTER OF CREDIT

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION

SPECIAL INSTRUCTIONS: *(Attach additional signed sheet(s), if necessary, and label as attachments to this Application.)*

APPLICATION FOR STANDBY LETTER OF CREDIT

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION

APPLICANT: City of Las Vegas, Nevada **AMOUNT:** $4,500,000.00

BENEFICIARY: Southern Nevada Water Authority

TRANSFERABILITY: *(If not checked, the Credit will not be transferable.)*

☐ The Credit is to be transferable, with transfer charges for: ☐ Applicant's account ☐ Beneficiary's account

INQUIRIES: Direct to: Emelita Murray Telephone Number: 702-765-3788

APPLICANT'S AGREEMENT AND SIGNATURE: **Applicant's signature here indicates agreement to all the terms and conditions on this Application and Applicant's agreement that the Credit and its issuance will be governed by (1) the terms and conditions of the Standby Letter of Credit Agreement between Applicant and Wells Fargo and/or (2) any other agreement signed by Applicant pursuant to which the Credit is to be issued. This Application is signed by Applicant's duly authorized representative(s) on the date specified above.**

City of Las Vegas, Nevada *APPLICANT*		400 Stewart Ave. 6th floor, Las Vegas, NV 89101 *ADDRESS*
AUTHORIZED SIGNATURE	Finance Director *TITLE*	APPROVED AS TO FORM: D. Perkins 4/25/09 Date *ADDRESS*
AUTHORIZED SIGNATURE	*TITLE*	*ADDRESS*

(TO BE COMPLETED BY WELLS FARGO BANK, NATIONAL ASSOCIATION)

CREDIT ISSUANCE HAS BEEN APPROVED IN ACCORDANCE WITH WELLS FARGO'S CREDIT POLICIES AND PROCEDURES

APPROVING OFFICER'S SIGNATURE	APPROVING OFFICER'S NAME *(Print)*	APPROVING OFFICER'S OFFICE *(Print)*	AU	MAC	COMMITMENT NO.
	Patrick Foley	Wells Fargo Bank, Government Services	07119	S4753-042	

PHONE	AFS INTERFACE REQUIRED:	STANDALONE TRANSACTION:	COLLATERAL CODE	PURPOSE CODE	DATE
702-765-3229	**YES** ☒ **NO** ☐	**YES** ☐ **NO** ☐			

FEE INSTRUCTIONS: Please debit DDA# 6630008758 for a fee i/a/o $ $16,200.00.

NAIC:	Collateral Code:	BQR:	CQR:

SPECIAL INSTRUCTIONS: (Indicate any provisions applicable to the Credit different from those on Applicant's Relationship Management Instructions Form)

Please set effective date: July 15, 2009.

WELLS FARGO

STANDBY LETTER OF CREDIT AGREEMENT

To: WELLS FARGO BANK, NATIONAL ASSOCIATION

Applicant hereby requests that you, Wells Fargo Bank, National Association ("Wells Fargo"), issue in your name one or more standby letters of credit pursuant to Applications for the issuance of such Credits and the terms and conditions of this Agreement. Each Credit will be issued at Applicant's request and for its account, and, unless otherwise specifically provided in any Loan Document, at your option. Applicant agrees that the terms and conditions in this Agreement shall apply to each Application and the Credit issued pursuant to each Application, and to transactions under each Application, each Credit and this Agreement.

SECTION 1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth after each term: **"Agreement"** means this Standby Letter of Credit Agreement as it may be revised or amended from time to time. **"Applicant"** means collectively each person and/or entity signing this Agreement as Applicant. **"Application"** means your printed form titled "Application For Standby Letter of Credit" or any other form acceptable to you on which Applicant applies for the issuance by you of a Credit and/or an application for amendment of a Credit or any combination of such applications, as the context may require. **"Beneficiary"** means the person or entity named on an Application as the beneficiary or any transferee of such beneficiary. **"Collateral"** means the Property, together with the proceeds of such Property, securing any or all of Applicant's obligations and liabilities at any time existing under or in connection with any L/C Document and/or any Loan Document. **"Commission Fee"** means the fee, computed at the commission fee rate specified by you or specified in any Loan Document, charged by you at the time or times specified by you on the amount of each Credit and on the amount of each increase in a Credit for the time period each Credit is outstanding. **"Credit"** means an instrument or document titled "Irrevocable Standby Letter of Credit" or "Standby Letter of Credit", or any instrument or document whatever it is titled or whether or not it is titled functioning as a standby letter of credit, issued under or pursuant to an Application, and all renewals, extensions and amendments of such instrument or document. **"Demand"** means any sight draft, electronic or telegraphic transmission or other written demand drawn or made, or purported to be drawn or made, under or in connection with any Credit. **"Document"** means any instrument, statement, certificate or other document referred to in or related to any Credit or required by any Credit to be presented with any Demand. **"Dollars"** means the lawful currency at any time for the payment of public or private debts in the United States of America. **"Event of Default"** means any of the events set forth in Section 13 of this Agreement. **"Expiration Date"** means the date any Credit expires. **"Guarantor"** means any person or entity guaranteeing the payment and/or performance of any or all of Applicant's obligations under or in connection with any L/C Document and/or any Loan Document. **"Holding Company"** means any company or other entity directly or indirectly controlling you. **"L/C Document"** means this Agreement, each Application, each Credit, and each Demand. **"Loan Document"** means each and any promissory note, loan agreement, security agreement, pledge agreement, guarantee or other agreement or document executed in connection with, or relating to, any extension of credit under which any Credit is issued. **"Maximum Rate"** means the maximum amount of interest (as defined by applicable laws), if any, permitted to be paid, taken, reserved, received, collected or charged under applicable laws, as the same may be amended or modified from time to time. **"Negotiation Fee"** means the fee, computed at the negotiation fee rate specified by you or specified in any Loan Document, charged by you on the amount of each Demand paid by you or any other bank specified by you when each Demand is paid. **"Payment Office"** means the office specified by you or specified in any Loan Document as the office where reimbursements and other payments under or in connection with any L/C Document are to be made by Applicant. **"Prime Rate"** means the rate of interest most recently announced within Wells Fargo at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of Wells Fargo's base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as Wells Fargo may designate. **"Property"** means all forms of property, whether tangible or intangible, real, personal or mixed. **"Rate of Exchange"** means Wells Fargo's then current selling rate of exchange in San Francisco, California for sales of the currency of payment of any Demand, or of any fees or expenses or other amounts payable under this Agreement, for cable transfer to the country of which such currency is the legal tender. **"UCP"** means the Uniform Customs and Practice for Documentary Credits, an International Chamber of Commerce publication, or any substitution therefor or replacement thereof. **"Unpaid and Undrawn Balance"** means at any time the entire amount which has not been paid by you under all the Credits issued for Applicant's account, including, without limitation, the amount of each Demand on which you have not yet effected payment as well as the amount undrawn under all such Credits. **"Wells Fargo & Company"** means Wells Fargo & Company, a Delaware corporation.

SECTION 2. **HONORING DEMANDS AND DOCUMENTS.** You may receive, accept and honor, as complying with the terms of any Credit, any Demand and any Documents accompanying such Demand; provided, however, that such Demand and accompanying Documents appear on their face to comply substantially with the provisions of such Credit and are, or appear on their face to be, signed or issued by (a) a person or entity authorized under such Credit to draw, sign or issue such Demand and accompanying Documents, or (b) an administrator, executor, trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, liquidator, receiver or other legal representative or successor in interest by operation of law of any such person or entity.

SECTION 3. **REIMBURSEMENT FOR PAYMENT OF DEMANDS.** Applicant shall reimburse you for all amounts paid by you on each Demand, including, without limitation, all such amounts paid by you to any paying, negotiating or other bank. If in connection with the issuance of any Credit, you agree to pay any other bank the amount of any payment or negotiation made by such other bank under such Credit upon your receipt of a cable, telex or other written telecommunication advising you of such payment or negotiation, or authorize any other bank to debit your account for the amount of such payment or negotiation, Applicant agrees to reimburse you for all such amounts paid by you, or debited to your account with such other bank, even if any Demand or Document specified in such Credit fails to arrive in whole or in part or if, upon the arrival of any such Demand or Document, the terms of such Credit have not been complied with or such Demand or Document does not conform to the requirements of such Credit or is not otherwise in order.

SECTION 4. **FEES AND EXPENSES.** Applicant agrees to pay to you (a) all Commission Fees, Negotiation Fees, cable fees, amendment fees, non-usance fees, and cancellation fees of, and all out-of-pocket expenses incurred by, you under or in connection with any L/C Document, and (b) all fees and charges of banks or other entities other than you under or in connection with any L/C Document if any Application (i) does not indicate who will pay such fees and charges, (ii) indicates that such fees and charges are to be paid by Applicant, or (iii) indicates that such fees and charges are to be paid by the Beneficiary and the Beneficiary does not, for any reason whatsoever, pay such fees or charges. There shall be no refund of any portion of any Commission Fee in the event any Credit is used, reduced, amended, modified or terminated before its Expiration Date.

SECTION 5. **DEFAULT INTEREST.** Unless otherwise specified in any Loan Document, or on an Application and agreed to by you, all amounts to be reimbursed by Applicant to you, and all fees and expenses to be paid by Applicant to you, and all other amounts due from Applicant to you under or in connection with any L/C Documents, will bear interest (to the extent permitted by law), payable on demand, from the date you paid the amounts to be reimbursed or the date such fees, expenses and other amounts were



due until such amounts are paid in full, at a rate per annum (computed on the basis of a 360-day year, actual days elapsed) which is the lesser of (a) four percent (4%) above the Prime Rate in effect from time to time, or (b) the Maximum Rate.

SECTION 6. **TIME AND METHOD OF REIMBURSEMENT AND PAYMENT.** Unless otherwise specified in this Section, in any Loan Document, or on an Application and agreed to by you, all amounts to be reimbursed by Applicant to you, all fees and expenses to be paid by Applicant to you, and all interest and other amounts due to you from Applicant under or in connection with any L/C Documents will be reimbursed or paid at the Payment Office in Dollars in immediately available funds without setoff or counterclaim (i) on demand or, (ii) at your option by your debiting any of Applicant's accounts with you, with each such debit being made without presentment, protest, demand for reimbursement or payment, notice of dishonor or any other notice whatsoever, all of which are hereby expressly waived by Applicant. Each such debit will be made at the time each Demand is paid by you or, if earlier, at the time each amount is paid by you to any paying, negotiating or other bank, or at the time each fee and expense is to be paid or any interest or other amount is due under or in connection with any L/C Documents. If any Demand or any fee, expense, interest or other amount payable under or in connection with any L/C Documents is payable in a currency other than Dollars, Applicant agrees to reimburse you for all amounts paid by you on such Demand, and/or to pay you all such fees, expenses, interest and other amounts, in one of the three following ways, as determined by you in your sole discretion in each case: (a) at such place as you shall direct, in such other currency; or (b) at the Payment Office in the Dollar equivalent of the amount of such other currency calculated at the Rate of Exchange on the date determined by you in your sole discretion; or (c) at the Payment Office in the Dollar equivalent, as determined by you (which determination shall be deemed correct absent manifest error), of such fees, expenses, interest or other amounts or of the actual cost to you of paying such Demand. Applicant assumes all political, economic and other risks of disruptions or interruptions in any currency exchange.

SECTION 7. **AGREEMENTS OF APPLICANT.** Applicant agrees that (a) unless otherwise specifically provided in any Loan Document, you shall not be obligated at any time to issue any Credit for Applicant's account; (b) unless otherwise specifically provided in any Loan Document, if any Credit is issued by you for Applicant's account, you shall not be obligated to issue any further Credit for Applicant's account or to make other extensions of credit to Applicant or in any other manner to extend any financial consideration to Applicant; (c) you have not given Applicant any legal or other advice with regard to any L/C Document or Loan Document; (d) if you at any time discuss with Applicant the wording for any Credit, any such discussion will not constitute legal or other advice by you or any representation or warranty by you that any wording or Credit will satisfy Applicant's needs; (e) Applicant is responsible for the wording of each Credit, including, without limitation, any drawing conditions, and will not rely on you in any way in connection with the wording of any Credit or the structuring of any transaction related to any Credit; (f) Applicant, and not you, is responsible for entering into the contracts relating to the Credits between Applicant and the Beneficiaries and for causing Credits to be issued; (g) you may, as you deem appropriate, modify or alter and use in any Credit the terminology contained on the Application for such Credit; (h) unless the Application for a Credit specifies whether the Documents to be presented with a Demand under such Credit must be sent to you in one parcel or in two parcels or may be sent to you in any number of parcels, you may, if you so desire, make such determination and specify in the Credit whether such Documents must be sent in one parcel or two parcels or may be sent in any number of parcels; (i) you shall not be deemed Applicant's agent or the agent of any Beneficiary or any other user of any Credit, and neither Applicant, nor any Beneficiary nor any other user of any Credit shall be deemed your agent; (j) Applicant will promptly examine all Documents and each Credit if and when they are delivered to Applicant and, in the event of any claim of noncompliance of any Documents or any Credit with Applicant's instructions or any Application, or in the event of any other irregularity, Applicant will promptly notify you in writing of such noncompliance or irregularity, Applicant being conclusively deemed to have waived any such claim of noncompliance or irregularity unless such notice is promptly given; (k) all directions and correspondence relating to any L/C Document are to be sent at Applicant's risk; (l) if any Credit has a provision concerning the automatic extension of its Expiration Date, you may, at your sole option, give notice of nonrenewal of such Credit and if Applicant does not at any time want such Credit to be renewed Applicant will so notify you at least fifteen (15) calendar days before you are to notify the Beneficiary of such Credit or any advising bank of such nonrenewal pursuant to the terms of such Credit; (m) Applicant will not seek to obtain, apply for, or acquiesce in any temporary or permanent restraining order, preliminary or permanent injunction, permanent injunction or any other pretrial or permanent injunctive or similar relief, restraining, prohibiting or enjoining you, any of your correspondents or any advising, confirming, negotiating, paying or other bank from paying or negotiating any Demand or honoring any other obligation under or in connection with any Credit; and (n) except for Applicant's obligations specifically affected by those actions or failures to act referred to in subsections (ii) and (vii) of this Section 7(n) which you have performed or approved or accepted, Applicant's obligations under or in connection with each L/C Document and Loan Document shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of each such L/C Document and Loan Document under all circumstances whatsoever, including, without limitation, the following circumstances, the circumstances listed in Section 12(b) through (u) of this Agreement, and any other event or circumstance similar to such circumstances: (i) any lack of validity or enforceability of any L/C Document, any Loan Document, any Document or any agreement relating to any of the foregoing; (ii) any amendment of or waiver relating to, or any consent to or departure from, any L/C Document, any Loan Document or any Document; (iii) any release or substitution at any time of any Property held as Collateral; (iv) your failure to deliver to Applicant any Document you have received with a drawing under a Credit because doing so would, or is likely to, violate any law, rule or regulation of any government authority; (v) the existence of any claim, set-off, defense or other right which Applicant may have at any time against you or any Beneficiary (or any person or entity for whom any Beneficiary may be acting) or any other person or entity, whether under or in connection with any L/C Document, any Loan Document, any Document or any Property referred to in or related to any of the foregoing or under or in connection with any unrelated transaction; (vi) any breach of contract or other dispute between or among any two or more of you, Applicant, any Beneficiary, any transferee of any Beneficiary, any person or entity for whom any Beneficiary or any transferee of any Beneficiary may be acting, or any other person or entity; or (vii) any delay, extension of time, renewal, compromise or other indulgence granted or agreed to by you with or without notice to Applicant, or Applicant's approval, in respect of any of Applicant's indebtedness or other obligations to you under or in connection with any L/C Document or any Loan Document.

SECTION 8. **COMPLIANCE WITH LAWS AND REGULATIONS.** Applicant represents and warrants to you that no Application, Credit or transaction under any Application and/or Credit will contravene any law or regulation of the government of the United States or any state thereof. Applicant agrees (a) to comply with all federal, state and foreign exchange regulations and other government laws and regulations now or hereafter applicable to any L/C Document, to any payments under or in connection with any L/C Document, to each transaction under or in connection with any L/C Document, or to the import, export, shipping or financing of the Property referred to in or shipped under or in connection with any Credit, and (b) to reimburse you for such amounts as you may be required to expend as a result of such laws or regulations, or any change therein or in the interpretation thereof by any court or administrative or government authority charged with the administration of such laws or regulations.

SECTION 9. **TAXES, RESERVES AND CAPITAL ADEQUACY REQUIREMENTS.** In addition to, and notwithstanding any other provision of any L/C Document or any Loan Document, in the event that any law, treaty, rule, regulation, guideline, request, order, directive or determination (whether or not having the force of law) of or from any government authority, including, without limitation, any court, central bank or government regulatory authority, or any change therein or in the interpretation or application thereof, (a) does or shall subject you to any tax of any kind whatsoever with respect to the L/C Documents, or change the basis of taxation of payments to you of any amount payable thereunder (except for changes in the rate of tax on your net income); (b) does or shall impose, modify or hold applicable any reserve, special deposit, assessment, compulsory loan, Federal Deposit Insurance Corporation insurance or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances or loans by, other credit extended by or any other acquisition of funds by, any of your offices; (c) does or shall impose, modify or hold applicable any capital adequacy requirements (whether or not having the force of law); or (d) does or shall impose on you any other condition; and the result of any of the foregoing is (i) to increase the cost to you of issuing or maintaining any Credit or of performing any transaction under any

L/C Document, (ii) to reduce any amount receivable by you under any L/C Document, or (iii) to reduce the rate of return on your capital or the capital of the Holding Company to a level below that which you or the Holding Company could have achieved but for any imposition, modification or application of any capital adequacy requirement (taking into consideration your policy and the policy of the Holding Company, as the case may be, with respect to capital adequacy), and any such increase or reduction is material (as determined by you or the Holding Company, as the case may be, in your or the Holding Company's sole discretion); then, in any such case, Applicant agrees to pay to you or the Holding Company, as the case may be, such amount or amounts as may be necessary to compensate you or the Holding Company for (A) any such additional cost, (B) any reduction in the amount received by you under any L/C Document, or (C) to the extent allocable (as determined by you or the Holding Company, as the case may be, in your or the Holding Company's sole discretion) to any L/C Document, any reduction in the rate of return on your capital or the capital of the Holding Company.

SECTION 10. **COLLATERAL.** In addition to, and not in substitution for, any Property delivered, conveyed, transferred or assigned to you under any Loan Document as security for any or all of Applicant's obligations and liabilities to you at any time existing under or in connection with any L/C Document or any Loan Document, Applicant grants to you a security interest in and to the following Collateral, whether or not any such Collateral is in your possession or control or the possession or control of your agents or correspondents or in transit to, or set apart for, you or your agents or correspondents, until such time as all Applicant's obligations and liabilities to you at any time existing under or in connection with each L/C Document and each Loan Document have been fully paid and discharged, all as security for such obligations and liabilities, (a) all Applicant's property, claims, demands, right, title and interest in and to the balance of each of Applicant's deposit accounts with you now or at any time hereafter existing, and all evidences of such deposit accounts, (b) all Property belonging to Applicant or in which it may have an interest, now or at any time hereafter delivered, conveyed, transferred, assigned, pledged or paid to you or your agents or correspondents in any manner whatsoever, whether as security or for safekeeping or otherwise, including, without limitation, any items received for collection or transmission, and the proceeds of such items, whether or not such Property is in whole or in part released to Applicant on trust or bailee receipt or otherwise, and (c) where Applicant is more than one person or entity, all right, title and interest of each of Applicants in and to all the Property which any of Applicants may now or hereafter obtain as security for the obligations of any one or more of Applicants to one or more of the others of Applicants arising under or in connection with the transaction to which any Credit relates. Further, in addition to, and not in substitution for, any Property delivered, conveyed, transferred or assigned to you under any Loan Document as security for any or all of Applicant's obligations and liabilities to you at any time existing under or in connection with any L/C Document or any Loan Document, Applicant agrees to deliver, convey, transfer and assign to you on demand, as security, Property of a value and character satisfactory to you, (i) if you at any time feel insecure about Applicant's ability or willingness to repay any amounts which you have paid or may pay in the future on any Demand or in honoring any other of your obligations under or in connection with any Credit, or (ii) without limiting the generality of the foregoing, if any temporary or permanent restraining order, preliminary or permanent injunction, or any other pretrial or permanent injunctive or similar relief is obtained restraining, prohibiting or enjoining you, any of your correspondents, or any advising, confirming, negotiating, paying or other bank from paying or negotiating any Demand or honoring any other obligation under or in connection with any Credit. Applicant agrees that the receipt by you or any of your agents or correspondents at any time of any kind of security, including, without limitation, cash, shall not be deemed a waiver of any of your rights or powers under this Agreement. Applicant agrees to sign and deliver to you on demand, all such deeds of trust, security agreements, financing statements and other documents as you shall at any time request which are necessary or desirable (in your sole opinion) to grant to you an effective and perfected security interest in and to any or all of the Collateral. Applicant agrees to pay all filing and recording fees related to the perfection of any security interest granted to you in accordance with this Section. Applicant hereby agrees that any or all of the Collateral may be held and disposed of as provided in this Agreement by you. Upon any transfer, sale, delivery, surrender or endorsement of any Document or Property which is or was part of the Collateral, Applicant will indemnify and hold you and your agents and correspondents harmless from and against each and every claim, demand, action or suit which may arise against you or any of your agents or correspondents by reason of such transfer, sale, delivery, surrender or endorsement.

SECTION 11. **INDEMNIFICATION. Except to the extent any of the following are caused by your lack of good faith, gross negligence, willful misconduct, failure to honor any Demand presented under any Credit when such Demand and its accompanying Documents appear on their face to comply strictly with the terms of such Credit, or honor of any Demand under a Credit when such Demand and its accompanying Documents do not appear on their face to comply substantially with the terms of such Credit, Applicant agrees, notwithstanding any other provision of this Agreement, to reimburse and indemnify you for (a) all amounts paid by you to any Beneficiary under or in connection with any guarantee or similar undertaking issued by such Beneficiary to a third party at Applicant's request, whether such request is communicated directly by Applicant or through you to such Beneficiary; and (b) all damages, losses, liabilities, actions, claims, suits, penalties, judgments, obligations, costs or expenses, of any kind whatsoever and howsoever caused, including, without limitation, attorneys' fees and interest, paid, suffered or incurred by, or imposed upon, you directly or indirectly arising out of or in connection with (i) any L/C Document, any Loan Document, any Document or any Property referred to in or related to any Credit; (ii) Applicant's failure to comply with any of its obligations under this Agreement; (iii) the issuance of any Credit; (iv) the transfer of any Credit; (v) any guarantee or similar undertaking, or any transactions thereunder, issued by any Beneficiary to a third party at Applicant's request, whether such request is communicated directly by Applicant or through you to such Beneficiary; (vi) any communication made by you, on Applicant's instructions, to any Beneficiary requesting that such Beneficiary issue a guarantee or similar undertaking to a third party or the issuance of any such guarantee or similar undertaking; (vii) the collection of any amounts Applicant owes to you under or in connection with any L/C Document or any Loan Document; (viii) the foreclosure against, or other enforcement of, any Collateral; (ix) the protection, exercise or enforcement of your rights and remedies under or in connection with any L/C Document or any Loan Document; (x) any court decrees or orders, including, without limitation, temporary or permanent restraining orders, preliminary or permanent injunctions, or any other pretrial or permanent injunctive or similar relief, restraining, prohibiting or enjoining or seeking to restrain, prohibit or enjoin you, any of your correspondents or any advising, confirming, negotiating, paying or other bank from paying or negotiating any Demand or honoring any other obligation under or in connection with any Credit; or (xi) any Credit being governed by laws or rules other than the UCP in effect on the date such Credit is issued. The indemnity provided in this Section will survive the termination of this Agreement and the expiration or cancellation of any or all the Credits. Without limiting any provision of this Agreement, it is the express intention of the parties to this Agreement that the indemnity contained in this Section shall apply to each person to be indemnified without regard to the sole or contributory negligence of such person.**

SECTION 12. **LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, neither you nor any of your agents or correspondents will have any liability to Applicant for any action, neglect or omission under or in connection with any L/C Document, Loan Document or Credit, including, without limitation, the issuance or any amendment of any Credit, the failure to issue or amend any Credit, or the honoring or dishonoring of any Demand under any Credit, and such action or neglect or omission will bind Applicant, except to the extent any such action or neglect or omission is caused by, or arises from, your lack of good faith, gross negligence, willful misconduct, failure to honor any Demand presented under any Credit when such Demand and its accompanying Documents appear on their face to comply strictly with the terms of such Credit, or honor of any Demand under a Credit when such Demand and its accompanying Documents do not appear on their face to comply substantially with the terms of such Credit. Notwithstanding any other provision of any L/C Document, but without in any way affecting, except as specifically provided in this sentence, your obligation under this Agreement to honor any Demand presented under any Credit when such Demand and its accompanying Documents appear**

on their face to comply strictly with the terms of such Credit and to dishonor any Demand under a Credit when such Demand and its accompanying Documents do not appear on their face to comply substantially with the terms of such Credit, in no event shall you or your officers or directors be liable or responsible for the following, regardless of whether any claim is based on contract or tort: (a) any special, consequential, indirect or incidental damages, including, without limitation, lost profits, arising out of or in connection with the issuance of any Credit or any action taken or not taken by you in connection with any L/C Document, any Loan Document, or any Document or Property referred to in or related to any Credit; (b) the honoring of any Demand in accordance with any order or directive of any court or government or regulatory body or entity requiring such honor despite any temporary restraining order, restraining order, preliminary injunction, permanent injunction or any type of pretrial or permanent injunctive relief or any similar relief, however named, restraining, prohibiting or enjoining such honor; (c) the dishonoring of any Demand in accordance with any legal or other restriction in force at the time and in the place of presentment or payment; (d) verifying the existence or reasonableness of any act or condition referenced, or any statement made, in connection with any drawing or presentment under any Credit; (e) the use which may be made of any Credit; (f) the validity of any purported transfer of any Credit or the identity of any purported transferee of any Beneficiary; (g) any acts or omissions of any Beneficiary or any other user of any Credit; (h) the form, validity, sufficiency, correctness, genuineness or legal effect of any Demand or any Document, or of any signatures or endorsements on any Demand or Document, even if any Demand or any Document should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (i) payment by you of any Demand when the Demand and any accompanying Documents appear on their face to comply substantially with the terms of the Credit to which they relate or dishonor by you of any Demand when the Demand and any accompanying Documents do not strictly comply on their face with the terms of the Credit to which they relate; (j) the failure of any Demand or Document to bear any reference or adequate reference to the Credit to which it relates; (k) the failure of any Document to accompany any Demand; (l) the failure of any person or entity to note the amount of any Demand on the Credit to which it relates or on any Document; (m) the failure of any person or entity to surrender or take up any Credit; (n) the failure of any Beneficiary to comply with the terms of any Credit or to meet the obligations of such Beneficiary to Applicant; (o) the failure of any person or entity to send or forward Documents if and as required by the terms of any Credit; (p) any errors, inaccuracies, omissions, interruptions or delays in transmission or delivery of any messages, directions or correspondence by mail, cable, telegraph, wireless or otherwise, whether or not they are in cipher; (q) any notice of nonrenewal of a Credit sent by you not being received on time or at any time by the Beneficiary of such Credit; (r) any inaccuracies in the translation of any messages, directions or correspondence; (s) any Beneficiary's use of the proceeds of any Demand; (t) any Beneficiary's failure to repay to you or Applicant the proceeds of any Demand if the terms of any Credit require such repayment; or (u) any act, error, neglect, default, negligence, gross negligence, omission, willful misconduct, lack of good faith, insolvency or failure in business of any of your agents or correspondents or of any advising, confirming, negotiating, paying or other bank. Except to the extent caused by, or arising from, your lack of good faith, gross negligence, willful misconduct, failure to honor any Demand presented under any Credit when such Demand and its accompanying Documents appear on their face to comply strictly with the terms of such Credit, or honor of any Demand under a Credit when such Demand and its accompanying Documents do not appear on their face to comply substantially with the terms of such Credit, the occurrence of any one or more of the contingencies referred to in the preceding sentence shall not affect, impair or prevent the vesting of your rights or powers under this Agreement or any Loan Document or Applicant's obligation to make reimbursement or payment to you under this Agreement or any Loan Document. The provisions of this Section will survive the termination of this Agreement and any Loan Documents and the expiration or cancellation of any or all the Credits.

SECTION 13. **EVENTS OF DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement: (a) Applicant's or any Guarantor's failure to pay any principal, interest, fee or other amount when due under or in connection with any L/C Document or any Loan Document; (b) Applicant's failure to deliver to you Property of a value and character satisfactory to you at any time you have demanded security from Applicant pursuant to Section 10 of this Agreement; (c) the occurrence and continuance of any default or defined event of default under any Loan Document or any other agreement, document or instrument signed or made by Applicant or any Guarantor in your favor; (d) Applicant's or any Guarantor's failure to perform or observe any term, covenant or agreement contained in this Agreement or any Loan Document (other than those referred to in subsections (a), (b) and (c) of this Section, or the breach of any other obligation owed by Applicant or any Guarantor to you, and any such failure or breach shall be impossible to remedy or shall remain unremedied for thirty (30) calendar days after such failure or breach occurs; (e) any representation, warranty or certification made or furnished by Applicant or any Guarantor under or in connection with any L/C Document, any Loan Document or any Collateral, or as an inducement to you to enter into any L/C Document or Loan Document or to accept any Collateral, shall be materially false, incorrect or incomplete when made; (f) any material provision of this Agreement or any Loan Document shall at any time for any reason cease to be valid and binding on Applicant or any Guarantor or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Applicant, any Guarantor or any government agency or authority, or Applicant or any Guarantor shall deny that it has any or further liability or obligation under this Agreement or any Loan Document; (g) Applicant's or any Guarantor's failure to pay or perform when due any indebtedness or other obligation Applicant or such Guarantor has to any person or entity other than you if such failure gives the payee of such indebtedness or the beneficiary of the performance of such obligation the right to accelerate the time of payment of such indebtedness or the performance of such obligation; (h) any guarantee of, or any security covering, any of Applicant's indebtedness to you arising under or in connection with any L/C Document or any Loan Document fails to be in full force and effect at any time; (i) any material adverse change in Applicant's or any Guarantor's financial condition; (j) Applicant or any Guarantor suspends the transaction of its usual business or is expelled or suspended from any exchange; (k) Applicant or any Guarantor dies or is incapacitated; (l) Applicant or any Guarantor dissolves or liquidates; (m) Applicant or any Guarantor is not generally paying its debts as they become due; (n) Applicant or any Guarantor becomes insolvent, however such insolvency may be evidenced, or Applicant or any Guarantor makes any general assignment for the benefit of creditors; (o) a petition is filed by or against Applicant or any Guarantor seeking Applicant's or such Guarantor's liquidation or reorganization under the Bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time, or a similar action is brought by or against Applicant or any Guarantor under any federal, state or foreign law; (p) a proceeding is instituted by or against Applicant or any Guarantor for any relief under any bankruptcy, insolvency or other law relating to the relief of debtors, reorganization, readjustment or extension of indebtedness or composition with creditors; (q) a custodian or a receiver is appointed for, or a writ or order of attachment, execution or garnishment is issued, levied or made against, any of Applicant's or any Guarantor's Property or assets; (r) an application is made by any of Applicant's or any Guarantor's judgment creditors for an order directing you to pay over money or to deliver other of Applicant's or such Guarantor's Property; or (s) any government authority or any court takes possession of any substantial part of Applicant's or any Guarantor's Property or assets or assumes control over Applicant's or any Guarantor's affairs.

SECTION 14. **REMEDIES.** Upon the occurrence and continuance of any Event of Default all amounts paid by you on any Demand which have not previously been repaid to you, together with all interest on such amounts, and the Unpaid and Undrawn Balance, if any, shall automatically be owing by Applicant to you and shall be due and payable by Applicant on demand without presentment or any other notice of any kind, including, without limitation, notice of nonperformance, notice of protest, protest, notice of dishonor, notice of intention to accelerate, or notice of acceleration, all of which are expressly waived by Applicant. Upon payment of the Unpaid and Undrawn Balance to you Applicant shall have no further legal or equitable interest therein, and you will not be required to segregate on your books or records the Unpaid and Undrawn Balance paid by Applicant. After you receive the Unpaid and Undrawn Balance, you agree to pay to Applicant, upon termination of all of your liability under all the Credits and Demands, a sum equal to the

amount which has not been drawn under all the Credits less all amounts due and owing to you from Applicant under or in connection with the L/C Documents and the Loan Documents. Further, upon the occurrence and continuance of any Event of Default, you may sell immediately, without demand for payment, advertisement or notice to Applicant, all of which are hereby expressly waived, any and all Collateral, received or to be received, at private sale or public auction or at brokers' board or upon any exchange or otherwise, at your option, in such parcel or parcels, at such times and places, for such prices and upon such terms and conditions as you may deem proper, and you may apply the net proceeds of each sale, together with any sums due from you to Applicant, to the payment of any and all obligations and liabilities due from Applicant to you under or in connection with the L/C Documents and the Loan Documents, all without prejudice to your rights against Applicant with respect to any and all such obligations and liabilities which may be or remain unpaid. If any such sale be at brokers' board or at public auction or upon any exchange, you may yourself be a purchaser at such sale free from any right of redemption, which Applicant hereby expressly waive and release. All your rights and remedies existing under the L/C Documents and the Loan Documents are in addition to, and not exclusive of, any rights or remedies otherwise available to you under applicable law. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, upon the occurrence and continuance of any Event of Default, Applicant hereby authorizes you at any time or from time to time, without notice to Applicant or to any other person (any such notice being hereby expressly waived by Applicant) and to the extent permitted by law, to appropriate and to apply any and all Applicant's deposits (general or special, including, without limitation, indebtedness evidenced by certificates of deposit) with you or elsewhere, whether matured or unmatured, and any other indebtedness at any time held or owing by you to or for Applicant's credit or its account, against and on account of Applicant's obligations and liabilities to you under or in connection with any of the L/C Documents or the Loan Documents, irrespective of whether or not you shall have made any demand for payment of any or all such obligations and liabilities or declared any or all such obligations and liabilities to be due and payable, and although any or all such obligations and liabilities shall be contingent or unmatured.

SECTION 15. **GENERAL WAIVERS.** No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by you under any L/C Document or any Loan Document shall impair your rights or powers under this Agreement or any Application. You shall not be deemed to have waived any of your rights under this Agreement or any Application unless such waiver is in writing signed by your authorized representative. No such waiver, unless expressly provided therein, shall be effective as to any transactions which occur subsequent to the date of such waiver or as to the continuance of any Event of Default after such waiver.

SECTION 16. **AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT AND THE CREDITS.** No amendment or modification of this Agreement shall be effective unless it is in writing signed by Applicant's and your authorized representative(s). At Applicant's verbal or written request, or with Applicant's verbal or written consent, and without extinguishing or otherwise affecting Applicant's obligations under this Agreement or any Loan Document, you may with respect to any Credit, in writing or by any other action, but you will not be obligated to, (a) increase the amount of such Credit, (b) extend the time for, and amend or modify the terms and conditions governing, the making and honoring of any Demand or Document or any other terms and conditions of such Credit, or (c) waive the failure of any Demand or Document to comply with the terms of such Credit, and any Collateral pledged or granted to you in connection with such Credit will secure Applicant's obligations to you with respect to such Credit as amended, modified or waived. No amendment to, or modification of, the terms of any Credit will become effective if the Beneficiary of such Credit or any confirming bank objects to such amendment or modification. If any Credit is amended or modified in accordance with this Section, Applicant shall be bound by, and obligated under, the provisions of this Agreement with respect to such Credit as so amended or modified, and any action taken by you or any advising, confirming, negotiating, paying or other bank in accordance with such amendment or modification.

SECTION 17. **SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement and each Application shall bind Applicant's heirs, executors, administrators, successors and assigns, and all rights, benefits and privileges conferred on you under or in connection with each L/C Document and each Loan Document shall be and hereby are extended to, conferred upon and may be enforced by your successors and assigns. Applicant will not assign this Agreement or Applicant's obligations or liabilities to you under or in connection with any L/C Document or Loan Document to any person or entity without your prior written approval.

SECTION 18. **GOVERNING LAW.** This Agreement and each Application, and Applicant's and your performance under this Agreement and each Application, shall be governed by and be construed in accordance with the laws of the State of California. Unless you otherwise specifically agree in writing, each Credit, the opening of each Credit, the performance by you under each Credit, and the performance by the Beneficiary and any advising, confirming, negotiating, paying or other bank under each Credit, shall be governed by and be construed in accordance with the UCP in force on the date of the issuance of each Credit.

SECTION 19. **JURISDICTION AND SERVICE OF PROCESS.** Any suit, action or proceeding against Applicant under or with respect to any L/C Document may, at your sole option, be brought in (a) the courts of the State of California, (b) the United States District Courts in California, (c) the courts of Applicant's jurisdiction of incorporation or principal office, or (d) the courts of the jurisdiction where any Beneficiary, any advising, confirming, negotiating, paying or other bank, or any other person or entity has brought any suit, action or proceeding against you with respect to any Credit or any Demand, and Applicant hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and waives any other preferential jurisdiction by reason of domicile. Applicant will accept joinder in any suit, action or proceeding brought in any court or jurisdiction against you by any Beneficiary, any advising, confirming, negotiating, paying or other bank or any other person or entity with respect to any Credit or any Demand. Applicant irrevocably waives any objection, including, without limitation, any objection of the laying of venue or any objection based on the grounds of ***forum non conveniens,*** which Applicant may now or hereafter have to the bringing of any such action or proceeding. Applicant further waives any right to transfer or change the venue of any suit, action or proceeding brought against Applicant by you under or in connection with any L/C Document. Applicant irrevocably consents to the service of process in any action or proceeding in any court by the mailing of copies thereof by registered or certified mail, postage prepaid, to Applicant at its address specified next to its signature on this Agreement or at such other address as Applicant shall have notified to you in writing, such service to be effective ten (10) days after such mailing.

SECTION 20. **GOVERNING LAW AND DISPUTES RESOLVED AS PROVIDED IN THE LOAN DOCUMENTS.** Notwithstanding any provision to the contrary in this Agreement, if any Credit governed by this Agreement is issued under or pursuant to any Loan Document, the law governing such Loan Document will also govern this Agreement and each Application and Applicant's and your performance under this Agreement and each Application, and all disputes arising between Applicant and you under or in connection with any L/C Document will be resolved as provided in such Loan Document, unless any such dispute is brought by, or involves, the Beneficiary of such Credit, or any advising, confirming, negotiating, paying, accepting or other bank, or any other person or entity other than Applicant, and results in legal action different from the form of action provided in such Loan Document. If pursuant to this Section Texas law governs this Agreement, the special Texas provisions at the end of this Agreement will apply.

SECTION 21. **MULTIPLE APPLICANTS AND WAIVERS.** If this Agreement is signed by more than one person and/or entity as an Applicant, this Agreement and the Applications of each such person and/or entity shall be the joint and several agreement of all such persons and/or entities and all references to "Applicant" or "Applicant's" in this Agreement and the Applications shall refer to all such persons and/or entities jointly and severally. You shall have no obligation to disclose to any Applicant any information or material about any other Applicant or any other person which you acquire in any manner. Each Applicant waives any right to require you to proceed against any other Applicant or any other person, or marshal assets or proceed against or exhaust any security held from any other Applicant or any other person. Each Applicant waives any defense to its liability in connection with any Credit or this Agreement based upon or arising by reason of (a) any defense of any other Applicant or any other person; (b) the cessation or limitation from any cause whatsoever, other than payment in full of such Applicant's obligations under this Agreement, of the liability of any other Applicant

or of any other person in connection with any Credit or this Agreement; (c) any act or omission by you which directly or indirectly results in or aids the release or discharge of any other Applicant or any other person by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies you may have against any other Applicant or any other person, including, without limitation, the release by you of any Guarantor or other person obligated in connection with any Credit or this Agreement; (d) the release of any security for any indebtedness owed to you in connection with any Credit or this Agreement; (e) the application of payments received by you from any other Applicant or any other person obligated in connection with any Credit or this Agreement to indebtedness of such other Applicant or other person to you other than indebtedness in connection with any Credit or this Agreement, and (f) any modification of the obligations or liabilities of any other Applicant or any other person in connection with any Credit or this Agreement. Each Applicant waives all rights and defenses it may have arising out of (A) any election of remedies by you, even though that election of remedies destroys such Applicant's rights of subrogation or its rights to proceed against any other Applicant or any other person for reimbursement, or (B) any loss of rights such Applicant may suffer by reason of any rights, powers or remedies of any other Applicant or other person in connection with any anti deficiency laws or any other laws limiting, qualifying or discharging any such other Applicant's or other person's indebtedness in connection with any Credit or this Agreement, whether by operation of law or otherwise. Until all indebtedness of each Applicant to you arising under or in connection with this Agreement or any Credit shall have been paid in full, each Applicant waives any right of subrogation and any right to enforce any remedy which you now have or may hereafter have against any other Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by you. If any waiver in this Agreement is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

SECTION 22. **SEVERABILITY.** Any provision of any L/C Document which is prohibited or unenforceable in any jurisdiction shall be, only as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability, but all the remaining provisions of such L/C Document and all the other L/C Documents shall remain valid.

SECTION 23. **HEADINGS.** The headings used in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.

SECTION 24. **COMPLETE AGREEMENT.** The entire agreement with respect to each Credit will consist of this Agreement and the Application for such Credit, together with any written document or instrument signed by Applicant and you, or signed by Applicant and approved by you, which specifically references such Credit, the Application for such Credit, or this Agreement. Except as specifically provided in this Agreement, in any Application or in any written document or instrument referred to in the preceding sentence, no statements or representations not contained in this Agreement, such Application or such written document or instrument shall have any force or effect on this Agreement, such Application or such written document or instrument.

UNLESS ANY CREDIT GOVERNED BY THIS AGREEMENT IS ISSUED UNDER OR PURSUANT TO A LOAN DOCUMENT WHICH DOES NOT HAVE TEXAS GOVERNING LAW, IF THE APPLICANT'S ADDRESS BELOW IS IN TEXAS, OR IF THE APPLICANT'S HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS IS IN TEXAS, THE FOLLOWING ADDITIONAL PROVISIONS WILL APPLY

Section Texas 1. **GOVERNING LAW.** This Agreement and each Application, and Applicant's and your performance under this Agreement and each Application, shall be governed by and be construed in accordance with the laws of the State of Texas.

Section Texas 2. **JURISDICTION AND SERVICE OF PROCESS.** Any suit, action or proceeding against Applicant under or with respect to any L/C Document may, at your sole option, be brought in (a) the courts of the State of Texas, (b) the United States District Courts in Texas, (c) the courts of Applicant's jurisdiction of incorporation or principal office, or (d) the courts of the jurisdiction where any Beneficiary, any advising, confirming, negotiating, paying or other bank, or any other person or entity has brought any suit, action or proceeding against you with respect to any Credit or any Demand, and Applicant hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and waives any other preferential jurisdiction by reason of domicile. The remaining provisions of Section 19 of this Agreement will apply.

Section Texas 3. **CERTAIN TRI-PARTY ACCOUNTS.** Applicant and you agree that Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts and revolving tri-party accounts) shall not apply to any revolving loan accounts created under, or maintained in connection with, this Agreement, any other L/C Document, or any Loan Document.

Section Texas 4. **BUSINESS PURPOSE.** Applicant represents and warrants that all its obligations and liabilities evidenced by the L/C Documents and the Loan Documents are for a business, commercial, investment, agricultural or other similar purpose and not primarily for a personal, family or household purpose.

Section Texas 5. **COMPLIANCE WITH USURY LAWS.** It is Applicant's and your intention to comply strictly with applicable usury laws. Accordingly, notwithstanding any provision to the contrary in any L/C Document or in any Loan Document, in no event shall any L/C Document or any Loan Document require the payment or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest under applicable laws that exceed the Maximum Rate permitted by such laws, as the same may be amended or modified from time to time. If any such excess interest is called for, contracted for, charged, taken, reserved or received in connection with any L/C Document or any Loan Document or in any communication by you or any other person to Applicant or to any other person, or in the event that all or part of the principal or interest owing to you under any L/C Document or any Loan Document shall be prepaid or accelerated, so that under any of such circumstances or under any other circumstance whatsoever the amount of interest contracted for, charged, taken, reserved or received on the amount of principal actually outstanding from time to time under any L/C Document or any Loan Document exceeds the Maximum Rate, then in such event it is agreed that (i) the provisions of this Section shall govern and control, (ii) neither Applicant nor any other person or entity now or hereafter liable for the payments under any L/C Document or any Loan Document shall be obligated to pay the amount of such interest to the extent it is in excess of the Maximum Rate, (iii) any such excess interest which is or has been received by you, notwithstanding this Section, shall be credited against the then unpaid principal balance owing under any L/C Document or any Loan Document, or if all amounts outstanding under any L/C Document or any Loan Document have been or would be paid in full by such credit, refunded to Applicant, and (iv) the provisions of the L/C Documents and the Loan Documents, and any other communication by you or any other person to Applicant shall immediately be deemed reformed and such excess interest reduced to the Maximum Rate without the necessity of executing any other document. The right to accelerate the maturity of any amounts due under any L/C Document or any Loan Document does not include the right to accelerate, collect or charge unearned interest, but only such interest that has otherwise accrued as of the date of acceleration. Without limiting the foregoing, all calculations of the rate of interest contracted for, charged, taken, reserved or received in connection with any L/C Document or any Loan Document which are made for the purpose of determining whether such rate exceeds the Maximum Rate shall be made to the extent permitted by applicable laws by amortizing, prorating, allocating and spreading, during the period of the full term of such L/C Document or such Loan Document, including, without limitation, all prior and subsequent renewals and extensions of such L/C Document or such Loan Document, all interest at any time contracted for, charged, taken, reserved or received by you. The terms of this Section shall be deemed to be incorporated into each L/C Document and each Loan Document . To the extent that either Chapter 303 or 306, or both, of the Texas Finance Code apply in determining the Maximum Rate, you hereby elect to determine the applicable rate ceiling by using the weekly ceiling from time to time in effect, subject to your

right subsequently to change such method in accordance with applicable law, as the same may be amended or modified from time to time.

Section Texas 6. **ALL THE L/C DOCUMENTS AND THE LOAN DOCUMENTS CONSTITUTE A WRITTEN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE L/C DOCUMENTS OR THE LOAN DOCUMENTS OR THE INDEBTEDNESS EVIDENCED BY THE L/C DOCUMENTS OR THE LOAN DOCUMENTS.**

IF THE APPLICANT'S ADDRESS BELOW IS IN OREGON OR IF ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS IS IN OREGON, THE FOLLOWING ADDITIONAL PROVISIONS WILL APPLY

Section Oregon 1. **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY A LENDER AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.**

IF THE APPLICANT'S ADDRESS BELOW IS IN WASHINGTON OR IF ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS IS IN WASHINGTON, THE FOLLOWING ADDITIONAL PROVISIONS WILL APPLY

Section Washington 1. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IF THE APPLICANT'S ADDRESS BELOW IS IN NEBRASKA OR IF ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS IS IN NEBRASKA, THE FOLLOWING ADDITIONAL PROVISIONS WILL APPLY

Section Nebraska 1. **ENFORCEABILITY OF WRITTEN TERMS ONLY. A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT THE PARTIES FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.**

IF THE APPLICANT'S ADDRESS BELOW IS IN IOWA OR IF ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS IS IN IOWA, THE FOLLOWING ADDITIONAL PROVISIONS WILL APPLY

Section Iowa 1. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Section Iowa 2. By signing this Agreement, Applicant acknowledges receipt of a copy of this Agreement.

This Agreement is signed by Applicant's duly authorized representative or representatives on the date specified below.

City of Las Vegas Nevada
[APPLICANT'S NAME]
400 Stewart Ave. 6th floor
Las Vegas, NV 89101

[ADDRESS]

By: _____
Mark Vincent

Title: Director of Finance
Date: 6-8-09

By: _____

Title: _____
Date: _____

APPROVED AS TO FORM
6/25/09
Teresita L. Ponticello **Date**
Chief Deputy City Attorney

CRC/SNWA
Energy Supply Program

Las Vegas City Council Meeting

July 15, 2009

Legal Authority

- NRS 704.787 allows the Colorado River Commission of Nevada (CRC) to sell electricity and provide transmission service or distribution service or both to meet the needs of the Southern Nevada Water Authority (SNWA) and its member agencies for their water pumping and wastewater pumping needs
- NRS 704.787 was enacted during the 2001 legislative session
- Approximately 95% of the SNWA's energy needs and 50% of the Las Vegas Valley Water District's energy needs are met through the Energy Supply Program
  - Program is jointly managed by the CRC and the SNWA

Program Overview

- Energy
  - Energy makes up approximately 80% of the cost of electricity
  - Energy is purchased by the CRC in the forward market for a five-year rolling period
  - Sufficient energy is purchased to meet the needs of the SNWA and the participating member agencies based on a forecast of their needs
    - Contractually, the CRC provides the energy to the SNWA who in turn provides it to their participating member agencies
    - A Risk Control Committee makes decisions about how energy is purchased

Program Overview

- Energy (con't)
  - Energy from customer-owned generation is used to meet the customer's needs
    - The financial benefits and detriments of the asset stay with the customer and are not co-mingled with other customers

Program Overview

- Transmission and Distribution
  - Energy purchased by the CRC is delivered over NV Energy's "wires"
  - The CRC pays NV Energy a rate to use its wires
  - NV Energy constructs new electrical facilities and responds to system outages in the same manner as they have in the past
  - Advanced metering allows customers to monitor their energy use in real-time

Program Benefits

- Because power is procured for a rolling five-year period, power costs are largely fixed

  - Since power costs are known, it is easier to budget

- Power purchases can be tailored specifically to meet water pumping and wastewater needs
- Customers participate in energy management decision making via a Risk Control Committee
- Excess generation from customer-owned generation assets is sold at market prices and the proceeds are used to offset customer costs

Up-Front Costs

- NV Energy Exit Fees (Up to $2.4 million)
  - A deferred energy exit fee pays for historical fuel and purchased power expenses
  - An impact fee protects NV Energy and its remaining customers from economic harm due to the customer's decision to switch energy providers
- Metering and Telecommunications ($125k)

Historical and Projected Savings

- Over the last three years, the SNWA has saved approximately $45 million in energy costs
- Future savings for the City are highly dependent upon estimates of NV Energy's retail rates
  - Annual savings for the City are projected to average approximately 8-12% over the next five years

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Network Integration Transmission Service Agreement between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to supply energy transmission service for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - County (near Ward 3 - Reese) and Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to the First Amended Power Supply Agreement between the Colorado River Commission (CRC) and the Southern Nevada Water Authority (SNWA) as defined in NRS 704.787, the CRC has been authorized to provide electric services to SNWA and its member agencies for water and wastewater operations. The City of Las Vegas being a member agency desires CRC to provide sufficient power supply assets to meet electrical needs of the city's wastewater treatment facilities. The Service Agreement allows NV Energy as the transmission service provider and scheduling coordinator, to provide unbundled transmission services and scheduled delivery of power utilizing NV Energy's transmission assets.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Service Agreement for Network Integration

SERVICE AGREEMENT FOR NETWORK INTEGRATION

TRANSMISSION SERVICE

RETAIL ACCESS TRANSMISSION SERVICE

BETWEEN

NEVADA POWER COMPANY d/b/a NV ENERGY
(Transmission Provider)

AND

NEVADA POWER COMPANY d/b/a NV ENERGY
(Scheduling Coordinator/Network Customer)

AND

COLORADO RIVER COMMISSION of NEVADA
(Aggregator for End Use Customer)

AND

CITY OF LAS VEGAS
(End Use Customer)

DATED: September 1, 2009

Service Agreement For Network Integration Transmission Service Retail Access Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between Nevada Power Company d/b/a NV Energy ("Transmission Provider"),Nevada Power Company d/b/a NV Energy, a Generation and Energy Supply line of business within NV Energy ("NPC", "Scheduling Coordinator", "Network Customer" or "Transmission Customer"), Colorado River Commission of Nevada ("CRC" or "Aggregator for the End-Use Customer"), and the City of Las Vegas("the City" or "End-Use Customer") for the City's full Network Load (plus losses). Network Integration Transmission Service has been applied for on behalf of the City, the End-Use Customer. The City is an Eligible Customer as defined by Section 1.14 of the Tariff, pursuant to a Retail Open Access Program under which the Transmission Provider is required to offer unbundled retail transmission service.

2.0 The Transmission Provider has determined that a Completed Application for Network Integration Transmission Service under the Transmission Provider's Open Access Transmission Tariff ("Tariff") has been submitted on the City's behalf.

3.0 The Scheduling Coordinator is taking service under Sections III and IV of the Tariff, Retail Access Transmission Service, as an agent for the Aggregator for the End-Use Customer for the benefit of the End-Use Customer. The Transmission Provider has not required the Scheduling Coordinator to post a security deposit pursuant to Section 36.6 because the End Use Customer is a local government and has an Approved Credit Rating.

4.0 Service under this agreement shall commence on the later of (1) Requested Service Date as indicated in the Specification for Network Integration Transmission Service, Section 2, or (2) the date on which construction of any Direct Assignment Facilities are completed, or (3) Network Upgrades are completed, (or in the alternative, a Temporary Release of Capacity, as set forth in the Specifications for Network Integration Transmission Service, if applicable), or (4) such other date as it is permitted to become

effective by the Commission or (5) the date the End-Use Customer has satisfied all applicable state regulatory requirements associated with Nevada's Retail Open Access Program.

A Network Customer having point(s) of interconnection on Transmission Provider's Transmission System shall be required to have a Network Operating Agreement in place prior to commencement of transmission service hereunder. Service under this agreement shall terminate on May 31, 2013.

5.0 The Transmission Provider agrees to provide and the Transmission Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III and Part IV of the Tariff, this Service Agreement, and the Network Operating Agreement as they may be amended from time to time.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

NV Energy
Attention: Chris Tomchuk
Director, Transmission Policy & Contracts
P.O. Box 10100 M/S S3B40
Reno, NV 89520-0024

Network Customer/Scheduling Coordinator:

NV Energy
Attention: Jeff Hill
Executive, Resource Procurement
P.O. Box 98910
Las Vegas, NV 89151-0001

Aggregator for End-Use Customer:

Colorado River Commission of Nevada
Attention: Gail Bates
555 E. Washington Ave. Suite 3100
Las Vegas, NV 89101

End-Use Customer:

City of Las Vegas
Attention: John Bettencourt
6005 E. Vegas Valley Dr.
Las Vegas, NV 89142

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

End-Use Customer - the City:

By:			
Oscar B. Goodman		Mayor Title	Date

Aggregator for End Use Customer - CRC:

By:			
George M. Caan		Executive Director Title	6/10/09 Date

Network Customer/Scheduling Coordinator - NPC:

By:			
Roberto Denis		Corp Sr VP, Gen & Energy Supply Title	Date

Transmission Provider:

By:			
Mario Villar		Transmission Executive Title	Date

Approved as to form
John S. Ridilla 6/12/09
John S. Ridilla Date
Deputy City Attorney

SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between Nevada Power Company d/b/a NV Energy ("Transmission Provider"), Nevada Power Company d/b/a NV Energy, a Generation and Energy Supply line of business within NV Energy ("NPC", "Scheduling Coordinator", "Network Customer" or "Transmission Customer"), Colorado River Commission of Nevada ("CRC" or "Aggregator for the End-Use Customer"), and the City of Las Vegas ("the City" or "End-Use Customer") for the City's full Network Load (plus losses). Network Integration Transmission Service has been applied for on behalf of the City, the End-Use Customer. The City is an Eligible Customer as defined by Section 1.14 of the Tariff, pursuant to a Retail Open Access Program under which the Transmission Provider is required to offer unbundled retail transmission service.

2.0 Term of Network Service:
Requested Start Date: September 1, 2009

Termination Date: May 31, 2013

3.0 Description of capacity and/or energy to be transmitted by Transmission Provider across the Transmission Provider's Transmission System (including electric control area in which the transaction originates):

(a) The Transmission Customer shall have the right to schedule deliveries of its Network Resources on a firm basis (subject to system reliability and operating nomograms as posted on OASIS) during all time periods through the Mead 230 kV Point of Receipt for the City's full Network Load requirements (plus losses).

(b) Such rights will become effective on the date that the Transmission Customer commences taking service under this Agreement and will continue in effect until terminated pursuant to Section 2 of the Specification of the Agreement, or until retail access distribution service is terminated pursuant to the Transmission Provider's state-jurisdictional retail tariffs, or until a Regional Transmission Organization ("RTO") in which the Transmission Provider is a participant is operational, whichever event occurs first.

If the Transmission Provider participates in an RTO which is not operational or is operational but does not have a congestion management system, then the rights granted by the Transmission Provider will continue until such time as the RTO has a congestion management system. On the congestion management system date the import rights granted by the Transmission Provider to the End-Use Customer shall not revert back to the Native Load energy provider unless the End-Use Customer elects to take its energy service from the Native Load energy provider. Instead, if the Transmission Provider participates in a RTO, such rights shall be converted into rights under the RTO's congestion management system and assigned to the End-Use Customer to the same extent the rights of other pre-existing Network Customers under this Tariff are assigned by the RTO.

(c) End-Use Customer Rights: The import rights to the Uncongested Grid released under this Agreement are granted to the End-Use Customer upon whose behalf the Scheduling Coordinator is obtaining transmission service and will remain with the End-Use Customer. If the End-Use Customer chooses a new Scheduling Coordinator, the transmission rights will be transferred to the new Scheduling Coordinator on behalf of the End-Use Customer. If the End-Use Customer elects to return to bundled retail electric service, the rights granted by the Transmission Provider will revert back to the Native Load.

4.0 Network Resources

(1) Transmission Customer Generation Owned:

Source	Total Capacity (MW)	Capacity Designation as Network Resource

(2) Transmission Customer Generation Purchased:

Source	Total Capacity (MW)	Capacity Designation as Network Resource
American Electric Power	25 MW	8 MW

(3) End Use Customer's Generation Internal to the Control Area but external to the Uncongested Grid per Section 38A of the OATT.

Source	Total Capacity (MW)	Capacity Designation as Network Resource
N/A	0	0

(4) Total Network Resources: (1)+(2)+(3) 8 MW

5.0 Transmission Load:

(1) End-Use Customer's Network Load: End-Use Customer's Network Load measured at the Point(s) of Delivery listed below is its full load requirement as it changes from time to time, including load growth. End-Use Customer's estimated non-coincident peak load at Point(s) of Delivery is 8 MW.

Point(s) of Delivery	Delivery Voltage Level	MW or % of Load
Please see Attachment 1	Various	100%

Total Network Load (Without Losses) = 8 MW

6.0 Designation of party subject to reciprocal service obligation: The Scheduling Coordinator, Aggregator, End Use Customer or any affiliates of these parties.

7.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

(1) Monthly Demand Charge - Zone B per Attachment H of the Tariff.

(2) Facilities Study Charge: All study work has been completed for this Transmission Customer's request.

(3) Direct Assignment Facilities Charge: Including but not limited to, real time metering and communications costs and other costs yet to be determined, if any.

(4) Ancillary Services: Ancillary Services (other than Scheduling, System Control and Dispatch Service and Reactive Supply and Voltage Control Service) may be self-provided as provided in the Tariff.

(a) Scheduling System, Control and Dispatch Service: Zone B per Schedule 1 of the Tariff.

(b) Reactive Supply and Voltage Control from Generation Service: Zone B per Schedule 2 of the Tariff.

(c) Regulation and Frequency Response Service: Transmission Customer will purchase this ancillary service from the Transmission Provider for Zone B per Schedule 3 of the Tariff. Transmission Customer has the right to change its election by providing written notice to the Transmission Provider per the terms and conditions of the Tariff.

(d) Energy Imbalance Service: Zone B per Schedule 4 of the Tariff.

(e) Operating Reserve - Spinning Reserve Service: Transmission Customer will purchase this ancillary service from the Transmission Provider for Zone B per Schedule 5 of the Tariff. Transmission Customer has the right to change its election by providing written notice to the Transmission Provider per the terms and conditions of the Tariff. For Network Resource(s) that are unit contingent or interruptible imports, the Transmission Customer will be charged 100% reserve requirement for that resource(s).

(f) Operating Reserve - Supplemental Reserve Service: Transmission Customer will purchase this ancillary service from the Transmission Provider for Zone B per Schedule 6 of the Tariff. Transmission Customer has the right to change its election by providing written notice to the Transmission Provider per the terms and conditions of the Tariff. For Network Resource(s) that are unit contingent or interruptible imports, the Transmission Customer will be charged 100% reserve requirement for that resource(s).

(g) Loss Compensation Service: The Scheduling Coordinator will self provide the loss compensation service by scheduling, in addition to its load, transmission losses in the amount indicated in the Tariff Zone B per Schedule 10 of the Tariff and for distribution losses in the amount indicated Section 4.h below.

(h) Distribution Loss Factor: Zone B per Attachment K of the Tariff for the appropriate Point of Delivery voltage. The Distribution Loss Factor will be applied to metered loads to account for Real Power Loss on distribution facilities used to provide Transmission Service.

(5) Redispatch Charges: Pursuant to the Tariff.

(6) Power Factor Requirements: This will be billed for under the applicable Distribution Only Service Tariff for each Point of Delivery and is not included herein.

End-Use Customer - the City:

By: _____ Mayor _____
Oscar B. Goodman Title Date

Aggregator for End Use Customer - CRC:

By: _____ Executive Director 6/10/09
George M. Caan Title Date

Network Customer/Scheduling Coordinator - NPC:

By: _____ Corp Sr VP, Gen & Energy Supply _____
Roberto Denis Title Date

Transmission Provider - NV Energy:

By: _____ Transmission Executive _____
Mario Villar Title Date

Approved as to form
John S. Ridilla 6/12/09
John S. Ridilla Date
Deputy City Attorney

Attachment 1 to Transmission Service Agreement No. 09-00002
Account Detail For
City of Las Vegas (End-Use Customers) and
NV Energy (Scheduling Coordinator/Network Customer)

Facility Name	Facility Address	Premise Number	Rate Class	Primary Voltage	Secondary Voltage
WPCF: Plants 3&4	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1427682	LGS-3-S	12.5 kV	480 V
WPCF: Plants 1&2, Chemical Building	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1056210	LGS-2-S	12.5 kV	480 V
WPCF: Nitration/Filtration	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1518600	LGS-3-S	12.5 kV	480 V
DHWRC: Durango Hills Facility	3271 N. Durango, Las Vegas, NV 89129	1816348	LGS-3-P	12.5 kV	4160 V
WPCF: Nitration/Filtration	6005 E. Vegas Valley Dr.	1518597	LGS-3-S	12.5 kV	480 V
WPCF: Dewatering	6005 E. Vegas Valley Dr.	1427683	LGS-2-S	12.5 kV	480 V
WPCF; Nitration/Filtration	6005 E. Vegas Valley Dr.	1518598	LGS-3-S	12.5 kV	480 V
WPCF; Nitration/Filtration	6005 E. Vegas Valley Dr.	1518599	LGS-3-S	12.5 kV	480 V
WPCF; Headworks	6005 E. Vegas Valley Dr.	1869292	LGS-1	12.5 kV	480 V

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Distribution-Only Service Agreement between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to supply energy transmission services for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive (Estimated fee of $2,390,000 - Sanitation Fund) - County (near Ward 3 - Reese) and Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,390,000
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
Pursuant to the First Amended Power Supply Agreement between the Colorado River Commission (CRC) and the Southern Nevada Water Authority (SNWA) as defined in NRS 704.787, the CRC has been authorized to provide electric services to SNWA and its member agencies for water and wastewater operations. The City of Las Vegas being a member agency desires CRC to provide sufficient power supply assets to meet electrical needs of the city's wastewater treatment facilities. The Service Agreement allows NV Energy to only provide transmission services. NV Energy has assessed an estimated economic impact exit fee of $2,390,000 to mitigate any negative impact to NV Energy or its customers as a result of the city receiving service from an alternate provider.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Distribution Only Service Rider Agreement

DISTRIBUTION ONLY SERVICE RIDER
SCHEDULE DOS

Service Agreement
Agreement Number: DOS-CITY1

This Service Agreement together with all of the attachments and exhibits (the "Agreement") is made and entered into as of this ___ day of _____, 2009, by and among the City of Las Vegas, an entity to whom the Colorado River Commission of Nevada ("CRC") may sell electricity and provide transmission service or distribution service or both pursuant to NRS 704.787 ("Customer" or "End-Use Customer"), the Colorado River Commission of Nevada ("CRC"), an agency created by and existing pursuant to state law, and Nevada Power Company, d/b/a NV Energy ("Utility" or "Company"), a corporation organized and existing under the laws of the state of Nevada. From time to time, the CRC, Customer and the Utility shall be individually referred to herein as a "Party" and collectively as the "Parties".

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship among the Parties hereto by which the Customer shall receive Distribution-only Service and any other services that may be required concomitant to Distribution-only Service as described by the Utility's Tariffs on file with and approved by the Public Utilities Commission of Nevada ("Commission" or "PUCN"). This Agreement also relieves the Utility of the obligation to provide energy and capacity to the accounts listed in Exhibit A, attached hereto. This Agreement does not govern transmission service that may be provided pursuant to rules and regulations established within the jurisdiction of the Federal Energy Regulatory Commission ("FERC"). Except where explicitly defined herein, the definitions controlling this Agreement are contained in Rule 1 of the Utility's Tariffs.

1.2 The form of this Agreement has been developed for use by the Parties and may not be waived, altered, amended or modified, except as provided herein or in the Utility's tariffs.

1.3 Exhibit A, attached hereto and made a part of this Agreement by reference, lists Points of Delivery at which the Customer intends to discontinue the receipt of electric service by Nevada Power and commence the provision of electric service by CRC. Modifications to Exhibit A shall be made as set forth in Section 26, below. Although the Utility has attempted to ensure that Exhibit A is complete, the Utility has no obligation to the CRC or the Customer as to its accuracy.

Section 2: Representations

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and Tariffs. All of the provisions of the Utility's Tariffs are hereby incorporated by reference into this Agreement.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate officers or personnel; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3:
Term of Service

3.1 The term of this Agreement shall commence on the date of execution by the Parties hereto (the Effective Date") and shall continue to be in effect until Distribution-only Service is permanently terminated as set forth in the Utility's Tariffs. The Customer shall request termination of service in accordance with Rule 3 of the Utility's Tariffs. Notwithstanding the Effective Date, service hereunder shall not be available until the Customer has complied with the applicable terms of the Utility's Tariffs including, without limitation, the payment provisions of Rule 5.

Section 4:
Transmission Service Obligations

4.1 The End-Use Customer(s), CRC and its Scheduling Coordinator (SC) agree to comply with all of the applicable provisions of the Utility's Open Access Transmission Tariff (OATT) on file with the Federal Energy Regulatory Commission (FERC).

4.2 The End-Use Customer(s), CRC and its Scheduling Coordinator (SC) must execute the appropriate Transmission Service Agreement(s) to ensure required transmission service is available to serve the Points of Delivery indicated on Exhibit A. These agreements will be filed with the FERC and must be accepted by the FERC before the End-Use Customer can commence taking Distribution-only Service.

Section 5
Notice of Commencement of Service

5.1 CRC and the Customer agree to provide the Utility with formal written notice confirming the departure date of the Customer at least 60 days prior to the date of departure so that the Utility may fully prepare for the departure.

5.2 CRC and the Customer acknowledge that in the event that the transmission and distribution agreements have been approved by the appropriate regulatory agency and the Customer does not depart on the scheduled day or departs for any period of time and returns to the service of the Utility, the Customer agrees to pay the Utility the incremental cost of serving the Customer. The Utility agrees to petition the Commission

to amend the Incremental Pricing Tariff currently in place for customers of Nevada Power Company to include the eligible Customers.

Section 6
Determination of Economic Impact

6.1 CRC and the Customer agree that the estimated impact of the Customer's departure to the Utility is $2,396,000 as shown in Exhibit C. The Utility reserves the right to update the economic impact analysis upon receiving Section 5 notice of departure. In addition if the Customer requests modification pursuant to Section 26, an economic impact analysis will be performed utilizing similar methodology as shown in Exhibit C. If the analysis anticipates a net benefit, no impact charge will be required. If the analysis reflects a net cost, an impact charge will be required. CRC and the Customer agree that the impact charge payment will be made in a single payment.

6.2 CRC and the Customer acknowledge that if the Customer's departure occurs later than 30 days after the date provided to the Utility pursuant to Section 5.1, the Utility may at its sole discretion, recalculate the economic impact to the Utility of the Customer's departure. The Customer agrees to be responsible for any increase in the amount of the economic impact that results from the delayed departure as outlined in this Section.

Section 7
Collection of Fees, Taxes and Assessments

7.1 CRC and the Customer acknowledge that once the Customer departs, the Utility will only collect the annual assessment levied pursuant to NRS 704.033 and any other fees or taxes associated with the provision of distribution service only to the Customer and that all other fees, assessments, taxes or charges of any kind that may be owed by CRC or the Customer become the responsibility of CRC or the Customer both in terms of collection and remittance. Neither CRC nor Customer shall be responsible to pay a Universal Energy Charge.

Section 8
Payment of Deferred Energy Balance

8.1 CRC and the Customer acknowledge that Exhibit C provides the Customer with an estimate of the Customer's load ratio share that is in the deferred energy account of the Utility that has been authorized for recovery by the Commission through the actual date of the Customer's departure. The Customer agrees that it will pay its load ratio share of the balance that is in the deferred energy account of Nevada Power including carrying charges, at Nevada Power's authorized carrying charge rate for deferred balances in said docket. The Customer agrees that it will pay this obligation, plus carrying charges in a lump sum no later than its departure date or other date mutually agreeable to Nevada Power. If the Customer requests a modification or amendment to the Agreement, pursuant to Section 26, Exhibit C shall be modified to include any associated deferred energy balances attributed to the Customer as a result of the requested modification or amendment.

8.2 Alternatively, the Customer may elect no later than 30 days prior to commencement of service from the CRC, to pay the deferred energy obligation in equal monthly installments over the same time frame that remaining customers are allowed to pay their

share of the deferred energy obligation. Such payment methodology shall include monthly payment amounts and any other terms such as late charges or financial security requirements that Nevada Power proposes to apply to the deferred energy payments. If the Customer elects to pay the deferred energy obligation over time, at any time during the period of payments, the Customer may decide to pay its remaining balance in a lump sum. Upon the Customer's request, Nevada Power will calculate and provide to the Customer the projected remaining deferred energy balance as of the Customer's desired lump sum payment date. In the event that an order from the PUCN changes the deferred energy account balance for any period, the remaining payments will be adjusted to reflect any changes to the amount due from the Customer.

Section 9
Legal and Regulatory Proceedings

9.1 CRC and the Customer acknowledge that there are a number of legal and regulatory proceedings and contingencies that have been formally initiated or that will be initiated in the future by any number of entities, including but not limited to parties who have standing in past, ongoing or future legal and regulatory proceedings and power suppliers and marketers. CRC and the Customer further acknowledge that these proceedings and contingencies may affect the Utility's customers and the ability to collect additional revenues from these customers or reduce the amount of revenue collected from these customers. The Customer agrees to be fully accountable for their load ratio share of any decision, order or directive that requires that additional revenue be collected from customers, provided that at the time that the obligation that is the subject of the decision, order or directive was entered into, the Customer was a full requirements customer of the Utility. The Utility agrees that any decision, order or directive of any kind that requires a reduction in the amount of revenues being collected from the Utility's customers, will be fully refunded to Customer provided that the obligation that is the subject of the decision, order or directive was entered into during the time that the Customer was a full requirements customer of the Utility.

Section 10:
Events of Default and Remedy for Default

10.1 An event of default under this Agreement shall include a Party's material breach of any provision of this Agreement, including those incorporated by reference herein. Any default of this Agreement shall be reduced to writing by the non-defaulting Party or Parties and referred to the defaulting Party's or Parties" representatives indicated in Section 19. Disputes regarding the default shall be handled as set forth in Section 21. Any Party or Parties determined to be in default shall commence cure of the breach of the Agreement within ten (10) calendar days of receipt of written notice thereof from the non-defaulting Party or Parties or within ten (10) calendar days of resolution of the dispute under Section 21. The defaulting Party or Parties shall cure the default within fifteen (15) days thereafter. If the nature of the default is such that the default is not reasonably susceptible to being resolved within the 15 days, the defaulting Party or Parties and the non-defaulting Party or Parties shall agree to an additional number of days that the defaulting Party or Parties will have to cure. If there is no dispute as to the default, the defaulting Party or Parties shall commence cure of such default as soon as is reasonably practical but in no event later than 15 days after receipt of the written notice of default.

10.2 In the event of such an event of default, the non-defaulting Party or Parties shall be entitled (a) to exercise any and all remedies available under the Utility's Tariffs; (b) to the extent not inconsistent with the Utility's Tariffs, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a event of default, to terminate this Agreement upon written notice to the other Party or Parties, which shall be effective upon the receipt thereof.

10.3 Breach by any Party or Parties hereto of any provision of the Utility's Tariffs shall be governed by applicable provisions contained therein and each Party or Parties will retain all rights granted thereunder.

Section 11:
Billing, Metering and Payment

11.1 The Utility will bill the Customer and provide a copy to CRC. The Customer agrees to pay the Utility for all services and products provided by the Utility in accordance with the terms and conditions set forth in the Utility's Tariffs. In addition, the Customer agrees to pay for any and all charges that they are currently paying the Utility as set forth in previously executed agreements between the Utility and the Customer. At the request of the Customer, alternative-billing arrangements can be made if agreeable to all Parties. Such arrangements, which may include billing a third party, will not relieve the Customer of its obligation to pay the Utility for all services and products provided by the Utility.

11.2 Prior to the taking of service hereunder, an appropriate Interval Meter owned by the Utility shall be installed at each Point of Delivery listed at Exhibit A. Point of Delivery is defined as the point where the wires or apparatus owned, leased, or under license by the Customer come in contact with the Utility's wires notwithstanding the fact that metering and under certain conditions, transforming may or may not take place beyond (on the Customer's side of) that point. In the absence of such an Interval Meter, installation shall be as set forth in Rule 16 of the Utility's Tariffs and as agreed to by the CRC, the Customer and the Utility in the Implementation Plan attached hereto as Exhibit B.

11.3 The Utility shall require a non-refundable advance as set forth in Rule 9 of the Utility's Tariffs and the Customer shall meet the financial requirements set forth in the Implementation Plan attached hereto as Exhibit B for the estimated costs of making any changes to its facilities, including new Interval Meter installations, necessary to affect the provisions of this Agreement. Any advance made pursuant to Rule 9 of the Utility's Tariffs shall be subject to a tax gross-up, if applicable, as set forth in NAC 704.6532 and Rule 9 of the Utility's Tariffs.

11.4 The Customer shall be required to pay any costs determined that result from the implementation of the Customer's request to commence electric service with CRC. Such costs shall be paid in the term and manner set forth by the Utility. Such costs shall include the Customer's load-ratio share of the deferred energy balance as of the effective date of this Agreement and calculated in a manner consistent with Section 8 and the methodology contained in Exhibit C, attached hereto. In addition, the Customer shall be responsible for all costs associated with the Customer impact charge in Section 6, the long-term purchase power contracts, costs associated with legal and regulatory

contingencies and the non-customer specific costs to implement the transaction. If the Customer elects to pay their load-ratio share of the deferred energy balance or the impact charge over time, the Customer must meet the financial security requirements specified by the Utility to secure the unpaid balances as set forth in Exhibit C.

11.5 The Customer is responsible to provide the Utility with accurate and consistent billing and operational data from its communications system. Unless otherwise mutually agreed, if failure occurs with operational data from its communications system, the Customer agrees to respond to the problem within 2 hours and repair such failure within 24 hours. Unless otherwise mutually agreed, if failure occurs with billing data from its communications system, the Customer agrees to repair such failure within 5 days. If missing or corrupted operational or billing data is experienced on a recurring basis, the Utility reserves the right to require the Customer to revamp or install a new communications system that meets the Utility's requirements. Upon written notice from the Utility, such system changes will be installed in a timely manner not to exceed 180 days at the Customer's sole cost.

11.6 The Utility shall provide the CRC with billing-quality meter data, if so requested, in a timely manner, but in no event later than ten (10) days following the request and the Utility's monthly meter read schedule. The meter data will be provided electronically in a format that is mutually agreeable to the Parties and consistent with industry standards.

11.7 The Customer has identified the CRC as its billing agent. The Customer is financially responsible for all costs that it or its billing agent fails to timely remit under the terms and conditions of this Agreement. The Utility agrees to provide the billing agent and the Customer with written notice of the failure of the billing agent to timely remit any payment under this Agreement. Failure of the billing agent or the Customer to pay any of the costs associated with this Agreement shall constitute a material breach of this Agreement and accordingly, an event of default and shall be subject to the provisions of Section 10 of this Agreement and entitle the Utility to all of the remedies available under this Agreement and the Utility's Tariffs.

11.8 In the course of receiving distribution service from the Utility, it may become necessary for either the CRC or the Customer to request the Utility provide a one-time service such as those described in the Utility's Schedule MC, or to perform an installation of facilities under a Utility job order on behalf of the Customer. In these cases, the Customer is responsible for paying the costs of such activities, unless the CRC provides an advance for the work. Such work performed by the Utility shall be in accordance with the Utility's Tariffs.

Section 12:
Limitation of Liability

12.1 Each Party's liability to the other Party or Parties for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, including attorneys' fees, except as provided for in this Section. In no event shall any Party or Parties be liable to the other Party or Parties for any lost profits, lost or damaged product or data, business interruption damages, incidental, exemplary, indirect, special, consequential, or punitive damages of any kind

whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 13 of this Agreement, in which event this Section 12 shall not be applicable. This limitation of liability includes errors and omissions in electronic transmission or receipt of electronic documents.

Section 13:
Indemnification

13.1 To the fullest extent permitted by law, each Party or Parties (the "Indemnifying Party") shall indemnify and hold harmless, the other Party or Parties, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

13.2 If any claim covered by Section 13.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

13.3 The Indemnifying Party's obligation to indemnify under this Section 13 shall survive termination of this Agreement, in accordance with legally prescribed statute of limitations, but shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 14:
Assignment and Delegation

14.1 No Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of

the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 14 shall be void.

14.2 Notwithstanding the provisions of this Section 14, any Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Parties, and shall provide the other Parties with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Parties shall reasonably require, and provided further that any Party may subcontract its obligation to provide service under this Agreement only to subcontractors who have complied with all licensing requirements described in applicable law, Commission rules and the Utility's Tariffs. If any Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner, which is in conformity with that Party's obligations under this Agreement.

Section 15:
Independent Contractors

15.1 Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 14 of this Agreement) as an independent contractor.

Section 16:
Entire Agreement

16.1 This Agreement consists of, in its entirety, the Service Rider, the Service Agreement and all attachments and exhibits hereto and the Utility's Tariffs. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the provision of distribution-only service. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties, to the extent allowed by the Commission.

Section 17:
Non-Disclosure

17.1 No Party may disclose any Confidential Information obtained pursuant to this Agreement or pursuant to the process by which the Customer was made eligible to receive service hereunder, including affiliates of such Party, without the expressed prior written consent of the other Parties. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of the Parties, suppliers for the Parties, personnel of the Parties, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential information shall not include information known to the Parties prior to obtaining the same from another Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from another Party to this Agreement or from a Party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by a Party independent of any Confidential Information. The receiving Party shall use the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement

or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

17.2 Notwithstanding the preceding, Confidential Information may be disclosed as required by NRS Chapter 239 and to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Parties are given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunctive relief to prohibit such disclosure. This Agreement shall not be considered to be confidential under this section.

Section 18: Enforceability

18.1 If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 19: Notices

19.1 Except as otherwise provided in this Agreement or the Utility's Tariffs, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid; (c) electronic mail: or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to Customer, City of Las Vegas

John Bettencourt
Engineering Project Manager
City of Las Vegas WPCF
6005 E. Vegas Valley Dr.
Las Vegas, NV 89142
Tel. 702-229-6560
Fax. 702-431-7611
E-mail jbettencourt@LasVegasNevada.GOV

If the notice is to CRC

Gail Bates
Manager, CRC Energy Services
Colorado River Commission of Nevada
555 E. Washington Ave. Suite 3100
Las Vegas, NV 89101
Tel. 702-691-5228

Fax. 702-691-5222
E-mail gbates@crc.nv.gov

If the notice is to the Utility:

Jeff Ceccarelli
Vice President Service Delivery & Operations
6226 West Sahara Avenue, Las Vegas NV 89146
Telephone: 702-402-5670
Facsimile: 702-402-5869
E-mail: JCeccarelli@nvenergy.com

David Norris
Associate General Counsel
6100 Neil Road, Reno NV 89520
Telephone: 775-834-5696
Facsimile: 775-834-4098
E-mail: dnorris@nvenergy.com

19.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Parties.

19.3 Each Party shall designate the person(s) to be contacted with respect to specific operational matters relating to utility service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Parties.
Contact for Specific Operational Matters:

Customer, City of Las Vegas
John Bettencourt
Engineering Project Manager
City of Las Vegas WPCF
6005 E. Vegas Valley Dr.
Las Vegas, NV 89142
Tel. 702-229-6560
Fax. 702-431-7611
E-mail jbettencourt@LasVegasNevada.GOV

CRC:
Bob Reese
Assistant Director, Engineering & Operations
Colorado River Commission of Nevada
555 E. Washington Ave, Suite 3100
Las Vegas, NV 89101
Tel. 702-486-2687
Cell. 702-682-6972
Fax. 702-486-2695
E-mail. breese@crc.nv.gov

Utility: Manny Oroceo
Major Account Executive
Nevada Power Company

6226 W. Sahara Ave M/S 29
Tel: 702-402-5431
Cell: 702 521-5431
Fax: 702 402-5452
E-mail. moroceo@nvenergy.com

Section 20:
Time of Essence

20.1 The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 21:
Dispute Resolution

21.1 Except as provided in Section 21.2, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the Parties obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified in Section 19 for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 10.2.

21.2 If the Parties fail to reach an agreement within a reasonable period of time but in no event later than fifteen (15) days following the meet and confer set forth in Section 21.1, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues. If the Parties fail to reach an agreement through mediation or arbitration within a reasonable period of time, any Party may pursue an action for other remedies. The prevailing Party, as determined by a court of law, or as may otherwise be determined by the dispute resolution procedure contained in Section 21 hereof, if used, shall be entitled to reasonable attorneys' fees and costs.

Section 22:
Applicable Law and Venue

22.1 This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Nevada, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. The federal and state courts located in Nevada shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 23:
Force Majeure

23.1 No Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to unusually severe weather except for temperature extremes, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil

disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, which by the exercise of due diligence and foresight a Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Parties within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and Utility's Tariffs despite occurrence of a force majeure event. In no event will the financial hardship of either Party constitute an event of force majeure.

Section 24:
Not a Joint Venture

24.1 Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be severable and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, or partnership or be a joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 25:
Conflict Between this Agreement and the Utility's Tariffs

25.1 Should a conflict exist or develop between the provisions of this Agreement and the Utility's Tariffs, the provisions of the Utility's Tariffs if applicable shall prevail.

Section 26:
Amendments or Modifications

26.1 Except as provided in Section 26.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

26.2 The Parties may amend the Agreement. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 21 hereof or, in the alternative, the Customer may elect to terminate this Agreement upon written notice to Utility, which shall be effective upon meeting the applicable rules and regulations contained in the Utility's Tariffs. The Utility retains the right to unilaterally file with the Public Utilities Commission of Nevada, an application for a change in the Utility's rates, charges, classification, service, principles, or any agreement relating thereto. Customer retains the right to intervene in support of or in opposition to any such application.

26.3 If the Customer is purchasing energy, capacity or ancillary services from CRC for the Points of Delivery listed in Exhibit A, the Customer or the CRC may modify Exhibit A with a new Exhibit A by removing the Points of Delivery and advising the Utility that the

Customer desires the Utility to continue to provide energy, capacity and ancillary services to these Points of Delivery as set forth in Rule 3 of the Utility's Tariffs. Such an amendment will become effective after presentation to the Utility, as set forth in Rule 3 of the Utility's Tariffs. If the Customer later elects to have CRC supply energy, capacity or ancillary services to the Points of Delivery that have previously been removed, the Customer must notify the Utility 60 days prior to the date that the Customer intends to commence taking service from the CRC, in order to allow the Utility to conduct a full evaluation of the cost to add the additional Points of Delivery. The Customer may also amend Exhibit A to add additional Points of Delivery not previously included in Exhibit A, provided the Customer provides the Utility with 120 days notice of its intent to do so. In addition, the Customer must show the Utility that it has met all applicable requirements of the applicable law, regulations and Utility tariffs with respect to the Customer's taking of service hereunder. Within 20 days of notice of intent to add additional Points of Delivery, the Utility will schedule a meeting with CRC and Customer to jointly develop a revised Exhibit B Implementation Plan for the additional points of delivery. Such plan shall also address the schedule for modification of Exhibit C to this agreement. The commencement date for service from the CRC for each individual Point of Delivery will be as reflected in Exhibit B. The Utility, CRC and the Customer will use reasonable efforts to insure that the implementation schedule in Exhibit B is adhered to. Any changes or modifications to Exhibit B must be completed in writing and be mutually agreed to by the CRC, the Customer and the Utility.

Section 27:
Electronic Data Interchange

27.1 Each Party may electronically transmit to or receive documents from the other Party. All electronic documents shall be transmitted in accordance with industry-accepted standards. The receiver of an electronic document that does not conform to the standards and guidelines industry accepted shall promptly notify the initiating party of the nonconformance.

27.2 Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit and receive electronic documents reliably and consistent with industry accepted standards.

27.3 A Party shall not be deemed to have received an electronic document until the receiving Party can access the electronic document at its receipt computer.

27.4 If a transmitted electronic document is received in an unintelligible garbled or incomplete form, the receiving Party shall promptly notify the originating Party (if the originating Party can be identified from the received electronic document in a reasonable manner. In the absence of such a notice, the originating Party's records of the contents of the electronic document shall control, unless the identity of the originating Party cannot be determined from the transmitted electronic document.

Section 28:
Audits

28.1 The Utility, CRC and the Customer shall each retain such specific records as may be required to support the accuracy of billing provided in their respective billings. When any

Party reasonably believes that errors related to metering or billing activity may have occurred, a Party may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing (if available). Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing (if available) for usage has been breached, the requesting Party may direct that an audit be conducted. The Utility, CRC and the Customer shall designate their own employee representative or their contracted representative to audit the other Party's records.

28.2 Any such audit shall be undertaken by the Utility, CRC and the Customer, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. The Utility, CRC and the Customer agree to cooperate fully with any such audit.

28.3 Specific records to support the accuracy of billing data may require examination of billing and metering support documentation maintained by subcontractors. The Utility, CRC and the Customer are obligated to attempt to negotiate a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records.

28.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the amount set forth in NRS 704.655. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

28.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 29:
Miscellaneous

29.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, exhibit, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitations." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

29.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart

rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

29.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

29.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

29.5 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

29.6 Nothing in this Agreement alters in any manner the terms and conditions of the existing Rule 9 agreements executed by and between the Customer and the Utility .

29.7 The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of End-Use Customer, City of Las Vegas

By: _____
Oscar B. Goodman
Mayor

Date: _____

Approved as to form
John S. Ridilla 6/12/09
John S. Ridilla Date
Deputy City Attorney

On Behalf of CRC

By: _____
George Caan
Executive Director

Date: 6/10/09

On Behalf of Utility

By: _____
Jeff Ceccarelli
Vice President Service Delivery and Operations

Date: _____

Distribution-Only Service Rider
SCHEDULE DOS

Exhibit A
Service Agreement No.: DOS-CITY1
Implementation Date: September 1, 2009

List of Points of Delivery Receiving Distribution-Only Service

Physical Location of the Point of Delivery	Utility Account No.	Name and Billing Address For All Accounts
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1427682	Colorado River Commission of Nevada Attn: Accounts Payable 555 E. Washington Ave. Suite 3100 Las Vegas, NV 89101
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1056210	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1518600	
3271 N. Durango Las Vegas, NV 89129	1000901-181348	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1518597	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1518683	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1518598	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1518599	
6005 E. Vegas Valley Dr. Las Vegas, NV 89142	1000901-1869292	

Distribution-Only Service Rider
SCHEDULE DOS

Exhibit B
Service Agreement No.: DOS-CITY1
Implementation Date: September 1, 2009
Metering and Telecommunications Implementation Plan

This plan provides general terms and conditions regarding the implementation of metering and communications for those customers that are authorized by NRS 704.787 to procure certain electricity services from the Colorado River Commission of Nevada rather than the Utility. "Customer" as used in this document shall refer to the City of Las Vegas. Specific Customer accounts by site are listed on Exhibit A of the Distribution Only Service Agreement.

1. General Utility Responsibilities: The Utility will be responsible for: overall project management; custody, operations and maintenance of all revenue meters; operations and maintenance of any leased communications links necessary between the Customer's site and NPC facilities; and operations and maintenance of all transmission provider dispatch center software and hardware.

2. General Customer Responsibilities: The Customer will be responsible for: all Customer specific costs of equipment, on-site drafting services, hardware, and software to provide real time load monitoring; procurement of leased communication services if required; installation and maintenance of on-site conduits, wiring (including fiber optic cables) and other appurtenant facilities between meters and onsite communications equipment (such as PBX room).

3. Standards and Designs: The Customer agrees to meet or exceed requirements specified in the current Utility standards in effect at the time of construction. The Utility agrees to provide the Customer with signal quality requirements on a site-by-site basis. Once site departure date is fixed, no deviations from the signal quality requirements will be forthcoming from the Utility for that particular Customer site.

4. Site Specific Communications Links: The Customer acknowledges that in such cases where leased communications services are necessary, the Customer will procure such leased services. The Utility will maintain such services and communications links. The Utility will pass on any associated monthly operating costs to the Customer for this service. Such communication link costs are separate and distinct from the Distribution Only Service charges collected under the applicable PUCN approved Tariff sheets. Ongoing monthly operating costs, specific to such communication links, are expected for lease line service from Nevada Power Company. Monthly operating costs may be changed after 30 days notice to Customer. With notice of change in monthly operating cost, the Utility will provide justification of such change.

5. Specific Site Plans: For each site in Exhibit A, the Customer, the CRC, and the Utility will jointly develop an individual site plan. Such plan will include a site design; equipment specifications; anticipated timelines and milestones for each party; cost estimates; a coordination meeting schedule; and any other details deemed necessary by the Parties. The Customer acknowledges that while the Utility will undertake this Implementation Plan in a timely manner, the work can be anticipated to take between 120 and 180 days to complete at any given specific site. The Customer and the Utility may agree to phase in the implementation at multiple sites over a period of several months. The Customer acknowledges that the anticipated timelines in the individual site plans will be provided as an accommodation to the Customer, and will not constitute any warranty, assurance, or guarantee. Each Party remains responsible for any losses, claims, costs, or damages associated with their responsibilities as set forth in Sections 1 and 2 of this Plan.

6. Cost Responsibility: The Customer will be responsible for all on-site metering, communications, and related equipment in order to implement the real time load monitoring and revenue quality metering requirements. These costs include, but are not limited to; real time revenue quality meter purchases, Nevada Power Company design and engineering costs, procurement and installation of all communications equipment and installation and monthly operating expenses of required communications links, all site specific conduits and power supply requirements, any and all tax liabilities incurred as a result of installing these facilities and related equipment. These costs may include overtime labor dollars, materials expediting charges, project management fees, and overhead. In addition, costs incurred for repairs and/or replacement of equipment associated with telecommunication facilities for dial-up meter reading and real-time operations shall not be the responsibility of the Utility unless the repair and/or replacement is a result of the negligence of the Utility, its employees or agents.

7. Progress Payments: The Customer agrees to make one lump sum payment to the Utility for all of the Utility's estimated costs, including any applicable taxes. Alternatively the Customer may elect to make monthly payments to cover the work that has been completed in the prior thirty-day period. The Customer will render payment to the Utility within thirty days of receipt of the Utility's invoice for such work. The terms and conditions of PUCN approved Rule 5 in the Utility's Tariff will govern any disputes. The Utility will provide monthly progress reports on a site-by-site basis to the Customer. If requested by the Customer, the Utility will provide copies of any third party contractors / vendor invoices or Utility employee time sheets.

8. Testing Requirements: CRC and the Customer will provide necessary access and support for Utility personnel to conduct testing of all metering and communications functionality for each site. The implementation plan will not be complete until Utility personnel certify that successful test results have been achieved for each site. Each party agrees to expeditiously resolve issues associated with their responsibilities as detailed Section 1 and 2 of this Plan. If, after reasonable testing efforts, successful

results are not achieved, the Utility has the right to require the Customer to procure additional equipment to resolve the testing issues. Unless otherwise mutually agreed, the costs of any such additional equipment will be the sole responsibility of the Customer.

NEVADA POWER COMPANY
RETAIL OPEN ACCESS
ESTIMATED IMPACT FEE - CITY OF LV
(IN THOUSANDS)

EXHIBIT C
SCHEDULE A-1

No.	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	No.
No.		Reference	June - Dec 2009	Jan - Dec 2010	Jan - Dec 2011	Jan - May 2012	Total	Present Value Value 8.75%	Levelized Annual Payment Payment	No
1	Proposed Three Year Impact Charge									1
2										2
3	Estimated Charge Necessary to Maintain BTER Neutrality	Schedule A-2a Line 34	$ (14)	$ 81	$ (69)	$ (10)	$ (31)	$ (21)	$ (8)	3
4										4
5	Estimated Charge Necessary to Maintain BTGR Neutrality	Schedule A-2a Line 35	739	836	836	97	2,507	2,180	862	5
6										6
7	Estimated Revenue Requirement Obligation (1)	Schedule A-2a Line 36	-	-	-	-	-	-	-	7
8										8
9	Estimated BTGR Solar and Wind Demonstration Program	Schedule A-2a Line 37	22	37	37	15	111	94	37	9
10										10
11	Estimated BTGR Obligation for Western Energy Crisis	Schedule A-2a Line 38	38	26	-	-	64	59	23	11
12										12
13	Estimated BTGR Obligation for Merrill Lynch	Schedule A-2a Line 39	20	33	33	13	99	84	33	13
14										14
15	Total Impact		$ 805	$ 1,013	$ 836	$ 115	$ 2,750	$ 2,396	$ 947	15
16										16
17										17
18										18
19										19
20		The three-year impact of CLV's departure is detrimental to the system therefore the Recommended Impact Fee is:							$ 2,396	20
21										21
22										22
23		Amounts in parentheses indicate that the change in costs or revenues are negative. If the Total Impact is a negative amount, there is a								23
24		benefit to the system, if the Total Impact is a positive amount , there is a cost to the Utility and remaining customers.								24
25										25
26		Production Costs Do Not Include Off-System Sales								26
27										27
28		(1) Based on GRC Certification filing, total obligation is small enough to effectively be considered as zero. The final								28
29		Commission Order, could potentially affect this calculation resulting in a positive impact for this item. However, in that instance, it								29
30		would be expected that a partial offset to the Line 5, BTGR obligation would also occur, all other things being equal.								30

NEVADA POWER COMPANY
ESTIMATED DEFERRED ENERGY EXIT FEE - CITY OF LV

EXHIBIT C
SCHEDULE A-2

Payment Alternatives:

Lump Sum

Costs		Total Amount
Load Ratio Share of Deferred Energy		
Cumulative Deferred 12-1-2006 to 5-31-2009	(A)	$ (83,756.40)
Total		$ (83,756.40)

Allocation	
Premise #	Amount
1056210	$ (8,674.08)
1427682	(8,671.48)
1427683	(5,834.14)
1518597	(12,239.41)
1518598	(14,916.97)
1518599	(10,100.01)
1518600	(9,777.68)
1816348	(12,070.40)
1869292	(1,472.24)
	$ (83,756.40)

Payments

Period	Monthly Payment	Payment Totals
Monthly Payment	$ (7,326.95)	$ (87,923.42)
Total		$ (87,923.42)

Allocation	
Premise #	Amount
1056210	$ (9,105.63)
1427682	(9,102.90)
1427683	(6,124.39)
1518597	(12,848.34)
1518598	(15,659.11)
1518599	(10,602.50)
1518600	(10,264.13)
1816348	(12,670.92)
1869292	(1,545.48)
	$ (87,923.42)

Footnotes:

(A) Per AB 103 Cumulative Balance includes period 7 that begins December 2006 and amortization commences Oct 2008 for 12 months.
Per AB 103 Cumulative Balance begins January 2008 and amortization commences Oct 2009 for 12 months.

Notes:

1 All forecasted numbers used in this calculation will be updated with actual numbers on departure.
2 The lump sum or monthly payment amounts are subject to change by order of the PUCN.
3 The lump sum or monthly payment amount is the load ratio share of the departing customer of the non-residential amounts the PUCN ordered all customers to pay.
4 "Monthly Payment" column assumes 9.06% carry charges for June 2007 and 11.78% for July 2007 to current.
5 Security requirements for Payments include:
- An irrevocable direct pay letter of credit confirmed by a bank or financial institution reasonably acceptable to the Company;
- An unconditional and irrevocable guarantee by a Company that maintains a senior debt rating of BBB+ by Standard and Poor's Corporation or a not less than Baa1 by Moody's Investors Service ,
- A cash deposit to the Company maintained in an interest bearing account by the Company on the customer's behalf.

6 Impact charges will be updated per the terms of the DOS tariff.

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Letter of Agreement and Transmission Reduction Plan between the City of Las Vegas, the Colorado River Commission and Nevada Power Company d/b/a NV Energy to help preserve reliable power delivery for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - County (near Ward 3 - Reese) and Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Letter of Agreement and Transmission Reduction Plan defines the obligations and actions of NV Energy, the transmission provider and the scheduling coordinator, to help preserve system delivery reliability in the event where NV Energy is unable to obtain and schedule sufficient resources or in the event of an emergency where loads are required to be reduced to match resources to help prevent blackouts. The Transmission Reduction Plan identifies the loads at the wastewater facilities as Tier 1, being critical to the health, safety and welfare of Southern Nevada and allows the city to curtail loads in a manner that is least disruptive to the wastewater treatment facilities operations while complying with the plan requirements.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Letter of Agreement and Transmission Reduction Plan

Letter of Agreement

This Letter of Agreement ("LOA") formalizes the September 2009 Transmission Reduction Plan ("Plan") for the City of Las Vegas which is attached as Attachment 1 and 1A to this LOA. This Plan will be Attachment 1 and 1A to the Network Operating Agreement and is incorporated therein. This agreement may only be modified and updated, as required, by mutual consent of all four parties.

In consideration of mutual promises and benefits, all parties agree to use best efforts to comply with and implement the Plan per the details listed in the Plan, and as they are modified from time to time and agreed to by all four parties.

The duly authorized representatives of the parties hereby affirm their agreement to the terms and conditions contained in this Letter of Agreement.

End-Use Customer – City of Las Vegas

By: _____

Name: Oscar B. Goodman

Title: Mayor

Date: _____

Approved as to form
John S. Ridilla 6/12/09
John S. Ridilla Date
Deputy City Attorney

Aggregator for End-Use Customer – Colorado River Commission of Nevada

By: _____

Name: George M. Caan

Title: Executive Director

Date: 6/10/09

Network Customer/Scheduling Coordinator – Nevada Power Company d/b/a NV Energy

By: _____

Name: Jeffery Hill

Title: Executive, Resource Procurement

Date: _____

Transmission Provider – Nevada Power Company d/b/a NV Energy

By: _____

Name: Mario Villar

Title: Executive, Transmission

Date: _____

Attachment 1 – September 2009 Transmission Reduction Plan
Attachment 1A – Detail for the September 2009 Transmission Reduction Plan

Attachment 1 to Network Operating Agreement
September 1, 2009 Transmission Reduction Plan For
City of Las Vegas (End-Use Customers) and
Nevada Power Co. d/b/a NV Energy (Scheduling Coordinator/Network Customer)

1. Purpose

The purpose of the Plan is to define the obligations and actions of the Transmission Provider (Nevada Power Co. d/b/a NV Energy), the Scheduling Coordinator (Network Customer) and the End-Use Customer to preserve system reliability in the event that the Scheduling Coordinator is unable to obtain and schedule sufficient resources to the Transmission Provider to meet the End-Use Customer's electricity requirements or during a system emergency affecting the Transmission Provider's transmission system.

2. Compliance with Transmission Provider's Open Access Transmission Tariff

The Transmission Provider will act in accordance with the appropriate provisions of its OATT. The Scheduling Coordinator is responsible for obtaining and scheduling sufficient resources and reserves to meet the electricity needs of the End-Use Customer. Reserves can be self-provided, purchased from a third-party, or purchased from the Transmission Provider, as agreed to by the Transmission Provider and the Scheduling Coordinator. The following are references to specific sections of the Network Operating Agreement.

Section 10.1(ii) requires the Transmission Provider to offer to supply the ancillary services of spinning and supplemental reserves to Network Customers.

Section 10.4 indicates, following the loss of a Scheduling Coordinator's resource(s), the Transmission Provider will provide resources to cover the loss for one hour from the occurrence of the event if that Scheduling Coordinator has made prior arrangements to purchase operating reserves (spinning and supplemental) from the Transmission Provider.

Section 10.5 indicates, if the Scheduling Coordinator is unable to replace its lost resource(s) during that one-hour period, the Transmission Provider shall continue to supply the Scheduling Coordinator provided:

- The Scheduling Coordinator has made prior arrangements to purchase Reserves (Spinning and Supplemental) from the Transmission Provider, and
- Resources can be procured by the Transmission Provider, and
- System reliability is not negatively impacted.

Section 10.5 also indicates, if the Scheduling Coordinator or the Transmission Provider is unable to secure a replacement resource(s) and system reliability is negatively impacted, the Transmission Provider will direct the Scheduling Coordinator to implement its Plan. This does not preclude the Scheduling Coordinator from initiating its Plan on its own accord.

3. Plan Implementation

The Scheduling Coordinator will initiate the Transmission Reduction Plan as directed by the Transmission Provider when the loss of the Scheduling Coordinator's resource(s) or the failure of the Scheduling Coordinator to schedule resources sufficient to match its load may impair system reliability, or when there is a system emergency affecting the Transmission Provider's transmission system.

Following the loss of the Scheduling Coordinator's resource, the Scheduling Coordinator has ten-minutes to replace its resource(s) if self-providing its reserves, or one-hour to replace its resource(s) if the Scheduling Coordinator has made prior arrangements to purchase reserves from Transmission Provider. The Scheduling Coordinator will use all available resources (including but not limited to resources available from Transmission Provider pursuant to Section 2 above) that can be delivered to the Transmission Provider's Control Area to replace the lost capacity.

If system reliability may be impacted and the Scheduling Coordinator can not replace the lost capacity within the applicable time frame or fails to schedule sufficient resources to match its load, or if it is otherwise deemed necessary by the Transmission Provider to avoid impairing or degrading system reliability, the Scheduling Coordinator will initiate the Transmission Reduction Plan to balance load(s) and resource(s). The Transmission Provider will contact the Scheduling Coordinator to implement Tier Curtailments.

The End-Use Customer has identified multiple tier levels that will reduce the aggregate load of the End-Use Customer to zero if required. The details of the Transmission Reduction Plan are shown in Attachment 1A. The Scheduling Coordinator will determine which Tier(s) are needed to reach the level of reduction required by the Transmission Provider. After being contacted by the Scheduling Coordinator, the End-Use Customer will commence Plan implementation.

The End-Customer's load must be curtailed as directed by the Transmission Provider when system reliability is at stake.

The Transmission Provider, in an emergency affecting system reliability, also has the capability to curtail the End-Use Customer's load to balance their loads and resources, by opening breakers remotely at the substation interconnections, should the Scheduling Coordinator and the End-Use Customer fail to balance loads and resources or should it otherwise be necessary for reliability purposes.

4. Curtailment Plan Operating Procedures

Implementation of Plan:

1. The Transmission Provider will contact the Scheduling Coordinator to implement Tier Curtailments as necessary when the Transmission Reduction Plan is to be initiated.

2. Upon notification, the Scheduling Coordinator will notify the End-Use Customer's 24-hour desk to implement Transmission Reduction Plan.

3. The End-Use Customer's Staff will implement the plan in accordance with the tiers identified in Attachment 1A.

4. The End-Use Customer's Staff at each facility will immediately begin load curtailment by ramping down loads and/or opening/operating circuit breakers/devices until reaching the level of reduction directed by the Transmission Provider.

5. After plan implementation, the End-Use Customer's Staff will report back to the Scheduling Coordinator and the Scheduling Coordinator will report back to the Transmission Provider.

In no event shall the implementation of this Transmission Reduction Plan by the Scheduling Coordinator/End-Use Customer result in a level of reduction that is less than that which is directed by the Transmission Provider.

5. Contact Information

The Scheduling Coordinator will maintain and update 24-hour contact information for the Transmission Provider, the Scheduling Coordinator, and the End-Use Customer facility personnel that are required to implement the Plan.

The contact numbers are:

Entity	Contact Person	24 Hour Phone Number
Transmission Provider	NV Energy Control Center	(702) 862-7111
Scheduling Coordinator	NV Energy	(702) 579-1965
City of Las Vegas	WPCF 24 hour SCADA Operator	(702) 229-6600
End Use Customer's Aggregator	Colorado River Commission	(702) 682-6977

Attachment 1A to Network Operating Agreement
Detail for the September 1, 2009 Transmission Reduction Plan For
City of Las Vegas (End-Use Customers) and
NV Energy (Scheduling Coordinator/Network Customer)

TIER 1:

Facility Name	Facility Address	Premise Number
WPCF: Plants 3&4	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1427682
WPCF: Plants 1&2, Chemical Building	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1056210
WPCF: Nitration/Filtration	6005 E. Vegas Valley Dr., Las Vegas, NV 89142	1518600
DHWRC: Durango Hills Facility	3271 N. Durango, Las Vegas, NV 89129	1816348
WPCF: Nitration/Filtration	6005 E. Vegas Valley Dr.	1518597
WPCF: Dewatering	6005 E. Vegas Valley Dr.	1427683
WPCF; Nitration/Filtration	6005 E. Vegas Valley Dr.	1518598
WPCF; Nitration/Filtration	6005 E. Vegas Valley Dr.	1518599
WPCF; Headworks	6005 E. Vegas Valley Dr.	1869292

Due to the critical nature of the wastewater pumping loads listed and the fact they provide essential services that may impact the health, safety, and welfare of Southern Nevadans, the above loads are grouped in a single tier of highest priority. Upon plan implementation, the Scheduling Coordinator and End-Use Customer will curtail loads listed in Tier 1 in a manner that is least disruptive to wastewater system operations while complying with the Transmission Reduction Plan.

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on Van Buren Avenue between Lamb Boulevard and Blushing Bride Street ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

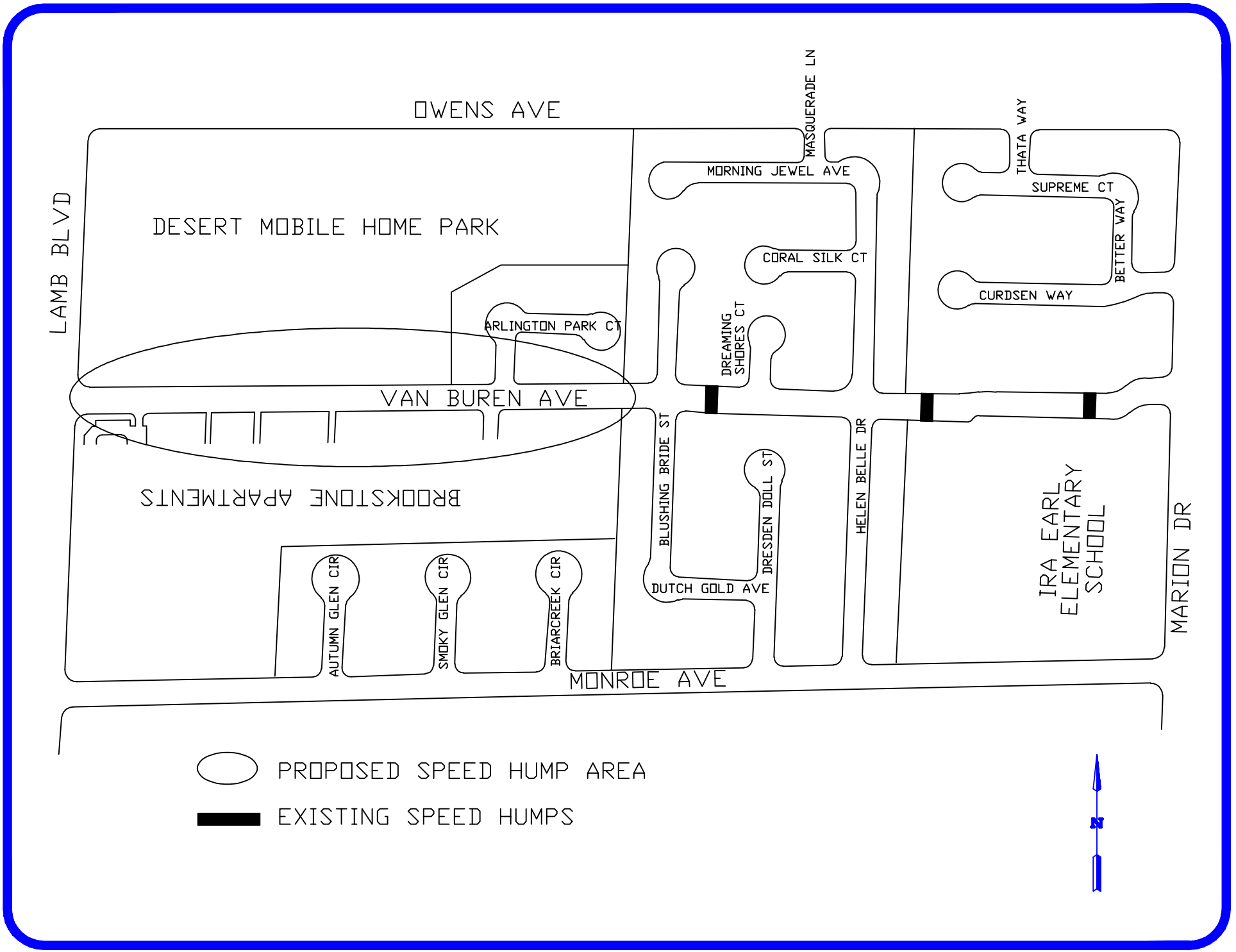
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,800
Funding Source: Neighborhood Traffic Management Program
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The City of Las Vegas received a request to install speed humps on Van Buren Avenue between Lamb Boulevard and Blushing Bride Street. Studies conducted on Van Buren Avenue showed that the 85th percentile speed was 38 mph and the volume of traffic was 1083 vehicles per day. Both of these criteria were met; however, the street accumulated only 37 points but a total of 40 points is needed to meet the point criteria for speed humps. Van Buren Avenue is not an emergency response route.

RECOMMENDATION:
Staff: Denial

BACKUP DOCUMENTATION:
Map


OWENS AVE
MASQUERADE LN
THATA WAY
MORNING JEWEL AVE
SUPREME CT
BETTER WAY
LAMB BLVD
DESERT MOBILE HOME PARK
CORAL SILK CT
CURDSEN WAY
ARLINGTON PARK CT
DREAMING SHORES CT
VAN BUREN AVE
BLUSHING BRIDE ST
DRESDEN DOLL ST
HELEN BELLE DR
BROOKSTONE APARTMENTS
IRA EARL ELEMENTARY SCHOOL
MARION DR
AUTUMN GLEN CIR
SMOKY GLEN CIR
BRIARCREEK CIR
DUTCH GOLD AVE
MONROE AVE
PROPOSED SPEED HUMP AREA
EXISTING SPEED HUMPS
N

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-61-2009 - Public hearing and possible action regarding a Resolution authorizing a medium-term obligation and the execution and delivery of documents relating thereto in an amount not to exceed $15,000,000 to finance the cost to acquire, construct, improve and equip a parking garage adjacent to Symphony Park - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $15,000,000
Funding Source: City Facilities Capital Project Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The parking garage will be used for the Smith Center and other City properties with the medium-term obligation being repaid from legally available funds of the City for a period not to exceed ten years.

RECOMMENDATION:
Staff Recommends approval.

BACKUP DOCUMENTATION:
Resolution No. R-61-2009

Summary - a resolution authorizing reimbursement of prior expenditures from bond proceeds, authorizing medium-term obligations and the forwarding of materials to the State Department of Taxation.

RESOLUTION NO. R-61-2009

A RESOLUTION AUTHORIZING REIMBURSEMENT OF PRIOR EXPENDITURES FROM BOND PROCEEDS; AUTHORIZING MEDIUM-TERM OBLIGATIONS IN AN AMOUNT OF UP TO $15,000,000, FOR THE PURPOSES OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A PARKING GARAGE ADJACENT TO SYMPHONY PARK TO BE USED FOR THE SMITH CENTER AND OTHER CITY PROPERTIES; DIRECTING THE OFFICERS OF THE CITY TO FORWARD MATERIALS TO THE DEPARTMENT OF TAXATION OF THE STATE OF NEVADA; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AUTHORIZING THE SALE OF THE CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION MEDIUM-TERM OBLIGATIONS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $15,000,000; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council," "City," and "State," respectively) proposes to incur medium-term obligations of the City in an amount up to $15,000,000 (the "Obligations") under Chapter 350 of Nevada Revised Statutes ("NRS"), in order to finance the costs of acquiring, constructing, improving and equipping a parking garage adjacent to Symphony Park to be used for the Smith Center and other City properties (the "Project"); the Obligations to bear interest at a rate or rates which do not exceed by more than 3% the "Index of Twenty Bonds" most recently published in The Bond Buyer before bids are received for the Obligations or negotiated offers are accepted, and to mature within 10 years of the date of issuance thereof, in order to pay the costs of the Project (the "Proposal"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on the Obligations; and

WHEREAS, NRS 350.087 requires that a notice of intention to authorize medium-term obligations be published not less than 10 days prior to the consideration of a resolution authorizing medium-term obligations; and

WHEREAS, a notice of intention to act upon the resolution authorizing the Obligations has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date of a public hearing thereon, and such public hearing was held prior to adoption of this resolution; and

WHEREAS, all comments made at the public hearing have been duly considered by the Council and the minutes of such public hearing are attached hereto as Exhibit "C"; and

WHEREAS, the Council expects to incur certain expenditures relating to the Project prior to issuance of the Obligations, and the City intends to reimburse itself for such prior expenditures with proceeds of the Obligations issued in the maximum principal amount of $15,000,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated by the short title the "2009 Medium-Term Parking Garage Authorization Resolution" (the "Resolution").

Section 2. The Council hereby finds and determines that the public interest requires medium-term obligations to finance the costs of the Project, in an amount not exceeding $15,000,000.

Section 3. The facts upon which the finding stated in Section 2 above are:

(a) There is a need to acquire, improve and equip the Project in the City for the safety and welfare of the City's employees, residents and visitors.

(b) It is in the best interests of the City and its inhabitants, and would best serve the safety and welfare thereof, if the Project is now accomplished, thereby assisting in alleviating the needs mentioned in (a) above;

(c) It is not feasible to finance the Project from other funds of the City, among other reasons, because of restraints

on the City's budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City hereby declares its intent to reimburse the costs of the Project out of the Obligations. This is a declaration of official intent under ' 1.150-2 of the Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Section 5. The Council hereby determines and declares that:

(a) The City intends to incur expenditures with respect to the Project prior to the incurrence of the Obligations and to reimburse those expenditures from the proceeds of the Obligations; and

(b) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Obligations is consistent with the City's budgetary and financial circumstances as of the date of this Resolution. The City does not currently have moneys which are, nor does the City reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the City's budget to pay the expenditures which the City intends to reimburse.

Section 6. The City proposes to borrow a sum not to exceed $15,000,000 at an annual interest rate estimated to be 6.00% to be repaid over a period of not more than 10 years. The Obligations shall be evidenced by the issuance by the City of medium-term negotiable notes or bonds which mature not later than 10 years after the date of issuance (which term does not exceed the useful life of the Project), and the interest rate shall not exceed by more than 3 percent the "Index of Twenty Bonds" which is most recently published in The Bond Buyer before bids are received or a negotiated offer is accepted.

Section 7. The Director of Finance and Business Services of the City or his designee (the "Finance Director") is hereby authorized to arrange for the issuance and sale of the Obligations in an amount not more than $15,000,000, and to carry out the Project, subject to ratification by Council through adoption of a bond ordinance authorizing the Obligations (the "Ordinance"). The medium-term notes or bonds issued to effect the Project shall be issued on such other terms and conditions as the Council determines, all as provided in NRS 350.087 to 350.095, inclusive (the "Note Act"), NRS 350.500 to 350.720, inclusive (the "Bond Act"), and as authorized by the Finance Director at the time of sale of such medium-term notes or bonds and thereafter ratified by the Council as set forth in this Resolution.

Section 8. The Obligations shall not be paid in whole or in part from a levy of a special tax exempt from the limitations on the levy of ad valorem tax, but shall be paid from other legally available funds of the City, including, without limitation, monies in the City's General Fund, estimated to range from $432,000 to $2,160,000 per year, for a period not to exceed 10 years.

Section 9. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this Resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and, if necessary, amending the City's capital improvement plan to include the Project, if necessary.

Section 10. The Finance Director is authorized to offer for sale the Obligations in the maximum aggregate principal amount of $15,000,000 in such manner as he shall determine, and he is authorized to specify the terms and details of the Obligations, including, without limitation, the maturity date or dates, the interest rate or rates, the redemption features, if any, and the other terms and conditions thereof; all subject to ratification by the Council by adoption of the Ordinance.

Section 11. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation, assembling of financial and other information concerning the City, the Project and the Obligations, and preparing and circulating an official statement for the Obligations or negotiating the terms of sale of the Obligations, and, if deemed appropriate by the Finance Director, preparing and circulating a request for proposals or a preliminary official statement, a notice of sale for the Obligations, or both, in the forms specified by the Finance Director. The Finance Director is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the City for the purposes of Rule 15(c)2-12 of the Securities and Exchange Commission.

Section 12. The Finance Director shall, after arranging for the sale of the Obligations and after approval of the Obligations by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed terms of the Obligations to the Council for its approval by adoption of the Ordinance.

Section 13. 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 14. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 15. If any section, paragraph, clause or other 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 other provision shall not affect any of the remaining provisions of this Resolution.

Section 16. This Resolution shall become effective upon passage and approval, except for Sections 10 and 11 of this Resolution which shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089, which approval shall be recorded in the minutes of the Council in conjunction with the adoption of the Ordinance.

PASSED AND ADOPTED AND APPROVED BY AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS JULY 15, 2009.

(SEAL)

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

By: D. Ronci 7/1/09

STATE OF NEVADA)
)
CLARK COUNTY) **ss.**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, 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 July 15, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a two-thirds majority of the members of Council as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

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 NRS 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working day 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) By mailing a copy of the notice 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 July 15, 2009 is attached to this certificate as Exhibit "A." A copy of the affidavit of publication of the notice of public hearing is attached hereto as Exhibit "B," and a copy of the minutes of the public

hearing held on July 15, 2009, prior to adoption of the resolution is attached hereto as Exhibit "C."

IN WITNESS WHEREOF, I have hereunto set my hand on this July 15, 2009.

(SEAL)

_____
City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

EXHIBIT "B"

(Attach Affidavit of Publication and Notice of Public Hearing)

EXHIBIT "C"

(Minutes of Public Hearing)

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - 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 of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - PLANNING COMMISSION - Michael E. Buckley - Term Expiration 6-2009

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Mayor and each member of City Council appoint one member to this committee subject to ratification by the Council. The terms are concurrent with the term of office for the appointing City Council member. All members of this board must be City residents but are not required to reside in the specific Ward of the Councilmember making the appointment. Terms are for four years with a limit of two full terms, and unexpired terms must be filled. Additionally, this is a compensatory board. Mr. Buckley was appointed by Interim Councilman Steinman. This item was abeyed at the July 1, 2009 City Council meeting.

RECOMMENDATION:
Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Options are:
Councilman Anthony to reappoint Mr. Buckley OR appoint a new member

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Board Interest Forms from Kenneth Kovalchik and Audrey Zachry

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - CIVIL SERVICE BOARD OF TRUSTEES – Evelyn Beals - Term Expiration 7-6-2009

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $50.00 per meeting
Funding Source: General Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms and there is no requirement to fill an unexpired portion of a term. Ms. Beals is eligible to be reappointed. This item was held in abeyance from the July 1, 2009 City Council meeting.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are for any member of the City Council to either reappoint Ms. Beals or appoint a new member to fill the seat.

BACKUP DOCUMENTATION:
Current Board Listing

1-17-2008 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

BOARD OF CIVIL SERVICE TRUSTEES

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. MIRAMONTES, EDMUND **(Barlow's recommendation)**	10-29-2003 **(Reap. 11-7-2007)**	10-29-2011
2. BEALS, EVELYN **(Weekly's recommendation)**	7-6-2005	7-6-2009
3. ROCHA, PRISCILLA **(Reese's recommendation)**	18-2004 **(Effective 2-21-2004)** **(Reap. 1-16-2008)**	2-21-2012
4. ALISEO, JOHAN **(Goodman's recommendation) [** [Replaced Lou Johnson who resigned]	-19-2001 **(Reap. 9-7-2005)**	9-19-2009
5. WHITE, MALCOLM **(Brown's recommendation)**	0-18-2006 **(Effective 11-8-2006)**	11-8-2010

******

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04 - Amended per Bill 2001-70, Ordinance 5346, of 8-1-2001 indicating Financial Disclosures requirement.

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-22 – ABEYANCE ITEM - Updates the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges. Sponsored by: Councilman David W. Steinman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges. The bill is proposed to go into effect on July 1, 2009. Comments from affected business groups have been solicited and considered.

RECOMMENDATION:
FORWARDED to Full Council at 7/1/2009 City Council Meeting with no recommendation pursuant to a tie vote on a Do Not Pass recommendation by the 6/16/2009 Recommending Committee.

First Reading – 5/20/2009; First Publication – 6/19/2009

BACKUP DOCUMENTATION:
1. Bill No. 2009-22
2. Business Impact Statement
3. First Amendment

BILL NO. 2009-22

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE BUSINESS LICENSING PROVISIONS OF THE MUNICIPAL CODE; ADDING CERTAIN ADMINISTRATIVE AND SERVICE-RELATED FEES; ADJUSTING VARIOUS LICENSE FEES AND LICENSE ORIGINATION CHARGES; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by:
Councilman David W. Steinman

Summary: Updates the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.020: (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9 and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter; [and]

(6) The authority to make expenditures as reasonably necessary to

investigate a violation of this Title, Title 9 or Title 19[.]; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, or Title 19:

(a) A service charge of one hundred twenty dollars for the initial re-inspection, if the licensee has not corrected all violations to the Department's satisfaction by the established re-inspection date;

(b) A service charge of one hundred eighty dollars for each hour of subsequent re-inspection time (with a one-hour minimum) until all violations have been corrected to the Department's satisfaction; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs;

(C) The Department shall provide the licensee an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made. If payment is not made in a timely manner, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250.

[(C)] (D) The Department is authorized to require identification or other information from a principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

[(D)] (E) During the course of investigating any crime or assisting in the enforcement of this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9 or Title 19.

SECTION 2: Title 6, Chapter 2, Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.085: (A) A [thirty-dollar] fifty dollar nonrefundable processing fee will be charged for each application filed for a new business license, a change of business ownership, a change of corporate officers, a change of business location, a change of business name or a charitable solicitations permit. Processing of such applications shall not commence until the Department has received the processing fee.

(B) The processing fee set forth in Subsection (A) of this Section is to be in addition to any other license fee required by this Code for the type of business in question.

SECTION 3: Title 6, Chapter 2, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.180: Subject to the provisions of LVMC 6.02.190, the first semiannual license fee for a business whose license fee is based on gross sales shall be the greater of:

(A) [an] The amount determined by the Director to be the cumulative average semiannual license fee paid by other businesses in the same industry[.] ; or

(B) One hundred dollars.

➥An applicant may elect to pay a larger first period license fee than required by this Section.

SECTION 4: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than gambling and liquor license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, [fifteen] twenty-five percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a Saturday, Sunday or holiday, the penalty must not be assessed if the license fee is received before five p.m. of the next day which is not a Saturday, Sunday or holiday. Assessed penalty charges are due on or before the thirtieth day after the license fee due date.

(B) All licenses for which fees and assessed penalty charges have not been paid within thirty days after the license fee due date may be [suspended] deemed expired by the Director and, if [suspended,] so deemed, shall not be reinstated until the license fees, [and] assessed penalty charges and a reinstatement fee of fifty dollars have been paid.

(C) The Director may refer any delinquent license fees and assessed penalty charges to a collection agency for collection if they have not been paid within thirty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC 6.02.020(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to

Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a collection agency.

SECTION 5: Title 6, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.030: Businesses within the following licensing categories shall pay a fifty dollars annual business license fee, as set forth below:

Billiard or pool hall, [The] with the fee amount [shall] to be charged for each billiard or pool table.

Bowling center, which is a business providing a place to engage in the sport of bowling. The fee amount shall be charged for each alley.

Tobacco dealer, which is any person licensed pursuant to NRS Chapter 370 to sell tobacco. The fee amount shall be charged for each sales location, whether a machine, retail location, or warehouse facility.

Express or delivery service, [The] with the fee amount [shall] to be charged for the first vehicle used in the business, [with] and a thirty dollar annual fee to be charged for each additional vehicle used in the business. An applicant for this license may be required by the Director to furnish a State license or certificate, if applicable, or written verification that such license or certificate is not required.

Nonprofit commercial enterprise, which is any commercial enterprise regularly engaged in by an organization that has duly qualified as tax exempt under the Internal Revenue Code. The category does not include an organization whose commercial activities consist solely of one or more of the following:

(A) Occasional fundraising activities;

(B) Solicitation activities that are subject to the provisions of LVMC Chapter 6.22;

(C) The sale of items that are intended to convey a religious, political or ideological message.

Transfer and storage company, with the fee amount to be charged for the first truck used in the business, and a thirty dollar annual fee to be charged for each additional truck used in the business.

SECTION 6: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and

bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

Residential facility for groups, which is a facility as defined in NRS 449.017.

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 7: Title 6, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 6.04.190, reading as follows:

6.04.190: Each gasoline station, service station, or gasoline, diesel, motor vehicle fuel sales outlet, shall pay a license fee of one dollar per one thousand gallons of gasoline, diesel or motor vehicle fuel sales made during the previous semiannual period; provided however, the minimum semiannual license fee under this Section shall be three hundred dollars. Nothing in this Section shall exempt any gasoline station, service station, or gasoline, diesel, motor vehicle fuel sales outlet from paying a license fee based on gross sales pursuant to Section 6.04.005 for sales of services, including labor, and sales of goods other than gasoline, diesel or motor vehicle fuel.

SECTION 8: Ordinance No. 6036 and Title 6, Chapter 6, Section 51, of the Municipal

Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.06.051 reads as follows:

6.06.051: (A) At the request of an applicant, the Director may grant a temporary license, effective for a period not to exceed ninety days, pending final action regarding a license application in order for the license approval authority to determine:

(1) The applicant's fitness for a license; and

(2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

(1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;

(2) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(3) The applicant has submitted a completed and accurate license application and has paid [all] a non-refundable temporary license processing fee, in addition to all other required application fees. The amount of the temporary license processing fee shall be:

(a) Two hundred fifty dollars, for licenses issued under the provisions of Chapters 6.47, 6.55 and 6.69; and

(b) Five hundred dollars, for all other categories.

SECTION 9: Title 6, Chapter 6, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.100: Each applicant shall pay the following non-refundable fee deposits at the time of filing an application for a license or approval for suitability with the Department:

(A) Two hundred dollars made payable to Metro for investigation of a license application.

(B) One hundred-fifty dollars made payable to Metro for investigation of an approval for suitability application.

(C) One hundred dollars made payable to the Department for processing an application for a business license or approval for suitability.

SECTION 10: Title 6, Chapter 6, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.150: The Director, in considering whether to waive a principal, may require:

(A) Personal identification information;

(B) A written request from a managing officer or partner of the business setting forth sufficient information as to the principal's responsibilities and authority with the licensee or proposed licensee; and

(C) A [fifty] one-hundred dollar non-refundable waiver fee, payable in advance, for each principal requesting a waiver.

SECTION 11: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 12: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 360, reading as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule:

License Category	Semiannual License Fee (Dollars)
Banquet facility	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
Gift basket limited	300
Gift shop limited	500
Grocery store internet sale	500
Hotel lounge bar	1,200

Keg beer	500
Liquor caterer	500
Nonprofit club general	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 13: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 14: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 380, reading as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

. . .

License Category	Origination Charge (Dollars)
Banquet facility	20,000
Beer/wine/cooler art event on-sale	1,000
Beer/wine/cooler on-sale	2,500
Beer/wine/cooler off-sale	2,500
Beer/wine/cooler on-off sale	5,000
Brew/pub/tavern	75,000
Convention facility	75,000
Gift basket limited	1,000
Gift shop limited	4,000
Grocery store internet sale	2,500
Hotel lounge bar	40,000
Keg beer	4,000
Liquor caterer	4,000
Nonprofit club general	2,000
Nonprofit club restaurant service bar	1,000
Package	40,000
Permanent trade show facility	60,000
Restaurant service bar	30,000
Supper club	40,000
Tavern	75,000
Tavern-limited	20,000
Urban lounge	50,000
Wholesale general	10,000
Wine, beer, cordial, liqueur tasting	2,000

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed

into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold or transferred to a third party, notwithstanding any provision of this Title to the contrary.

SECTION 15: Title 6, Chapter 68, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.68.010: [(A)] For the purposes of this Chapter, a "real estate developer" is defined as the owner, or the principal agent of an inactive owner, of subdivided land who offers it for sale in any offering or disposition. [other than the following:

(1) An offer of sale by a purchaser of any subdivision lot, parcel, or unit thereof for his own account in a single or isolated transaction;

(2) An offer of sale of subdivided land if each lot, parcel, or unit being offered or disposed of in any subdivision is five acres or more;

(3) An offer or sale to any person who is engaged in the business of the construction of residential, commercial, or industrial buildings for disposition;

(4) An offer or sale to any person licensed in the State to con-struct residential buildings and where such land being offered or disposed of is to include a residential building when disposition is complete;

(5) An offer or sale pursuant to the order of any court of this State;

(6) An offer or sale by any government or government agency;

(7) An offer or disposition of any evidence of indebtedness secured by any mortgage or deed of trust of real estate;

(8) An offer or sale of securities or units of interest issued by an investment trust regulated under the laws of this State; or

(9) An offer or sale of cemetery lots.

(B) For the purposes of this Chapter, "subdivided land" or "subdivision" is defined as any land or tract of land in another state or in this State from which a sale is attempted which is divided or proposed to be divided into fifty or more lots, parcels, units, or interests, for the purposes of sale as part of a common promotional plan and where any subdivision is offered by a single

developer or a group of developers acting in concert, and such land is contiguous or is known, designated, or advertised as a common unit or by a common name, such land shall be presumed, without regard to the number of lots covered by each individual offering, to be part of a common promotional plan.]

SECTION 16: Title 6, Chapter 68, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.68.030: Each real estate developer shall pay a semiannual license fee [equal to one percent of his average monthly sales.] pursuant to the schedule set forth in LVMC 6.04.005.

SECTION 17: (A) The license fee increases established and provided for in this Ordinance:

(1) Are needed in order to reflect increased costs associated with the administration and enforcement of LVMC Title 6; and

(2) Are intended to help offset those costs and to provide additional general fund revenues available for providing City services, including police and fire protection; the construction and maintenance of highways, streets, and other infrastructure; and recreational activities and cultural events.

(B) The revenue to be obtained as a result of the license fee increases referred to in Subsection (A) are intended to be used for the purposes described in Paragraph (2) of Subsection (A) of this Section.

SECTION 18: This Ordinance shall become effective on July 1, 2009.

SECTION 19: 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 20: 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 21: 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 5-12-09
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

BUSINESS IMPACT STATEMENT
BILL NO. 2009-22
(Updates the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-22, that will update the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges.

1. The following constitutes a description 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.

A copy of the proposed ordinance and an invitation to respond were provided to the Las Vegas Chamber of Commerce and other interested parties. Comments were received from the LVCC, the Nevada Tavern Owners Association, and on behalf of Bilbos Bar and Grill. A summary of those comments, which is available to interested persons as part of this business impact statement, is as follows:

–In the current state of the economy, adding new fees and increasing existing fees will be an unnecessary and ill-timed burden on the business community.
–Administrative fees and service charges, including those related to inspections, are unwarranted and burdensome.

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:

–New or increased fees for administrative functions
–Increase in license-related fees for certain license categories

Beneficial effects:

–Increased and better enforcement of licensing regulations because of partial cost recovery

Direct effects:

–New or increased fees for administrative functions
–Increase in license-related fees for certain license categories
–Increased and better enforcement of licensing regulations because of partial cost recovery

Indirect effects:

None noted

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:

No additional methods to reduce the impact were considered or used. The City's consideration of the objections that were raised includes the following:

–Many of the administrative and enforcement functions under the City's licensing regulations have not had any cost-recovery element associated with them, or cost recovery has been insufficient. Certain services and functions the City provides that are done at the request of a licensee or license applicant, or that are occasioned by a licensee or applicant, should not have to be borne entirely by the taxpayers and should be chargeable to those who create the need or the occasion for performing the service or function. The charging of fees for these administrative and enforcement services and functions is viewed as reasonable in light of what is provided, and does not cover the City's full cost of providing the services and functions.
–Increasing and adjusting certain fee categories is justified as an attempt to partially offset the effects of inflation and the increased need to recover a portion of costs.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal 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:

Approximately $845,000

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:

Offset costs of administration and enforcement of licensing provisions, and provide a revenue source for the provision of general City services

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: May 12, 2009

FIRST AMENDMENT

BILL NO. 2009-22

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE BUSINESS LICENSING PROVISIONS OF THE MUNICIPAL CODE; ADDING CERTAIN ADMINISTRATIVE AND SERVICE-RELATED FEES; ADJUSTING VARIOUS LICENSE FEES AND LICENSE ORIGINATION CHARGES; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by:
Councilman David W. Steinman

Summary: Updates the business licensing provisions of the Municipal Code by adding certain administrative and service-related fees, and adjusting various license fees and license origination charges.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.020: (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9 and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter; [and]

(6) The authority to make expenditures as reasonably necessary to investigate a violation of this Title, Title 9 or Title 19[.]; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, or Title 19:

(a) A service charge of one hundred twenty dollars for the initial re-inspection, if the licensee has not corrected all violations to the Department's satisfaction by the established re-inspection date;

(b) A service charge of one hundred eighty dollars for each hour of subsequent re-inspection time (with a one-hour minimum) until all violations have been corrected to the Department's satisfaction; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs of billing and receipting;

(C) The Department shall provide the licensee an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made, which must be at least sixty days after the billing is provided. If payment is not made by the date specified, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250. Notwithstanding the provisions of this Subsection (C), the licensee may appeal the assessment of service charges and administrative fees, including the underlying determination that violations have occurred, by filing a written appeal with the Department within ten days after the billing is provided to the licensee. A hearing on the appeal will be conducted by the City Manager (or the City Manager's designee) within ten days after the appeal is filed, unless otherwise agreed to by the licensee and the person conducting the hearing. The period for payment is tolled during the pendency of an appeal.

[(C)] (D) The Department is authorized to require identification or other information from a principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

[(D)] (E) During the course of investigating any crime or assisting in the enforcement of

this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9 or Title 19.

SECTION 2: Title 6, Chapter 2, Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.085: (A) A **[**thirty-dollar**]** fifty dollar nonrefundable processing fee will be charged for each application filed for a new business license, a change of business ownership, a change of corporate officers, a change of business location, a change of business name or a charitable solicitations permit. Processing of such applications shall not commence until the Department has received the processing fee.

(B) The processing fee set forth in Subsection (A) of this Section is to be in addition to any other license fee required by this Code for the type of business in question.

SECTION 3: Title 6, Chapter 2, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.180: Subject to the provisions of LVMC 6.02.190, the first semiannual license fee for a business whose license fee is based on gross sales shall be the greater of:

(A) **[**an**]** The amount determined by the Director to be the cumulative average semiannual license fee paid by other businesses in the same industry**[**.**]** ; or

(B) One hundred dollars.

➥An applicant may elect to pay a larger first period license fee than required by this Section.

SECTION 4: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than gambling and liquor license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, **[**fifteen**]** twenty-five percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a Saturday, Sunday or holiday, the penalty must not be assessed if the license fee is received before five p.m. of the next day which is not a Saturday, Sunday or holiday. Assessed penalty charges are due on or before the thirtieth day after the license fee due date.

(B) All licenses for which fees and assessed penalty charges have not been paid within thirty days after the license fee due date may be [suspended] deemed expired by the Director and, if [suspended,] so deemed, shall not be reinstated until the license fees, [and] assessed penalty charges and a reinstatement fee of fifty dollars have been paid.

(C) The Director may refer any delinquent license fees and assessed penalty charges to a collection agency for collection if they have not been paid within thirty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC 6.02.020(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a collection agency.

SECTION 5: Title 6, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.030: Businesses within the following licensing categories shall pay a fifty dollars annual business license fee, as set forth below:

Billiard or pool hall, [The] with the fee amount [shall] to be charged for each billiard or pool table.

Bowling center, which is a business providing a place to engage in the sport of bowling. The fee amount shall be charged for each alley.

Tobacco dealer, which is any person licensed pursuant to NRS Chapter 370 to sell tobacco. The fee amount shall be charged for each sales location, whether a machine, retail location, or warehouse facility.

Express or delivery service, [The] with the fee amount [shall] to be charged for the first vehicle used in the business, [with] and a thirty dollar annual fee to be charged for each additional vehicle used in the business. An applicant for this license may be required by the Director to furnish a State license or certificate, if applicable, or written verification that such license or certificate is not required.

Nonprofit commercial enterprise, which is any commercial enterprise regularly engaged in by an

organization that has duly qualified as tax exempt under the Internal Revenue Code. The category does not include an organization whose commercial activities consist solely of one or more of the following:

(A) Occasional fundraising activities;

(B) Solicitation activities that are subject to the provisions of LVMC Chapter 6.22;

(C) The sale of items that are intended to convey a religious, political or ideological message.

Transfer and storage company, with the fee amount to be charged for the first truck used in the business, and a thirty dollar annual fee to be charged for each additional truck used in the business.

SECTION 6: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or

contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to

be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

Residential facility for groups, which is a facility as defined in NRS 449.017.

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 7: Ordinance No. 6036 and Title 6, Chapter 6, Section 51, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.06.051

reads as follows:

6.06.051: (A) At the request of an applicant, the Director may grant a temporary license, effective for a period not to exceed ninety days, pending final action regarding a license application in order for the license approval authority to determine:

(1) The applicant's fitness for a license; and

(2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

(1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;

(2) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(3) The applicant has submitted a completed and accurate license application and has paid **[**all**]** a non-refundable temporary license processing fee, in addition to all other required application fees. The amount of the temporary license processing fee shall be:

(a) Two hundred fifty dollars, for licenses issued under the provisions of Chapters 6.47, 6.55 and 6.69; and

(b) Five hundred dollars, for all other categories.

SECTION 8: Title 6, Chapter 6, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.100: Each applicant shall pay the following non-refundable fee deposits at the time of filing an application for a license or approval for suitability with the Department:

(A) Two hundred dollars made payable to Metro for investigation of a license application.

(B) One hundred-fifty dollars made payable to Metro for investigation of an approval for suitability application.

(C) One hundred dollars made payable to the Department for processing an application for a business license or approval for suitability.

SECTION 9: Title 6, Chapter 6, Section 150, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.150: The Director, in considering whether to waive a principal, may require:

(A) Personal identification information;

(B) A written request from a managing officer or partner of the business setting forth sufficient information as to the principal's responsibilities and authority with the licensee or proposed licensee; and

(C) A [fifty] one-hundred dollar non-refundable waiver fee, payable in advance, for each principal requesting a waiver.

SECTION 10: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 11: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 360, reading as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule:

License Category	Semiannual License Fee (Dollars)
Banquet facility	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
Gift basket limited	300
Gift shop limited	500
Grocery store internet sale	500
Hotel lounge bar	1,200
Keg beer	500

Liquor caterer	500
Nonprofit club general	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 12: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 13: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 380, reading as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

. . .

. . .

License Category	Origination Charge (Dollars)
Banquet facility	20,000
Beer/wine/cooler art event on-sale	1,000
Beer/wine/cooler on-sale	2,500
Beer/wine/cooler off-sale	2,500
Beer/wine/cooler on-off sale	5,000
Brew/pub/tavern	75,000
Convention facility	75,000
Gift basket limited	1,000
Gift shop limited	4,000
Grocery store internet sale	2,500
Hotel lounge bar	40,000
Keg beer	4,000
Liquor caterer	4,000
Nonprofit club general	2,000
Nonprofit club restaurant service bar	1,000
Package	40,000
Permanent trade show facility	60,000
Restaurant service bar	30,000
Supper club	40,000
Tavern	75,000
Tavern-limited	20,000
Urban lounge	50,000
Wholesale general	10,000
Wine, beer, cordial, liqueur tasting	2,000

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed

into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 14: Title 6, Chapter 68, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.68.010: **[**(A)**]** For the purposes of this Chapter, a "real estate developer" is defined as the owner, or the principal agent of an inactive owner, of subdivided land who offers it for sale in any offering or disposition. **[**other than the following:

(1) An offer of sale by a purchaser of any subdivision lot, parcel, or unit thereof for his own account in a single or isolated transaction;

(2) An offer of sale of subdivided land if each lot, parcel, or unit being offered or disposed of in any subdivision is five acres or more;

(3) An offer or sale to any person who is engaged in the business of the construction of residential, commercial, or industrial buildings for disposition;

(4) An offer or sale to any person licensed in the State to con-struct residential buildings and where such land being offered or disposed of is to include a residential building when disposition is complete;

(5) An offer or sale pursuant to the order of any court of this State;

(6) An offer or sale by any government or government agency;

(7) An offer or disposition of any evidence of indebtedness secured by any mortgage or deed of trust of real estate;

(8) An offer or sale of securities or units of interest issued by an investment trust regulated under the laws of this State; or

(9) An offer or sale of cemetery lots.

(B) For the purposes of this Chapter, "subdivided land" or "subdivision" is defined as any land or tract of land in another state or in this State from which a sale is attempted which is divided or proposed to be divided into fifty or more lots, parcels, units, or interests, for the purposes

of sale as part of a common promotional plan and where any subdivision is offered by a single developer or a group of developers acting in concert, and such land is contiguous or is known, designated, or advertised as a common unit or by a common name, such land shall be presumed, without regard to the number of lots covered by each individual offering, to be part of a common promotional plan.]

SECTION 15: Title 6, Chapter 68, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.68.030: Each real estate developer shall pay a semiannual license fee [equal to one percent of his average monthly sales.] pursuant to the schedule set forth in LVMC 6.04.005.

SECTION 16: (A) The license fee increases established and provided for in this Ordinance:

(1) Are needed in order to reflect increased costs associated with the administration and enforcement of LVMC Title 6; and

(2) Are intended to help offset those costs and to provide additional general fund revenues available for providing City services, including police and fire protection; the construction and maintenance of highways, streets, and other infrastructure; and recreational activities and cultural events.

(B) The revenue to be obtained as a result of the license fee increases referred to in Subsection (A) are intended to be used for the purposes described in Paragraph (2) of Subsection (A) of this Section.

SECTION 17: This Ordinance shall become effective on July 1, 2009.

SECTION 18: 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 19: 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 20: 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 6-17-09
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 amended 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.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-23 – ABEYANCE ITEM - Updates the City's business license fee provisions to increase the gross sales license fee; include for certain license categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property. Sponsored by: Councilman David W. Steinman - NOTE: The amended version of the bill no longer includes adjustments tied to the City's growth rate.

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the City's business license fee provisions to increase the gross sales license fee; include for certain license categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property. The bill is proposed to go into effect on July 1, 2009. Comments from affected business groups have been solicited and considered.

RECOMMENDATION:
FORWARDED to Full Council at 7/1/2009 City Council Meeting with no recommendation pursuant to a tie vote on a Do Not Pass recommendation by the 6/16/2009 Recommending Committee.

First Reading – 5/20/2009; First Publication – 6/19/2009

BACKUP DOCUMENTATION:
1. Bill No. 2009-23
2. Business Impact Statement
3. First Amendment

BILL NO. 2009-23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO BUSINESS LICENSE CATEGORIES AND FEES; UPDATING THE LICENSE FEE PROVISIONS TO INCREASE THE GROSS SALES LICENSE FEE; INCLUDING ANNUAL LICENSE FEE ADJUSTMENTS FOR CERTAIN LICENSE CATEGORIES BASED ON THE CONSUMER PRICE INDEX AND THE CITY'S GROWTH RATE; ADJUSTING LICENSE FEES FOR CERTAIN ALCOHOLIC BEVERAGE LICENSES; ADDING PROVISIONS REGARDING THE LICENSING AND REGULATION OF PERSONS WHO RENT OR LEASE CERTAIN TYPES OF COMMERCIAL PROPERTY; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by:
Councilman David W. Steinman

Summary: Updates the City's business license fee provisions to increase the gross sales license fee; include for certain license categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 4, Section 5, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 6, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 5, reading as follows:

6.04.005: (A) Unless specifically provided otherwise in this Title, each person doing business in the City shall pay to the Department, in advance, a semiannual license fee based on the gross sales of the business. Commencing on July 1, 2009, the semiannual license fee shall be the gross sales multiplied by a percentage factor of .00075.

(B) In order to administer the provisions of this Title and provide statistical and demographic information, the Department shall have the authority to administratively create business licensing categories or classifications, with license fees based upon gross sales or gross revenue, for businesses which do not fit into existing categories or classifications.

SECTION 3: Title 6, Chapter 4, Section 20, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.020: (A) Persons doing business in the licensing categories described in [the sections of this Chapter that follow] LVMC 6.04.030 to 6.04.160, inclusive, shall pay in advance a semiannual or annual license fee at the [specified rates.] rates specified in those sections, subject to the annual adjustment described in Subsection (B) of this Section.

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the rates referred to in Subsection (A) of this Section shall be adjusted by multiplying that rate by the sum of:

(1) The percentage increase in the City's population; and

(2) The percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated.

➥ The adjusted rate will then become the new base rate for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section:

(1) The increase in the City's population shall be as estimated by the Planning and Development Department.

(2) The applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 4: Title 6, Chapter 40, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 5: Title 6, Chapter 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 110, reading as follows:

6.40.110: (A) Each licensee shall pay to the Department, in advance semiannually, the license fee amounts that are set forth in the following table, subject to the annual adjustment described in Subsection (B) of this Section:

. . .

. . .

Category	Fee (Dollars)
Each bridge, whist and solo	30.00
Chemin de fer (baccarat)	500.00
Crap table	
For one table	300.00
For each table over one	500.00
Sports pool (not including race books)	200.00
Bingo	150.00, plus 3.00 for each chair provided for players
Panguingue	60.00
Race book	800.00
Racehorse information service	600.00
Keno	600.00
Each roulette, "21," hazard, faro bank, wheel of fortune and big six wheel	300.00
Slot machines	
Establishment with five or less, each machine	50.00
Establishment with more than five, each machine	60.00
Stud poker and draw poker	100.00
Slot machine operator	300.00
Any other game	100.00

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the license fee amounts referred to in Subsection (A) of this Section shall be adjusted by multiplying that fee amount by the sum of:

(1) The percentage increase in the City's population; and

(2) The percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated.

The adjusted fee amount will then become the new base amount for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section:

(1) The increase in the City's population shall be as estimated by the Planning and Development Department.

(2) The applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 6: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 7: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 360, reading as follows:

6.50.360: (A) Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule, subject to the annual adjustment described in Subsection (B) of this Section:

License Category	Semiannual License Fee (Dollars)
Banquet facility	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
Gift basket limited	300
Gift shop limited	500
Grocery store internet sale	500
Hotel lounge bar	1,200
Keg beer	500
Liquor caterer	500
Nonprofit club general	200
Nonprofit club restaurant service bar	100
Package	750

Permanent trade show facility	2,400
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the license fee amounts referred to in Subsection (A) of this Section shall be adjusted by multiplying that fee amount by the sum of:

(1) The percentage increase in the City's population; and

(2) The percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated.

The adjusted fee amount will then become the new base amount for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section:

(1) The increase in the City's population shall be as estimated by the Planning and Development Department.

(2) The applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 8: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983

Edition, is hereby amended by adding thereto a new chapter to consist of the provisions set forth below as Sections 9 to 11, inclusive, of this Ordinance.

SECTION 9: No person shall engage in the business of renting or leasing property that is zoned or developed for commercial use and is not utilized for residential use without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Title.

SECTION 10: (A) Except as otherwise provided in Subsection (B), each person who is required to be licensed under this Chapter shall pay, in advance, a semiannual license fee pursuant to the schedule set forth in LVMC 6.04.005.

(B) Any person who engages in the business described in Section 8 of this Ordinance on behalf of another and who, by so doing, is subject to professional licensing under State law, shall be licensed by the City under the applicable professional license category and shall pay the applicable license fee.

SECTION 11: Any person subject to this Chapter who, on behalf of commercial property owners, rents or leases property that is zoned or developed for commercial use and is not utilized for residential use shall, upon the request of the Director, provide a list of all properties so rented or leased.

SECTION 12: (A) The license fee increases established and provided for in this Ordinance:

(1) Are needed in order to keep pace with inflation and to reflect increased costs associated with the administration and enforcement of LVMC Title 6; and

(2) Are intended to help offset those costs and to provide additional general fund revenues available for providing City services, including police and fire protection; the construction and maintenance of highways, streets, and other infrastructure; and recreational activities and cultural events.

(B) The revenue to be obtained as a result of the license fee increases referred to in Subsection (A) is intended to be used for the purposes described in Paragraph (2) of Subsection (A) of this Section.

SECTION 13: This Ordinance shall become effective on July 1, 2009.

SECTION 14: 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 15: 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 16: 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 5-12-09
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

BUSINESS IMPACT STATEMENT
BILL NO. 2009-23
(Updates the City's business license fee provisions to increase the gross sales license fee; include for certain license fee categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-23, that will update the City's business license fee provisions to increase the gross sales license fee; include for certain license fee categories annual fee adjustments based on the Consumer Price Index and the City's growth rate; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing and regulation of persons who rent or lease certain types of commercial property.

1. The following constitutes a description 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.

A copy of the proposed ordinance and an invitation to respond were provided to the Las Vegas Chamber of Commerce (LVCC) and other interested parties. Comments were received from the LVCC, the Nevada Tavern Owners Association, the Greater Las Vegas Association of Realtors©, Red Rock Motorcycle Sales, Inc., Thomas & Mack Company, and on behalf of Bilbos Bar and Grill. A summary of those comments, which is available to interested persons as part of this business impact statement, is as follows:

–In the current state of the economy, adding new fees and increasing existing fees will be an unnecessary and ill-timed burden on the business community.
–Imposing a gross receipts tax on the renting or leasing of commercial space will be devastating to an already fragile market segment, is an arbitrary and unjust "tax," and will result in "double taxation" of sorts.
–Imposing an annual fee increase based on CPI and growth is too extreme, unpredictable and potentially arbitrary; is in some respects "double-dipping"; will be difficult to challenge as to the determination of the increase each year; and unreasonably goes on in perpetuity, with no mechanism or plan for review or reevaluation.

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:

–Increased license fees that are burdensome in difficult economic times.
–Additional burden of reporting transactions, when requested to do so, for certain persons engaged in the business of commercial rentals.

Beneficial effects:

–Increased cost recovery for licensing-related administrative and enforcement functions.
–Increased revenues by which the City can provide municipal services.

Direct effects:

–Increased license fees that are burdensome in difficult economic times.
–Increased cost recovery for licensing-related administrative and enforcement functions, and increased revenues by which the City can provide municipal services.

Indirect effects:

None noted

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:

After consideration of the objections raised, it was decided not to include in the ordinance the CPI increase for gross sales licenses. No methods to reduce the other impacts were used. The City's consideration of the remaining objections includes the following:

–Fee increases have not been implemented for some time and have not kept up with inflation and other growth-related factors. The City has a relatively limited number of options to increase its revenue, given than most of the City's revenue stream is in the control of others. The fee increases and adjustments retained in the ordinance are viewed as a reasonable means of updating the City's revenue base without creating an undue burden on licensees.
–Establishing a more specific licensing and fee category for those who lease or rent commercial property will help the City capture revenue that has gone uncaptured in the past because the category was not specifically called out by ordinance.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal 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:

Approximately $556,000

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:

Offset costs of administration and enforcement of licensing provisions, and provide general revenues for the provision of City services

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: May 12, 2009

FIRST AMENDMENT

BILL NO. 2009-23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO BUSINESS LICENSE CATEGORIES AND FEES; UPDATING THE LICENSE FEE PROVISIONS TO INCREASE THE GROSS SALES LICENSE FEE; INCLUDING ANNUAL LICENSE FEE ADJUSTMENTS FOR CERTAIN LICENSE CATEGORIES BASED ON THE CONSUMER PRICE INDEX; ADJUSTING LICENSE FEES FOR CERTAIN ALCOHOLIC BEVERAGE LICENSES; ADDING PROVISIONS REGARDING THE LICENSING OF PERSONS WHO RENT OR LEASE CERTAIN TYPES OF COMMERCIAL PROPERTY; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by:
Councilman David W. Steinman

Summary: Updates the City's business license fee provisions to increase the gross sales license fee; include for certain license categories annual fee adjustments based on the Consumer Price Index; adjust license fees for certain alcoholic beverage licenses; and add provisions regarding the licensing of persons who rent or lease certain types of commercial property.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 4, Section 5, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.005: (A) Unless specifically provided otherwise in this Code, each person doing business in the City shall pay to the Department of Finance and Business Services, in advance, a semiannual license fee based on the gross sales of the business according to the following schedule:

Semiannual Gross	**Semiannual Fee**
$0 — $12,000	$25
12,001 — 18,000	35
18,001 — 24,000	42
24,001 — 30,000	54
30,001 — 45,000	66
45,001 — 90,000	78
90,001 — 135,000	90
135,001 — 180,000	100
180,001 [— 240,000] and over	[120] multiplied by .0006
[240,001 — 300,000	167

300,001 — 360,000	200
360,001 — 420,000	230
420,001 — 480,000	270
480,001 — 540,000	300
540,001 — 600,000	350
600,001 — 660,000	370
660,001 — 720,000	400
720,001 — 780,000	440
780,001 — 840,000	470
840,001 — 900,000	500
900,001 — 960,000	540
960,001 — 1,020,000	570
1,020,001 — 1,080,000	600
1,080,001 — 1,140,000	640
1,140,001 — 1,200,000	670
1,200,001 and over	multiplied by .00056]

(B) In order to administer the provisions of this Title and provide statistical and demographic information, the Department shall have the authority to administratively create business licensing categories or classifications, with license fees based upon gross sales or gross revenue, for businesses which do not fit into existing categories or classifications.

SECTION 2: Title 6, Chapter 4, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.020: (A) Persons doing business in the licensing categories described in [the sections of this Chapter that follow] LVMC 6.04.030 to 6.04.180, inclusive, shall pay in advance a semiannual or annual license fee at the [specified rates.] rates specified in those sections, subject to the annual adjustment described in Subsection (B) of this Section.

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the rates referred to in Subsection (A) of this Section shall be adjusted by multiplying that rate by the percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated. The adjusted rate will then become the new base rate for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section, the applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 3: Title 6, Chapter 40, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 6, Chapter 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 110, reading as follows:

6.40.110: (A) Each licensee shall pay to the Department, in advance semiannually, the license fee amounts that are set forth in the following table, subject to the annual adjustment described in Subsection (B) of this Section:

Category	Fee (Dollars)
Each bridge, whist and solo	30.00
Chemin de fer (baccarat)	500.00
Craps table	
For one table	300.00
For each table over one	500.00
Sports pool (not including race books)	200.00
Bingo	150.00, plus 3.00 for each chair provided for players
Panguingue	60.00
Race book	800.00
Racehorse information service	600.00
Keno	600.00
Each roulette, "21," hazard, faro bank, wheel of fortune and big six wheel	300.00
Slot machines	
Establishment with five or less, each machine	50.00
Establishment with more than five, each machine	60.00
Stud poker and draw poker	100.00
Slot machine operator	300.00
Any other game	100.00

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the license fee amounts referred to in Subsection (A) of this Section shall be adjusted by multiplying that

fee amount by the percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated. The adjusted fee amount will then become the new amount for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section, the applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 5: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 6: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 360, reading as follows:

6.50.360: (A) Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule, subject to the annual adjustment described in Subsection (B) of this Section:

License Category	Semiannual License Fee (Dollars)
Banquet facility	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
Gift basket limited	300
Gift shop limited	500
Grocery store internet sale	500
Hotel lounge bar	1,200
Keg beer	500
Liquor caterer	500
Nonprofit club general	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400
Restaurant service bar	600

Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

(B) At the beginning of each fiscal year commencing with July 1, 2011, each of the license fee amounts referred to in Subsection (A) of this Section shall be adjusted by multiplying that fee amount by the percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated. The adjusted fee amount will then become the new amount for calculating the business license fee for the next fiscal year.

(C) For purposes of this Section, the applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

SECTION 7: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter to consist of the provisions set forth below as Sections 8 and 9 of this Ordinance.

SECTION 8: No person shall engage in the business of renting or leasing property that is zoned or developed for commercial use and is not utilized for residential use without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Title.

SECTION 9: (A) Except as otherwise provided in Subsection (C) and subject to the provisions of Subsection (B), each person who is required to be licensed under this Chapter shall pay, in advance, an annual license fee in an amount that represents the sum of the fee amounts that correspond to each of the properties that are rented or leased by that person, in accordance with the following table:

Property Size (By Square Footage of Floor	Fee Amount ($)
Less than 200,000 square feet	200
200,001 – 500,000 square feet	350
500,001 – 1,000,000 square feet	500
1,000,001 – 2,000,000 square feet	750
2,000,001 square feet and over	1000

(B) At the beginning of each fiscal year commencing with July 1, 2010, each of the fee amounts referred to in the table Subsection (A) of this Section shall be adjusted by multiplying that fee amount by the percentage increase in the Consumer Price Index for the year ending on December 31 next preceding the year for which the new rate is being calculated. The adjusted fee amount will then become the new amount for purposes of calculating the business license fee for the next fiscal year. For purposes of this Subsection, the applicable Consumer Price Index shall be the U. S. Consumer Price Index for All Urban Consumers (CPI-U).

(C) Any person who engages in the business described in Section 8 of this Ordinance on behalf of another and who, by so doing, is subject to professional licensing under State law, shall be licensed by the City under the applicable professional license category and shall pay the applicable license fee.

SECTION 10: (A) The license fee increases established and provided for in this Ordinance:

(1) Are needed in order to keep pace with inflation and to reflect increased costs associated with the administration and enforcement of LVMC Title 6; and

(2) Are intended to help offset those costs and to provide additional general fund revenues available for providing City services, including police and fire protection; the construction and maintenance of highways, streets, and other infrastructure; and recreational activities and cultural events.

(B) The revenue to be obtained as a result of the license fee increases referred to in Subsection (A) is intended to be used for the purposes described in Paragraph (2) of Subsection (A) of this Section.

SECTION 11: This Ordinance shall become effective on January 1, 2010.

SECTION 12: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 13: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 14: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Valsteed 6-17-09
_____
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 amended 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.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-26 – Provides alternative minimum on-site parking requirements for certain mixed-use developments and other qualifying uses. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will provide alternative minimum on-site parking requirements for certain mixed-use developments. The alternative requirements take into account varying parking demands during different time periods for the various types of uses in mixed-use developments. In addition, the bill will allow the establishment of alternative parking standards for certain types of uses with lesser parking demands if in each case the alternate standard is adequately supported by a parking demand analysis conducted by a professional traffic engineer.

RECOMMENDATION:
ADOPTION at 7/15/2009 City Council meeting pursuant to the 6/30/2009 Recommending Committee.

First Reading – 6/17/2009; First Publication – 7/3/2009

BACKUP DOCUMENTATION:
Bill No. 2009-26

BILL NO. 2009-26

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE ALTERNATIVE MINIMUM ON-SITE PARKING REQUIREMENTS FOR CERTAIN MIXED-USE DEVELOPMENTS AND OTHER QUALIFYING USES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Provides alternative minimum on-site parking requirements for certain mixed-use developments and other qualifying uses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 10, Section 10, Subsection (H), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(H) Parking Alternatives. The Director is authorized to allow parking requirements to be met by [either one or a combination of the methods described in this section.] <u>any method described in this Subsection (H), or any combination of such methods.</u>

(1) Off-Site Parking. The parking requirements may be met by locating the required parking spaces on a separate parcel from the lot on which the principal use is located. Off-site parking may be approved only if:

(a) The parcels containing the use and the off-site parking are under common ownership;

(b) The parcel to be used for parking is located not more than three hundred feet from the building or use it is intended to serve;

(c) The parcel to be used for parking is not separated or divided from the building or use it is intended to serve by a freeway, expressway, highway or primary thoroughfare;

(d) The applicant satisfies the Director that the use of the off-site parcel for parking will not be detrimental to public safety; and

(e) The owner of the parcels executes an agreement or similar document, satisfactory to the City Attorney, which outlines the terms and conditions of the off-site parking use. The document must contain tne legal description of both the off-site parcel and the parcel where the principal use is located and must be of sufficient duration to ensure the continued use of the off-site

parcel for parking. In order to provide record notice of the existence of the off-site parking arrangement, the City may record the document in the office of the County Recorder, or require the applicant to do so.

(2) Shared Parking. The parking requirements may also be met by securing the consent to share parking facilities on another parcel and under another ownership. Shared parking may only be approved if:

(a) The shared facilities are located on a parcel zoned for such use;

(b) The shared facilities are not more than three hundred feet from the building or use they are intended to serve;

(c) The shared facilities are not separated or divided from the building or use they are intended to serve by a freeway, expressway, highway or primary thoroughfare;

(d) The owners of the parcels cooperatively establish and operate the facilities;

(e) The uses separately generate parking demands, primarily during hours when the remaining uses are not in operation;

(f) A minimum number of spaces are provided to meet the requirements of the use with the single greatest parking demand;

(g) Satisfactory evidence, as deemed by the Director, has been submitted describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict; and

(h) The owners of the parcels execute an agreement, satisfactory to the City Attorney, which outlines the terms and conditions of the shared parking arrangement. The agreement must contain the legal description of both parcels and must be of sufficient duration to ensure the continued use of the shared parking facilities. In order to provide record notice of the existence of the shared parking arrangement, the City may record the agreement in the office of the County Recorder, or require the applicant to do so.

(3) Mixed-Use Development–Alternative Parking Requirements. Mixed-use developments that are approved pursuant to Chapter 19.04 may utilize Table 3 below for determining parking requirements as an alternative to those otherwise applicable under this Section and Chapter 19.04.

A hotel/casino mixed-use development may choose the alternative determination available under this Paragraph (3) or the administrative reduction available under Subsection (I) of this Section, but may not take advantage of both alternatives or any combination thereof.

Table 3 Mixed-Use Developments–Alternative Parking Requirements

General Land Use Classification	Weekdays			Weekends		
	Mid - 7 am	7 am - 6 pm	6 pm - Mid	Mid - 7 am	7 am - 6 pm	6 pm - Mid
Office & Professional	5%	100%	5%	0%	60%	10%
Retail & Personal Services	0%	100%	80%	0%	100%	60%
Residential	100%	55%	85%	100%	65%	75%
Restaurant	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Theaters/Entertainment & Amusement	0%	70%	100%	5%	70%	100%

(a) Calculation of Parking Requirement. Calculate the number of spaces required for each use based on the applicable parking requirements calculated under this Section and Section 19.04. Applying the general land use category listed above to each proposed use, utilize the percentages to calculate the number of parking spaces required for each time period (six time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period. Select the time period with the highest total parking requirement, and utilize that total as the mixed-use parking requirement.

(b) Changes in Use. Any proposed changes in the commercial uses for an existing approved mixed-use development shall be submitted to the Planning and Development Department for review and a determination of consistency with the parking requirements set forth in Table 3. Where a change in use will increase the number of parking spaces required, the additional spaces shall be provided.

(4) Alternative Parking Standard–Parking Demand Analysis. Where the unique operation of a particular use creates a lesser parking demand than the parking requirements otherwise applicable under this Section and Section 19.04, an alternative parking standard for the use may be established in conjunction with the submittal of a Parking Demand Analysis. In order to qualify for consideration, a Parking Demand Analysis must be signed and sealed by a professional traffic engineer, must

document the weekday and weekend peak parking demand for the proposed use(s) for the site, and must provide justification for the alternative parking standard. The request for an alternative parking standard pursuant to this Paragraph (4):

(a) Shall follow the process for a Special Use Permit application under Section 19.18.060, to the extent the process can be made applicable.

(b) May be approved as requested, or as modified, and may be made subject to conditions if the Planning Commission or City Council, as the case may be, determines that approval of the alternative parking standard is warranted.

SECTION 2: Title 19, Chapter 10, Section 10, Subsection (J), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by:

(A) Renumbering Table 3 that appears therein as Table 4, and changing the preceding textual reference to read "Table 4" accordingly; and

(B) Renumbering Table 4 that appears therein as Table 5, and changing the preceding textual reference to read "Table 5" accordingly.

SECTION 3: Title 19, Chapter 10, Section 20, Subsection (C), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by renumbering Table 5 that appears therein as Table 6, and changing the preceding textual reference to read "Table 6" accordingly.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.10.010 and 19.10.020 are deemed to be subchapters rather than sections.

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 6-2-09
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.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-27 – Updates the Municipal Code provision pertaining to the meeting schedule of the Traffic and Parking Commission. Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Municipal Code presently provides that regular meetings of the Traffic and Parking Commission will be held on the fourth Thursday of each month at the hour of 2:00 pm. In order to avoid scheduling conflicts and provide more flexibility regarding the scheduling of meetings, it is proposed to allow the Commission to establish a meeting schedule as part of its rules and regulations, a procedure that is in place for other similar City boards. This bill will accomplish that change.

RECOMMENDATION:
ADOPTION at 7/15/2009 City Council meeting pursuant to the 6/30/2009 Recommending Committee.

First Reading – 6/17/2009; First Publication – 7/3/2009

BACKUP DOCUMENTATION:
1. Bill No. 2009-27
2. Business Impact Statement

BILL NO. 2009-27

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE MUNICIPAL CODE PROVISION PERTAINING TO THE MEETING SCHEDULE OF THE TRAFFIC AND PARKING COMMISSION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Jorge Cervantes, Director of Public Works

Summary: Updates the Municipal Code provision pertaining to the meeting schedule of the Traffic and Parking Commission.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 48, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.48.080: [When items need to be considered, the Commission shall routinely meet on the fourth Thursday of each month at two p.m.] The Commission shall hold regular meetings in accordance with a meeting schedule adopted as part of its rules and regulations pursuant to Section 2.48.050.

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.

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SECTION 3: 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 6-2-09
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

BUSINESS IMPACT STATEMENT
BILL NO. 2009-27
(Updates the Municipal Code provision pertaining to the meeting schedule of the Traffic and Parking Commission)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-27, that would update the Municipal Code provision pertaining to the meeting schedule of the Traffic and Parking Commission.

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: June 2, 2009

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-28 – Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to LVMC 10.02.010, any offense that constitutes a misdemeanor under State law is also a misdemeanor under City law if it is committed within the corporate boundaries of the City. This permits prosecution of such an offense in Municipal Court. In order to assure that LVMC 10.02.010 is interpreted to incorporate State-law changes made during the 75th Session of the Nevada Legislature, LVMC 10.02.010 should be readopted. This bill will accomplish that objective.

RECOMMENDATION:
ADOPTION at 7/15/2009 City Council meeting pursuant to the 6/30/2009 Recommending Committee.

First Reading – 6/17/2009; First Publication – 7/3/2009

BACKUP DOCUMENTATION:
1. Bill No. 2009-28
2. Business Impact Statement

BILL NO. 2009-28

ORDINANCE NO. _____

AN ORDINANCE TO READOPT THE MUNICIPAL CODE PROVISION MAKING STATE-LAW MISDEMEANORS CITY MISDEMEANORS IF COMMITTED WITHIN THE CITY.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City.

WHEREAS, the Charter of the City of Las Vegas declares that any offense made a misdemeanor by the laws of the State of Nevada shall also be a misdemeanor in the City of Las Vegas whenever such offense is committed within the boundaries of the City; and

WHEREAS, the City Council has reaffirmed that declaration by means of the adoption of LVMC 10.02.010; and

WHEREAS, a number of criminal laws were enacted or amended by the Nevada Legislature during its 75th Session, some of which became effective upon passage and approval, and others of which become effective upon October 1, 2009, or upon some other date specified within those laws; and

WHEREAS, the City Council desires by this Ordinance to readopt LVMC 10.02.010 to include within its purview, to the extent affirmative action to do so is necessary, all the State misdemeanor laws which have been enacted by the Nevada State Legislature.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

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SECTION 1: Title 10, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby readopted.

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 6-2-09
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

BUSINESS IMPACT STATEMENT
BILL NO. 2009-28
(Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-28, that would readopt LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City.

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: June 2, 2009

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-32 – Authorizes under certain circumstances the administrative extension of temporary licensing approval and the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the administrative extension of temporary licensing approval in certain cases where City Council action is unable to be taken in a timely manner through no fault of the licensee. The bill will also authorize the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees. Such reinstatement will be available only within a limited time following suspension or revocation and will be subject to the payment of a reinstatement fee.

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. 2009-32
2. Business Impact Statement

BILL NO. 2009-32

ORDINANCE NO. _____

AN ORDINANCE RELATING TO BUSINESS LICENSING; AUTHORIZING UNDER CERTAIN CIRCUMSTANCES THE ADMINISTRATIVE EXTENSION OF TEMPORARY LICENSING APPROVAL AND THE ADMINISTRATIVE REINSTATEMENT OF ALCOHOLIC BEVERAGE LICENSES SUSPENDED OR REVOKED FOR NONPAYMENT OF LICENSE FEES; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Authorizes under certain circumstances the administrative extension of temporary licensing approval and the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.030: It shall be the duty of the Director to administer the provisions of this Title unless provided otherwise herein. Notwithstanding any other provision of this Title, the Director shall have the authority to extend temporary licensing approval beyond that otherwise available under this Title in cases where unforeseen circumstances, such as technical or agenda-related difficulties, prevent Council action from being taken in a timely fashion. Unless the circumstances otherwise dictate, the extension of temporary licensing approval shall not extend beyond the next occasion at which Council consideration can properly take place.

SECTION 2: Title 6, Chapter 50, Section 370, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.370: (A) Each semiannual fee is due in advance on April 1st and October 1st in each year except that the applicant for a new alcoholic beverage license who starts business between April 1st and October 1st or between October 1st and April 1st shall have its semiannual fees prorated on a monthly basis.

(B) Any semiannual fee which is not received by the Department on or before the due date shall be assessed a late-payment penalty in an amount equal to ten percent of the amount of

such semiannual fee. If the semiannual fee and penalty is not received by the Department within fifteen days after the due date, an additional penalty in an amount equal to twenty-five percent of such semiannual fee shall be assessed. If the semiannual fee and all penalties are not received by the Department within sixty days after the due date, the license shall be automatically [revoked.]suspended.

(C) A license that has been suspended for nonpayment of license fees and penalties may be reinstated by the Director to full standing if the licensee pays the delinquent license fees and penalties, plus an additional reinstatement fee in an amount equal to one-half of the semiannual license fee for such business. The reinstatement fee is exclusive of the regular semiannual alcoholic beverage license fee for that license. The fees and penalties required to be paid pursuant to this Subsection (C) shall be paid not later than ten calendar days following the date of suspension of the license or, if the tenth day falls on a weekend or holiday, the next business day. The license shall be deemed automatically revoked if such fees and penalties are not paid in accordance with this Section.

(D) A license that, under a previous version of this Section, was automatically revoked for nonpayment of license fees and penalties may be reinstated by the Director to full standing if the licensee, within ninety days after the revocation, pays the delinquent license fees and penalties, plus an additional reinstatement fee in an amount equal to the semiannual license fee for such business. The reinstatement fee is exclusive of the regular semiannual alcoholic beverage license fee for that license.

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 6-17-09
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

BUSINESS IMPACT STATEMENT
BILL NO. 2009-32
(Authorizes under certain circumstances the administrative extension of temporary licensing approval and the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-32, that would authorize under certain circumstances the administrative extension of temporary licensing approval and the administrative reinstatement of alcoholic beverage licenses suspended or revoked for nonpayment of license fees.

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:

In certain cases, businesses otherwise having to reapply for licensing will be able to get approval sooner and at less expense.

Direct effects:

In certain cases, businesses otherwise having to reapply for licensing will be able to get approval sooner and at less expense.

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:

Unknown. Amount collected will depend on number of applications to which it applies, and implementation will actually result in lower fee amounts collected by the City than would be the case without the ordinance.

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:

Pay for the benefits conferred by the ordinance.

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: June 18, 2009

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-29 – Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. (TXT-33888) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. The updated version reflects changes that have occurred within the Plan area, adjusts several design standards, and includes new provisions regarding Plan implementation.

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. 2009-29
2. Downtown Centennial Plan

BILL NO. 2009-29

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED VERSION OF THE "LAS VEGAS DOWNTOWN CENTENNIAL PLAN," TOGETHER WITH RELATED DEVELOPMENT STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Attached to this Ordinance is a document entitled the "Las Vegas Downtown Centennial Plan," the essential provisions of which were approved by the Planning Commission on May 14, 2009. That document (the "Downtown Centennial Plan"), copies of which shall be on file in the office of the City Clerk and in the Planning and Development Department, is hereby adopted by the City. The Downtown Centennial Plan shall replace and supersede the document of a similar name that was adopted by Ordinance No. 5874 on January 3, 2007, and any subsequent amendments thereto.

SECTION 2: The provisions of the Downtown Centennial Plan are deemed to be consistent with the City of Las Vegas General Plan. To the extent of any inconsistency, the provisions of the Downtown Centennial Plan shall govern.

SECTION 3: Whenever an ordinance or provision of the Municipal Code:

(A) Refers to the Downtown Centennial Plan or the boundaries thereof;

(B) Was adopted before the adoption of this Ordinance; and

(C) Survives the adoption of this Ordinance;

the ordinance or Code provision shall be deemed to refer to the Downtown Centennial Plan and its boundaries as adopted by this Ordinance.

SECTION 4: The Planning and Development Department is authorized and directed to include the date of the adoption of this Ordinance within the Downtown Centennial Plan at such locations as are designed to reflect the date of the adoption of this Ordinance.

SECTION 5: References in the Downtown Centennial Plan to "Symphony Park" are

included to reflect that name as the new name of "Union Park." Certain development-related documents pertaining to that location that were previously adopted by the City Council continue to refer to "Union Park" pending formal replacement of those documents to reflect the change in name. To the extent necessary, references to "Symphony Park" and its adopted standards within the Downtown Centennial Plan shall be deemed to refer to Union Park and its adopted standards until the name change has been formalized for all purposes.

SECTION 6: 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 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 6-17-09
_____
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

ESTABLISHING FUNDAMENTAL PLANNING, DEVELOPMENT, LAND USE CONCEPTS, AND URBAN DESIGN STANDARDS TO GUIDE REDEVELOPMENT THROUGH THE CENTENNIAL AND BEYOND

LAS VEGAS DOWNTOWN CENTENNIAL plan



LAS VEGAS
DOWNTOWN CENTENNIAL
plan

The City of Las Vegas Downtown Centennial Plan was recommended by the Las Vegas Planning Commission on December 1, 2005.

The Las Vegas City Council adopted Ordinance #5874 the amended Las Vegas Downtown Centennial Plan document, on January 3, 2007.

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History of Original Document:

The City of Las Vegas Downtown Centennial Plan was

adopted by CCDC February 17, 2000

adopted by Planning Commission April 27, 2000

adopted by City Council July 5, 2000 by Ordinance #5238

updated:

December 4, 2002 by Ordinance #5550

February 5, 2003 by Ordinance #5566

August 13, 2003 by General Plan Amendment #GPA-2591

November 5, 2003 by General Plan Amendment #GPA-3000

November 5, 2003 by General Plan Amendment #GPA-3130

October 21, 2004 by General Plan Amendment #GPA-5015

January 3, 2007 by Ordinance #5874

October 17, 2007 by Ordinance #5941

February 4, 2009 by Ordinance #6026

March 18, 2009 by Ordinance #6033

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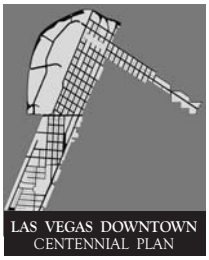

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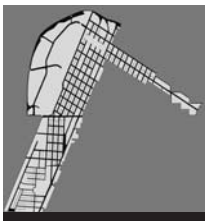

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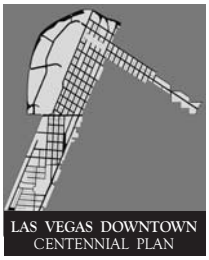

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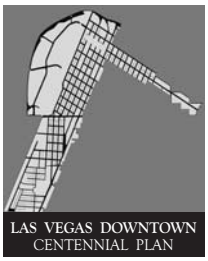

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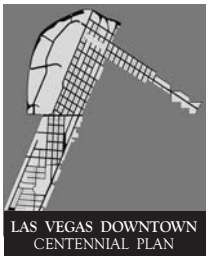

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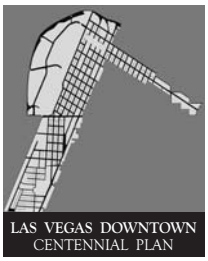

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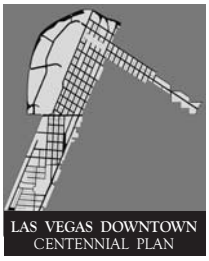

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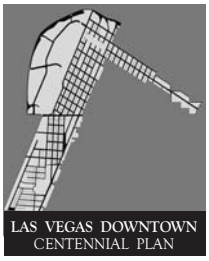

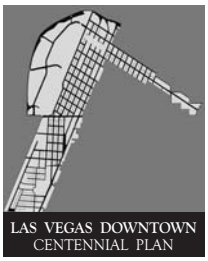

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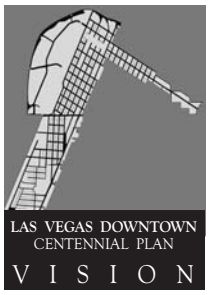
I. VISION OF DOWNTOWN LAS VEGAS

On May 15, 2005, Las Vegas celebrated the 100th anniversary of its founding (Photo 1). The Las Vegas Downtown Centennial Plan (hereinafter "the Plan") establishes fundamental planning, development, and land use concepts, and especially urban design standards to guide the redevelopment of the original core of the burgeoning Las Vegas Valley beyond its centennial. This plan is a component of the City's 2020 Master Plan, and therefore, shares a 20-year horizon for full implementation.



Several major projects are currently in development that will begin to change the face, and the public's impressions, of downtown. These projects will greatly improve the tax base for the City, which will in turn enhance future redevelopment opportunities. Jobs will be created: construction, professional and service employment. This critical mass of thousands of new workers will foster additional housing development from apartments to lofts to high-rise condominiums. With the increase in population downtown, new cafes, restaurants, and supporting commercial uses will emerge. This growing synergy of uses will create a dynamic, rich, urban environment that will

PHOTO 1: CENTENNIAL CELEBRATION

Mayor Oscar Goodman (lower right) and other prominent Las Vegas citizens re-enacting the Las Vegas townsite land auction.



promote additional redevelopment and more intense land uses downtown. In addition, the tourism industry continues to grow downtown as evidenced by the increase in visitors. According to the Las Vegas Convention and Visitors Authority, an average of 49,651 people visited downtown on a daily basis in 2003 and this number increased to 58,388 in 2004. This continuing trend will create a complex and intriguing pedestrian-oriented 24-hour lifestyle.

The Plan sets forth a long-term strategy to re-establish Downtown Las Vegas as the region's premier artistic, cultural, civic, financial and urban residential center of the valley (Photo 2). Downtown is becoming a destination that tourists, residents, and business people seek out for its employment and residential opportunities, ease of access, and unique cultural opportunities. It will have a high quality of office space, restaurants catering to both daytime and evening patrons, parks, plazas, streets lined with trees and arcades, hotels, the historic casinos, artist galleries, theaters, shopping, museums, and perhaps most importantly, new residential communities and neighborhoods. It remains the home to Las Vegas City Hall, the Clark County Government Center, regional courts, federal and civic uses, as well as the new Chelsea Premium Outlet Mall (Photo 3). The resurgence of activity has generated economic vitality and helps make Downtown Las Vegas a safe, pleasant place to live, work and play.

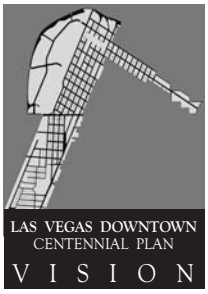


PHOTO 2: AERIAL OF DOWNTOWN LAS VEGAS



PHOTO 3: CHELSEA PREMIUM OUTLET MALL



A. DOWNTOWN RENAISSANCE

Downtown Las Vegas has seen its first renaissance as a true urban center for the entire Las Vegas Valley during the past ten years. The opening of the Fremont Street Experience in 1995 (Photo 4) marked the beginning of a series of new development projects and a succession of rapid, positive changes. The new Molasky Building (Photo 5) was dedicated in 2007, anchoring the ~~initial~~ redevelopment of the Union Pacific rail yards and setting a high architectural and sustainability standard for new development to follow. The Lloyd George Federal Courthouse (Photo 6), dedicated in 2000, continued the government led trend of exceptional new architecture. In 2003, The Chelsea Premium Outlet Mall opened and the first major downtown residential project, Bridger Apartments, was completed. In the summer of 2005 the first of eight phases of the World Market Furniture Project (Photo 7) opened in yet another land-

PHOTO 4: FREMONT STREET EXPERIENCE



PHOTO 5: MOLASKY BUILDING



PHOTO 6: FEDERAL BUILDING / U.S. COURTHOUSE



mark building, Soho and Newport Lofts, the first of several downtown high-rise condominium projects, were completed.

The City of Las Vegas has invested some 83 million dollars on downtown public infrastructure projects between 1995 and 2005. The Fourth Street Corridor (Photo 8), lined with palm trees and wide sidewalks, has been completely rebuilt from Las Vegas Boulevard to Interstate 515. The Welcome to Fabulous Downtown Las Vegas sign (Photo 9) that is surrounded by a canopy of 222 palm trees marks a visitors' arrival to downtown from The Strip. Lewis Avenue has been transformed into a tranquil urban pathway (Photo 10) and Las Vegas Boulevard has been beautified with a landscaped median from one end of downtown to the other, providing visitors with seamless visual continuity from The Strip to City Hall. This stretch of roadway has also been designated a State of Nevada Scenic Byway. The City continues to plan for the future and will support private development with additional right-of-way and streetscape improvements. A downtown urban pathways corridor, linking key cultural and entertainment uses and the ACE Transit route linking the Strip through to downtown will both add new convenient travel linkage for residents and tourists alike.

PHOTO 7: WORLD MARKET CENTER



PHOTO 8: FOURTH STREET CORRIDOR IMPROVEMENTS



PHOTO 9: WELCOME TO DOWNTOWN LAS VEGAS SIGN

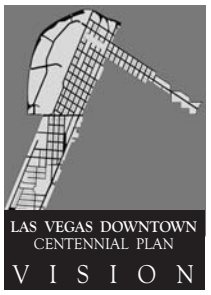


PHOTO 10: LEWIS AVENUE IMPROVEMENTS

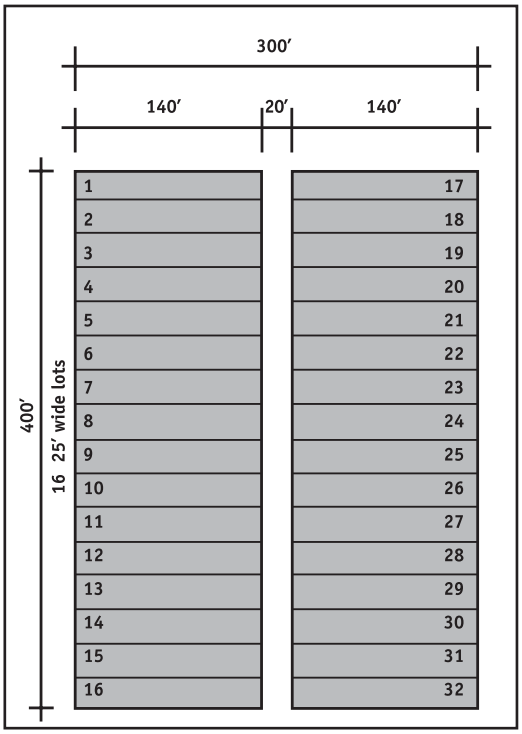


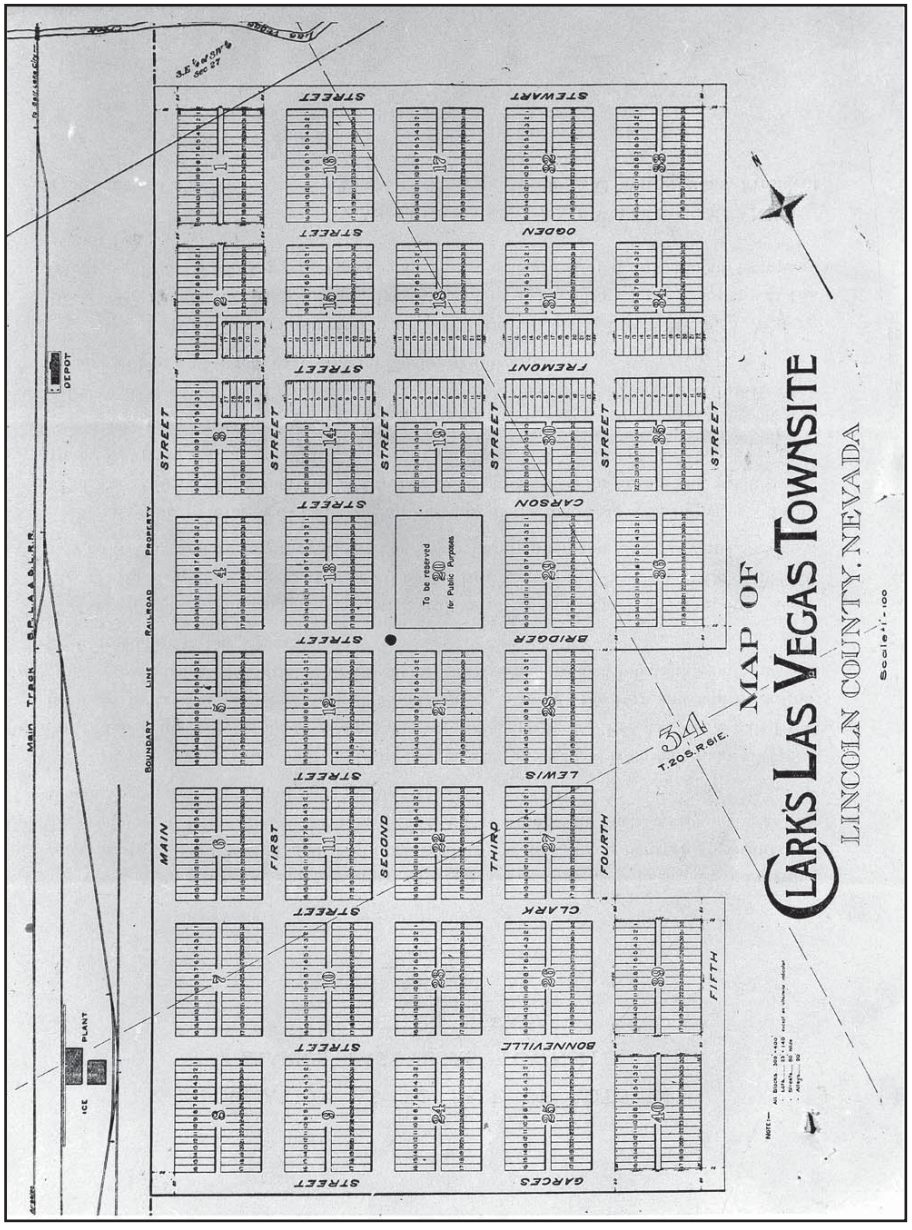
B. OVERALL HISTORY OF DOWNTOWN

On May 15, 1905, the Union-Pacific Railroad founded Las Vegas as a commercial real estate venture. The railroads' realtor laid out an original grid of 40 blocks, each 300 by 400 feet, long-wise along the eastside of the train tracks, and sold off lots via an auction. A 20-foot wide alley broke most blocks in half, and the halves were generally sub-divided into 16, 25-foot lots, each 140 feet deep (32 lots to the block maximum) (Graphic 1). The railroad station sat proudly in a park on the west side of Main Street and at the head of Fremont Street (the site of today's Union Plaza Hotel/Casino). The railroads' employees were the first occupants of the new town. Fremont Street was parceled up to be the main commercial street, running east-west against the grid. North-south streets ran parallel to Main and number First, Second, Third, and so on moving eastward. However, Fifth Street has since become Las Vegas Boulevard, extending "The Strip" northward into Downtown Las Vegas. East-west streets were named for famous folks who were influential in the founding of Nevada (Map 1). A mix of residential and commercial uses, including gambling halls and saloons quickly sprung up in this bare, dusty desert town. The City was incorporated under State of Nevada Statutes in 1911.



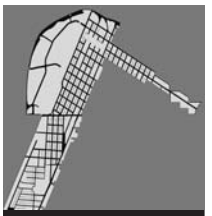
GRAPHIC 1: ORIGINAL DOWNTOWN BLOCK PATTERN AND SMALL PARCEL LAYOUT



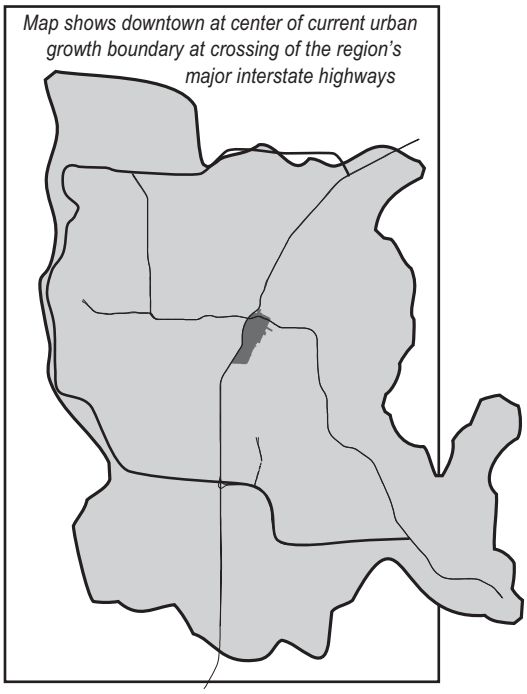


MAP 1: DOWNTOWN: HISTORIC BLOCK AND PARCEL PATTERN

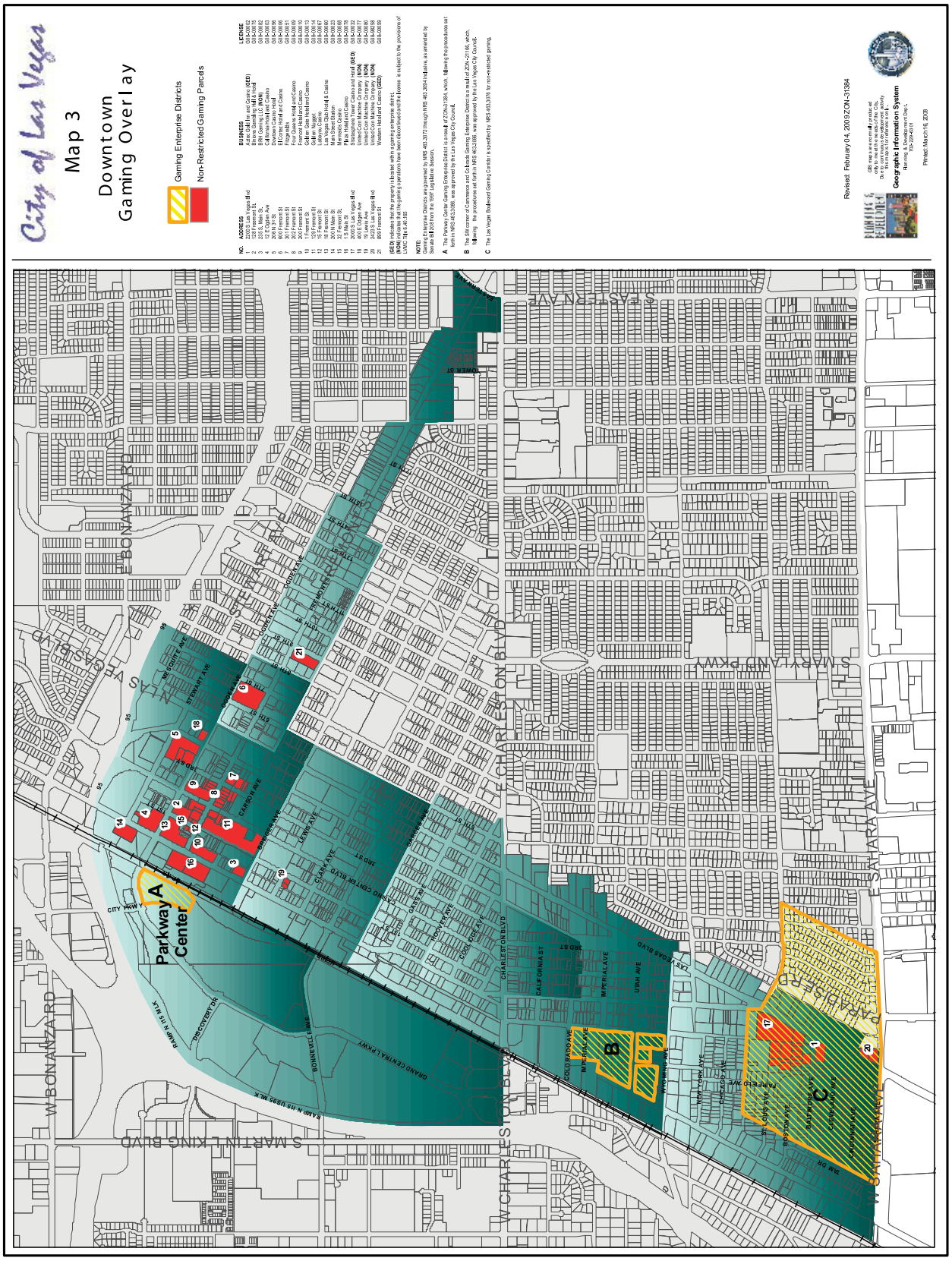
Downtown Las Vegas has a rich legacy of business, commerce, entertainment, lodging and culture. It ranges from the founding of the First State Bank of Las Vegas on the corner of First and Fremont Streets in 1905 to the ultra, high-tech entertainment spectacular of today's Fremont Street Experience. Downtown Las Vegas has long served as the hub of the entire Las Vegas Region (Map 2). Over the last generation though, office development has dispersed to new suburban centers like Summerlin and Green Valley. The original block pattern, and especially the small parcel layout, presents the greatest challenge for downtown redevelopment. Many 25 and 50-foot wide lots still remain across downtown under separate ownership. Modern development seldom happens in 25-foot wide increments. The smallest parcels feasible for current development standards are larger than a half block, with many on a full block or larger. In 1996, the City Council, in an effort to reduce the artificially high land values recommended several blocks be removed from the Gaming Enterprise Overlay District (Map 3). The Nevada State Legislative body concurred with the recommendation and removed the said blocks in 1997.



MAP 2: DOWNTOWN AS THE HUB OF THE LAS VEGAS VALLEY



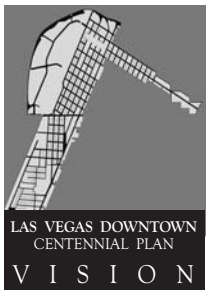
MAP 3: DOWNTOWN GAMING OVERLAY



LAS VEGAS DOWNTOWN CENTENNIAL PLAN

VISION

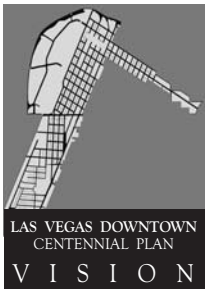
Within the context of the Plan, Downtown Las Vegas shall be defined as the geographic area generally contained within the boundaries of the southern parcels along I-515 on the north, western parcels along Sixth Street on the east, Sahara Avenue on the South and Interstate-15 on the west, and extending along East Fremont Street to Charleston Boulevard (Map 4). The centerline of Sahara Avenue is the boundary between the City of Las Vegas and unincorporated Clark County. This land area, approximately one-half mile wide and one and one-half miles long and nearly 1200 acres, is divided into ten unique districts (Map 5):

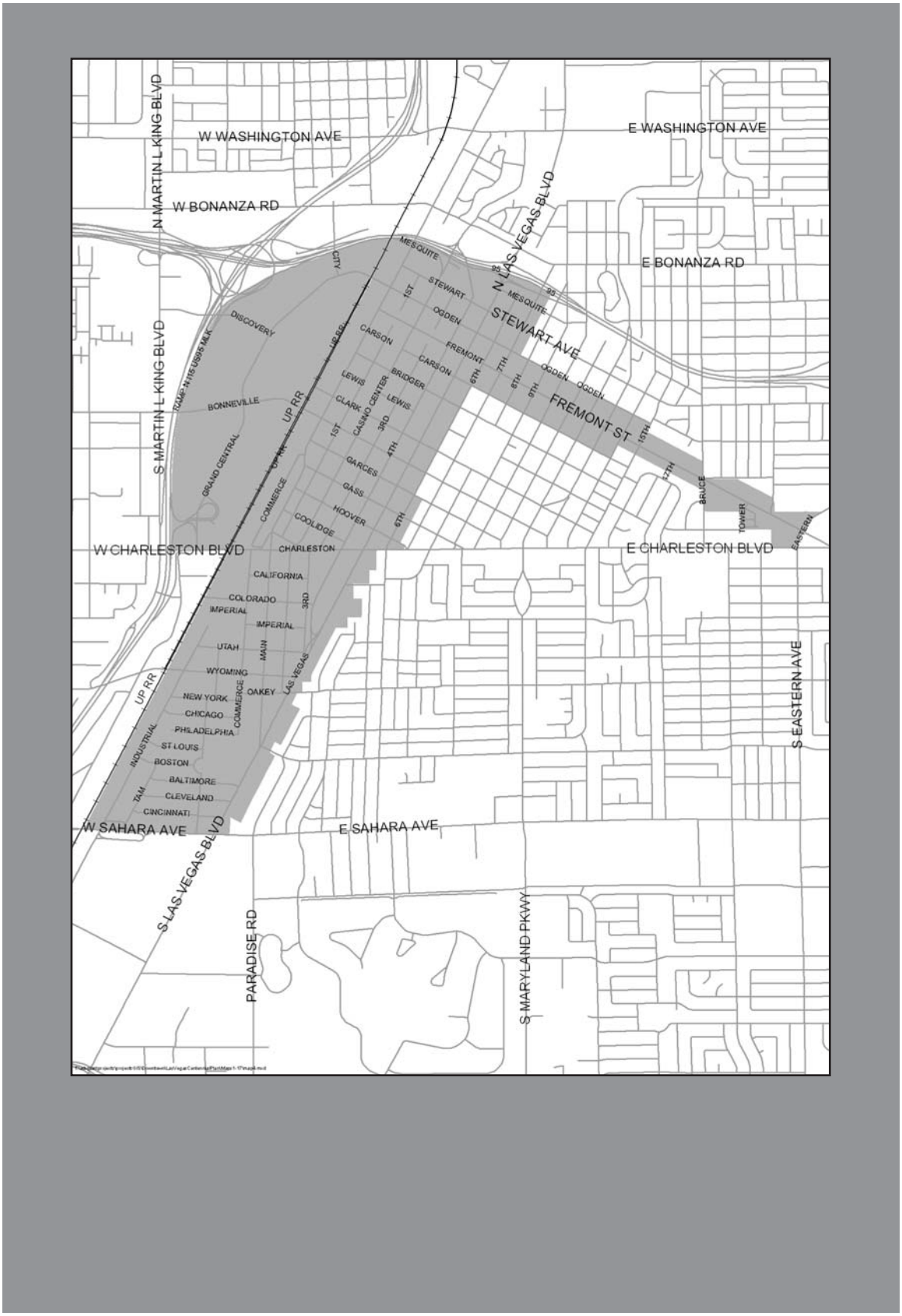


1) Office Core;
2) Downtown Gateway;
3) Downtown South;
4) 18b The Las Vegas Arts District;
5) Parkway Center;
6) Central Casino Core;
7) Northern Strip Gateway;
8) East Village;
9) Fremont East District; and
10) Symphony Park

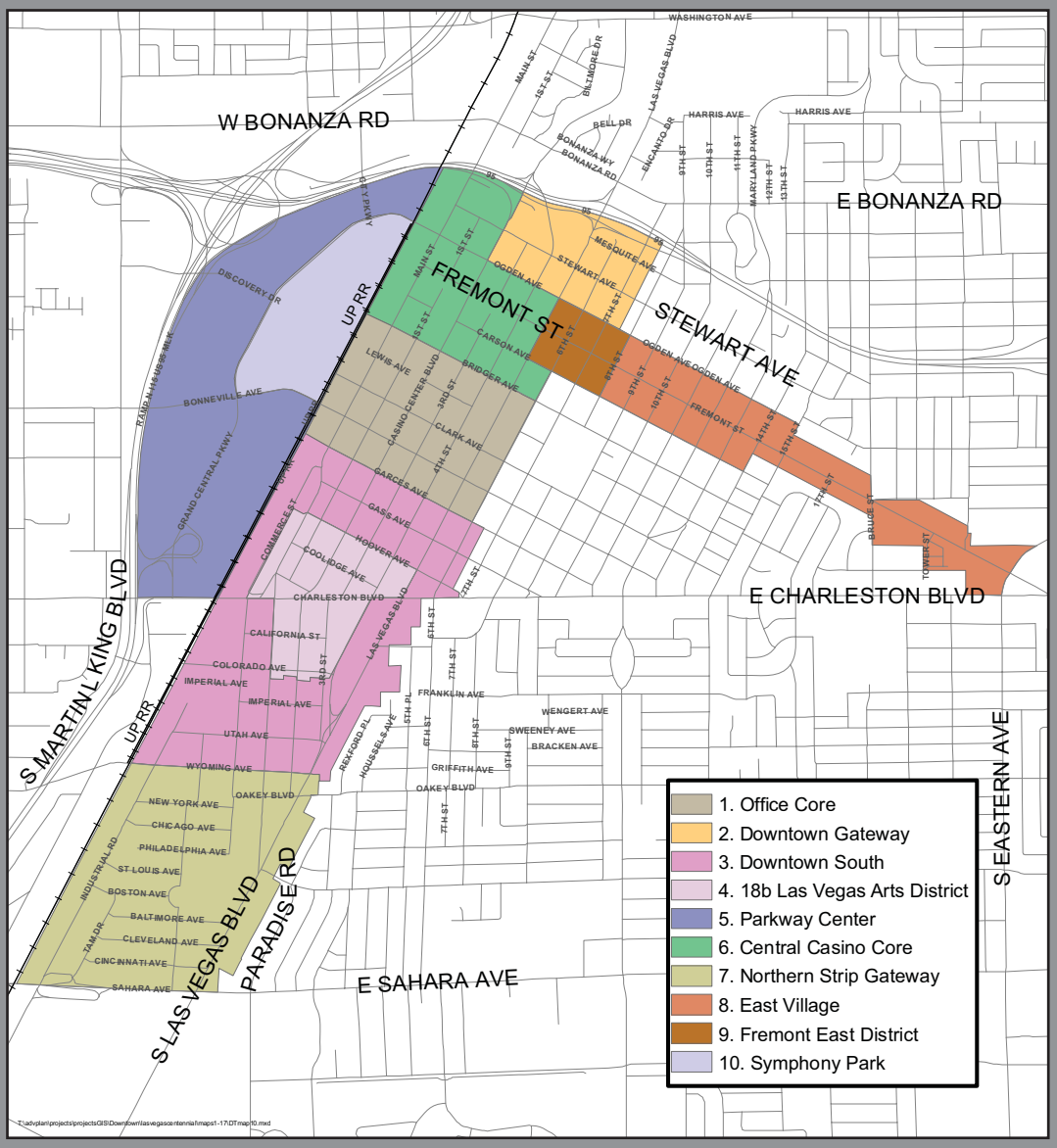
This area of study is the central portion of the City of Las Vegas Downtown Redevelopment Area, but excludes the Redevelopment Agency's surrounding local neighborhood centers that are not a part of this plan.

The ten planning districts within this study area are defined by the predominant type and intensity of land uses, general architectural character, and qualities of the streetscape within them. Most of the districts are linked together by Las Vegas Boulevard commonly called "The Strip" to the south or "The Boulevard" as it passes through the City and beyond its northern limits.





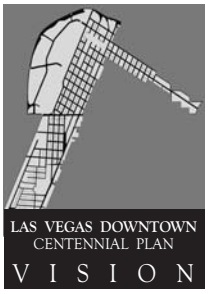
MAP 4: LAS VEGAS DOWNTOWN CENTENNIAL PLAN BOUNDARY



LAS VEGAS DOWNTOWN CENTENNIAL PLAN VISION

MAP 5: TEN DOWNTOWN PLANNING DISTRICTS

D. BACKGROUND OF PREVIOUS PLANNING EFFORTS



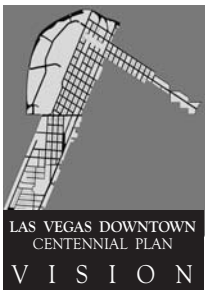
Efforts to competitively reposition Downtown Las Vegas began in April 1986 when the City of Las Vegas Downtown Redevelopment Agency (DRA) engaged the consulting firm of Laventhol and Horwath, CPA, of Los Angeles, to prepare a development analysis and strategy for Downtown Las Vegas. The policies in that plan and strategies enabled the DRA to react to developer proposals as they were presented. Those strategies predominated until 1993 when the DRA Board of Directors sought to establish a more proactive stance to the redevelopment efforts of Downtown Las Vegas. The firm of Trkla, Pettigrew, Allen & Payne, Inc. (TPAP) was engaged to update the agency's comprehensive plan and redevelopment strategy.

Building upon the urban planning goals and framework provided in the 1993 TPAP study, the Denver office of the urban planning/design firm, EDAW, Inc. (in consultation with the market research firm, Growth Management, Inc., real estate development advisors, Keyser Marston Associates, Inc., and transportation consultant, TDA, Inc.) drafted an urban design master plan for the City of Las Vegas, City Manager's Office. EDAW's draft plan was adopted by Resolution of the City Council on October 2, 1996, as "draft design guidelines" only. The EDAW plan was intended to translate the TPAP urban planning and framework goals into a plan for future improvements, and to establish appropriate land use configurations in conjunction with design standards for image, character, landscaping, building massing, pedestrian systems, and public open space.

The City Centre Development Committee, CCDC, was formed by the City Council in late 1997 to oversee redevelopment activities in Downtown Las Vegas. City of Las Vegas Planning & Development Department staff, with the advice and consent of the CCDC Downtown Implementation Sub-Committee, edited, redrafted, and completed the Plan on February 2, 2000. The Plan was adopted by a resolution of the CCDC Board of Directors on February 17, 2000. CCDC recommended adoption of the plan to the Planning Commission and City Council, and Ordinance 2000-49 adopted The Las Vegas Downtown Centennial Plan on July 5, 2000, as a General Plan Amendment (GPA).

Subsequent amendments have occurred in 2002, 2003 and 2004. Ordinance 5550 adopted December 4, 2002 updated the overall design standards for the Plan. GPA 2591 adopted on August 13, 2003 established the official boundaries of the Arts District and specific design standards to be followed within those boundaries. GPA-3000 adopted on November 5, 2003 added the urban trail

objectives and locations to the Plan. Also on November 5, 2003 a revision was made to the Arts District section expanding the district two blocks south to Colorado Avenue, updating the design standards for the district and re-defining the Office Core boundaries. On October 21, 2004 City Council adopted GPA 5015 which established Las Vegas Boulevard as an urban trail with the Scenic Byway Overlay. Ordinance 5874 was adopted on January 3, 2007 that established design standards specific to the Symphony Park District. On October 17, 2007 Ordinance 5941 was adopted that updated various use and design standards throughout the plan area. Future additions and refinements will occur as the Plan matures.



E. APPLICABILITY OF THE PLAN

The Las Vegas Downtown Centennial Plan conforms to the 2020 Las Vegas Master Plan. The Las Vegas Downtown Centennial Plan supersedes and replaces the Downtown Urban Design Master Plan as adopted by Resolution as "Design Guidelines" by City Council on October 2, 1996.

The Las Vegas Downtown Centennial Plan complements and coordinates with the new Downtown Overlay District, Title 19.06.060 of the City of Las Vegas Zoning Code, as adopted March 1997 and amended thereafter, and was incorporated therein by Ordinance 2000-49.

The Las Vegas Downtown Centennial Plan complements and coordinates with the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area, as adopted March 5, 1986, and amended thereafter.

F. WAIVER AND AMENDMENT PROCESS

1. Waiver.

a. Requirements.

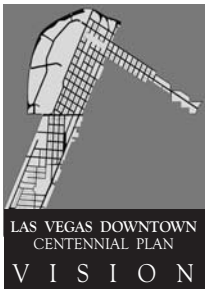
Waivers to the Design Standards contained within the Las Vegas Downtown Centennial Plan may only be granted by the City Council with clear and convincing evidence for demonstrated economic hardship or to further the City's redevelopment efforts.

b. Land Use.

No waivers can be granted for permitted Land Uses.

c. Decision and Appeal.

A decision by the Planning Commission to deny a waiver application becomes final and effective at the expiration of 10 days after the date of the decision unless, within that period, the applicant appeals the decision to City Council by written request filed with the City Clerk.



2. Amendments.

a. Amendment(s) to the Standards outlined within the Las Vegas Downtown Centennial Plan may be made via the Text Amendment process.

G. RELATIONSHIP TO OTHER DOCUMENTS

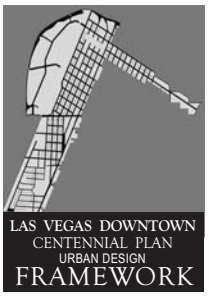
The Downtown Centennial Plan is the primary document for use by all entities undertaking any improvements, participating builders, individual business owners and homeowners, including their respective sub-associations. Other documents relating to the physical development of the property include Title 19 and Symphony Park Design Standards.

All development plans shall comply with the adopted Downtown Centennial Plan as well as all other applicable regulations in the city, county, state and federal jurisdictions. These standards are not intended to override or contradict the city of Las Vegas codes or requirements. Where differences occur, the most stringent shall apply in all cases.

II. URBAN DESIGN FRAMEWORK

The Urban Design Framework establishes the following urban design concepts and general urban planning principles for Downtown Las Vegas:

A. GATEWAYS



Entry points to important places are largely ceremonial in nature, symbolically marking the point of passage from one district into another. Las Vegas has several entry points into the downtown area, some of which are not now distinctively delineated. The gateways into downtown will receive special treatment, including landscaping, lighting, signage, and other related improvements as funds become available. This will make them distinctive within the urban environment and establish a civic presence and sense of pride for visitors, workers and residents of downtown. Secondary gateways between the various districts and surrounding neighborhoods will also feature physical improvements of landscaping, lighting, and signage to announce that transition.

One important gateway feature has been installed at Fourth Street and Las Vegas Boulevard. It consists of the Welcome to Fabulous Downtown Las Vegas neon sign in a garden-like canopy of date palms.

18b The Las Vegas Arts District Neighborhood Association has identified four locations to highlight as gateway entries into the district. The four locations are Charleston Boulevard at Las Vegas Boulevard, Charleston Boulevard near Main Street, Fourth Street at Colorado Avenue and Main Street near Hoover Avenue. It is anticipated that each of the ten districts will develop gateways and characters of their own in due course.

B. ANCHORS

Las Vegas is world renown for its casinos and entertainment. The plan builds upon that status in its delineation of substantial casino districts, perpetuating an image, character, and history that are uniquely Las Vegas. In downtown, the historic Central Casino Core District along Fremont Street to the north and the Northern Strip Gateway District centered by the Stratosphere Tower to

the south form two distinct areas of landmark status. The visual prominence of the Stratosphere Tower as the compass point for the Las Vegas Valley and the classic Las Vegas casinos nestled into the urban fabric along Fremont Street Experience provide downtown with two entertainment and activity anchors.

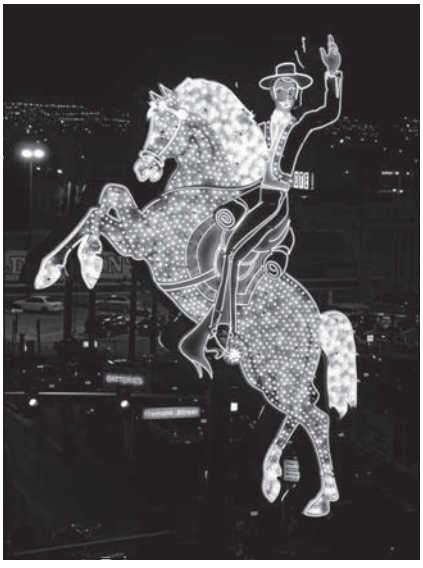
C. SPINE

Las Vegas Boulevard is the downtown identity street. The Boulevard south of downtown is simply known as "The Strip." Lined with casinos and characteristic brilliant signage, it has established Las Vegas' image like no other urban element. The Plan utilizes that imagery by extending the landscape north into Downtown Las Vegas and building upon the legacy of The Strip, thereby forging a new identity for downtown. Las Vegas Boulevard forms the major north-south spine thru downtown. Through landscape improvements, right-of-way width expansion, lighting, signage, and urban design standards, it has become a key urban design and orientation element for downtown.

A key, unifying, element along the Las Vegas Boulevard is the restoration and display of historic neon signs along the landscaped median. The famous Hacienda Horse and Rider (Photo 11) sets the standard to be followed and is located at the Fremont Street intersection. When completed, there will be one-restored historic neon sign on each block of Las Vegas Boulevard between Sahara Avenue and Washington Avenue. Restored signs will also be found along various urban pathways.

The Las Vegas Boulevard portion known as "The Strip," was designated by the Federal Highway Administration as a National Scenic Byway and an All-American Road, in 1996. The City has applied for similar status for that portion of Las Vegas Boulevard from Sahara Avenue on the south to Washington Boulevard on the north that falls within the City limits. The first step in the process was the designation by the State of Nevada and that was completed in November 2001.

PHOTO 11: HACIENDA HORSE AND RIDER



D. LINKAGES

Linking the ten districts of downtown Las Vegas with one another and with points outside of downtown is very important. Major vehicular linkages exist that connect important places in the City including anchors such as the casino districts, landmarks, neighborhoods, public uses, and private developments. A system of linkages that bolsters the integration of uses and overall design characteristics of downtown is the urban pathway system (Map 6). This system connects the various cultural amenities located throughout downtown by a pedestrian friendly network of streets with enhanced features (Map 7). A way finding system will assist visitors in locating these downtown amenties. The City, along with the Regional Transportation Commission (RTC) and the Nevada Department of Transportation (NDOT), continues to widen and improve roadways entering downtown and throughout the surrounding Las Vegas Valley.

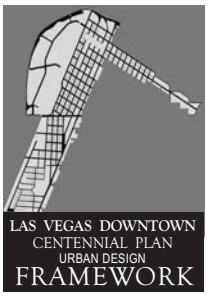
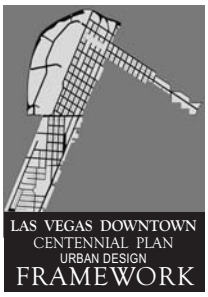


PHOTO 12: EXAMPLE OF URBAN PATHWAY ELEMENT



The RTC proposes the ACE Rapid Transit route to downtown as an extension of the monorail system that terminates at Sahara Avenue. Additionally, a regional fixed guideway rail transit system connecting the Nevada State College in Henderson to the proposed UNLV north campus in North Las Vegas, passing through the Strip corridor and downtown Las Vegas, is being studied. Recent discussions suggest that the first phase of the Transrapid High-Speed Train, which shall ultimately connect Downtown Las Vegas to Los Angeles and Anaheim, California, could well move ahead in the next few years with federal support for at least the first phase connecting Las Vegas to Primm, Nevada. The development of these systems, the continuation of Greyhound bus service, and the necessary relocation of the Downtown Transportation center



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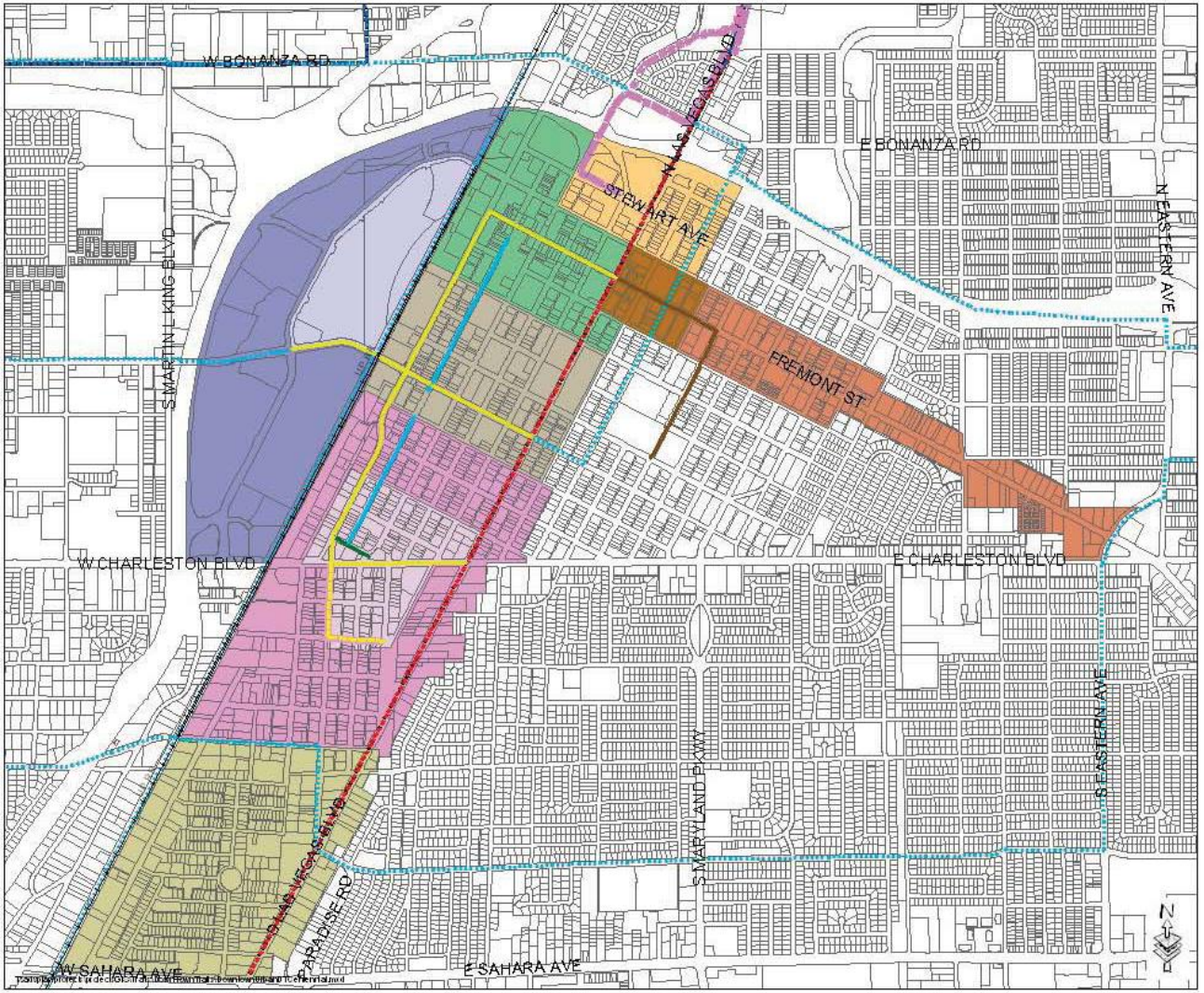


City of Las Vegas

Map 6

Downtown Urban Pathways System

Downtown Trails

- Pioneer Trail
- Art Trail
- Boulder Plaza
- Entertainment Trail
- Multi-Use, Transportation
- Scenic Byway
- Cultural Corridor Trail
- Tortoise Trail

Downtown Districts

- Office Core (117.39 Acres)
- Downtown Gateway (59.52 Acres)
- Downtown South (214.56 Acres)
- 18b Las Vegas Arts District (70.86 Acres)
- Parkway Center (210.14 Acres)
- Central Casino Core (107.55 Acres)
- Northern Strip Gateway (206.68 Acres)
- East Village (104.67 Acres)
- Fremont East District (25.16 Acres)
- Union Park (74.26 Acres)

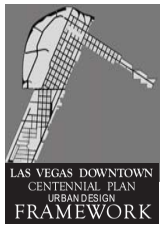
Adopted: Ordinance #5238, July 5th, 2000
Revised: GPA-2591, August 13th, 2003
Revised: GPA-3130, November 5th, 2003
Revised: Ordinance #5874, January 3rd, 2007
Revised: GPA-32130, February 18, 2009

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

Plotted Date: February 24, 2008

LAS VEGAS DOWNTOWN CENTENNIAL PLAN
URBAN DESIGN
FRAMEWORK



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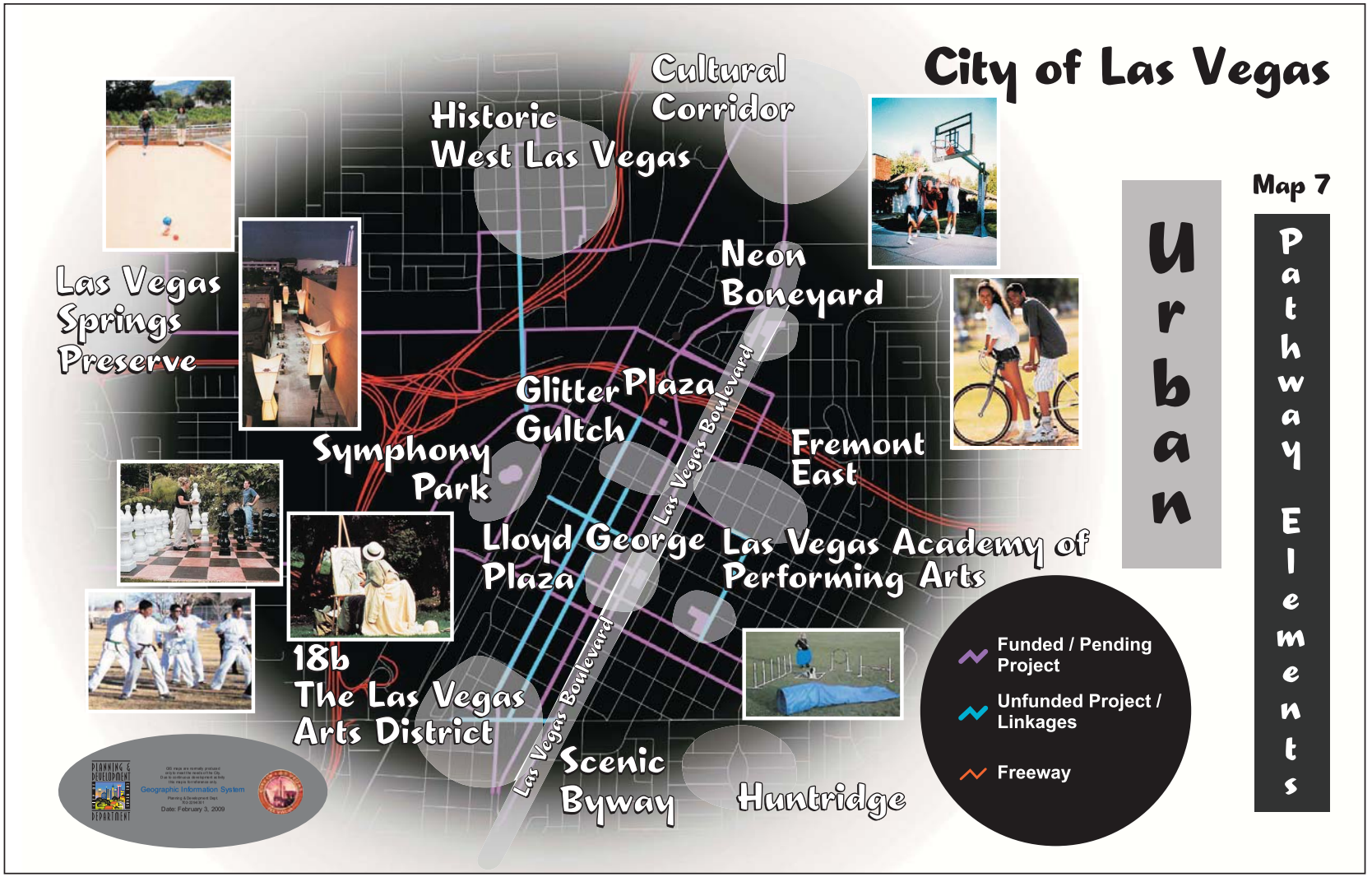
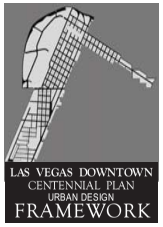


LAS VEGAS DOWNTOWN CENTENNIAL PLAN URBAN DESIGN FRAMEWORK



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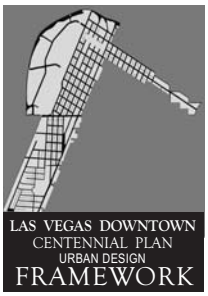
for the CAT bus system to a larger site creates the opportunity to develop a multi-purpose Downtown Transportation Hub, or Intermodel Transportation Center. Such a center could serve as an obvious linkage between downtown and the Union Pacific site (referred to as Parkway Center within the context of the Plan), and include substantial parking, retail and commercial facilities. The series of eleven approved urban trails will complement this system of linkages.

Paralleling Las Vegas Boulevard to the west, Fourth Street serves as a secondary south-to-north one-way linkage between the two established casino anchors. This street features unique paving, landscaping, and lighting elements. As a secondary gateway route to downtown, it relieves traffic congestion on Las Vegas Boulevard and connects directly to an Interstate 515 entry ramp on the north.



Lewis Avenue has been developed into the primary east-west pedestrian corridor for the revitalized Office Core District. The In-Town Office Building and the public-private re-use of the historic Fifth Street School complex present tremendous opportunities. The new Centennial plaza features a farmers market on occassion. The Lloyd George Federal Court House and the Regional Justice Center act as anchors for the District and are connected via Lewis Avenue.

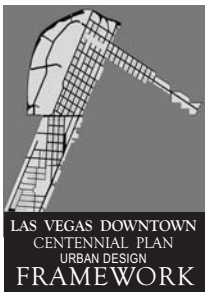
First Street, from Boulder Avenue to Garces Avenue, and from Bonneville Avenue to Fremont Street Experience, will be developed as the Arts Trail and will function as a major pedestrian link between 18b The Las Vegas Arts District and the Fremont Street Experience located within the Central Casino Core District. Widened sidewalks and an enhanced pedestrian experience shall contribute to the revitalization of this central downtown area.

Fremont Street Experience, running between Main Street and Las Vegas Boulevard, serves as a major east-west pedestrian connection, linking most major downtown casinos together and providing a pleasant, themed entertainment and strolling environment. This last link of the Tortise Trail leads directly into the Entertainment Trail that begins on the east side of Las Vegas Boulevard. The Fremont Street Experience is a major local landmark and downtown destination center with its high-tech canopy providing entertainment by night and shaded, breezy streetscape for daytime strolling. Strong consideration shall be given to creating a pedestrian and visual linkage to the Parkway Center site as it develops to the west of the Fremont Street Experience and the Office Core District. The same emphasis will be placed east of the Experience as a way to link with the Fremont East District.

The six-block area abutting Fremont Street between Las Vegas Boulevard and 8th Street was designated the city's Fremont East District on October 2, 2002 by Ordinance 5521. Nightclubs with live entertainment and no gaming shall

dominate this area of downtown and compliment the Central Casino Core District. The Entertainment Trail (Graphic 2), part of the Urban Pathways System, begins at Las Vegas Boulevard and proceeds east to Eighth Street where it turns and goes south terminating at the Las Vegas Academy's new cultural productions theater.

A pivotal linkage in downtown shall occur on Casino Center. It shall anchor the alignment of an ACE Transit route and eventually a rail transit system, linking downtown to the Strip to the south and potentially to McCarran International Airport and continuing to Henderson. Stations scheduled along Main Street shall benefit the Fremont Street Experience, Office Core and the Arts District. Main Street shall continue to serve as an alternate route for local north-south downtown traffic. The corresponding Tortise Trail will further the pedestrian connection between the Districts as a component of the Urban Pathways System.



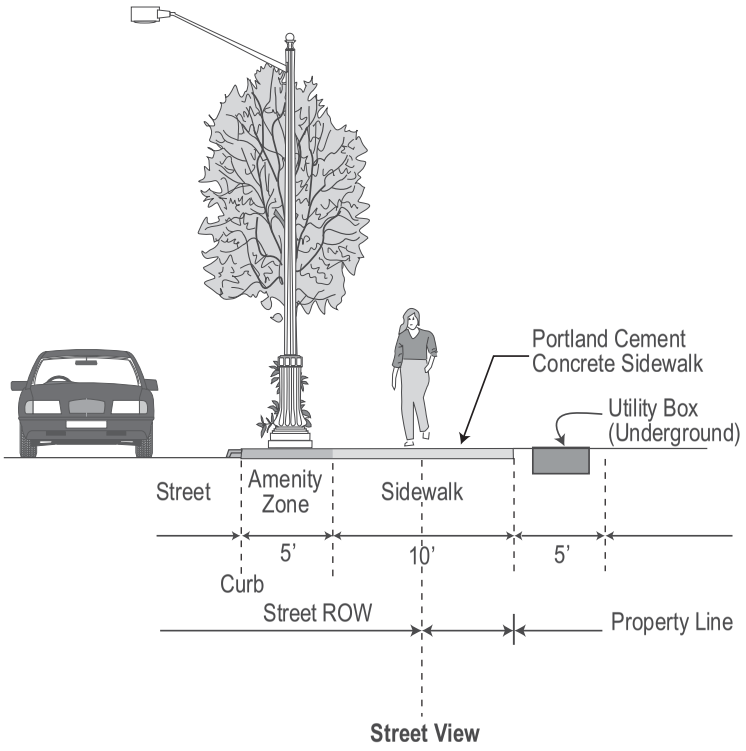
The Scenic Byway Trail along Las Vegas Boulevard connects all districts but Parkway Center together. This trail, which is currently a part of the Nevada State Scenic Byway program, may soon become part of the National Scenic Byway program. This is the only urban trail that has its own overlay attached to it. Once completely updated, Las Vegas Boulevard will provide an enjoyable, safe, clean and exciting pedestrian experience for both tourists and local residents alike.

A network of cultural and recreational pocket parks (Urban Pathways) are proposed to be linked by pedestrian corridors and trails (Map 6). This network will provide the amenities that are found in traditional central parks, but will be located in a dispersed pattern throughout the downtown. The pedestrian linkages should be relatively simple and inexpensive corridors that could include widened sidewalks, well-designed streetlamps, banners, occasional trees, benches and trash receptacles. The recreation pockets could include small, fenced areas for doggy aerobics, tot lots, human chess, handball courts, small areas with walls for practicing tennis, perhaps even putting areas.

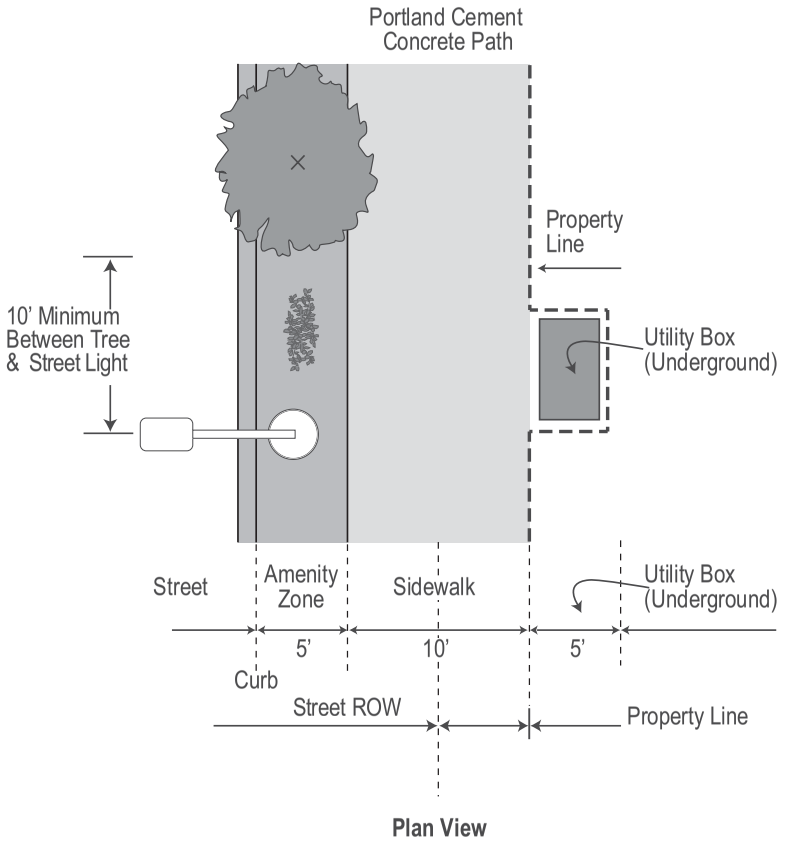
The net effect of all linkage systems and improvements shall result in drawing people from one place to another, improving the image and character of the area, and consequently encouraging a greater use of Downtown Las Vegas in its entirety.

Urban Trails

- 10' sidewalk with 5' amenity zone
- Connects two anchors or nodes
- Includes a way-finding system or identification system
- Distinct surface treatment and/or street tree theme

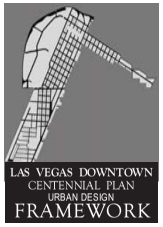


Street View



Plan View

Notes:
The amenity zone and sidewalk are constructed by the developer. Utility boxes cannot retard landscaping or impede the sidewalk and must be located underground. Where necessary, pop-outs will be provided into private property and an appropriate utility easement granted.



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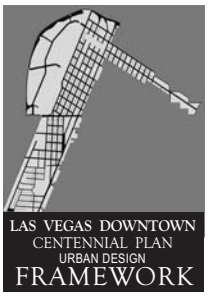
E. MIXED USE OPPORTUNITIES

Creating a broad diversity of land uses in Downtown Las Vegas is key to its future success as an activity center and vital urban regional hub. It will have a hearty balance of cultural, residential, office, civic, retail, and light industrial areas.

Residential Neighborhoods: The success of downtowns across the country often depend upon integrating residential communities in, among, and adjacent to the downtown area. Las Vegas has a great opportunity to integrate a stronger residential community into the future of Downtown Las Vegas by building upon the existing infrastructure already in place. The City has approved plans for building some 18,000 residential units over the next few years within downtown Las Vegas. The creation and strengthening of neighborhoods is essential. It needs more than just the development of housing types that may focus inwardly without integrating to the physical and social structure of the surrounding community. Creating a neighborhood would include providing improved police protection, parks, schools, community centers, shopping, and other similar uses. The successful integration of residential development into Downtown Las Vegas will require focus on efforts in a specific area, such as the Arts District to establish a critical mass, and then transitioning to other areas one District at a time. Individual projects will build upon previous efforts, and the whole of the community will be built over time, utilizing the momentum gained from the earlier successes.

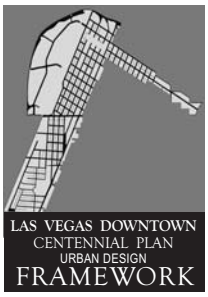


Parks and Open Space: Many downtowns across the nation are recognized for their formal public open space, such as William Penn's four urban greens breaking the grid of Philadelphia, Washington Square in Manhattan's Greenwich Village, and Boston's Common. Over the next few years, the City will pursue the creation of a series of small urban park spaces linked by trails and enhanced pedestrian streetscapes to expand the livability of Downtown known as "Urban Pathways." Many new trails have been created to link the various downtown districts and attractions together (Map 6).

Hotels & Casinos: Casino use is of particular importance to the history and character of Las Vegas. Downtown must ensure its role in the casino enterprise that is so much a part of local culture and national folklore. The downtown casino areas not only preserve the history and culture that has already been established, but ensure vitality and synergy among existing and future casinos. The casino areas delin-

eated in the Plan illustrate areas that build upon and preserve those historical patterns while providing the opportunity for future expansion.

Government Offices: Downtown Las Vegas is host to the City Hall complex, Regional Justice Center, Federal Courthouse and Detention Center. Other City and County offices are currently dispersed across downtown with the Clark County Government Center a featured anchor in the Parkway Center District site. A new City Hall building being considered would provide an opportunity for another open space gathering point in downtown. Any new government facilities will be LEED certified and display a high quality architectural prominence that will continue to set an example for the private sector to emulate.

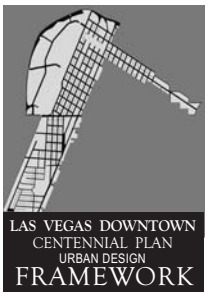


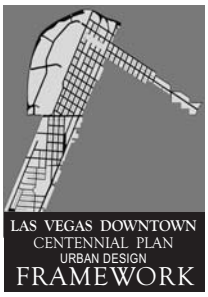
Office Core: Downtown Las Vegas remains the government and office core for the region despite the enormous growth of the outer suburbs. This area consists primarily of office uses with the majority of large-scale, class A office space centered in the northern half of the district. This is considered the central business district of the valley. It is home to both government and corporate office uses and supports retail, restaurant, and other service uses necessary to complete an active Office Core. The southern half of the district has smaller scaled office uses with predominantly single users in renovated structures or small office buildings. High-density residential development is also expected within this portion of the Office Core.

Light Industrial/Service Commercial: Along the existing railroad corridor is a mix of industrial and commercial services such as automotive services, paint shops, light manufacturing, laundry/cleaners, copy centers, and similar types of uses. The relationship to the railroad tracks and the freeway system nearby will continue to support light industry as well as facilitate commercial development in transitional areas near Industrial Road and other arterial streets.

Parkway Center: The former Union Pacific railroad site to the west of the Office Core and Central Casino Core Districts was rezoned in 1998 to Planned Development (PD), from its former Industrial (M) zoning. The City anticipates a variety of land uses developing on the site including non-gaming hotels, retail, high-rise condominiums, apartments, and a medical complex along with other mixed-use projects. Pedestrian linkages to Fremont Street Experience and the Office Core will be very important to the City: Parkway Center will function as a natural extension of the existing downtown to enhance the businesses that already exist there. A

tremendous opportunity is now emerging to develop an intermodal transportation center that would link together the fixed guideway, trans-rapid high-speed train, and the CAT bus system with other existing forms of transportation. Such a station will also serve as a bridge between Fremont Street Experience or the Office Core and Parkway Center. The new Chelsea Premium Outlet Mall and the World Market Center are the first major successful projects to generate a large volume of traffic near this District.





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III. URBAN DESIGN GOALS AND OBJECTIVES

A. LAND USE:

1. Create retail and other pedestrian-friendly uses on the ground floor of buildings;
2. Create a clear definition of the districts in and around downtown for a more consistent, managed design character;
3. Encourage new housing opportunities and types; and
4. Encourage a diverse land use pattern within the guiding framework of long-term vitality and economic growth.



B. URBAN FORM:

1. Bring building facades to the property line/sidewalk edge;
2. Require parking structures to have ground-floor retail and façade treatments with appropriate architectural finishes;
3. Develop districts with consistent and cohesive architectural massing, establishing development standards for building heights and street-wall formation;
4. Capitalize on recent development momentum created by the opening of the World Market Center, Chelsea Premium Outlet Mall, the Regional Justice Center and the Molasky Building.

C. PEDESTRIAN ENVIRONMENT:

1. Create streetscapes that provide safety, comfort, and interest for pedestrians;
2. Establish a network of urban trials, open spaces and linkages that will further the city's Urban Pathways System concept;
3. Encourage a network of arcades throughout downtown.

D. IMAGE AND CHARACTER:

1. Enhance the overall image of downtown through improvements at gate-ways, primary urban trial corridors, civic plazas, and open spaces;
2. Develop an alley beautification and management plan;
3. Establish a sense of place both within each District and in the Down-town as a whole.

E. HISTORIC PRESERVATION:

1. Consider any building(s) or structure(s) over 50 years old as historic with legitimate value as contributors to an urban sense of place and diverse housing and professional building fabric.
2. Preserve historic buildings and structures whenever possible by incorporating existing historic fabric into new designs and development plans.
3. Consider the sale or donation and transportation of an historic building(s) or structure(s) to another site before demolition if the building(s) or structure(s) cannot be incorporated into a new design.
4. Design infill development within the downtown area and historic districts to be contextual with the surrounding historic urban fabric.
5. Enhance the urban pathway system for residents and visitors by capitalizing on the architectural character of historic buildings and sites to create linkages and heritage destinations.

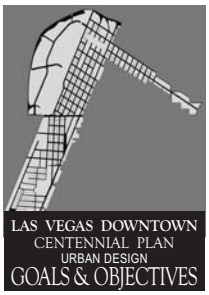


PHOTO 13: 931 THIRD STREET

uccessfu e ampe of infi de eopment and office con ersion of historic home istoric eements of the fa ades retained whi e massing of new addition ept to the rear of the bui ding



PHOTO 14: 630 S. FOURTH STREET

uccessfu downtown infi design that remains conte tua with the surrounding historic area by retaining historic eements such as bric decorati e iron muti ight windows and sma scae entrance features



PHOTO 15: RAILROAD COTTAGES



o ma e way for the ub enaissance high rise de eopment on asino enter oue ard and onne i e enue three historic rai road cottages dating from were mo ed to the as egas prings reser e in ther cottages were dismant ed for the restoration of the three intact cottages he project was competed with the considerabe assistance and cooperation from the de eopers of ub enaissance non profit organi ations and the ity of as egas

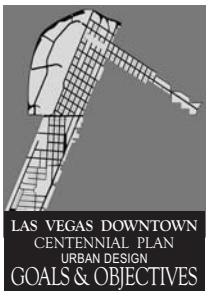


PHOTO 16: PROPOSED MAIN STREET HISTORIC DISTRICT

s part of a program for creating economic incenti es for the de eopment of the as egas rts istrict a ationa egister istoric istrict was recommended to encourage the rehabi itation of bui dings in the district by pro iding a in estment ta credit for rehabi itations that meet federa standards ni e a oca historic district a ationa egister district has no constraints or additiona re iew processes

he competion of the Main treet istoric istrict nomination is pending appro a by the ationa egister of istoric aces in the first uarter of he district incudes Main treet from arces enue on the north to yoming enue on the south and is roughy two to four boc s wide is historica y significant for its industria warehousing and retai de eopment that pea ed during ord ar unti the s





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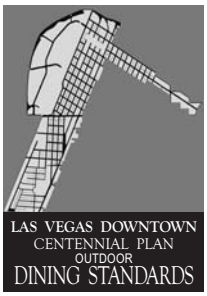
IV. OUTDOOR DINING AND ENTERTAINMENT STANDARDS

A. OUTDOOR DINING AND ENTERTAINMENT STANDARDS: PUBLIC SIDEWALK AREAS.

The standards of this subsection apply to outdoor dining that occurs or is proposed to occur within public sidewalk areas. For the purposes of this subsection, the term "outdoor dining" and "outdoor dining area" refer to dining within the area of a public sidewalk or similar pedestrian area, unless the context refers otherwise.



1. Objective and Intent.

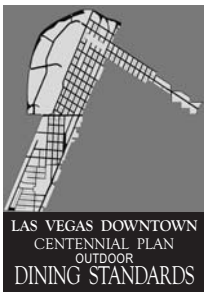
The objective of establishing the Outdoor Dining Standards is to promote pedestrian-friendly use of public sidewalks and similar pedestrian areas in connection with providing economic opportunities for ground floor retail. The Outdoor Dining Standards have been developed to ensure that the space used for outdoor dining is consistent with the general design of the public right-of-way and to allow for adequate pedestrian circulation. The Outdoor Dining Standards are also intended to guide applicants with the design of outdoor dining areas, establish or enhance an identifiable sense of place, create a comfortable and interesting pedestrian environment, maintain a continuous and visible pedestrian activity between nodes and building anchors, and provide minimum standards for beautification.

2. Standards.

Outdoor dining otherwise permitted within the underlying zoning district may be permitted to take place within a sidewalk area or similar pedestrian area, but only in accordance with the Outdoor Dining Standards.

a. **Location.** Outdoor dining may occur only as an accessory use to an eating establishment and may be permitted only in the public sidewalk or similar pedestrian area immediately adjacent to the front of the establishment. The dining area may not extend beyond the boundaries of the abutting property and shall not be located in a manner that interferes with the building egress and ingress as required by the International Building Code (IBC). No outdoor dining area may be located within twenty feet of an intersection or within ten feet of a driveway or alley. Where approved by the Department of Public Works, outdoor dining in a public sidewalk or similar pedestrian area may occupy up to two

thirds of the total width of the sidewalk or available pedestrian area. In the case of a sidewalk or similar pedestrian area up to fifteen feet wide, there shall remain a minimum pedestrian clearance of five feet. For sidewalks or similar pedestrian areas with a greater width, the minimum pedestrian clearance is eight feet. This minimum clearance area must occur between any outdoor dining and a continuous line that represents where sidewalk or pedestrian area obstructions are located. Such obstructions include without limitation tree planters, landscape planters, street furniture, streetlight poles, utility poles, fire hydrants, signposts, and permitted news racks (Graphic 3).



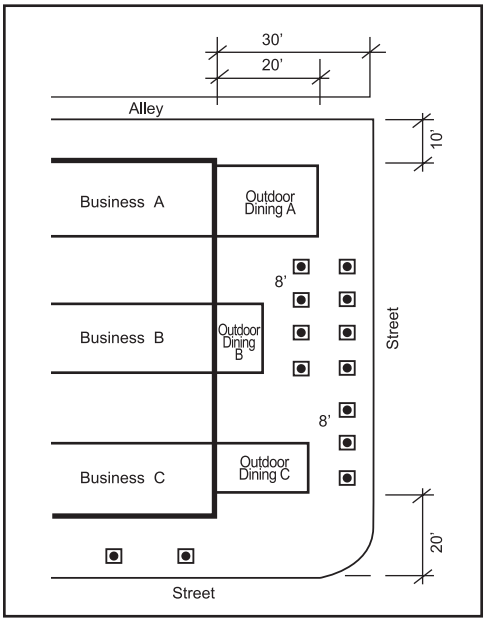
b. **Barriers.** Outdoor dining and seating areas shall be free of any permanent barriers or other structures that create physical separation between the dining area and areas of public sidewalks. Nothing shall be attached temporarily or permanently to the sidewalk. This includes furniture, umbrellas, planters, etc. (Graphic 4).

c. **Roofing.** Will be addressed on a case-by-case basis.

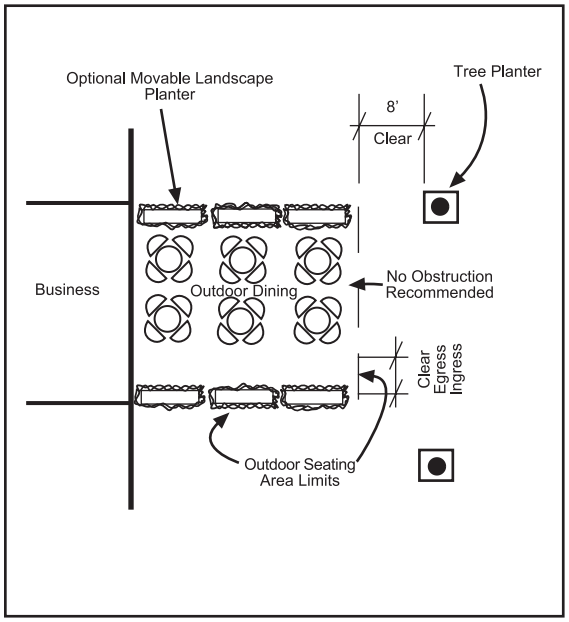
d. **Furniture.** All furnishings within an outdoor dining area shall be movable and made of sturdy, durable and commercial grade material. They shall be designed to complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture are not acceptable.

e. **Trash Enclosures.** Trash receptacles are not permitted within the outdoor dining area or the adjacent public sidewalk.

GRAPHIC 3: OUTDOOR DINING LOCATION



GRAPHIC 4: OUTDOOR DINING BARRIERS



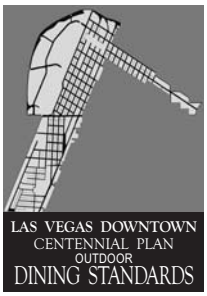
f. **Lighting.** Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining area and so as to avoid producing glare that has a negative impact on pedestrian traffic. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

g. **Storage of Furniture and Equipment.** All outdoor furnishings related to an outdoor dining area shall be stored inside during non-business hours of operation. Non-permanent landscape planters may remain outside.

h. **Maintenance.** Outdoor dining areas shall be kept in good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly. The outdoor dining area must be swept and mopped every night after closing.

i. **Music and Live Entertainment.** Music and Live Entertainment are permitted as an accessory amentity. No dancing, cover charge or minimum drink will be permitted. Any music or entertainment will comply with applicable noise ordinances and standards.

j. **Alcoholic Beverage Service.** Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.



3. Approval Process.

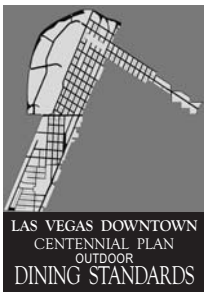
a. In order to qualify for the approval of any encroachment permit or agreement that may be necessary to operate outdoor dining, the applicant must first obtain approval of a site development plan in accordance with the following provisions:

- The approval process under Title 19 for outdoor dining is that of a Minor Review of Site Development Plan pursuant to LVMC 19.18.050(F).
- Following a required pre-application conference, a committee shall review the proposal and the committee shall be comprised of:
  1) The Director of Planning & Development or a designee;
  2) The Director of Public Works or a designee; and
  3) The Director of the Office of Business Development or a designee.

b. The committee may approve an application for outdoor dining administratively if the committee finds that the proposal is consistent with the Las Vegas Downtown Centennial Plan and complies with the Outdoor Dining Standards. The committee, in its sole discre-

tion, may also impose additional conditions upon the approval in order to further the goals and objectives of the Las Vegas Downtown Centennial Plan. Approved outdoor dining locations shall be subject to both ongoing and complaint-based inspections. In accordance with LVMC 19.18.050(I), approval, and noncompliance may form the basis of non-renewal or revocation of a business license.

B. OUTDOOR DINING AND ENTERTAINMENT STANDARDS: PRIVATE PROPERTY.



1. Applicability.

The standards of this subsection apply to outdoor dining or outdoor seating areas that occur or are proposed to occur on private property. For the purposes of this subsection, the terms "outdoor dining or outdoor seating" and "outdoor dining or seating area" refer to an unenclosed dining or seating area on private property.

2. Objective and Intent.

The objective of establishing Outdoor Dining and Outdoor Seating Area Standards for private property is to promote a use that enhances a pedestrian-friendly environment and adds to the vitality and livability of the downtown area.

3. Standards.

When otherwise permitted within the underlying zoning district, outdoor dining or outdoor seating on private property may be permitted to take place in accordance with the following standards:

a. **Location.** Outdoor dining may occur only as an accessory use to a Restaurant establishment, and shall only be permitted on private property, except as otherwise allowed under this section. Outdoor seating areas may be a permitted accessory to Urban Lounges in 18b The Las Vegas Arts District, or accessory to Tavern-Limited establishments in the East Village District. The outdoor dining or seating areas shall not extend onto adjacent properties or rights-of-way. The outdoor dining or seating areas shall not be located in a manner that interferes with building egress and ingress as required by the International Building Code (IBC).

b. **Barriers.** Outdoor dining and outdoor seating areas on private property shall have a permanent or temporary railing or other similar barrier to define the area and to prevent encroachment onto adjacent properties or rights of way.

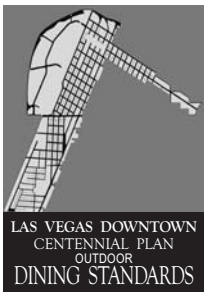
c. **Furniture.** All furnishings within an outdoor dining or seating area shall be made of sturdy, durable and commercial grade material, and shall complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture is not acceptable.

d. **Lighting.** Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining or seating area so as to avoid producing glare that has a negative impact on surrounding properties or rights-of-way. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

e. **Maintenance.** Outdoor dining or seating areas shall be kept in a good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly.

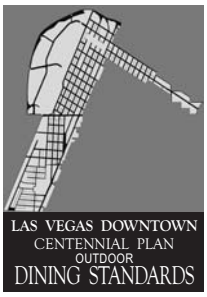
f. **Music and Live Entertainment.** Music and Live Entertainment are permitted as an accessory amenity. Any music or entertainment shall comply with applicable noise ordinances and standards.

g. **Alcoholic Beverage Service.** Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.



4. Approval Process.

Outdoor dining and outdoor seating areas on private property require the approval of a Site Development Plan. The approval process shall be as listed under Title 19.18.050(F), "Minor Review of Site Development Plans."



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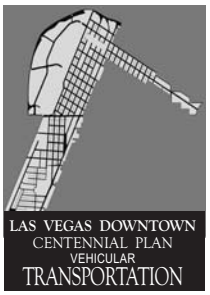
V. VEHICULAR TRANSPORTATION / ACCESS

The Central Transportation / Access Plan (Map 8) illustrates the primary vehicular network considerations for the Central Core area of downtown. Graphics 6 and 7 provide a cross section view of the typical street layout for downtown. Of particular note are the following strategies:

a. Keep street closures to a minimum where possible.

b. Incorporate the proposed ACE and fixed guideway transit system along Casino Center north of Charleston Boulevard and Third Street south of Charleston with stations near Fremont Street Experience, Bonneville Street and Charleston Boulevard.



c. Establish shared parking structures to provide the opportunity of common shared facilities that generate pedestrian movement between parking and land uses.

d. Boulder Street will be closed to vehicular traffic and become a pedestrian-only public plaza featuring public art.

e. First Street will be reduced to one lane in each direction. Sidewalks shall be ten (10) feet wide with chokers located at all intersections., not including the five foot (5') amenity area. Parking will be parallel on both sides of the street. Enhanced streetscape amenities may be required (Graphic 5).

f. The Regional Transportation Commission has proposed a ACE Rapid Transit route and fixed guideway rail system for downtown to be implemented in the near future (Map 9). Additional right-of-way may be required along route.

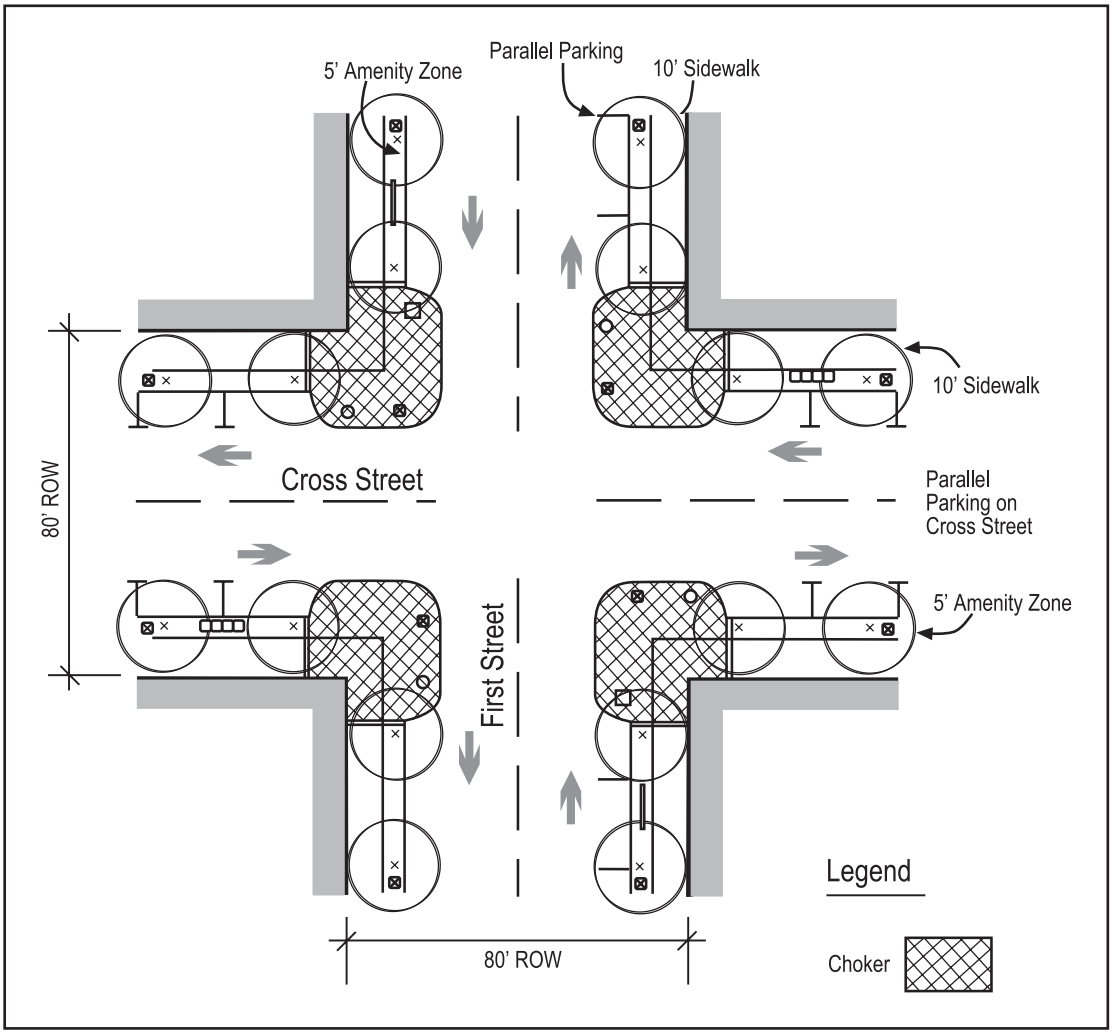
g. Landscaping and streetscape is required along all city streets (see district design standards).

h. To permit the required 10-foot sidewalk and five foot amenity area all buildings shall be set back five feet from the property line along:

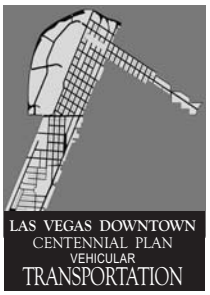
1. Both sides of Casino Center Boulevard between Charleston Boulevard and Ogden Avenue.

2. Both sides of Third Street between Charleston Boulevard and Imperial Avenue.

GRAPHIC 5: FIRST STREET CROSS SECTION

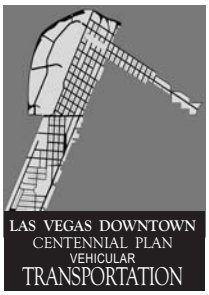






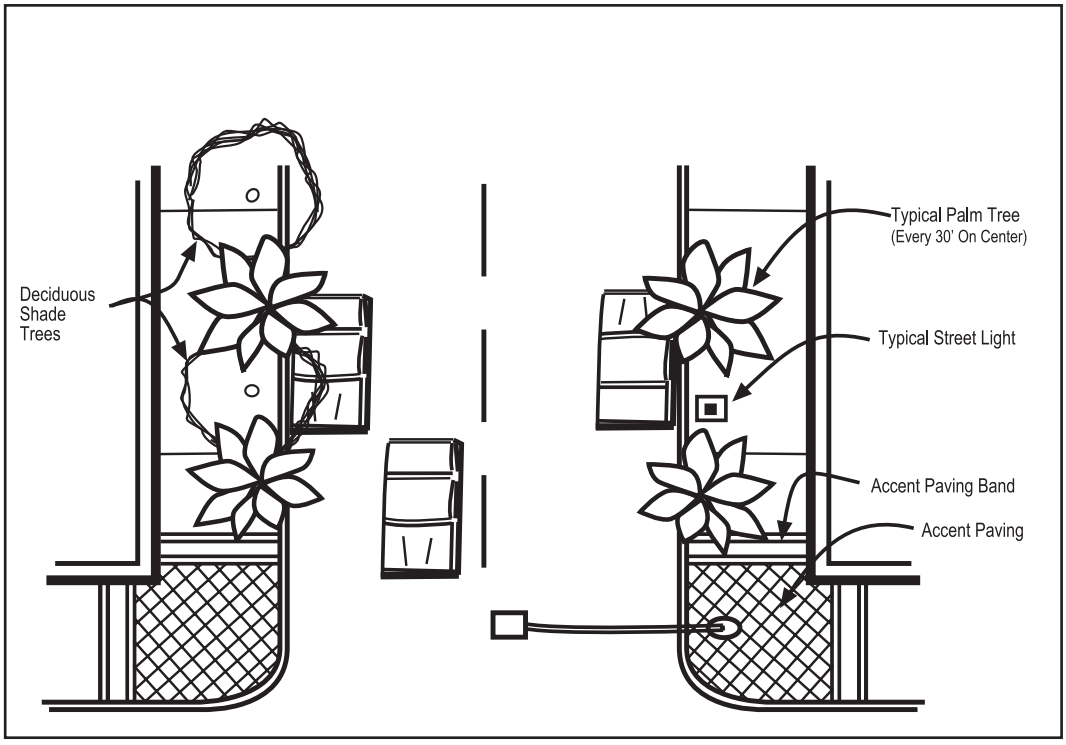
MAP 8: CENTRAL TRANSPORTATION / ACCESS WITHIN AND SURROUNDING THE OFFICE CORE DISTRICT

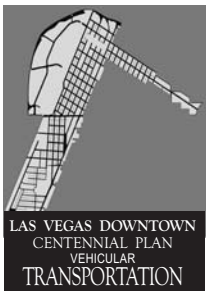
MAP 9: ACE DOWNTOWN CONNECTOR MAP



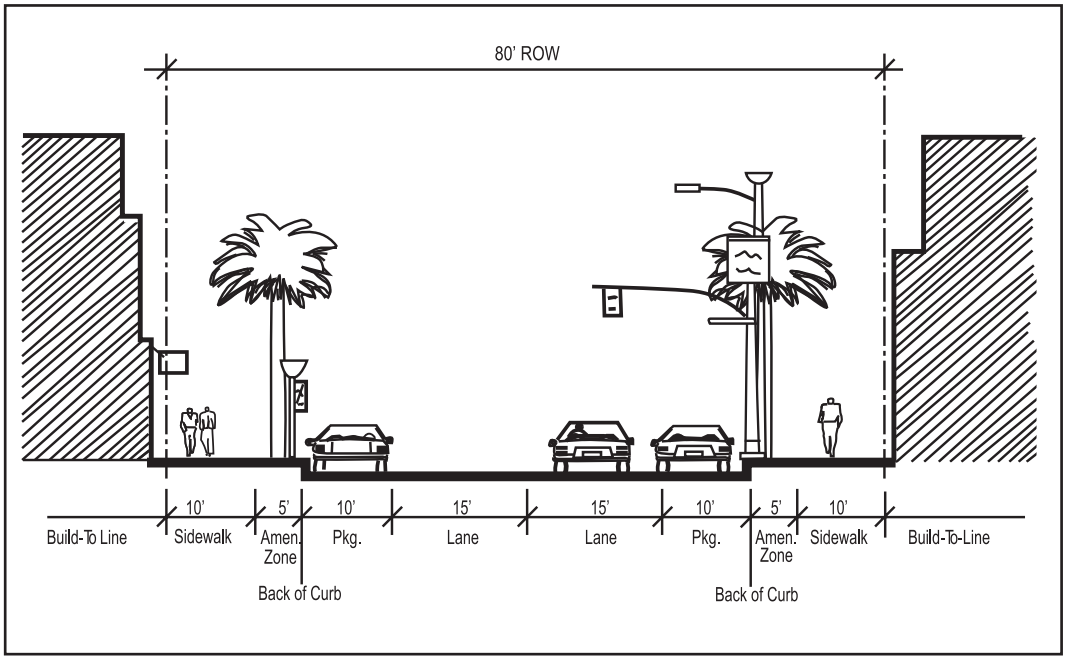


PLAN VIEW

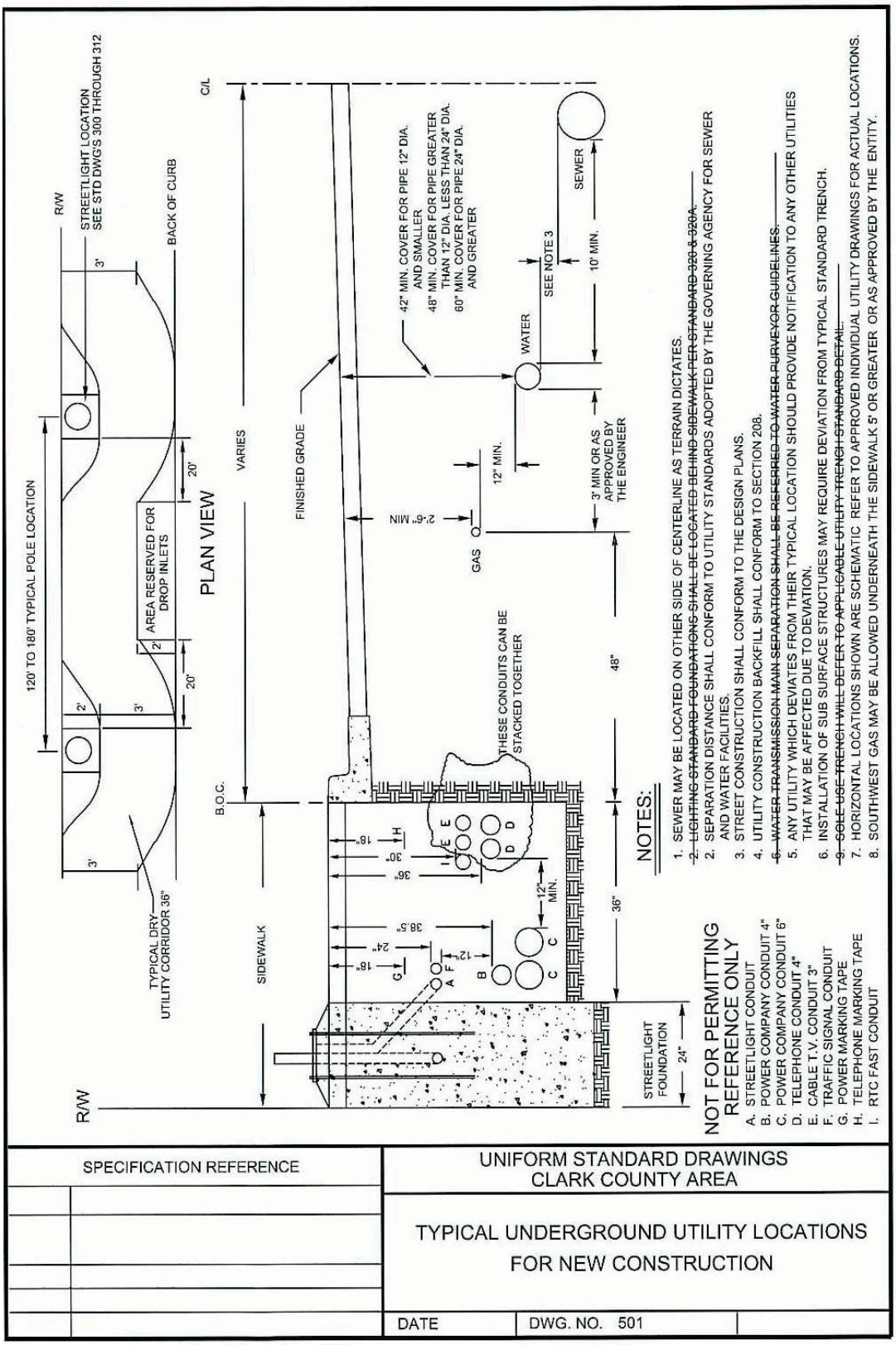




STREET SECTION

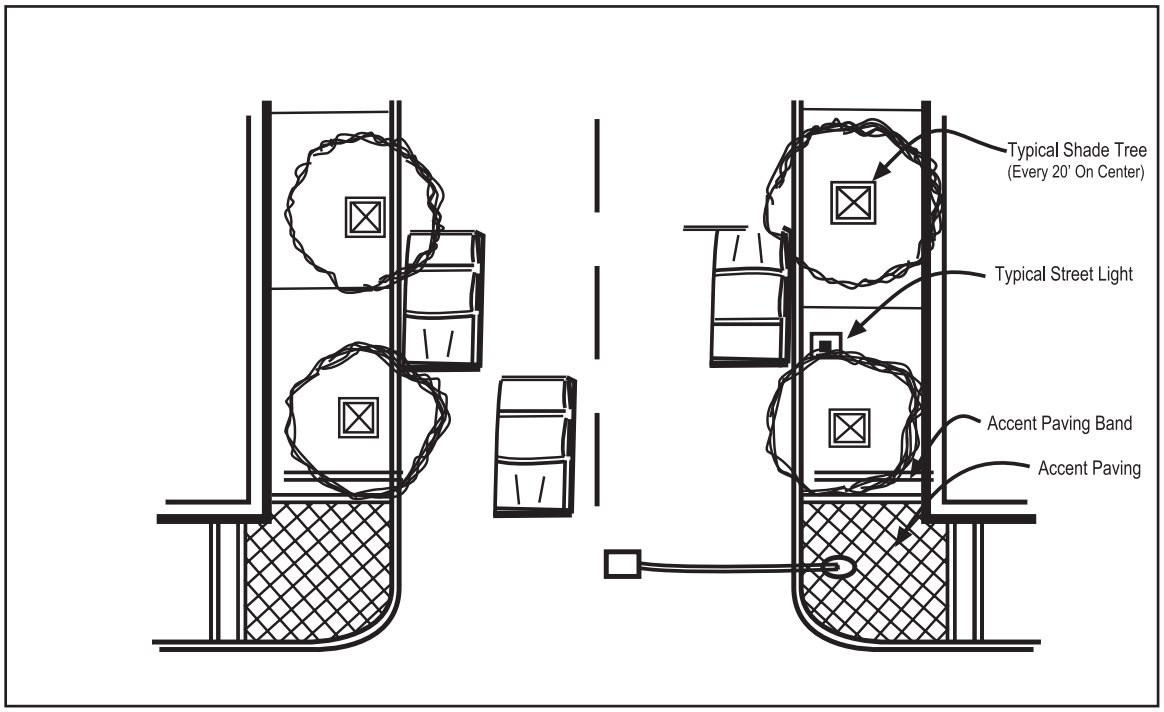


GRAPHIC 7: RTC UTILITY DRAWING 501

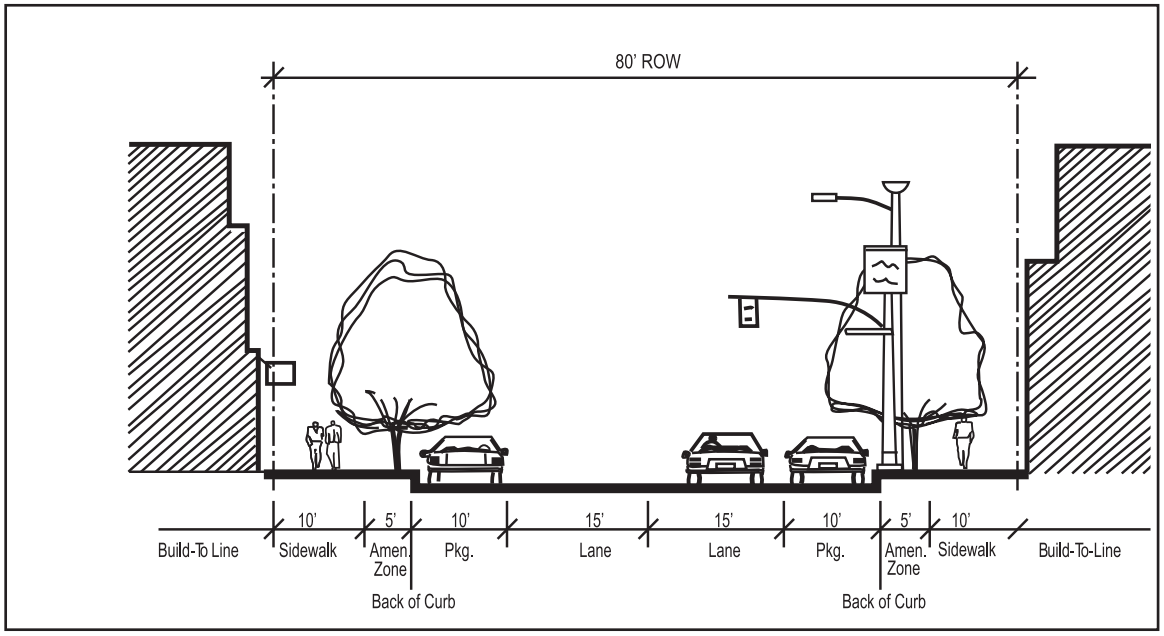


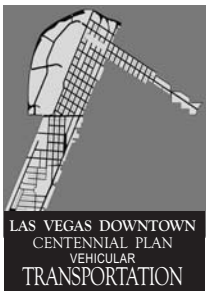
LAS VEGAS DOWNTOWN CENTENNIAL PLAN
VEHICULAR
TRANSPORTATION

PLAN VIEW



STREET SECTION





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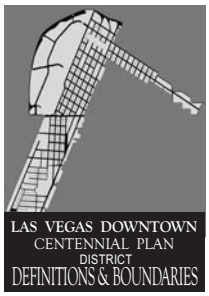
VI. DEFINITION OF DOWNTOWN DISTRICTS

For the purpose of this Plan, Downtown Las Vegas has been divided into ten distinct and recognizable districts (Map 5). Each district has a particular variety of land uses, density, and urban characteristics demonstrated by the existing building fabric it contains and the redevelopment opportunities it presents. All ten districts are small enough to be walkable enclaves unto themselves, yet the continuity of general design standards and streetscape design will weave them together into a continuous downtown urban experience.



District 1: Office Core – The Office Core District, which contains a concentration of legal and court-related professional functions, is the primary focus of the District. It is bound by the eastern edge of the Union Pacific Railroad right-of-way on the west, the centerline of Bridger Avenue between the tracks and properties on the west side of Las Vegas Boulevard on the north, the western property line of properties on Las Vegas Boulevard to Garces on the east, and the centerline of Garces Avenue on the south.

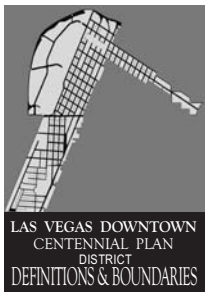
District 2: Downtown Gateway – This district is the entry way into downtown from the north and US-93/95. The district is intended to be developed as an intense tourist commercial district with hotel/casinos acting as the anchor for the area. The District is bounded by US-93/95 on the north, the properties on the east side of Seventh Street on the east, Ogden Avenue on the south and Casino Center Boulevard on the west.

District 3: Downtown South – The downtown South District is a mixed-use area containing a wide variety of land uses and density of existing utilitarian buildings. The District is bound by the eastern edge of the Union-Pacific Railroad right-of-way on the west, the centerline of Garces Avenue on the north, the western property line of the properties on the western side of Las Vegas Boulevard to Wyoming on the east, and the centerline of Wyoming Avenue on the south. The District also includes the two block area bounded by Garces and Hoover on the west side of Sixth Street.

District 4: "18b" The Las Vegas Arts District – is surrounded by the Downtown South District but has its own standards. The District is bound by the centerline of Hoover Avenue on the north; the centerline of Commerce Street from Hoover Ave. to Charleston Boulevard and then the centerline of Main Street to Colorado Avenue on the west; properties on the south side of Colorado Ave. from Main St. to Fourth Street on the south; and the centerline of Fourth St. from Colorado

Ave. to the centerline of Charleston Blvd. and then the centerline of Las Vegas Boulevard from Charleston Blvd. to Hoover Ave. on the east.

District 5: Parkway Center – Parkway Center District encompasses a large part of the former Union Pacific railroad yards and once was the center of Las Vegas' industrial area. It is poised to become the heart of the expanded downtown urban area and is bounded by Interstate 15 on the west, Interstate 515 on the north, the centerline of Grand Central Parkway to Bonneville Avenue, then Bonneville Avenue to the Union Pacific Railroad right-of-way on the east and then the centerline of Charleston Boulevard on the south.



District 6: Central Casino Core – The Central Casino Core is home to the classic and historic Las Vegas casinos of Glitter Gultch. It is bounded by the eastern side of the Union-Pacific Railroad Right-of-way on the west, Interstate 515 on the north, the western property line of the properties on the west side 8th Street to Bridger on the east and then the centerline of Bridger on the south.

District 7: Northern Strip Gateway – The Northern Strip Gateway is centered by the Stratosphere Tower Hotel and Casino. The boundary is the centerline of Sahara Avenue on the south, the east side of the Union-Pacific Railroad Right-of-Way on the west, the centerline of Wyoming Avenue on the north and the properties on the west side of Las Vegas Boulevard on the east.

District 8: East Village – The East Village District is the traditional area of the downtown. The boundary is the centerline of Las Vegas Boulevard on the west, the centerline of Odgen Avenue to Fifteenth Street, then the properties on the north side of Fremont Street for the north, the centerline of Eastern Avenue on the east and the properties on the south side of Fremont Street to Fifteenth Street and then the centerline of Carson Avenue to Las Vegas Boulevard on the south.

District 9: The Fremont East District – The Fremont East District anchors the western section of the East Village District and is bound by the centerline of Las Vegas Boulevard on the west, the centerline of Ogden Avenue on the north, the centerline of Seventh Street on the east and the centerline of Carson Avenue on the south.

District 10: Symphony Park – (Refer to CC Ordinance #5875, Bill 2006-68 adopted January 3, 2007, and as amended). The 61-acre parcel is a critical element in the City's renaissance plan. It will be a new urban environment of the downtown area and one of the first ever, LEED certified neighborhoods in the country.

VII. DESIGN STANDARDS PER DISTRICT

A: OFFICE CORE DISTRICT (MAP 10).

1. Site Planning Standards.

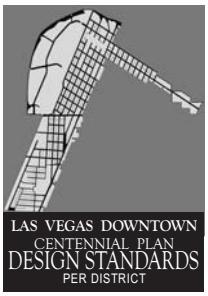
a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.



b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. **Alleys.**

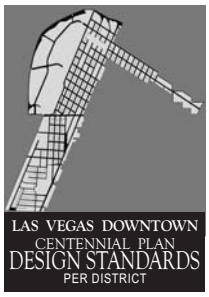
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

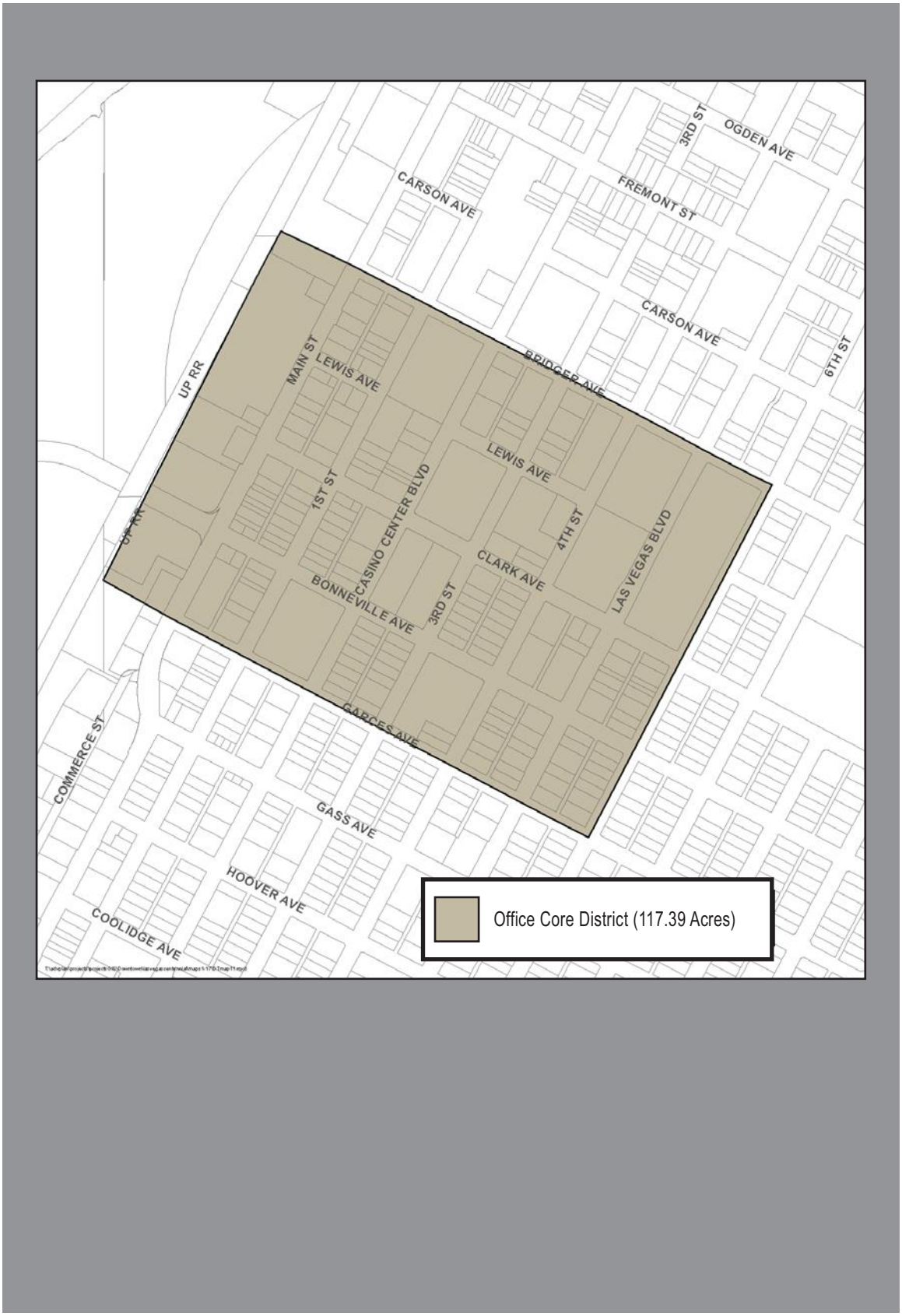
g. **Encroachments.**

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses.

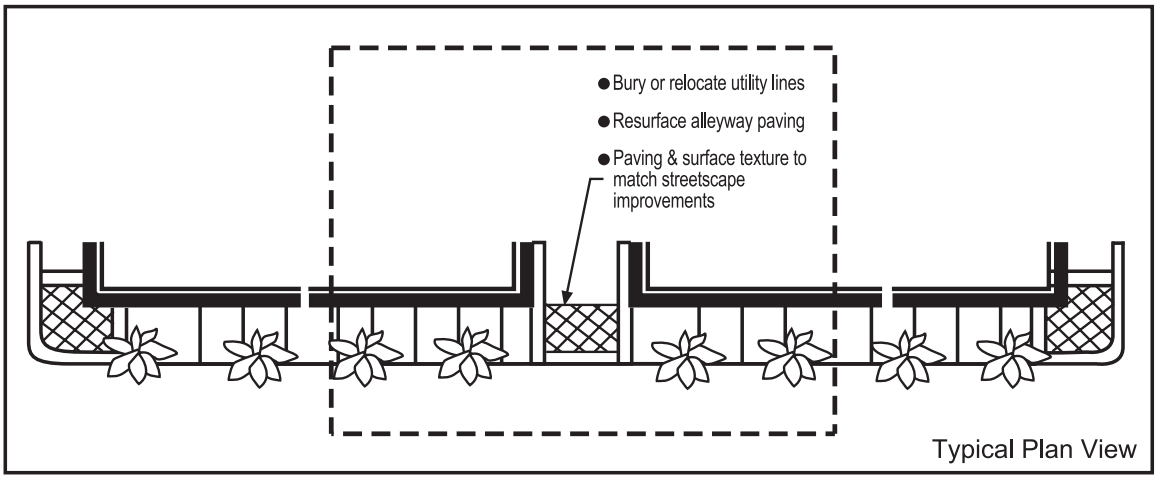
Per Title 19.04.010 Land Use Table.

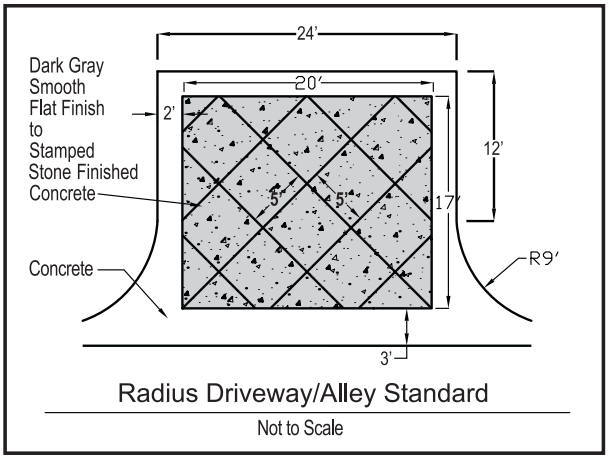




MAP 10: OFFICE CORE DISTRICT

GRAPHIC 9: STANDARD REQUIRED ALLEYWAY TREATMENT.





3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

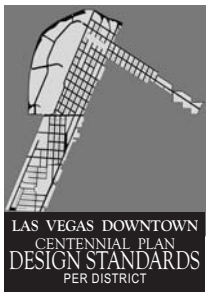
When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

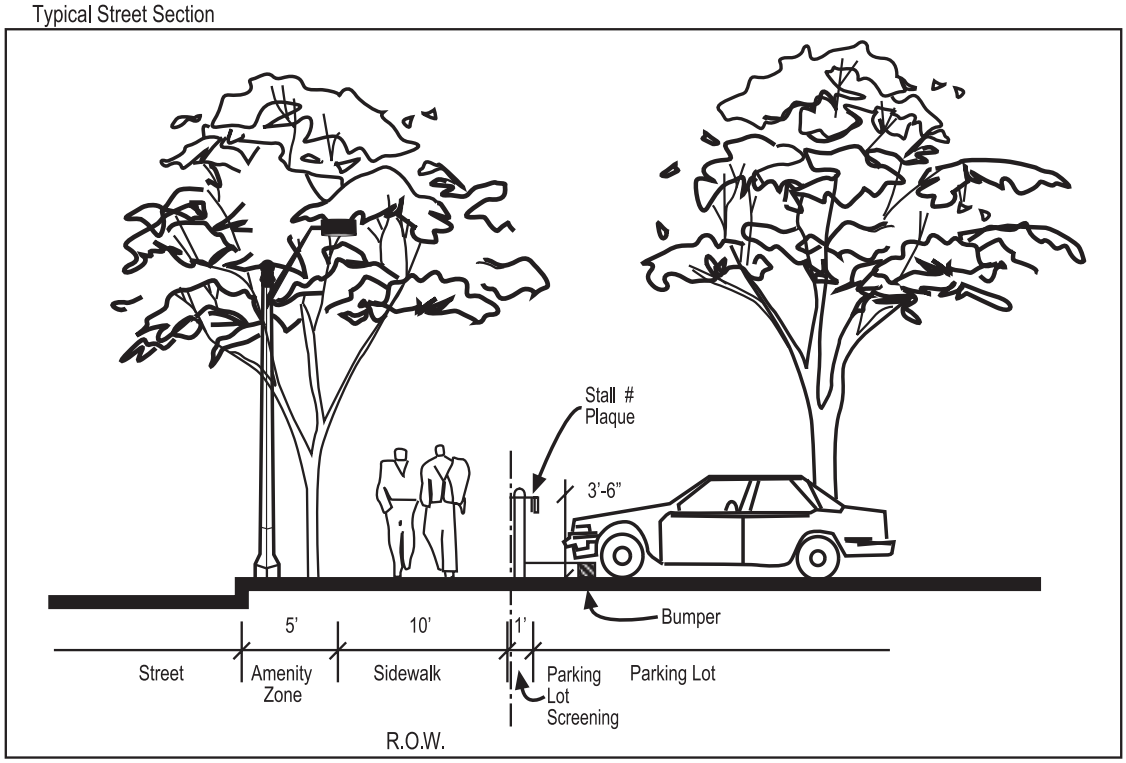
Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the

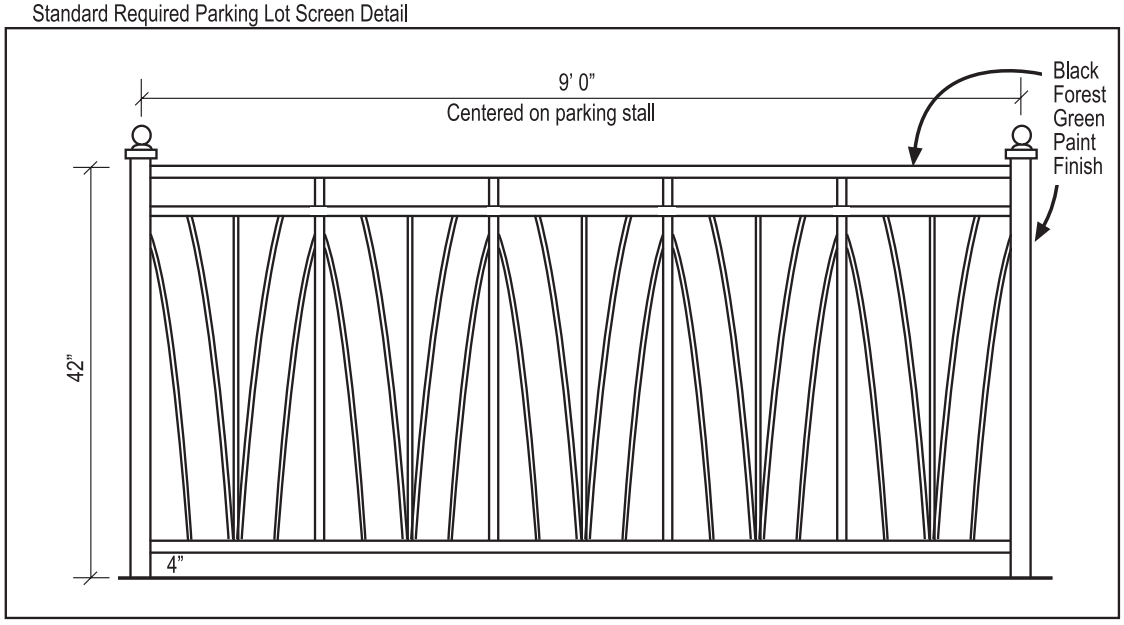
GRAPHIC 10: PARKING LOT DESIGN STANDARDS



Typical Street Section



Standard Required Parking Lot Screen Detail



GRAPHIC 11: PARKING STRUCTURE WITH ARCADE AND CAFES



architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. **Temporary Parking.**

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

g. **Parking Lot Development Standards.**

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.

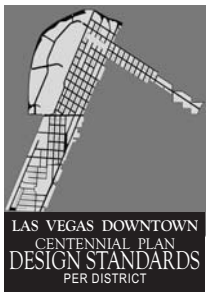
h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



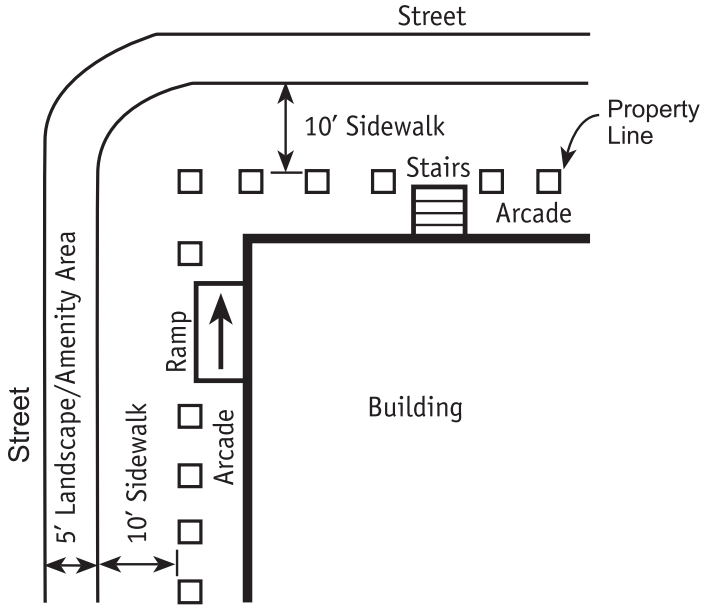
4. Streetscape Standards.

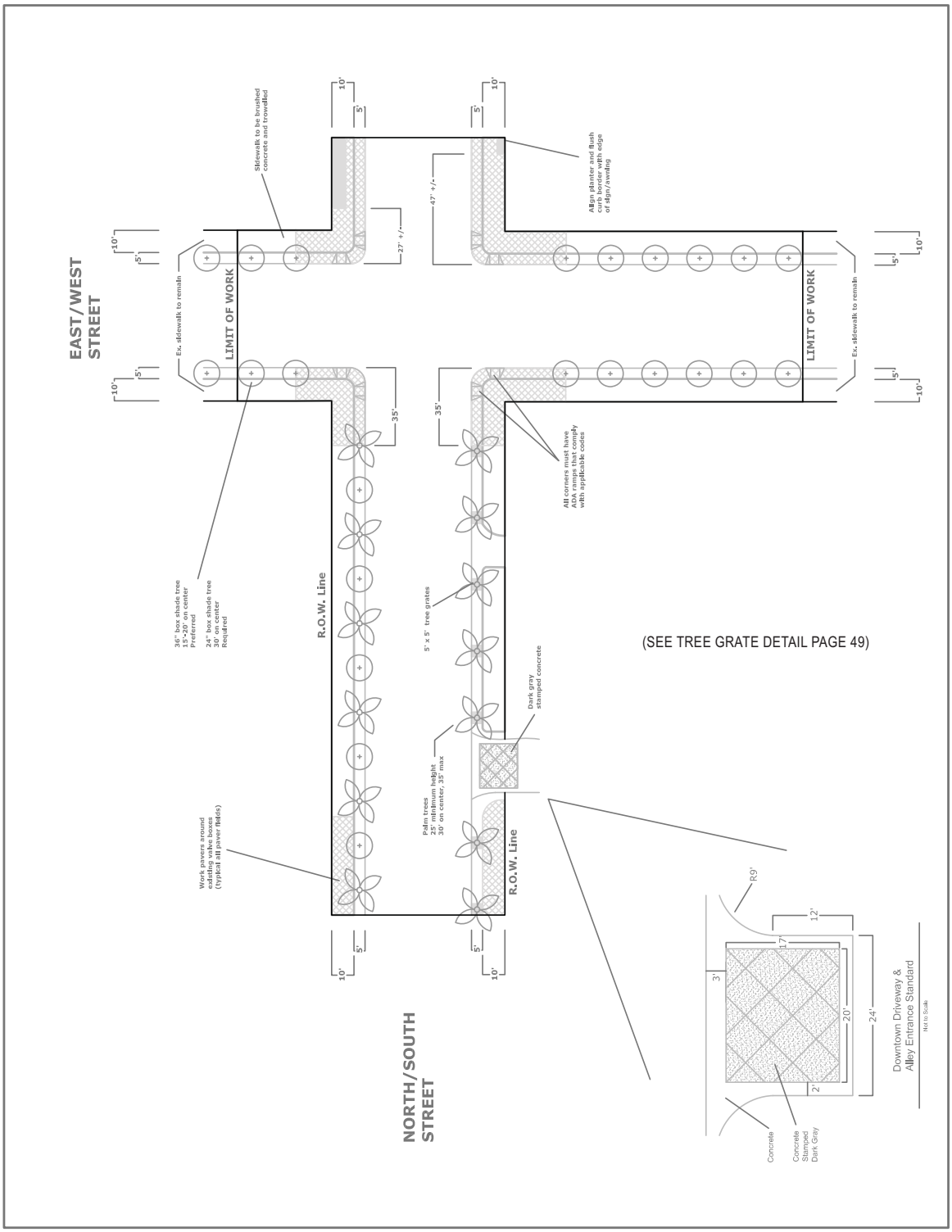
a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

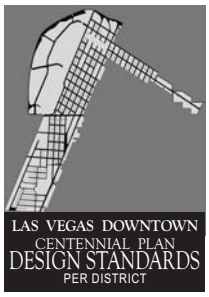
The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

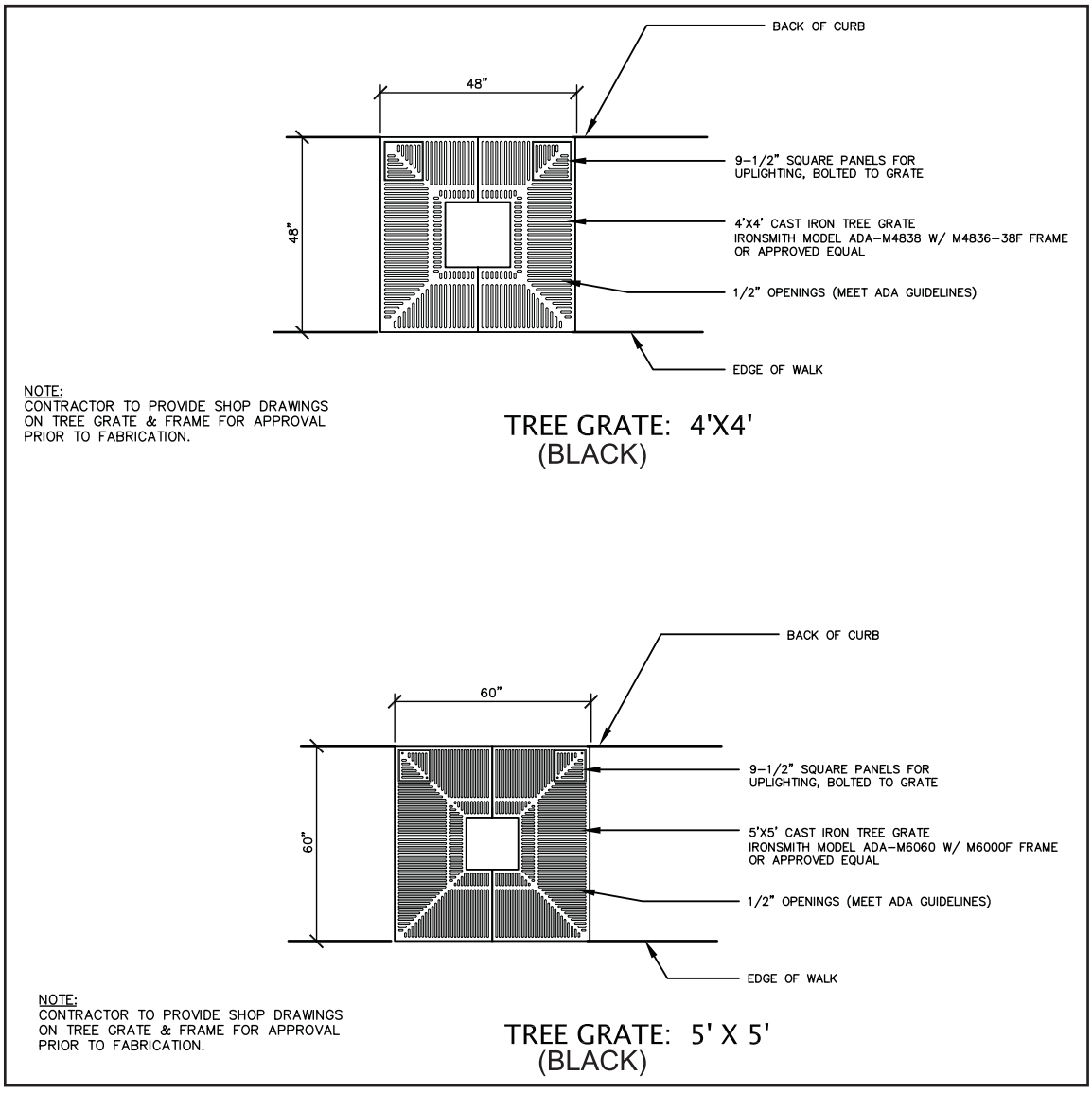
GRAPHIC 12: SIDEWALKS



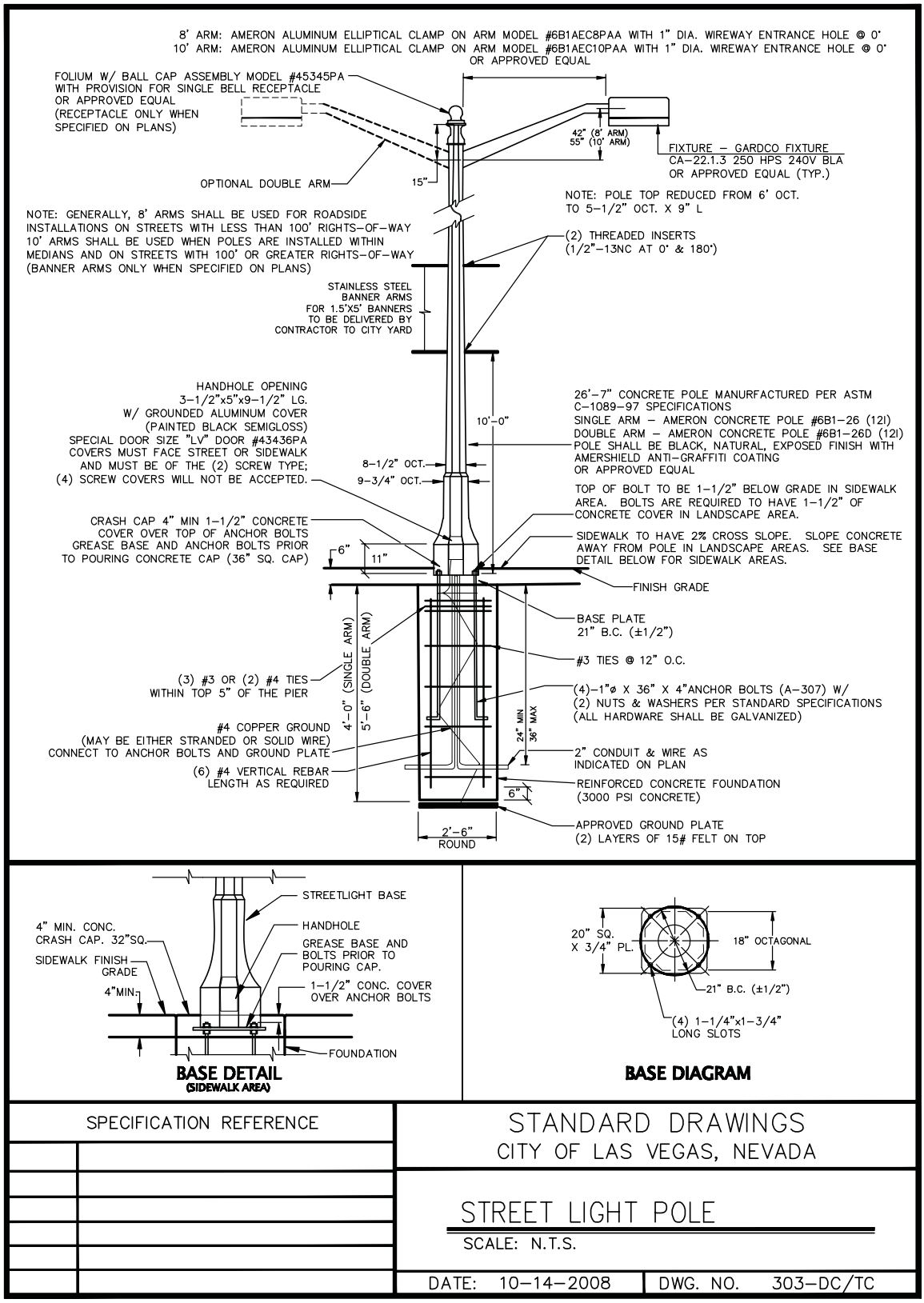

EAST/WEST STREET
NORTH/SOUTH STREET
LIMIT OF WORK
LIMIT OF WORK
Ex. sidewalk to remain
Ex. sidewalk to remain
Sidewalk to be brushed concrete and trowelled
Allen planter and flush curb border with edge of sign/awning
All corners must have ADA ramps that comply with applicable codes
36" box shade tree 15'-20' on center Preferred
24" box shade tree 30' on center Required
R.O.W. Line
R.O.W. Line
5' x 8' tree grates
Palm trees 25' minimum height 30' on center, 35' max
Dark gray stamped concrete
Work covers around existing tree boxes (typical all paver fields)
(SEE TREE GRATE DETAIL PAGE 49)
Downtown Driveway & Alley Entrance Standard
Not to Scale
Concrete
Concrete Stamped Dark Gray

GRAPHIC 14: STREET HARDSCAPE TREATMENTS (TREE GRATE DETAIL)





* When required tree(s) that are larger than above openings, a similar designed tree grate may be used.

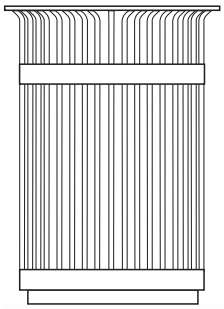


BASE DETAIL
(SIDEWALK AREA)

BASE DIAGRAM

SPECIFICATION REFERENCE	STANDARD DRAWINGS CITY OF LAS VEGAS, NEVADA
	STREET LIGHT POLE SCALE: N.T.S.
	DATE: 10–14–2008 | DWG. NO. 303–DC/TC

LAS VEGAS DOWNTOWN CENTENNIAL PLAN DESIGN STANDARDS PER DISTRICT





Trash Receptacles

Specifications:

FRAME:
Solid steel flatbar fabrication

LINER:
Heavy duty plastic

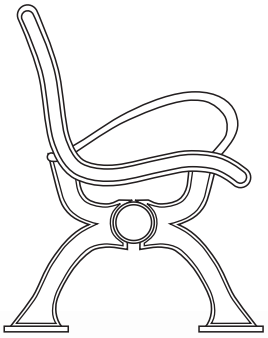
INSTALLATION:
May be fastened to concrete using anchor plates provided in base

DIMENSIONS:
26.5 in. (66cm.) diameter x 38 in. (95 cm.) height

CAPACITY:
32 gallon

WEIGHT:
170 lb. (77 kg.)

COLOR:
Black





Benches

Specifications:

ENDS:
One-piece end castings of grey iron
Plastic slats 2.75 in. (7cm.) x 1.125 in. (2.75cm.)

LENGTH:
5ft. (50in. / 147 cm.)

DIMENSIONS:
Height: 32 in. (81mc.)
Seat height: 16.5 in. (41cm.)
Depth: 30 in. (76cm.)

COLOR:
Black

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

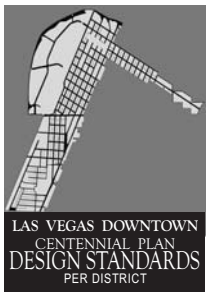


PHOTO 17: SIDEWALKS

Southern Live Oak, Shoestring Acacia, or African Sumac, Ash and Pistache were chosen due to their low water use, rapid growth ability and expansive shade canopy as shown in this photo.



b. North-South Streets.

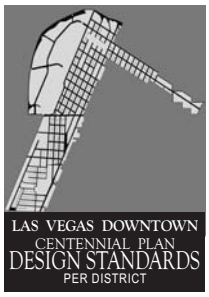
Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. 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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals. (Photo 17)

d. **Flood Control Development Standards.**
When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10′ feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).



e. **Bus Turnouts.**
Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.
As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.

5. Architectural Design Standards.

a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

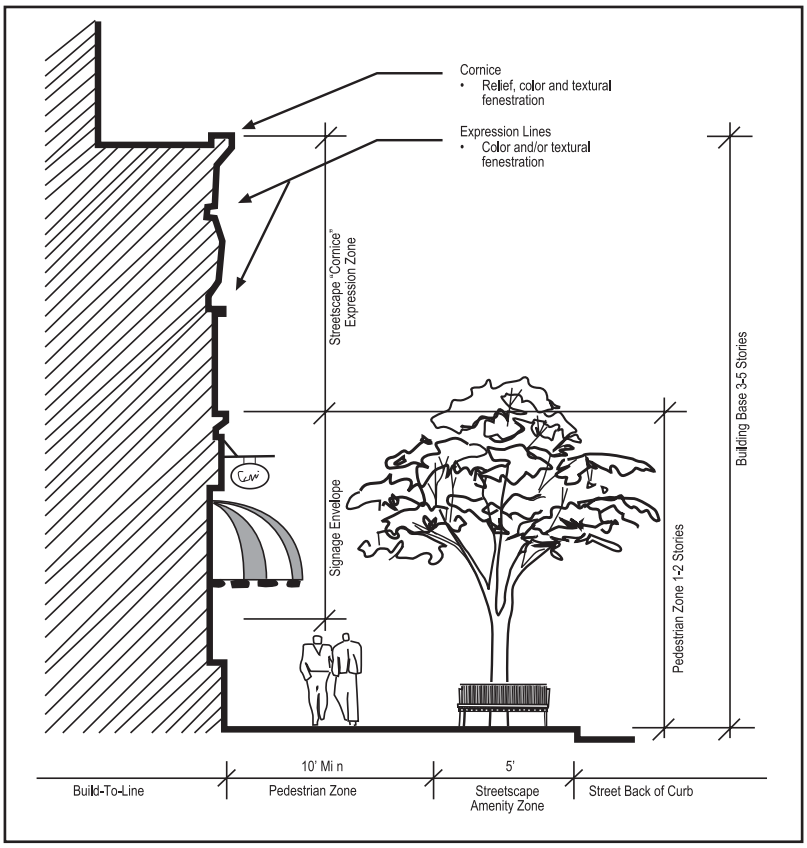
b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).

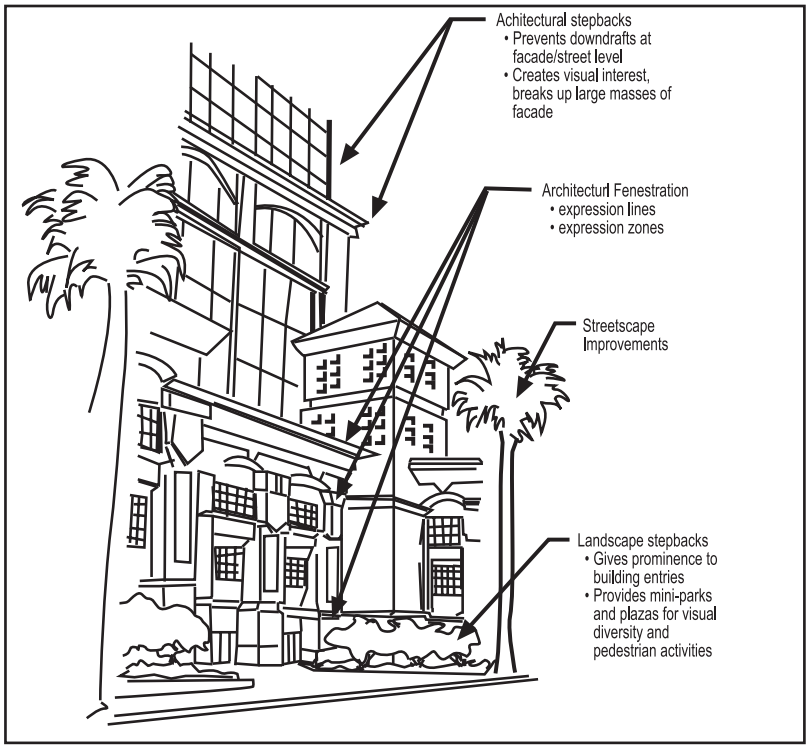
d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).

GRAPHIC 17: BUILDING FACADE AT STREET LEVEL



GRAPHIC 18: BUILDING MASSING AND SETBACKS



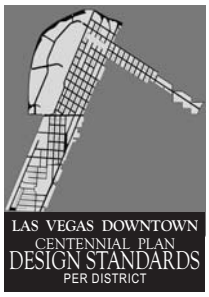
f. Reflective or tinted glass shall not exceed 60 percent of the overall exterior enclosure of any building. Reflectivity of any glass shall not exceed 22 percent reflectivity index. Only non-reflective clear glass or non-reflective tinted glass with a visible light transmittance of about 60 percent shall be used on ground floors in all pedestrian-oriented areas.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with Title 19.14, Sign Standards as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District. All signage subject to review and approval by Downtown Design Review Committee.



7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

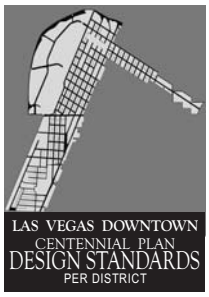
h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.

8. **Construction Standards.**

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a non-residential, commercial use district as related to the noise ordinance, per Title 9.16.



b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.

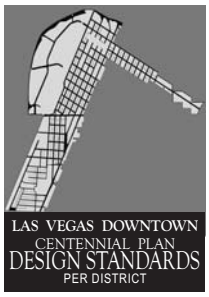
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.

c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on

the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.

2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.



B: DOWNTOWN GATEWAY DISTRICT (MAP 11).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. **Alleys.**

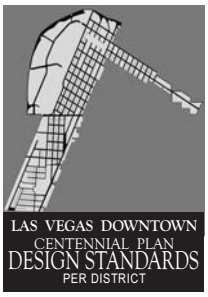
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

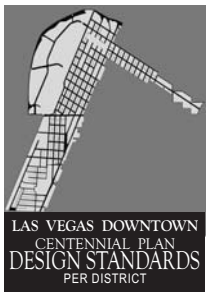
g. **Encroachments.**

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.







MAP 11: DOWNTOWN GATEWAY DISTRICT

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

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When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

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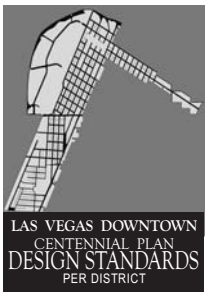
Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.



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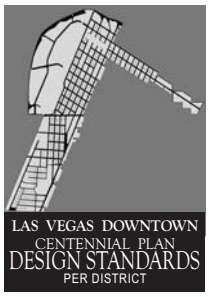

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All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

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East-west streets shall be designed thematically with Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees as the primary landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals. (Photo 17)

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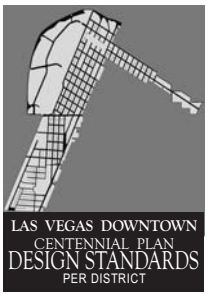
When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10' feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. Bus Turnouts.

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.



5. Architectural Design Standards.

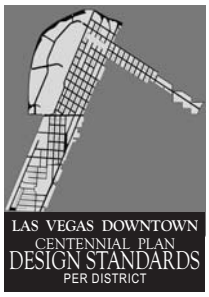
a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 17).

d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 17).



f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation and maintenance of all signs shall be in full conformance with Title 19.06.180 as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District.

c. All signage is subject to review and approval by the Downtown Design Review Committee (DDRC).

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

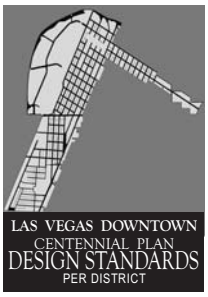
f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.



8. **Construction Standards.**

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.

4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must

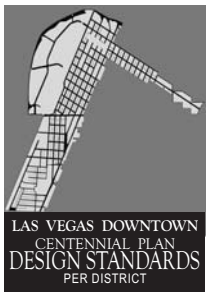
be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.

c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.

2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.

3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.



C: DOWNTOWN SOUTH DISTRICT (MAP 12).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. **Alleys.**

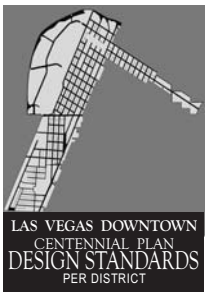
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

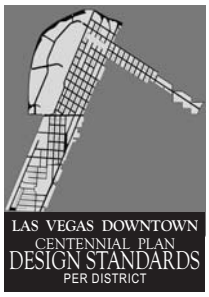
g. **Encroachments.**

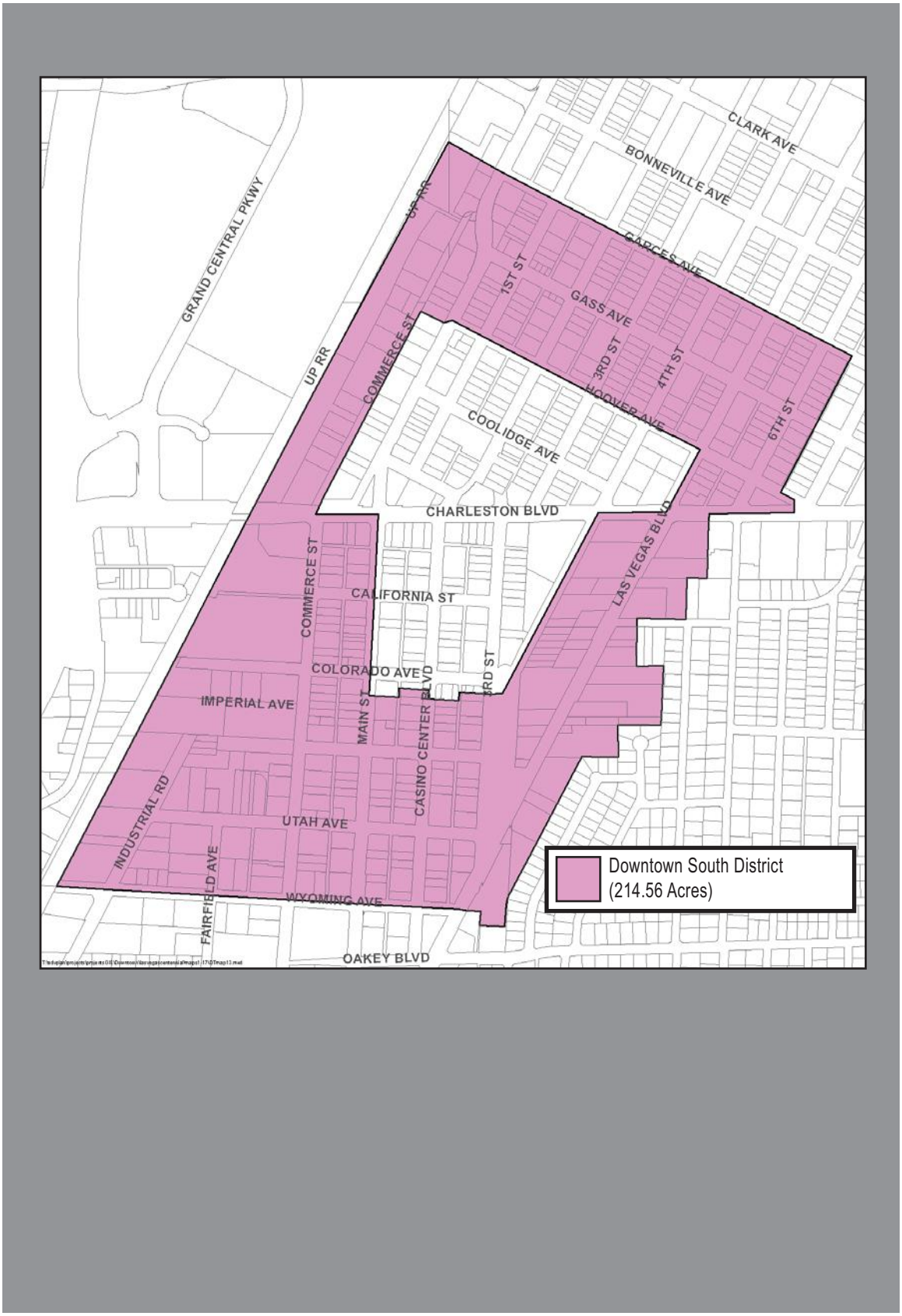
No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

h. **Fences/Walls.**

Fences/walls may be up to eight feet (8') as measured from the finished grade of the property for non-residential properties. Walls must be decorative in nature with a minimum of 20 percent contrasting material







MAP 12: DOWNTOWN SOUTH DISTRICT

for all C-M, and M zoned property. No perimeter landscape is required for non-residential properties. Residential properties must adhere to Title 19.08.040.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

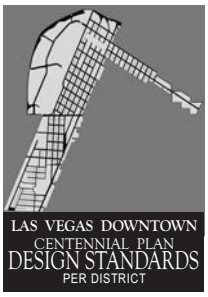
f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.



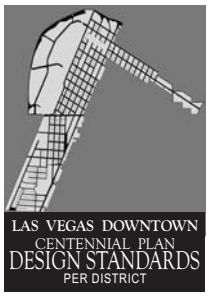
Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.

h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.



i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.

4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead

lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

b. **North-South Streets.**

Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. **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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals. (Photo 17)

d. **Flood Control Development Standards.**

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10′ feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

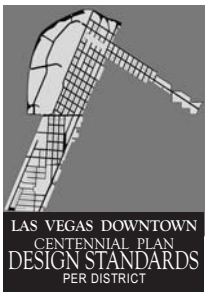
e. **Bus Turnouts.**

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.

5. Architectural Design Standards.

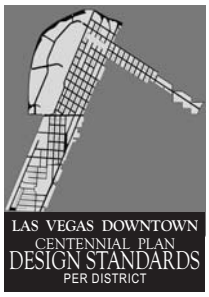
a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.



b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).

d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.



e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).

f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with current Title 19.14, Sign Standards as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District, and shall be reviewed by the Downtown Design Review Committee.

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.

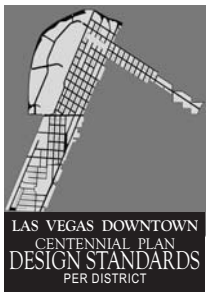
8. **Construction Standards.**

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.
3. The construction fencing shall be no higher than 12 feet.
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.



c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.

D: 18b THE LAS VEGAS ARTS DISTRICT (MAP 13).

1. Site Planning Standards.

a. Setbacks.

All structures located in 18b The Las Vegas Arts District are exempted from the automatic application of the building setbacks called for in Title 19.08. This exemption does not prohibit the Planning Commission or the City Council from imposing a setback in connection with the approval of a Site Development Plan.

b. **Lot Coverage.**

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

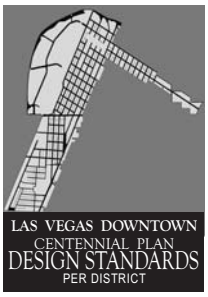
All power lines shall be located underground from the nearest street access to the project site.

f. **Alleys.**

Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

g. **Encroachments.**

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

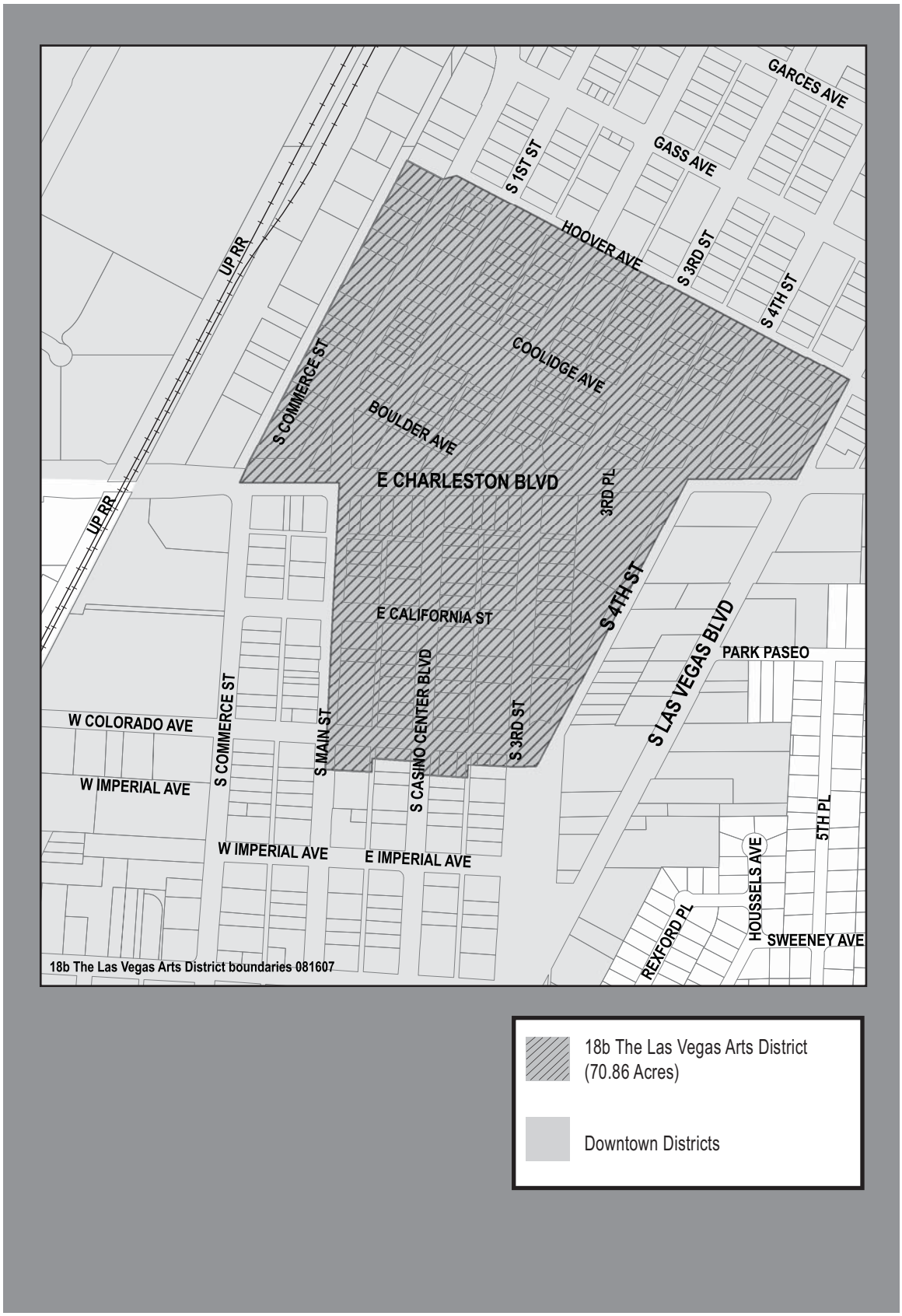


2. Permitted Uses:

(Definitions found in Title 19.20)

1. Residential and Lodging Uses

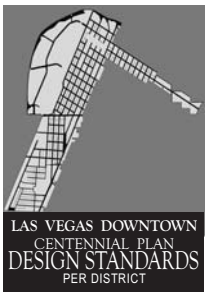
- Condominium
- Home Occupation
- Hotel or Motel
- Multifamily

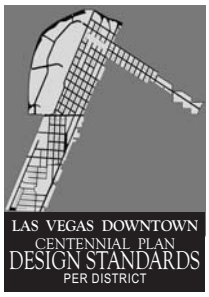


MAP 13: 18b THE LAS VEGAS ARTS DISTRICT

- Single Family-attached
- Mixed-Use (Special Use Permit required)
- Townhouse
- Limited Timeshares and Fractional Ownership (Special Use Permit required)
- Live/Work

2. Institutional and Community Service Uses
   - Child Care Center
   - College, University or Seminary (Special Use Permit required)
   - Government Facility
   - Library, Art Gallery or Museum-Public and Private
   - Music Conservatories, Dance Schools and Art Instruction
   - Public or Private School, Primary (Special Use Permit required)
   - Public or Private School, Secondary (Special Use Permit required)
3. Office and Professional Uses
   - Financial Institution without Drive-through
   - Hypnotherapy
   - Medical Office
   - Office, Other than Listed
4. Recreation, Entertainment and Amusement Uses
   - Billiard Parlor or Pool Hall (Special Use Permit required)
   - Commercial Amusement/Recreation - indoor
   - Health Club
   - Night Club (Special Use Permit required)
   - Private Club, Lodge or Fraternal Organization
   - Public Park or Playground
   - Performing Arts and movie theaters
   - Horse-drawn carriage rides (Special Use Permit required)
5. Retail and Personal Services
   - Antique/Collectible Store
   - Astrologer, Hypnotist, or Psychic Art and Science (Special Use Permit required)
   - Banquet Facility
   - Catering Service
   - Copy Center
   - Dry Cleaners
   - General Personal Service
   - General Retail, other than listed, 3,500 sq. ft. or less.
   - Hotel Lounge Bar (Special Use Permit required)





- Jewelry Store, Class III (Special Use Permit required)
- Jewelry Store, New
- Laundry, Self-Service
- Liquor Establishment-Tavern (Special Use Permit required)
- Massage, Accessory Use
- Museum or Art Gallery-Private
- Restaurant with Service Bar (Special Use Permit required)
- Restaurant, 2,000 sq. ft or more, w/o Drive-Through
- Restaurant 2,000 sq. ft. or less, w/o Drive-Through
- Sale of new and used vehicles within an entirely enclosed building, with no automotive repair (Special Use Permit required)
- Supper Club (Special Use Permit required)
- Tattoo Parlor/Body Piercing Studio (Special Use Permit required)
- New and used Books
- New and Used/Vintage Clothing
- New and Used CD's/Records/Videos
- Urban Lounge (Special Use Permit required)
- Wedding Chapel

6. Commercial and Business Services
   - Desktop Publishing
   - Electrical, Watch, Clock, Jewelry and Similar Repair
   - Off-Premise Advertising Sign (Special Use Permit required) In addition to the complying with all criteria listed in Title 19, Off-Premise Advertising Signs, shall be directly mounted to and flush with the wall of a structure, and shall not be freestanding, mounted on top of a roof, or project past the walls or roof of a building.
7. Industrial and Manufacturing
   - Light Assembly and Fabrication
   - Printing and Publishing
8. Wholesale, Distribution and Storage
   - Wholesale Showroom Facility
9. Utilities, Communications and Transportation
   - Monorail (Special Use Permit required)
   - Mounted Antenna of 15' or less
   - Surface Parking Lot
   - Parking Structure
   - Recording Studio

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

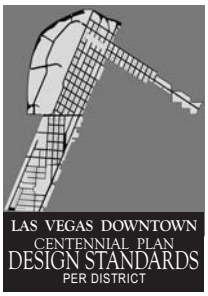
g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.



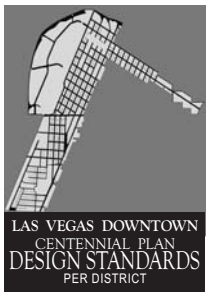
h. **Parking Lot Access.**

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. **On-Street Valet Parking.**

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. **Right-of-Way Improvements.**

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

b. North-South Streets.

Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. 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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals.

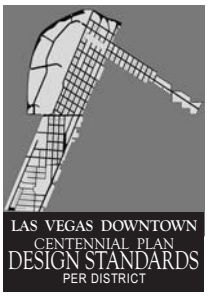
d. Flood Control Development Standards.

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10′ feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. Bus Turnouts.

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.



5. Architectural Design Standards.

a. Façade Configuration.

The goal of the Arts District is to encourage building design that contributes to the quality of life in an active, aesthetically considered manner. Street level design should enliven the street with visual continuity of activity from interior uses to the pedestrian experience. Extended, solid walls are discouraged at the street level. Wherever solid walls are present, surface treatment that contributes to the aesthetic character of the façade is encouraged to provide visual interest. This may include but is not limited to color, murals, surface articulation, texture, and graphics.

b. Shading/Climate Control.

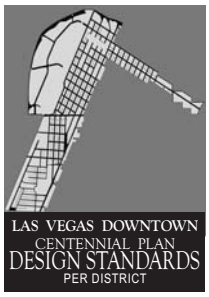
The use of arcades, awnings, canopies, and other shade devices is required. The incorporation of misting systems at the pedestrian level is also strongly encouraged to complement the objectives of this plan.

c. Exterior Materials.

Exterior materials of all buildings shall contribute to the artistic character and quality of life of the District.

d. Screening Requirements.

Service areas (including storage, special equipment, maintenance, trash dumpsters and loading areas) shall be screened from pedestrian or street view with elements that contribute to the aesthetic expression of the building.



e. Service and Loading Areas.

All service and loading areas shall be positioned so service vehicles will not disrupt traffic flow to or from the site or within parking lots. No service, storage, maintenance or loading area may extend into a setback area.

f. Rooftop mechanical equipment.

No highly reflective material or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building view.

g. Reflective glass.

Reflective or tinted glass shall 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 shall be used on ground floors in all pedestrian-oriented areas.

h. Architectural Details

Architectural details shall be carried on all sides of a building

6. Signage Standards.

a. In order to encourage a diverse and visually interesting environment, signage in the Arts District is exempt from the automatic application of size, type and area limitations. However, the exemption does not prohibit City staff, Planning Commission, and the City Council from imposing limitations on the approval of such signage. Construction, location, installation, maintenance and issuance of certificates for signage shall be in accordance with Title 19.14.

b. For development that is subject to the Site Development Plan Review process as described in Title 19.18, signage shall be reviewed and approved as part of the development plan for the property.

c. For all other applications, signage shall be reviewed and approved by the Planning & Development Department staff.

d. Signage shall reflect the arts-related nature of the district by incorporating artistic details, sculptural elements, three-dimensional features, ornate designs, or other similar expressive elements.

e. Signage shall be consistent with the architectural character of the building to which it is attached or related.

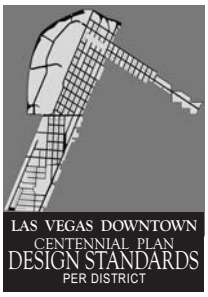
f. The size and area of the signage shall be appropriate to the business being advertised (Planning & Development Staff determine appropriateness).

g. Wall signage shall be designed as an integral element of the façade and shall be appropriately sized and located relative to other façade elements.

h. The signage may be internally or externally illuminated, provided it does not create unnecessary glare or pose impacts to residential units or abutting properties.

i. Murals or other artistic treatments that do not contain a commercial message are not considered signage.

j. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District, and shall be reviewed by the Downtown Design Review Committee.



7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

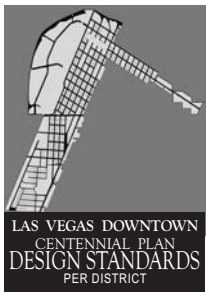
f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.



8. Construction Standards.

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.

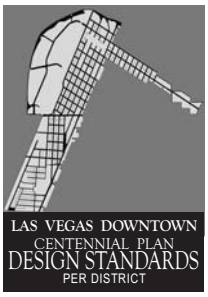
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.

c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.

2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.

3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.



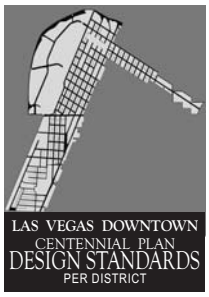
9. Transit Corridor Design Standards.

a. Properties that directly abut the Monorail right-of-way are subject to the Transit Corridor Design Standards.

b. Residential development is not permitted on the first floor of such buildings.

c. Buildings shall be a minimum of 3 stories or 45 feet high unless waived by City Council.

d. Surface parking lots are not permitted within 600' of a monorail station.



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E: PARKWAY CENTER DISTRICT (MAP 14).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage. Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied in accordance with the requirements of Title 19.06.

d. Service Areas.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall be oriented away and screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of a development.

f. Encroachments.

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses. Only the following uses are permitted:

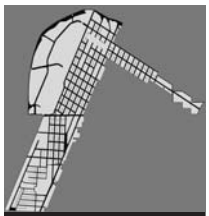
(Definitions found in Title 19.20)

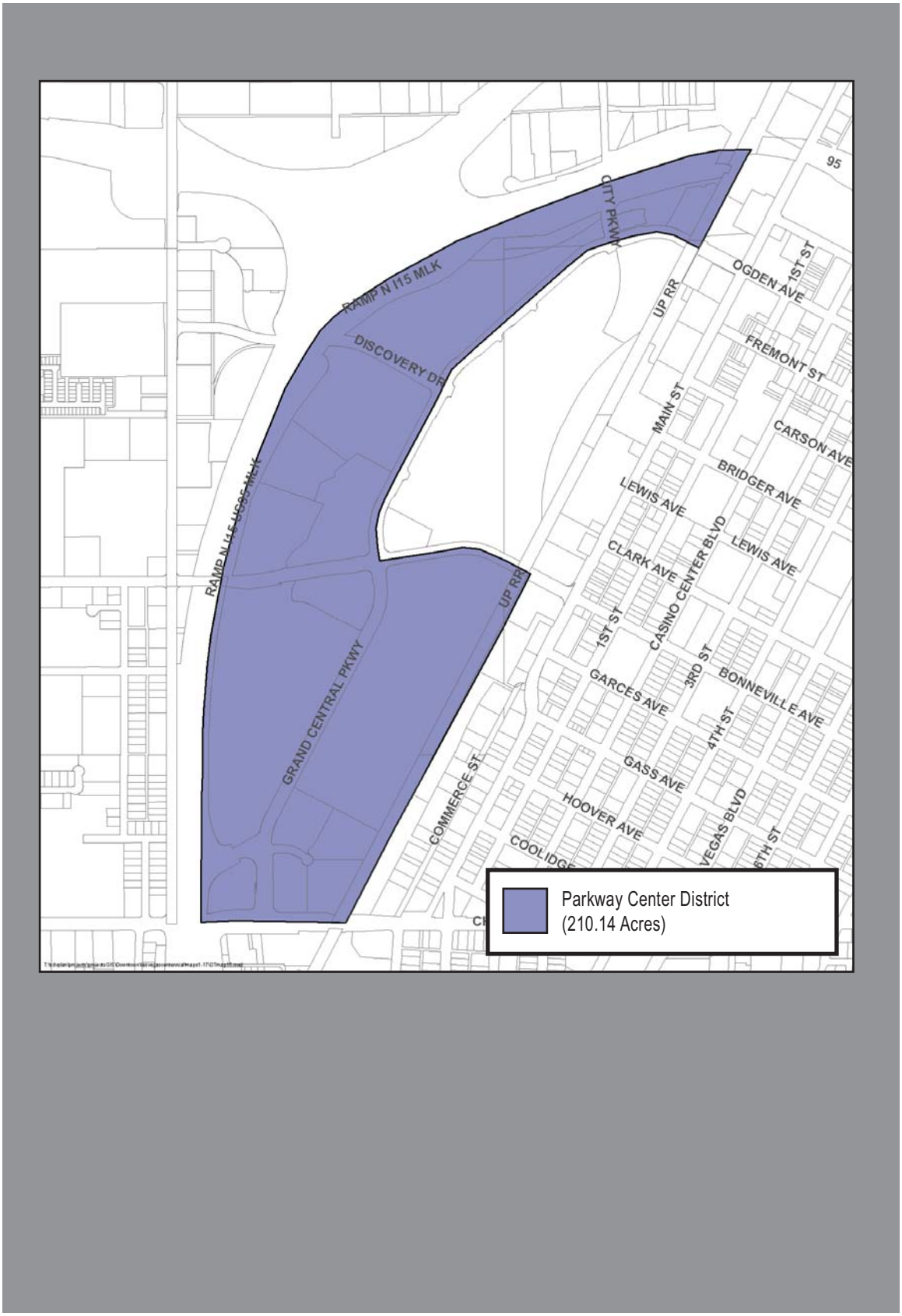
a. Residential and Lodging Uses

- Condominiums or Apartments
- Home Occupation
- Hotel

b. Institutional and Community Service Uses

- Museums
- Performing Arts Center
- Children's Day Care





MAP 14: PARKWAY CENTER DISTRICT

c. Office and Professional Uses
- Professional and General
- High-Technology
- Service
- Research and Development
- Major or Minor Medical
- Flexible Office/Work Space, Class B
- Internet and High-technology incubators
- Computer server farms
- Internet backbone facilities
- Government and Public Offices
- Bank/Credit Union/Savings and Loan/Trust

d. Recreation, Entertainment and Amusement Uses
- Casino/Hotels (only within Gaming Enterprise Overlay District
- Nightclub
- Sports Stadium

e. Retail and Personal Services
- General Retail
- Convenience Retail
- Restaurant/Delicatessen/Coffee Shop/Bakery
- Health Club

f. Commercial and Business Services
- Off-Premise Advertising Sign (Special Use Permit required; may be freestanding or directly mounted to and flush with the wall of a structure)
- Trade Center/Wholesale and Retail Showrooms
- Exhibition Space
- Conventions

g. Industrial and Manufacturing

h. Wholesale, Distribution and Storage

i. Utilities, Communications and Transportation
- Transportation Center
- Heliport
- Monorail
- Gasoline Sales Facilities
- Parking Facilities

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

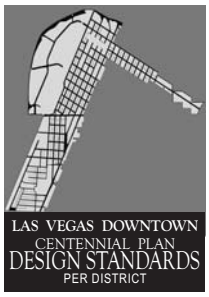
c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Lot Screening.

Where a parking lot abuts a public street, a 42-inch high decorative fence shall be provided to screen the parking lot from the right-of-way. The design of the screen fence shall be in conformance with the specifications described in Graphic 10.

e. Parking Structures.



Above-grade parking structures shall be set back a minimum of 10 feet from public rights-of-way, except where desirable ground-floor uses such as restaurants, retail, and commercial facilities are incorporated into the first floor of the structure, accessible from and directly facing the public right-of-way. In this case, the setback is not required and the applicable build-to requirements apply. Where the 10-foot setback is required, a landscape buffer shall be provided to screen the structure at the pedestrian level, and shall include 24-inch box shade trees planted at a minimum of 20-feet on center, with a minimum of (4) five-gallon shrubs for each required shade tree. The exterior walls of all parking structures shall be designed to be compatible with the color, texture, detailing, and articulation of the principal building or surrounding buildings. All interior surfaces of parking structures shall be painted with a complimentary color.

f. Temporary Parking Facilities.

When a development requires a temporary parking lot (up to a maximum of 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan per LVMC 19.18.

g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways in accordance with the requirements of LVMC 19.10. Surface treatments including paving and striping shall be maintained in good conditional at all times. Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscape area, street, or alley. Each bumper shall be installed a minimum of two feet from the edge of the sidewalk, landscape area, street or alley. Parking spaces directly adjacent to buildings are discouraged.

h. Parking Lot Landscaping.

A minimum of one shade tree per six parking spaces shall be provided in landscape islands and/or on the perimeter of surface parking lots.

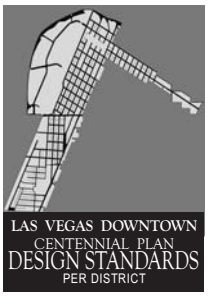
A minimum of 10 square feet of landscape area shall be provided for each surface parking space.

i. **Parking Lot Access.**

Wherever possible, adjacent parcels requiring access drives shall share a common centrally-located access drive. Wherever a driveway is abandoned, the owner shall remove all drive-way pavement and approach, reinstall the curb and gutter, and landscape the area to match the adjacent landscaping or streetscape.

j. **On-Street Valet Parking.**

On-Street Valet parking is permitted within the Las Vegas Downtown Centennial Plan area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

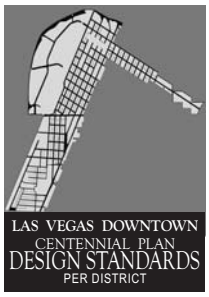
b. **North-South Streets.**

Major north-south streets (Grand Central Parkway) shall be designed thematically with Deglet-Noor Date Palms or similar type palms as

the primary landscape element. Said trees shall be 25 feet or greater in height to the top of the brown trunk and be spaced at a maximum of 30 feet on center. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees (24-inch box minimum) may be interspersed between the palm trees. All other north-south streets shall only have shade trees (36-inch box minimum), and shall have a minimum spacing of 15 feet on-center and a maximum spacing of 20 feet on-center.

c. 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 landscape element. Said trees shall be a minimum 36-inch box, and shall have a minimum spacing of 15 feet on-center and a maximum spacing of 20 feet on-center.



d. Flood Control Development Standards.

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10-foot wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. Bus Turnouts.

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.

5. Architectural Design Standards.

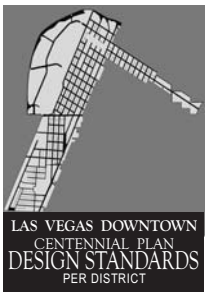
a. Permitted Exterior Materials.

The exterior materials of all buildings shall contribute to a cohesive physical environment and shall convey a sense of permanence and continuity. Materials and colors shall be consistent with the standards contained herein. The following are permitted exterior building finish materials:

- Stone
- Synthetic or Simulated Stone Products
- Brick, Block or Terra Cotta Masonry

- Finished Metal Systems
- Glass
- Decorative Concrete Masonry Units (CMU)
- Panelized E.I.F.S. (Exterior Insulation and Finish System)
- Tilt-Up Concrete Panel Systems (limited to secondary and flex-space buildings)

For buildings that are five stories or less in height, stone cladding or a stone and glass system shall be used to a height of not less than 15 feet above finished ground level or up to the second story windowsill height, whichever is greater. For buildings over five stories in height, stone cladding or a stone and glass system shall be used to a height of not less than two (2) feet below the third story windowsill.



b. Prohibited Exterior Materials.

The use of the following exterior building material finishes, as the main finish material or where visible from the street or any primary pedestrian routes, shall be prohibited:

- Mirrored glass
- Darkly-tinted glass at ground level
- Wood and asphalt shingles
- Corrugated fiberglass or sheet metal products
- Plastic laminates
- Ceramic tile

c. Glazing.

Reflective or tinted glass shall 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 a minimum of 60 percent shall be used on ground floor of structures. The use of high performance glazing is encouraged.

d. Roof and Cornice Design.

Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and continuous on all sides (Graphic 17).

e. Façade Articulation.

Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expressions zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone

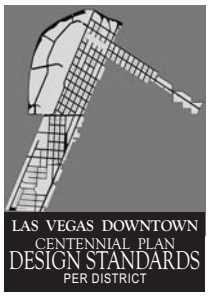
to create visually interesting facades. Building surfaces over 20 feet high or 50 feet in length shall be relieved with a change of wall plane or by other means that provide strong shadow and visual interest (Graphic 18).

f. Shade Structures.

The use of arcades, awnings and canopies on the ground floor of building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

g. Building Entry.

The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line/ and/or through the use of canopies or awnings, etc. (Graphic 18).



h. Fencing.

Moderate use of decorative metal fencing is allowed provided that it coordinates with the color and architecture of neighborhood buildings. Property screening or fencing using wood or plastic materials is prohibited. Chain link fencing is prohibited except as temporary construction fencing in conjunction with obtaining a temporary construction permit.

i. Retaining Walls.

Retaining walls, as necessary, shall be designed as an extension of the architectural character of the building. When abutting the building directly, retaining walls shall use the same architectural materials. When retaining walls are constructed as independent site elements, alternate surface materials, compatible with the adjacent development, may be proposed within the same color palette.

6. Signage Standards.

a. Applicability.

The design, installation, and maintenance of all signs shall be in full conformance with the requirements of LVMC 19.14, "Sign Standards," as revised and amended, except as otherwise provided herein.

b. General Signage Design Standards.

1. Colors and materials shall be consistent with the surrounding architectural materials.

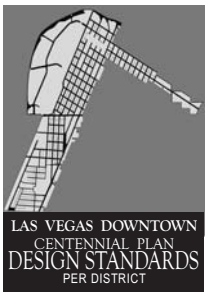
2. Signs shall be easily read from the pedestrian level. Significant contrast between the background and letter should be used to contribute to the legibility of the information.

3. All freestanding signs shall be placed perpendicular to approaching vehicular traffic for easy visibility. They should be located so that vehicular site distances around entry drives and intersections are not negatively affected.

c. Permitted Signage.

Only the following signs are permitted:

- Freestanding monument signs at entry points into the planned development.
- Existing Interim Billboard Signs, to be removed or architecturally updated with adjacent development.
- Guide signs within the planned development to enhance traffic circulation.
- Modular wall signs, including hanging signs and parapet signs no greater than 50 square feet in area.
- Modular awning signs no greater than 25 square feet in area.
- Public utility signs.
- Animated signs.
- Neon signs.
- Letters and/or copy incorporated into the architectural structure of the building façade, parapet walls, or fascia as part of the architectural expression.



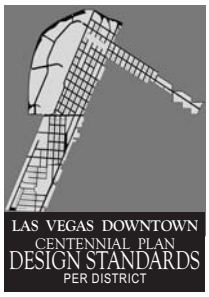
d. Prohibited signage.

The following signs are expressly prohibited in the Parkway Center:

- Temporary A-frame signs.
- Beacon lights.
- Bench signs.
- Changeable copy signs.
- Tethered balloons.
- General advertising signs.
- Magnetic signs.
- No new Off Premise (Billboard) signs
- Portable signs.
- Paper, cloth or plastic streamers.
- Painted signs on display windows with temporary paint.
- Pennants.
- Roof signs.
- Statuary with lettering or graphics.
- Pole signs.
- Painted wall signs.

e. Specific Standards-Building Identification Signs.

All office buildings shall be identified with freestanding monument signs oriented to streets and/or primary pedestrian routes. Identification signs shall clearly display the building's street address at the top and provide space for appropriate recognition of the building's primary tenants. Building identification signs shall be located adjacent to a public right-of-way, and shall comply with all sight visibility requirements at all street intersections and driveways. The sign shall be located no more than 100 feet from the principal building on the site.



f. Specific Standards-Wall Signs.

1. All signs shall fit within the architectural frame or sign band of the storefront, or occupy the same square footage to enhance the architectural character of the buildings.
2. The size of any sign shall be consistent with the proportions of the scale of building elements in the façade.
3. All signs should establish a façade rhythm, scale and proportion where not currently existing.
4. All signs should be appropriate in color and texture to the building on which it is placed.
5. No building signs shall be permitted above the bottom of the second floor windowsill. Signs above this height may be allowed for a maximum of two (2) tenants per office building or for the name of a hotel and are limited letter signs, either illuminated or non-illuminated, with one (1) square box sign allowed in which a logo can be illuminated.
6. The identification of each building or store's address is required. A minimum of six-inch high numbers should be used to identify the address. This should be located within ten (10) feet of the main entry, and in conformance with LVMC 13.28.

7. Landscape Standards.

a. Drought Plan.

All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. General Landscape Design Standards.

A gradation of plant materials shall be planned, progressing from low-maintenance, water conserving plants along streets and primary pedes-

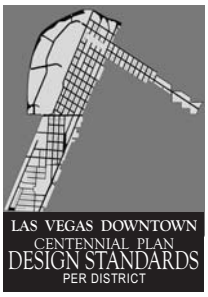
trian routes, to more concentrated planting schemes with more lush plants and more intensive maintenance in public open spaces and near building entrances. Larger landscape areas shall be predominantly low-maintenance, drought-tolerant materials. High-maintenance materials shall be concentrated in areas where pedestrians will frequently come into contact with them, such as at building entrances and public plazas.

c. **Minimum Landscape Area.**
At Planning & Development Department staff's direction, perimeter landscaping may be required depending on the design of the project and its relationship to the lot and/or the surrounding area.

d. **Plant Coverage.**
Trees are required in landscaped areas at the minimum rate of one (1) tree per 500 square feet of landscape area; however, tree spacing shall not exceed 30 feet on center. Trees provided in public rights-of-way do not count towards this requirement. Trees shall be a minimum 36-inch box, and a minimum of four 5-gallon shrubs shall be provided for each required tree.

e. **Landscape Maintenance.**
All plant materials shall be maintained in good order, and shall receive acceptable levels of professional maintenance per industry standards, including irrigation controls, fertilizer, staking, and pruning, as necessary. Owners shall cause dead or dying plant materials to be replaced within 30 days, with such replacements to match the mature size and caliber of surrounding plant materials.

f. **Cooperative Maintenance of Public Landscapes.**
Consideration shall be given to the creation of a landscape maintenance association, special improvement district, or some other organizational tool for the maintenance of common landscape and landscape within rights-of-way.

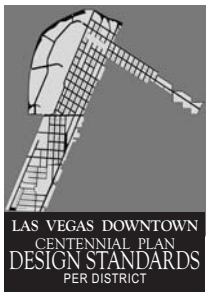


8. **Construction Standards.**

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.
2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.
3. The construction fencing shall be no higher than 12 feet.
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.



c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.

F: CENTRAL CASINO CORE DISTRICT (MAP 15).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. Alleys.

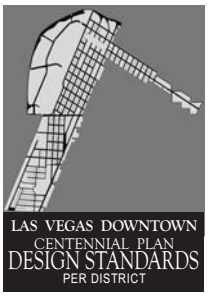
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

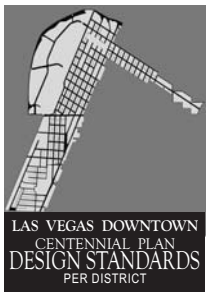
g. Encroachments.

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.







MAP 15: CENTRAL CASINO CORE DISTRICT

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

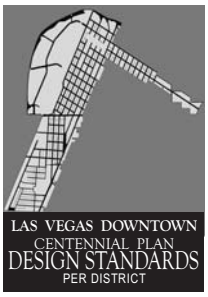
g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.



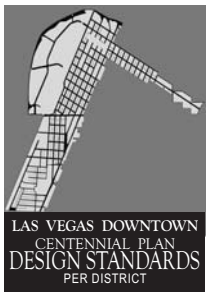
h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

b. **North-South Streets.**

Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. **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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals.

d. **Flood Control Development Standards.**

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10' feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. **Bus Turnouts.**

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.

5. Architectural Design Standards.

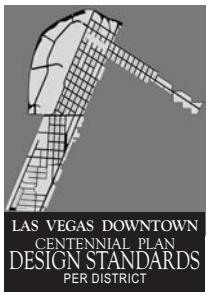
a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).

d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).



f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with current Title 19.14, Sign Standards as revised and amended, except where Title 19.06.100, the Downtown Casino Overlay District applies.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District.

c. All signage subject to review and approval by the Downtown Design Review Committee.

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.

8. **Construction Standards.**

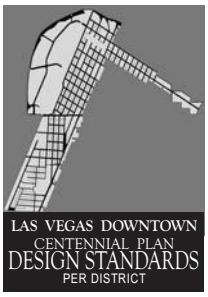
a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.



4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.

c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.

G: NORTHERN STRIP GATEWAY DISTRICT (MAP 16).

1. Site Planning Standards.

a. Setbacks.

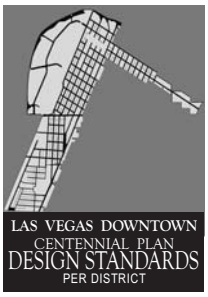
Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement. Industrial zoned properties are exempt from this requirement.

A required fifteen foot (15') setback from back of curb will include a ten foot (10') wide sidewalk and a five foot (5') wide landscaped strip in front of wall / fence.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.



b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

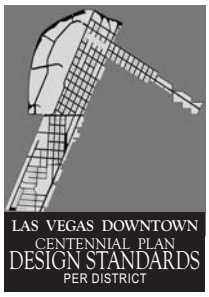
All power lines shall be located underground from the nearest street access to the project site.

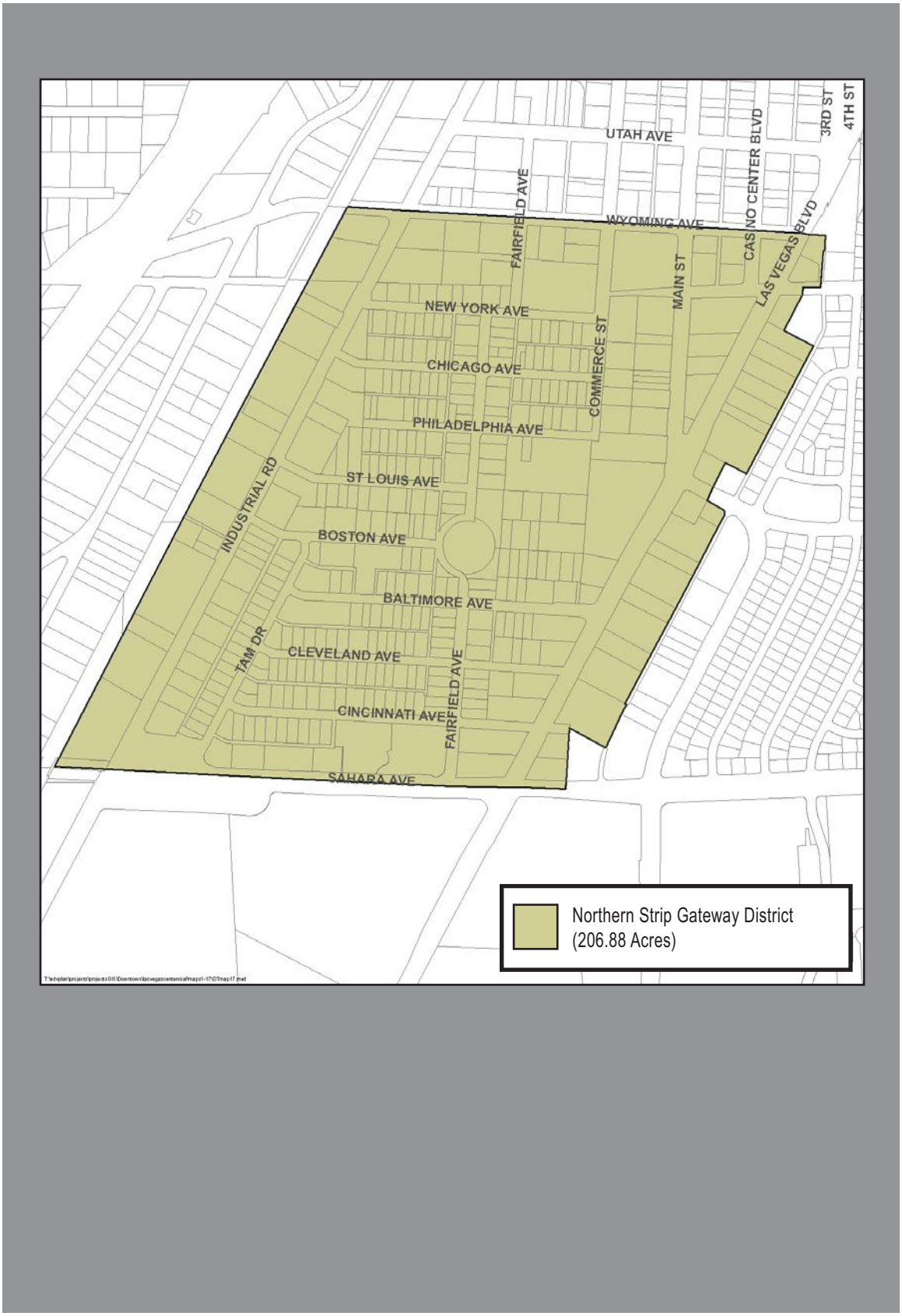
f. Alleys.

Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

g. Encroachments.

No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.





MAP 16: NORTHERN STRIP GATEWAY DISTRICT

h. Walls and Fences.

Decorative eight foot (8') solid block walls are permitted on all sides, to include 20% contrasting material. When such walls are adjacent to a public street a three foot (3') wide landscape strip is required, utilizing clustered three to five (3-5) gallon shrubs and one 15-gallon decorative tree every 20 feet.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

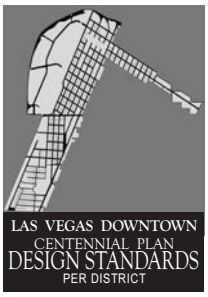
Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.



Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.

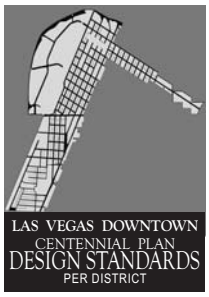
h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12), except in M and C-M zoned areas where a five foot wide sidewalk with a five foot wide amenity area may be permitted.

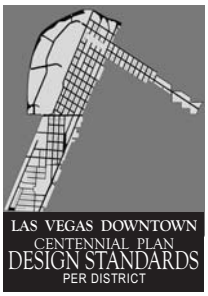
The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.



b. **North-South Streets.**

Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. **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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals.

d. **Flood Control Development Standards.**

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10′ feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. **Bus Turnouts.**

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

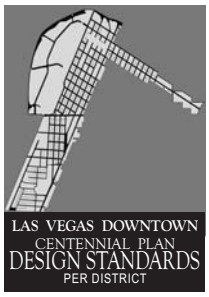
As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.

5. Architectural Design Standards.

a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).



d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).

f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with current Title 19.14, Sign Standards as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District, and shall be reviewed by the Downtown Design Review Committee.

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

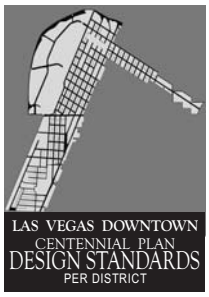
i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.

8. Construction Standards.

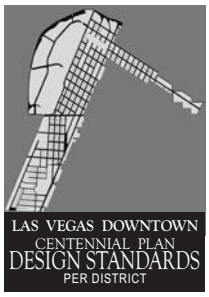
a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements



listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.
2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.
3. The construction fencing shall be no higher than 12 feet.
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City traffic engineer.



c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.

H: EAST VILLAGE DISTRICT (MAP 17).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. Alleys.

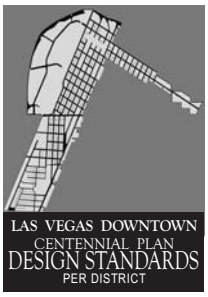
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

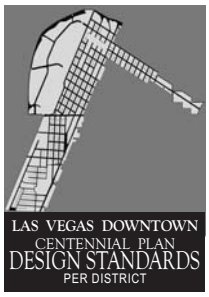
g. Encroachments.

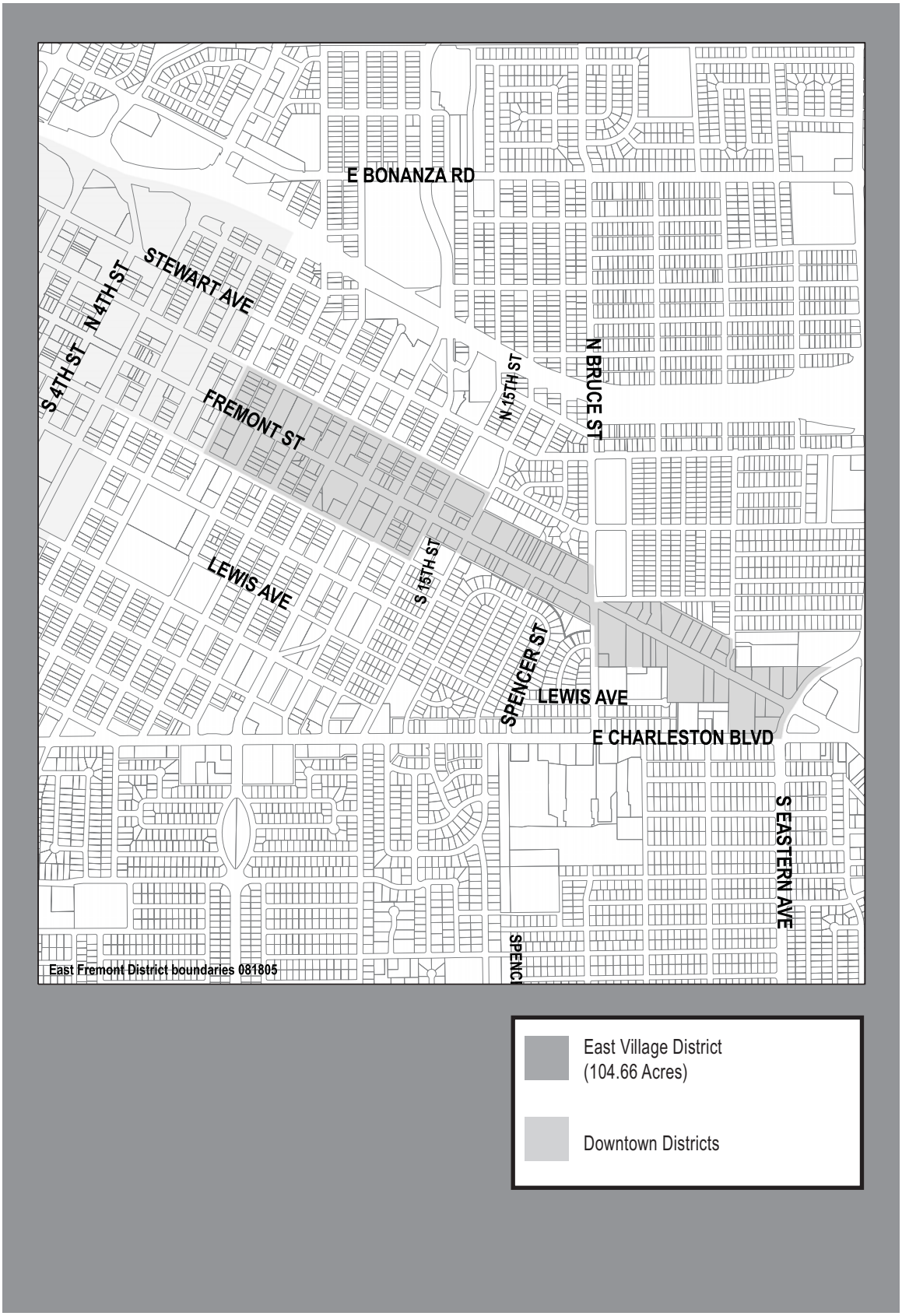
No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.







MAP 17: EAST VILLAGE DISTRICT

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

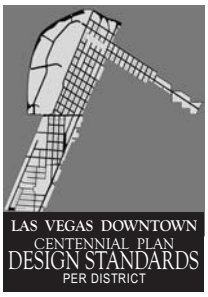
g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.



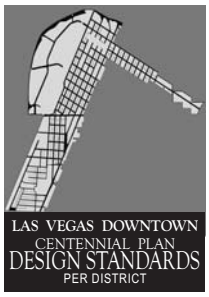
h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

b. East-West Streets.

Fremont Street shall be designed thematically with Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees as the primary landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals.

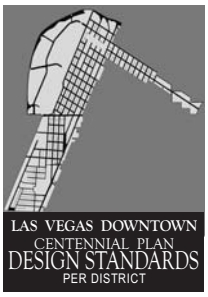
c. Flood Control Development Standards.

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10' feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

d. Bus Turnouts.

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.



5. Architectural Design Standards.

a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).

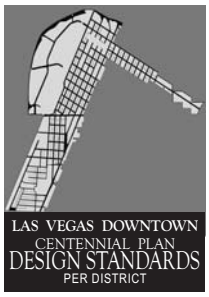
d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount

of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).

f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.



6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with current Title 19.14, Sign Standards as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District, and shall be reviewed by the Downtown Design Review Committee.

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

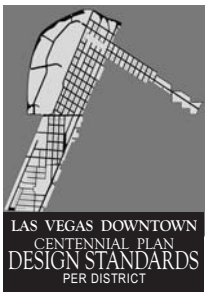
f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.



8. **Construction Standards.**

a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

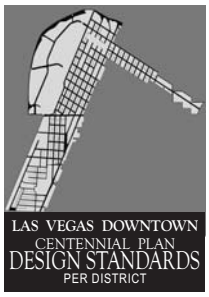
2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.

4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City traffic engineer.

c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.



I: FREMONT EAST DISTRICT (MAP 18).

1. Site Planning Standards.

a. Setbacks.

Front: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Corner Side: 70% of the first story façade shall align along the front property line. Arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy this requirement.

Side: No side yard setback is required.

Rear: No rear yard setback is required.

b. Lot Coverage.

Lot coverage shall be limited only by setback requirements.

c. Height.

Height limits are not automatically applied as called for in Title 19.08.

d. Service Area.

Service areas and loading docks shall not be located at frontage lines. All auto-related facilities (working bays, storage, etc.) shall orient away and be screened from public view.

e. Utilities.

Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project.

All power lines shall be located underground from the nearest street access to the project site.

f. **Alleys.**

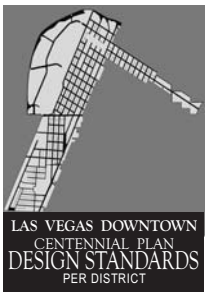
Alleys that are not abandoned with new development shall be redeveloped to conform to the standard alleyway treatment (Graphic 8).

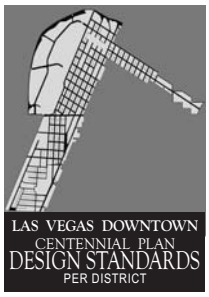
g. **Encroachments.**

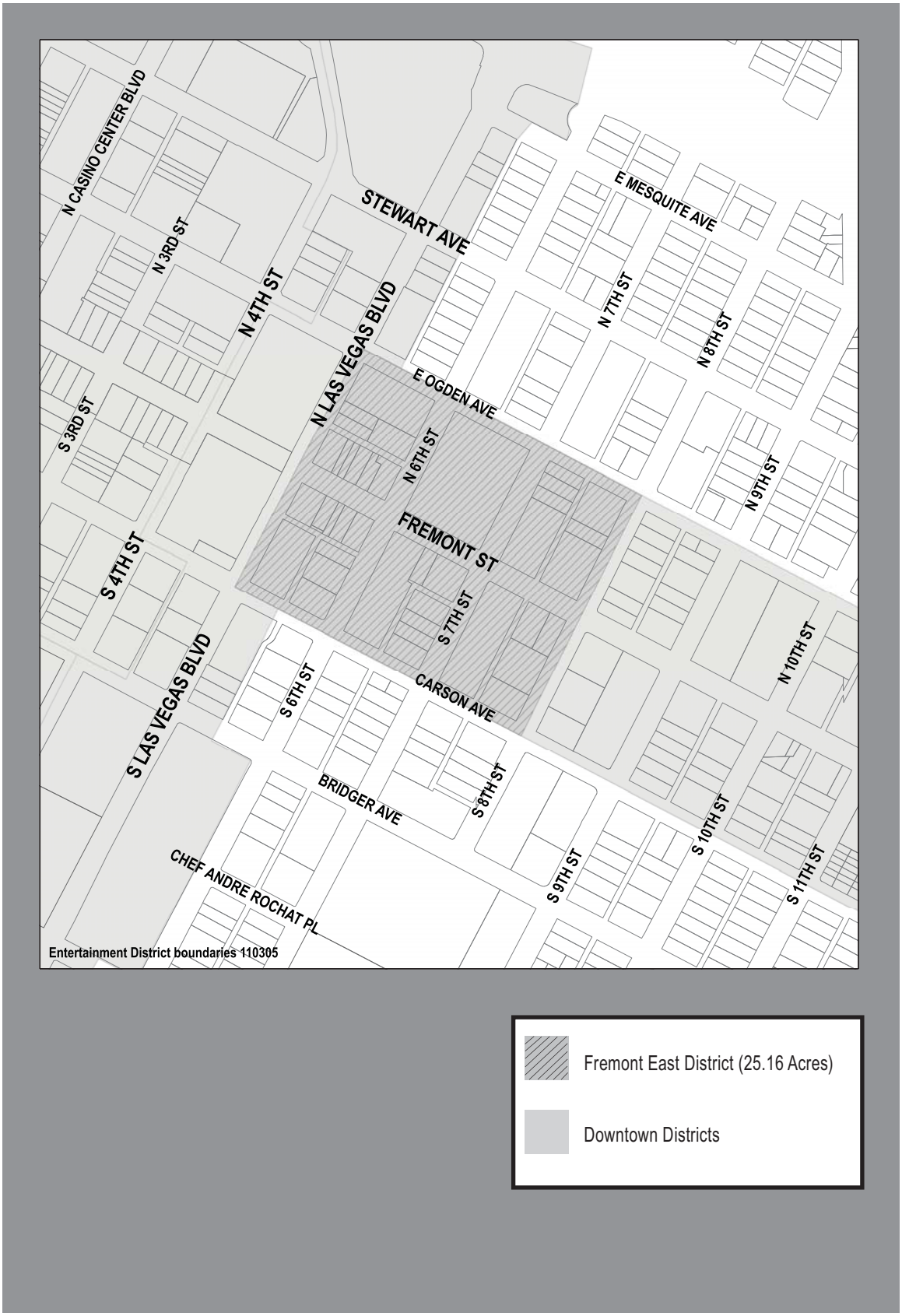
No building encroachments are permitted. No vacations of the street right-of-way shall be permitted for expanding the building footprint.

2. Permitted Uses.

Per Title 19.04.010 Land Use Table.







MAP 18: FREMONT EAST DISTRICT

3. Parking and Related Standards.

a Title 19.10 Parking Standards are not automatically applied.

b. Handicapped Parking.

Per Title 19.10(G).

c. Loading.

Per Title 19.10.020 Loading Standards are not automatically applied.

d. Parking Screening.

When parking lots face public streets, ornamental screen and landscaping shall be incorporated (Graphic 10).

e. Parking Structures.

Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure on all frontages. Such structures shall have no front or corner side setback (Graphic 11).

Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.

Where parking structures do not incorporate ground level retail, office and/or restaurant space then a ten-foot landscaped setback is required. Said setback shall have sufficient enough landscaping as to block the parking structure from view at the pedestrian level.

f. Temporary Parking.

When a development requires a temporary parking lot (up to 36 months), a solid parking surface and streetscape amenities are required, but the interior landscaping requirements may be waived by filing a Minor Review of Site Development Plan {Title 19.18.050F(2)}.

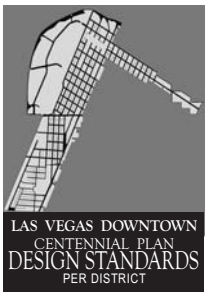
g. Parking Lot Development Standards.

All off-street surface parking lots shall be paved and include access aisles and driveways. Surface treatments including paving and striping shall be maintained in good condition at all times.

Surface parking lots shall provide a minimum of one shade tree for every six spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.

Bumpers or tire stops shall be provided for all parking stalls heading into a sidewalk, landscaped area, street, or alley. Each shall be installed at a minimum of two-feet from the beginning of said sidewalk, landscaped area, street, or alley.

Parking spaces directly adjacent to buildings are discouraged.



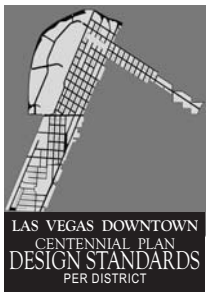
h. Parking Lot Access.

When possible, adjacent parcels requiring access drives shall share a common centrally located access drive.

Wherever a driveway is abandoned, the owner shall remove all driveway pavement and approach, re-install curb and gutter, and landscape the area to match the adjacent landscaping/streetscape.

i. On-Street Valet Parking.

On-Street Valet parking is permitted within the Centennial Planning area. Requests for an on-street valet parking permit must be made in writing and shall be accompanied by a filing fee to the City Traffic Engineer. A right-of-way usage fee may also apply. The City Traffic Engineer is solely responsible for issuing on-street valet permits with conditions that are in the best interest of the City and the general safety of the public.



4. Streetscape Standards.

a. Right-of-Way Improvements.

All streets shall have a five foot amenity zone and a 10 foot wide, unobstructed sidewalk (Graphic 12).

The surface of the sidewalk should appear as a consistent pattern. At the corners, the sidewalk must ramp down to provide for handicapped access and have stamped pattern concrete (Graphic 13).

The entire 10-foot width of public right-of-way sidewalks shall not exceed a 2 percent slope.

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates in accordance with the Las Vegas Downtown Centennial Plan area models and specifications. Placement and spacing of light fixtures shall be as directed by Public Works.

Supporting landscape and streetscape improvements shall be incorporated into the streetscape design including lighting, and other landscape elements such as freestanding planters, planter boxes and hanging baskets.

Streetlights and decorative pedestrian lights shall be incorporated into any new streetscape improvements per district standards. Overhead lights must provide the ambient light necessary for safety and traffic operations and must meet City of Las Vegas Department of Public Works standards. Pedestrian lights should be placed in a clear geometric pattern with regular spacing to add a sense of order to the street. Roadway lighting shall be installed per the Public Works approved standards.

b. **North-South Streets.**

Shall be designed thematically with Deglet-Noor Date Palms or similar type palms as the primary landscape element. Said trees shall be 25 feet or greater in height and be spaced at 30-feet increments. Southern Live Oak, Shoestring Acacia, African Sumac, Ash and Pistache shade trees may be provided between the palm trees. Said trees shall be 36-inch box trees.

c. **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 landscape element. Said trees shall be 36-inch box trees at 15 to 20 feet intervals.

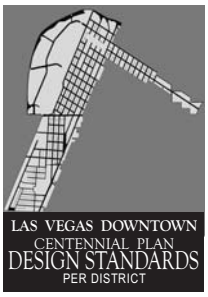
d. **Flood Control Development Standards.**

When the finished floor elevation of the ground floor of a building must be raised above the grade of the adjacent public sidewalk due to flood control purposes, any stairs or ramps to the new finished floor elevation must be accommodated on private property and not within the public right-of-way in order to maintain a consistent 10' feet wide public sidewalk. Said stairs or ramps should be accommodated within an exterior arcade or similar architectural feature (Graphic 12).

e. **Bus Turnouts.**

Charter bus drop-off areas shall be provided in close proximity to the entrances of newly constructed hotels. Parking for buses shall be accommodated off-site or in a remote, non-obtrusive location so as not to interfere with the normal flow of traffic.

As appropriate, public bus turnouts shall be required to accommodate bus stops outside existing travel lanes as required by Public Works.



5. Architectural Design Standards.

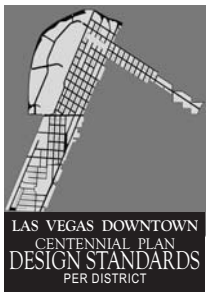
a. Roofs and rooftops shall be designed with consideration to views from above. No highly reflective materials or contrasting colors shall be used. All mechanical equipment shall be screened from street level and surrounding building views.

b. An articulated roofline and/or an articulated cornice shall be designed as a major feature at or near the top of all new buildings and be continuous on all sides (Graphic 17).

c. Extended, blank, expressionless walls at the street level shall be prohibited. The use of expression lines and expression zones utilizing materials, colors, and/or relief shall be required in the pedestrian zone to create visually interesting facades (Graphic 18).

d. The use of arcades, awnings and canopies on the ground floor of a building is required unless waived by City Council as part of a site development plan review. An encroachment agreement with Public Works is required.

e. The main entry of the building from the street shall be appropriately articulated in the architectural design of the building. This shall be accomplished through change in materials, colors, and/or the amount of detailing around the entry; having the entry slightly recessed or protruding from the primary building line; and/or through the use of canopies or awnings, etc. (Graphic 18).



f. Reflective or tinted glass shall 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.

g. Architectural details shall be carried on all sides of a building.

6. Signage Standards.

a. The design, installation, and maintenance of all signs shall be in full conformance with current Title 19.06.100, Downtown Casino Overlay District as revised and amended.

b. Signage for parcels adjacent to Las Vegas Boulevard shall be in full conformance with Title 19.06.140, Scenic Byway Overlay District.

c. All signage subject to review and approval by the Downtown Design Review Committee.

7. Landscape Standards.

a. All landscape plans must comply with the City of Las Vegas Municipal Code Chapter 14.11 Drought Plan. Where landscape standards differ in the Las Vegas Downtown Centennial Plan then Chapter 14.11 will prevail.

b. Landscape and irrigation plans may be combined on the same drawing with required Site Development Plan when lot coverage allows for perimeter landscaping.

c. At Staff's direction, perimeter landscaping may be required depending on the design of the project and it's relationship to the lot and/or the surrounding area.

d. Where perimeter landscape is required, the minimum requirement will be one 24" boxed tree every 20 feet on center with four (5) gallon shrubs per each required tree.

e. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, but not be limited to, rocks and small stones, and crushed rock to a minimum depth of two inches in all areas.

f. When a project is proposed with turf in it's landscape design it will be limited to a maximum of 25% of total landscaped area for commercial and industrial projects and a maximum of 30% for a multi-family project.

g. The clustering of plant material into groups of three or more plants is encouraged.

h. All landscape and irrigation plans shall be prepared and stamped by a registered Architect, Landscape Architect, Residential Designer or Civil Engineer.

i. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive.

j. All landscape located within the public right-of-way shall have an encroachment agreement from Public Works prior to installation.

8. **Construction Standards.**

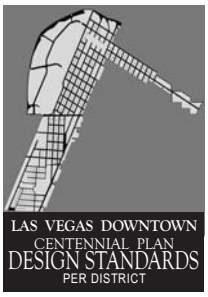
a. **Noise.** The entire Las Vegas Downtown Centennial Plan area shall be considered a commercial use district as related to the noise ordinance, per Title 9.16.

b. **Construction Fences.** Construction fences within the Las Vegas Downtown Centennial Plan area shall be subject to the requirements listed in Title 19.18.100, "Temporary Commercial Permit." In addition to the requirements listed in Title 19.18.100, the following standards shall also apply:

1. Any exposed plywood utilized for construction fencing shall be painted. Where chain link fencing is utilized, a privacy screen shall be utilized so as to screen and protect passersby from the construction activities.

2. The construction fencing shall not be allowed to encroach public rights-of-way, except as otherwise approved by the City Traffic Engineer or designee.

3. The construction fencing shall be no higher than 12 feet.



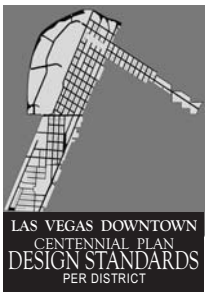
4. Plywood fencing with a canopy over the sidewalk providing a covered walkway shall be required wherever multi-level construction is occurring adjacent to the sidewalk. These covered walkways must be designed per International Building Code Chapter 33, Section 3306 and permitted through the Building Department. Sidewalk closures with pedestrian detouring will not be permitted in lieu of the walkway canopy unless authorized by the City Traffic Engineer.

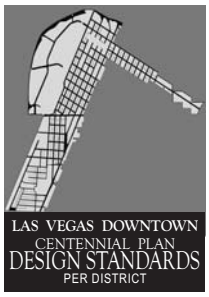
c. **Construction and Real Estate Signs.** Permits for construction and real estate signs shall be issued in accordance with Title 19.14. In addition, the following standards shall apply:

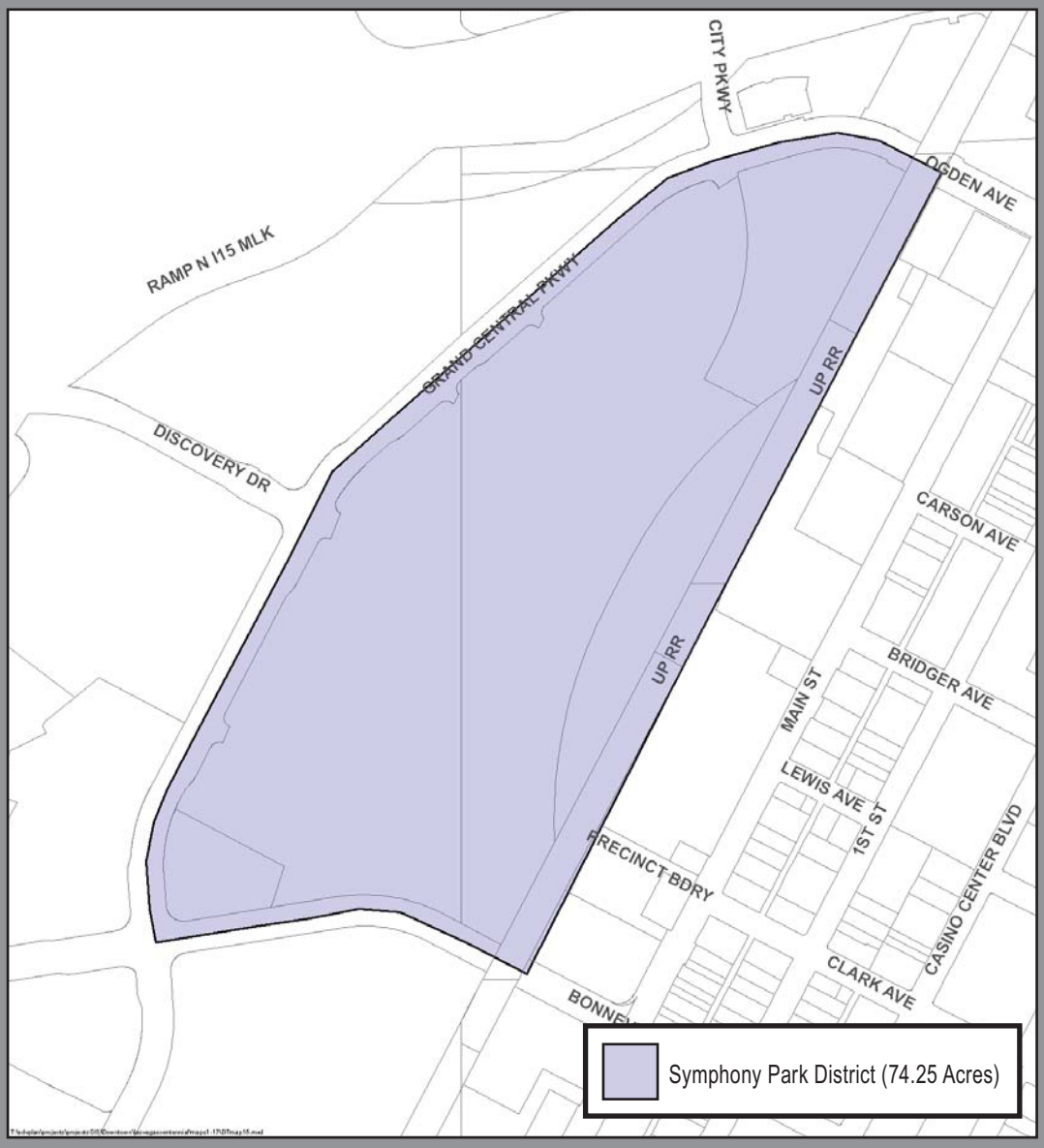
1. Construction signs shall be located on the same site as the approved development, or on the same site as an approved construction yard for that specific development. Real estate signs may be located on the same site as the approved development, or on the same site as an approved Temporary Real Estate Sales Office where allowed.
2. Complimentary directional signage is permitted only for businesses that are directly affected by the new project.
3. Construction and real estate signs may be located directly on construction fencing. In such cases, the minimum setback requirements, maximum area requirements, minimum clearance requirements, and maximum number requirements shall not be automatically applied. Such signage shall be issued via the subdivision development sales signs, a temporary sign permit for up to 24 months. Freestanding construction and real estate signs shall be subject to the requirements listed in Title 19.14.090.

J: SYMPHONY PARK DISTRICT (MAP 19).

For design standards, please refer to Symphony Park Design Standards Manual dated October 23, 2006, adopted by Ordinance 5875 and passed by City Council on January 3, 2007.







MAP 19: SYMPHONY PARK DISTRICT

VII. IMPLEMENTATION

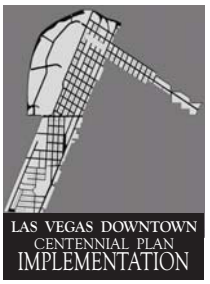
A. STREETS AND INTERSECTIONS

1. **Purpose.**

The existing grid of streets shall be preserved as it assists with the dispersal of traffic in a densely-built urban area. Wherever street closures are approved, pedestrian streets or project driveways shall be provided to continue the grid pattern of the downtown street network.

2. **Requirements.**

The Central Transportation/Access Plan (Map 9) illustrates the primary vehicular network considerations for the Central Core area of downtown. Graphics 6 and 8 provide a cross section view of the typical street layout for downtown. Of particular note are the following strategies:



a. Keep street closures to a minimum where possible.

b. Incorporate the proposed BRT and fixed guideway transit system along Casino Center north of Charleston Boulevard and Third Street south of Charleston with stations near Fremont Street Experience, Bonneville Street and Charleston Boulevard.

c. Establish shared parking structures to provide the opportunity of common shared facilities that generate pedestrian movement between parking and land uses.

d. Boulder Street will be closed to vehicular traffic and become a pedestrian-only public plaza featuring public art.

e. First Street will be reduced to one lane in each direction. Sidewalk shall be ten (10) feet wide with chokers located at all intersections, not including the five foot (5′) amenity area. Parking will be parallel on both sides of the street (Graphic 5).

f. The Regional Transportation Commission has proposed a Bus Rapid Transit (BRT) route and fixed guideway rail system for downtown to be implemented in the near future (Map 10). Additional right-of-way may be required along the route.

g. Landscaping and streetscape is required along all city streets (see district design standards).

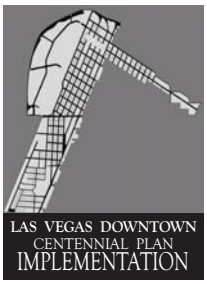
h. To permit the required 10-sidewalk and five-foot amenity area all buildings shall be set back five feet from the property line along:

1) Both sides of Casino Center Boulevard between Charleston Boulevard and Ogden Avenue.

2) Both sides of Third Street between Charleston Boulevard and Imperial Avenue.

3. **Issues.**

Unlike suburban areas where additional right-of-way easements can be obtained to accommodate increased traffic capacity, the existing street right-of-way widths in the downtown area will be maintained to preserve the existing grid and build-to line along street frontages. Traffic capacity issues will need to be addressed through transit opportunities or enhanced pedestrian facilities.



B. STREETSCAPE AND RIGHT-OF-WAY.

1. **Purpose.**

To provide adequate sidewalks within the downtown core.

2. **Requirements.**

a. Sidewalks within the core of the Downtown Centennial Plan area shall have a minimum width of 10 feet in order to encourage and support safe pedestrian circulation in the downtown area.
b. The sidewalk width may be reduced to five feet within industrial areas where fewer pedestrians are anticipated.
c. Amenity zones shall be located between the back of curb and the sidewalk to serve as a buffer between pedestrians and traffic.
d. Landscape materials and street furniture shall be consistent throughout the downtown area so as to contribute to a cohesive streetscape environment.
e. Sidewalks shall not exceed a 2 percent slope.
f. At all corners, the sidewalk must ramp down to provide for handicapped access and have stamped concrete.
g. Sidewalk surfaces shall appear as a consistent pattern.

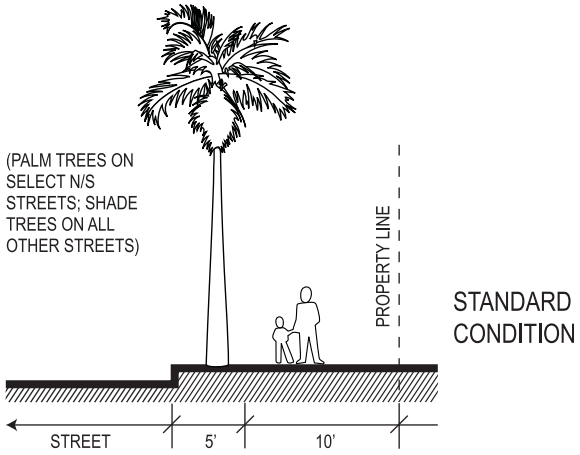
3. **Issues.**

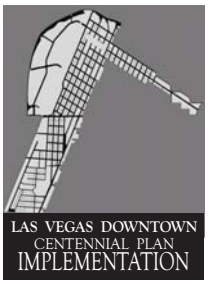
a. In some cases, where there is not enough right-of-way width to accommodate the requirements, easements may be necessary.
b. Installation of landscaping may conflict with existing above and/or below-ground utilities.

4. **Cross Sections.**

   a. **Standard Condition.** The standard streetscape condition in the Downtown Centennial Plan area calls for a 10-foot wide sidewalk, with a five-foot wide amenity zone located between the back of curb and the sidewalk.

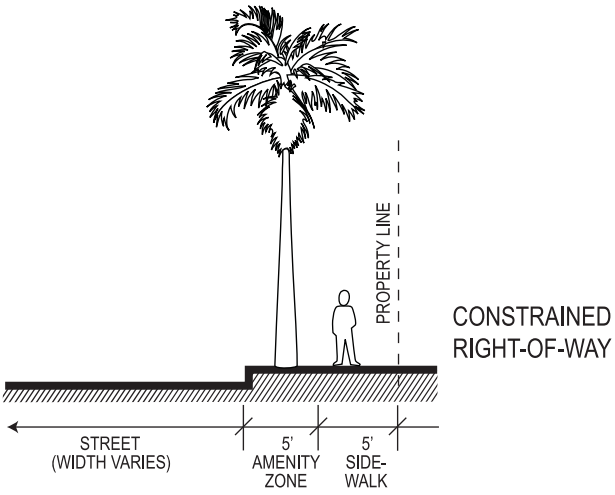
GRAPHIC 19: STANDARD CONDITION CROSS SECTION





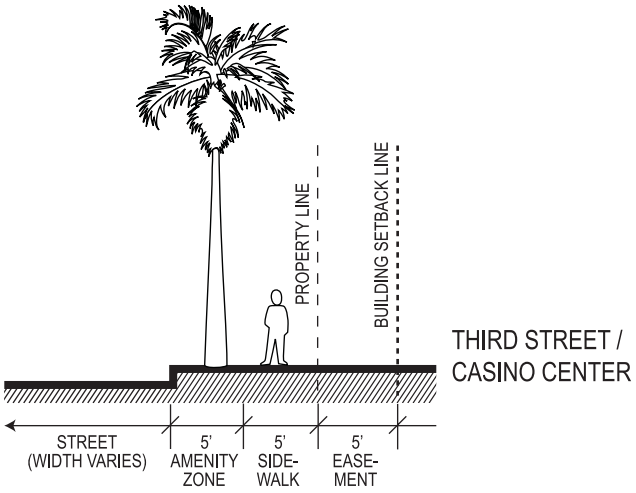
   b. **Constrained Right-of-Way.** Las Vegas Boulevard, and other rights-of-way as may be identified by the Public Works Department, do not have adequate right-of-way to allow for the full sidewalk and amenity zone as required by the Downtown Centennial Plan. A reduction of the sidewalk to five feet in width is permissible, subject to the approval of a Waiver as part of a Site Development Plan Review application, except in industrial zoned areas where no waiver is needed.

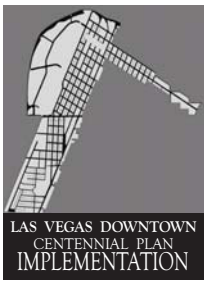
GRAPHIC 20: CONSTRAINED RIGHT-OF-WAY CROSS SECTION



c. **Third Street/Casino Center.** Due to the right-of-way required for the Bus Rapid Transit (BRT) route along Third Street and Casino Center Boulevard, buildings shall be set back five feet from the front property line to allow for additional pedestrian circulation area.

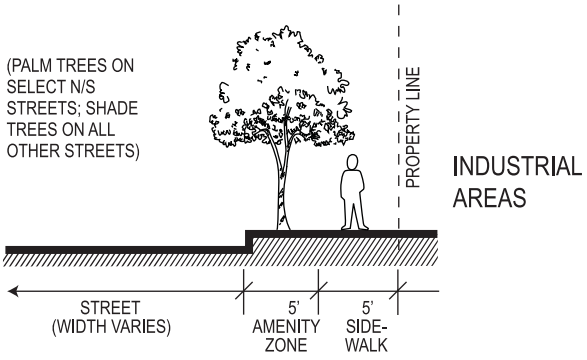
GRAPHIC 21: THIRD STREET / CASINO CENTER CROSS SECTION





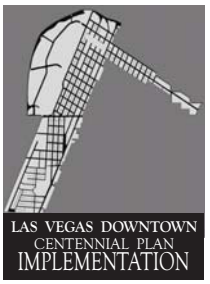
d. **Northern Strip Gateway/Downtown South.** Portions of the Northern Strip Gateway and Downtown South districts encompass light industrial areas, which generates less pedestrian traffic than retail and office uses. Consequently, sidewalk width in these areas may be reduced to five feet in width, without a waiver.

GRAPHIC 22: INDUSTRIAL AREAS CROSS SECTION



5. **Bus Turnout and Bus Shelters.**
   - **a.** Bus turnouts and bus shelters may be required by the Regional Transportation Commission (RTC), which may impact the design of the streetscape area.
   - **b.** Specifications for bus turnouts and bus shelters can be found on the RTC website at: **www.rtcsouthernnevada.com/mpo/streets/Files/StreetsOther/BusStopGuide.pdf**.

C. UTILITIES.



1. **Purpose.**

   Utilities, including all above-ground appurtenances and power lines, shall not be visible from public rights-of-way. Sidewalk areas and landscape amenity zones shall be free from utility equipment. The majority of the building frontage at the public sidewalk shall be occupied by commercial storefronts, rather than being a location for utility equipment.

2. **Requirements.**

   - **a.** Utility vaults shall be located underground for all new developments.
   - **b.** Utility vaults must be incorporated within the building footprint.
   - **c.** Utility vaults shall not be located along the street frontage.
   - **d.** All power lines shall be located underground from the nearest street access to the project site.
   - **e.** All mechanical equipment shall be screened from street level and surrounding building views.
   - **f.** Transformers shall be located within a building, or located within a screened area accessible from an alley. In no case shall they be located along a street frontage line.

3. **Issues.**

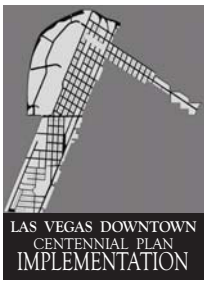
   - **a.** There is little local precedent for utility companies to screen or place equipment underground.
   - **b.** It is difficult for a single property owner to place overhead power lines underground, unless they control an entire block. Refer to Threshold Requirements section for details.

D. SITE DEVELOPMENT PLAN REVIEW APPLICATION.

In order to avoid delays in the permitting process, accurate streetscape information must be included on all drawings submitted in conjunction with a Site Development Review (SDR) application. The following information needs to be documented prior to submitting an SDR application:

a. Verify the location of any existing utilities (either above or below grade) that may conflict with the streetscape treatment. It is the responsibility of the property owner to relocate conflicting utilities so that a consistent streetscape treatment may be installed.

b. Verify the location of the existing curb line relative to the private property line in order to determine if there is adequate width to develop the required streetscape.



E. CIVIL PLAN SUBMITTALS.

The following information shall be provided as part of the civil plan submittal:

a. Sidewalk areas and amenity zones need to be labeled and dimensioned on the civil drawings, and shall be consistent with the plans submitted with the approved SDR application.

b. Any existing utilities that need to be relocated due to conflicts with the streetscape shall be shown on the civil drawings.

c. Street light fixture locations and specifications shall be shown on the civil drawings.

F. WAIVERS.

Please note the following regarding waivers from the streetscape requirements:

a. Waivers from the streetscape standards may only be granted by the City Council as part of a Site Development Plan Review (SDR) application in accordance with the requirements listed in the Downtown Centennial Plan. City staff cannot grant waivers.

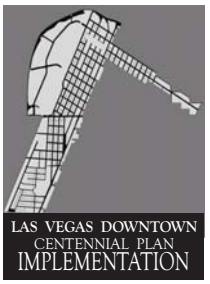
b. Waivers cannot be requested when submitting civil drawings or construction documents.

c. Waivers must be requested even if the reason for the waiver is due to existing conditions or requirements stipulated by other agencies (RTC, NDOT, etc.).

d. In all cases, the proposed streetscape shall conform as closely as possible to the Downtown Centennial Plan standard so as to provide a consistent environment throughout downtown.

G. THRESHOLD REQUIREMENTS.

In order to use the Threshold requirements table, find the definition that most closely describes your project. Once this is done, follow the table across in the chosen category to find out what the entitlement process will entail.



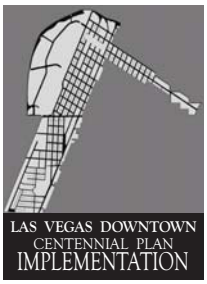


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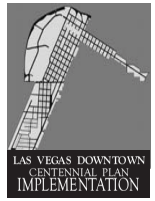
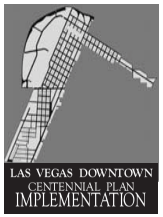
TABLE 1: DOWNTOWN CENTENNIAL PLAN AREA – THRESHOLD REQUIREMENTS (REVISED 11/24/08)

		A P	S R	C I	P R	R O A
C	• Modification to the type of business activity • Façade improvement • Interior remodel (no Net Floor Area expansion to existing structure) • Fire/Life Safety or ADA accessibility upgrades • Signage	• Building Permit • Business License • Special Use Permit (if required) • Encroachment Permit (if required) • Fire Permit (if required) • DDRC approval - signage	• Streetscape – No • Lot Landscaping – No	• Civil Plans – May be required if new use requires upgraded utilities or Fire/Life Safety improvements • Utilities underground – No	• No additional parking required; upgrade handicap spaces to federal standards only	• VIP participants: All discretionary approvals for improvements must be secured prior to City Council consideration
TI E C I	• Modification to an existing structure resulting in Net Floor Area expansion not to exceed 10% or 5,000 SF (whichever is less) of floor area of the existing structure	• Building Permit • Business License • Special Use Permit (if required) • Encroachment Permit (if required) • Fire Permit (if required) • Flood Control Review – finish floor elevation	• Streetscape – Not required; Covenant Running with Land agreement required to obtain property owner's consent for future streetscape improvements • Lot landscaping – No	• Civil Plans – May be required if new use requires upgraded utilities or fire/life safety improvements • Utilities underground – Not required; Covenant Running with Land agreement required to obtain property owner's consent for future improvements	• No additional parking required; upgrade handicap spaces to federal standards only	• VIP participants: All discretionary approvals for improvements must be secured prior to City Council consideration • All covenants must be signed and approved prior to issuance of building permit • TIF agreements must delineate responsibility for all off-site improvements (non-waivable)
TI E C II	• Modification to an existing structure resulting in Net Floor Area expansion exceeding 10% or 5,000 SF (whichever is less) of floor area of the existing structure	• Site Development Plan Review (SDR) application • Building Permit • Business License • Special Use Permit (if required) • Encroachment Permit (if required) • Fire Permit • Flood Control Review – finish floor elevation	• Majority block frontage (over 50%) – All improvements required • Partial block frontage (50% or less) – Covenant Running with Land agreement required to obtain property owner's consent for future improvements	• Majority block frontage (over 50%) – Underground utilities required • Partial block frontage (50% or less) – Covenant Running with Land agreement required to obtain property owner's consent for future improvements	• Refer to Downtown Centennial Plan for parking requirements to address additional square footage	• VIP participants: All discretionary approvals for improvements must be secured prior to City Council consideration • All covenants must be signed and approved prior to issuance of building permit • TIF agreements must delineate responsibility for all off-site improvements (non-waivable)
N	• Modification to the type • Development of new principal structure on-site	• Site Development Plan Review (SDR) application • Building Permit • Business License • Special Use Permit (if required) • Encroachment Permit (if required) • Fire Permit • Flood Control Review – finish floor elevation	• Majority block frontage (over 50%) – All improvements required • Partial block frontage (50% or less) – any streetscape not implemented due to existing conditions will require a Covenant Running with Land to obtain property owner's consent for future improvements	• Majority block frontage (over 50%) – underground utilities required • Partial block frontage (50% or less) – undergrounding not implemented due to existing conditions will require a Covenant Running with Land to obtain property owner's consent for future improvements	• Refer to Downtown Centennial Plan for parking requirements	• VIP participants: All discretionary approvals for improvements must be secured prior to City Council consideration • All covenants must be signed and approved prior to issuance of building permit • TIF agreements must delineate responsibility for all off-site improvements (non-waivable)

1. *A Traffic Impact Analysis will be required for all development that increases traffic trips by 100 vehicles/hour.*
2. *A Technical Drainage Study will be required for all development or site disturbance of 2 acres or greater or within a FEMA regulated flood zone.*





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City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-30 – Revises and relocates within the Municipal Code the provisions regulating the naming of streets and assignment of addresses, and adopts the "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition" as a replacement for the 1993 Edition of that document. (TXT-32866) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise and relocate within the Municipal Code the provisions regulating the naming of streets and assignment of addresses and, in addition, will adopt the "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition" as a replacement for the 1993 Edition of that document. The revised and updated provisions reflect changes that have occurred since the issue was last revisited and represent a coordinated effort among local entities. The Code provisions are being relocated so as to appear in Title 19 of the Code rather than Title 13.

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. 2009-30
2. Street Naming and Address Assignment Regulations

BILL NO. 2009-30

ORDINANCE NO. _____

AN ORDINANCE TO REVISE AND RELOCATE WITHIN THE MUNICIPAL CODE THE PROVISIONS REGULATING THE NAMING OF STREETS AND ASSIGNMENT OF ADDRESSES; TO ADOPT THE "CITY OF LAS VEGAS STREET NAMING AND ADDRESS ASSIGNMENT REGULATIONS, 2009 EDITION" AS A REPLACEMENT FOR THE 1993 EDITION OF THAT DOCUMENT; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Revises and relocates within the Municipal Code the provisions regulating the naming of streets and assignment of addresses, and adopts the "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition" as a replacement for the 1993 Edition of that document.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 13, Chapter 28 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety. Included in that repeal is the repeal of the document adopted therein, namely, the "City of Las Vegas Street Naming and Address Assignment Regulations, 1993 Edition."

SECTION 2: Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 9 and consisting of Sections 10 to 90, inclusive, reading as follows:

19.09.010: The naming of streets and the assignment of addresses and address numbers to buildings and lots within the City shall conform to the provisions of this Chapter.

19.09.020: The intersection of Main and Fremont Streets shall be the initial point of assigning address numbers to all blocks, lots and buildings in the City.

19.09.030: (A) All buildings or lots that front on east-west streets which intersect or start from Main Street shall be assigned address numbers beginning at that point with the numbers one and zero, and thereafter be numbered progressively through each block. Following each intersection with a numbered street, the numbering shall begin again with the numbers one and zero, with the number of hundreds indicated by the number of the intersecting street.

(B) All numbers on the east-west streets shall be even on the north side and odd on

the south side.

(C) Where Main Street terminates at Las Vegas Boulevard South, Las Vegas Boulevard South shall be the base line for numbering along east-west streets to the southerly City limits.

19.09.040: (A) All buildings or lots that front on north-south streets which intersect or start from Fremont Street (or the northwesterly prolongation thereof, as described in Subsection (B) of this Section) shall be assigned address numbers beginning at that point with the numbers one hundred and one hundred one, and thereafter progressively through each block. Approximately eight blocks shall be assigned per mile; provided, however, that in areas in which other jurisdictions have established a different pattern, the numbers shall be apportioned accordingly.

(B) For purposes of Subsection (A) of this Section, the northwesterly prolongation of Fremont Street shall be defined as follows: Commencing at the intersection of the northwesterly prolongation of Fremont Street and that portion of Ogden Avenue located between City Parkway and Main Street; westerly along U. S. Highway 95 to the easterly prolongation of Westcliff Drive; the easterly prolongation of Westcliff Drive, and the westerly prolongation of Westcliff Drive with minor deviations north and south to the intersection with the CC 215 Beltway; Far Hills Avenue and the westerly prolongation of Far Hills Avenue to the intersection of the westerly prolongation of Westcliff Drive; the westerly prolongation of Westcliff Drive to the westerly City limits.

(C) Buildings or lots on north-south streets shall be assigned address numbers that are even on the east side and odd on the west side.

(D) Where Fremont Street intersects Charleston Boulevard, Charleston Boulevard shall become the base line for assigning address numbers along north-south streets to the easterly City limits.

(E) The assignment of address numbers for buildings or lots on north-south streets south of Charleston Boulevard shall begin with one thousand one hundred. Thereafter, the base numbering for each succeeding block shall increase by one hundred over the preceding block's base number.

(F) The assignment of address numbers for buildings or lots on north-south streets

north of Charleston Boulevard shall begin with one and zero, and the assignment of numbers up to one hundred shall continue on those streets until their intersection with Sunrise Avenue.

(G) The assignment of address numbers for buildings or lots on north-south streets north of Sunrise Avenue shall begin with two hundred and, thereafter, the base numbering of each succeeding block shall increase by one hundred over the preceding block's base number.

19.09.050: In internal areas of the City in which numbering conflicts with the rules set out in Sections 19.09.030 and 19.09.040, the assignment of new numbers shall conform to the existing pattern where possible.

19.09.060: That certain document entitled "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition," a copy of which shall be maintained in the office of the City Clerk, is adopted by reference and made a part of this Code, as if fully set forth herein. The provisions thereof, as they may be amended and supplemented from time to time by ordinance or resolution of the City Council, shall govern the naming of streets and other rights-of-way and the assigning of addresses within the City.

19.09.070: The provisions of this Chapter are minimum requirements for the naming of streets and assignment of addresses within the City. Any request to deviate from these requirements shall be processed by means of a Variance application, which shall be subject to the procedures and standards set forth in Section 19.18.070.

19.09.080: It is unlawful for any person to:

(A) Use or display a street name, building number or address number that does not conform to the provisions of this Chapter;

(B) Display a street name, building number or address number in a manner that does not conform to the provisions of this Chapter; or

(C) Fail to display a street name, building number or address number in the manner required by this Chapter.

19.09.090: The following shall have the authority to enforce the provisions of this Chapter:

(A) Las Vegas Metropolitan Police Department;

(B) Department of Fire and Rescue;

(C) Planning and Development Department; and

(D) Department of Building and Safety.

SECTION 3: Title 19, Chapter 18, Section 130, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) Purpose.

(1) The purpose of this Section is to establish a procedure to change the name of any street or a portion of a street.

(2) Street name changes will be made consistent with [Title 13, Chapter 28 of the LVMC, City of Las Vegas Street Naming and Address Assignment Regulations.] LVMC Chapter 19.09 and the edition of the City of Las Vegas Street Naming and Address Assignment Regulations adopted therein, as it may be amended from time to time.

SECTION 4: Title 18, Chapter 12, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

18.12.080: All proposed street names shall comply with LVMC Chapter [13.28.] 19.09. Before any street name may be used, it must first be approved by the Director and by the Department of Fire and Rescue.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, LVMC 19.18.130 is deemed to be a subchapter rather than a section.

SECTION 6: The "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition," attached to this Ordinance, is hereby adopted by reference for purposes of LVMC 19.09.060, as adopted in Section 2 of this Ordinance.

SECTION 7: The Planning and Development Department is authorized and directed to include the date of the adoption of this Ordinance on the first page of the document referred to in Section 6 of this Ordinance.

SECTION 8: 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 9: 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 10: 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 6-17-09
_____
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

NEVADA

STREET NAMING AND ADDRESS ASSIGNMENT REGULATIONS

2009 EDITION

ADOPTED BY THE CITY COUNCIL BY
REFERENCE ON XX-XX-XXXX
ORDINANCE XXXX

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I. INTRODUCTION

These Regulations were developed through the concerted efforts of the County Wide 911 Committee which is comprised of several government agencies from Clark County, The city of Las Vegas, Henderson, North Las Vegas, Boulder City, Las Vegas Metropolitan Police Department, Las Vegas Fire Alarm Office, Las Vegas Valley Water District, Embarq, Nevada Power, U. S. Postal Service, and others.

The main goal of the County Wide 911 Committee is to seek the adoption of a Street Address Ordinance for each municipality in Clark County with the aim being able to develop a strategy that will enhance interlocal communication and many operations. It is anticipated this ordinance will provide aid in a cohesive addressing strategy, which can better serve all citizens that live within the Las Vegas Valley.

The major strength of this document is that it was designed to balance each municipalities desire and needs. This means that it can be altered to fit most community goals and objectives; the key purpose being to develop a system that insures rapid emergency response and utilizes information systems that are directed toward competent growth management.

The County Wide 911 Committee attempts to monitor the development industry and find solutions to problems with street naming and addressing. It is anticipated that the committee will continue to meet on a regular basis to further observe development activity and supervise the effectiveness of their efforts.

II. DEFINITIONS

ACCESS
Access is a way or means by which a vehicle enters a lot or parcel or a person enters a building.

ADDRESS
An address is a number, directional prefix, primary street name, and suffix. The property address is also called the site or general address.

ADDRESSING OFFICIAL

The addressing official is the Director of the Department of Planning and Development or designee charged with the administration of these standards.

AFFIXES
An affix is a directional identifier (North, South, East, West, etc.) that precedes the street name and is not a suffix. An affix is also known as a directional prefix.

ALIGNMENT
Alignment is the prolongation of street.

ASSESSOR'S PARCEL NUMBER
An assessor's parcel number is a number assigned to a lot or parcel for tax assessment identification.

BASELINE
A baseline is a north-south or east-west line used as a zero starting point for address numbers.

BUBBLE STREETS
A bubble street is a type of cul-de-sac which measures less than 100 feet from the point of radius of the turnaround to the centerline of the connecting street.

BLOCK INTERVAL
A block interval is a numerical grid by which each block is addressed. For the purposes of the Las Vegas Valley, each block has a numerical range from 0 to 100 and there are approximately 10 blocks per mile or approximately 528 feet per block.

BUILDING
A building is a structure designed for human occupancy or use.

COMMERCIAL-DEVELOPMENT
A commercial development is a development not intended for human habitation.

CUL-DE-SAC
A cul-de-sac is a street ending in a dead-end, not being an extension of another street, having no other street intersections, and not having the capability of connecting or intersecting with another street in the future.

DIRECTORY
A directory is an address information map or model located at an access point detailing building suite and/or unit location(s).

FLOOR
See *Story*

GENERAL ADDRESS
See *Address*

HUNDRED BLOCK
A hundred block is an incremental number breakdown of a section of land. It has a hundred numbers, 0 through 99.

HUNDRED BLOCK INDICATOR

A hundred block indicator is a number and has either a direction prefix or affix indicating the perpendicular distance of a street from its parallel baseline.

LEGAL ADDRESS

A legal address is the address that has been officially assigned by the City or Clark County, if annexed.

MAJOR ARTERIAL

A major arterial is a street falling on a Township or Range line, a section line, a quarter section line, or another alignment that is 80 feet in width or greater, which is designed to accommodate through-traffic with comparatively long vehicle trip lengths.

MAJOR DIVISION

A major division occurs in a nonresidential and/or mixed-use building(s) with a minimum of one structural/load bearing wall separating a minimum of two suites and/or buildings and has separate fire risers for each portion of the division.

MASTER SUBDIVISION ADDRESS

A master subdivision address is an address assigned for the management of records and permits pertaining to the total subdivision. The Master Subdivision address is also called the Master Site Address or Situs.

MIXED-USE

Mixed-Use is the vertical integration of residential uses and commercial or civic uses within a single building or a single development, where pedestrian access, vehicular access and/or parking functions for the uses are shared.

MUNICIPAL

In this context, municipal pertains to the city of Las Vegas.

MUNICIPAL GOVERNMENT
In this context, municipal government pertains to the city of Las Vegas.

NON-RESIDENTIAL COMPLEX
A non-residential complex is a commercial or industrial development having three or more buildings.

NUMBER
A number, in this context, is part of an address based on the numerical distance from an appropriate baseline.

PREFIX
See *Affixes*.

PERSON
In this context, a person refers to any individual, firm, corporation, partnership or other legal entity or their authorized agent.

PLAT
A plat is a scaled map of a town or a section of land that has been subdivided into lots showing the location and boundaries of the individual parcel with the streets, alleys, easements, and rights of use over the land of another.

POINT-OF-ORIGIN
A point-of-origin is the intersection of the north—south and east—west baselines establishing zero at the intersection. (See Figure 1)

PRIMARY STREET NAME
A primary street name is the portion of a street name which is neither a directional prefix nor a suffix.

Such as: (East) Charleston (Blvd.) = (directional prefix) primary name (suffix)

RESIDENTIAL - DEVELOPMENT
A residential development is a development intended for human habitation.

RESIDENTIAL COMPLEX
A residential complex is a development having three or more buildings.

SITE PLAN
A site plan is a map showing property boundaries with dimensional ties to section, township and range monuments, building locations, dimensions of property, buildings and setback distances to property lines, primary access points for property and buildings, dimensional ties of tenant improvements to a building shell, access from closest public street for non-subdivided parcels, with a north arrow.

SITE OR SITUS
A site or situs is the address of a lot, parcel or building; also called the "property address".

STREET
A street is any public or private thoroughfare or easement reserved for vehicle travel and access unless the context requires a different meaning.

STREET NAME
A street name is the primary street name and suffix. It shall not include the directional prefix.

STREET SIGN
A street sign displays the primary name, suffix, direction from a baseline and the north, south, east or west hundred block indicator of each street name.

STORY
The vertical distance from top to top of two successive finished floor surfaces; and for the topmost story, from the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters

SUITE NUMBER
See unit number for definition

STRUCTURE

A structure means, any fence, tower, edifice, or building of any kind, or any piece of work artificially built up or composed of parts joined together in some temporary or definite manner which requires location on the ground or is attached to something having a location on the ground which extends more than 36 inches above grade.

SUFFIX

A suffix is a word in a street name used to indicate a type of street. That portion of a street name which indicates that it is a right-of-way, such as "Street," "Avenue," "Lane," "Road," "Circle," "Court," "Way," etc.

TENANT IMPROVEMENT

A tenant improvement is an improved space within a building, which is under separate control, has primary access to exterior or interior public spaces, and is used for residential or nonresidential activity.

UNIT ADDRESS

The unit address is a specific number delineating individual unit locations within a single site. The number may be an individual address or a suite number. A unit address may share a common entrance, so long as there is a dividing wall and separate business licenses in the case of a commercial or industrial use.

III. STANDARD ADDRESSING REGULATIONS

A. Address Assignments — All addresses shall be assigned by the Addressing Official or designee.

1. All street addresses are to be unique and will not be duplicated.

2. It shall be the property owners' and/or the developer's responsibility to obtain a legal address for new development.

3. All local utility companies shall receive proof of a legal address prior to any utility service being connected. (See Section VIII F.)

B. Address Numbering

1. An address shall be assigned within the appropriate addressing range in accordance with the provisions of Title 19 Chapter 9 of the Municipal Code.

2. The number assigned shall be within the address range available within the appropriate hundred blocks.

3. Address assignments shall be maintained on street address maps, charts and/or automated mapping systems that will reflect pertinent information on all legally subdivided lots.

4. For the purpose of address assignment, curved streets shall be treated as if they were straight.

5. All addresses on the east and north side of a street shall be given an even number except on a looped street.

6. All addresses on the south and west sides of a street shall be given an odd number except on a looped street.

7. A looped street shall be addressed from the appropri-

ated hundred block of the primary direction of the loop.

8. Addresses shall be assigned starting at the entrance of a looped street and continue counterclockwise around the outside with even numbers to the outside and odd numbers to the inside of the loop.

C. Address Changes and Vested Rights

1. At the request of the property owners or developer, the municipal government may grant an approval of an address change. However, the proposed address change must not conflict with the adopted municipal addressing system and/or any existing street names. An application fee shall be charged in relation to the processing of the application and shall be in accordance with the municipal Fee Schedule. The Fee Schedule is set forth by the Director of Planning and Development and approved by the City Council. From time to time the Fee Schedule may be amended by resolution of the City Council.

2. When there is knowledge of an incorrect address, and/or a duplicate street name and/or address, the affected property owners shall be promptly notified by the Planning and Development Department that a change of street name and/or address number may occur. Property owners do not have vested rights to street names and/or address numbers, even if a street name and/or address has been used for many years.

3. If a correction is deemed necessary by the Addressing Official the proper procedure shall be as follows:

   a. For any street name change, the procedure shall be as outlined in Title 19 Chapter18 Section 130 and be initiated by the municipality.

b. For any address change the procedure will be as follows:

   i. The Planning and Development Department shall correct the address on the street address maps, charts and/or automated mapping systems.

   ii. The affected property owners will receive notice that the incorrect or duplicate address has been corrected.

   iii. The municipal government shall notify the affected government agencies and utility companies in writing that an address change has occurred.

4. Any property owners of residential or non-residential structures affected by the provisions of this subsection shall, upon proper notice, bring such structures into conformance with this Ordinance within 6 months.

5. If the affected property owners or their designated representatives perceive that an address was unreasonably changed, then the affected property owners or their designated representatives may file an appeal to the Director of Planning and Development with the Planning and Development Department within 30 days from the date that proper notification was sent.

6. The decision of the Director of Planning and Development may be appealed to The City Council.

IV. STREET NAMING GUIDELINGES

A. Street Name Applications

1. Newly assigned street names shall be reviewed and action will be taken concerning proposed street names within 30 days of submittal in accordance with Section VIII of this document.

2. The process for changing an existing street name shall be in conformance with Title 19, Chapter 18, Section 130.

3. The city of Las Vegas shall work closely with the other government entities in the Las Vegas Valley to communicate, automate and coordinate proposed street names.

B. Use of Street Names

1. A primary street name shall be used only once and shall not be used in any other alignment. The same primary street name can not be repeated with a different suffix, in the case where the street crosses jurisdictional boundaries.

2. Once a primary street name is assigned to any alignment it shall not change anywhere along the extension of that alignment unless the subject primary street name does not and cannot in the future connect to the existing public right-of-way.

3. Names that are the same or pronounced the same (homonyms) or similarly with different spellings may be used only once, e.g., Ellis: Alice, Allen: Alan, Hinson: Henson.

4. Only the common or correct spelling of street names will be accepted, e.g., Jane not Jayne, or Frederick not Phrederyck.

5. Street names in a foreign language will not be considered unless accompanied by a common English translation and their meaning is inoffensive and/or reasonable.

6. Foreign language suffixes (e.g. Via, Camino, Rua, Chemin, Rue, etc.) shall not be used in any part of a street name (e.g. Via Leño Cabana = Log Cabin Way; Rue Montagne Solitaire = Lone Mountain Road) and a Variance may not be sought.

7. Names that tend to be slurred or difficult to pronounce by emergency response services shall not be used.

8. Street names are restricted to a maximum of 20 characters (includes street name, space, affix, and suffix).

9. Directional prefixes (North/South, East/West) shall not be used unless the street or center line extended actually crosses the existing directional boundary line. (See Figure 1)

10. A street name that was used as two words cannot be used as one word and vice versa, e.g., Bitterroot Avenue as existing, proposed Bitter Root Avenue would not be acceptable.

11. Suffixes and directional prefixes are not permitted as street names or as part of the primary street name (e.g. South Hampton).

12. No street names can be a stand alone preposition, conjunction, numbers or letters.

13. Driveways shall not be named.

C. Use of Suffixes

1. When used, "Avenue" shall represent a generally east/west street.
2. When used, "Street" shall represent a generally north/south street.
3. When used, "Boulevard" or "Parkway" shall represent streets ranging from 80 feet to 120 feet wide.
4. When used, "Road" shall represent a 60-foot to 80-foot wide street.
5. When used, "Lane" shall represent a generally NE/SW Street.
6. When used, "Place" shall represent a generally NW/SE Street.
7. When used, "Drive" shall represent a multi-directional curved street.
8. When used, "Way" shall represent an "L" shaped Street with either leg being 200 feet wide or greater.
9. When used, "Circle" or "Loop" shall represent a street starting and ending on the same street or itself, e.g., a horseshoe shaped street.
10. When used, "Court" shall represent a cul-de-sac with no side streets.
11. When used, "Highway" shall represent a road with a minimum of a 150-foot wide right-of-way, have controlled access, and a high-speed road with grade separations at interchanges.

12. When used "Trail" shall represent a meandering road in a rural mountainous region.

13. If used, "Walk" shall represent a non-motorized path or track made across a wild region or rough country for the passage of humans or animals.

V. CONFIGURATION FOR STREET NAMING

A. Offset Street Alignments

1. When a major street (right-of-way 80 feet or greater in width) changes its alignment at an intersection by less than 150 feet, it shall retain the name of the original alignment to provide traffic and addressing continuity. (See Figure 2A).

2. Curvilinear Streets that maintain the same alignment within 150 feet shall maintain the same street name.

3. When a major street changes its alignment at an intersection and then returns to its original sectional alignment, it shall retain the same name. The affix will change when a street crosses an existing north/south or east/west addressing zero line. (See Figure 2B).

4. A street in a residential development that shifts its alignment (north/south on a east/west alignment or east/west on a north/south alignment) at an intersection by a distance equal to or less than the alignment right-of-way may retain its original alignment name. (See Figure 2C).

B. Straight Streets

1. A newly developed street shall assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment. (See Figure 3A)

2. When a street is not in alignment with, nor an extension of any existing street, a new street name shall be assigned to the street. (See Figure 3B)

3. Once a street name is assigned to an alignment, it may not be assigned to any other alignment. (See Figure 3C)

C. Cul-de-sac and Bubble Streets

1. When a cul-de-sac is located at the end of an existing street right-of-way or alignment, it shall be given the same primary name and suffix of that street with the same suffix, whether the cul-de-sac is straight, curves or meanders. (See Figure 4A)

2. When cul-de-sacs are located in such a manner as to be connected to each other by a straight or arcing street which is more or less perpendicular to an adjoining street alignment forming a "T" intersection, said cul-de-sacs and the connecting street shall be given the same primary street name. (See Figure 4B)

3. When cul-de-sacs approach each other from opposite directions and are on the same alignment but do not join in any manner, they shall be assigned different street names. (See Figure 4C)

4. When two cul-de-sacs are in direct alignment, bisected perpendicularly by a street, the cul-de-sac shall be assigned same street name. (See Figure 4D)

5. When a bubble street less than 100 feet in length is located perpendicular to the primary street and has less than four lots fronting on it, the bubble street shall assume the primary name and address numbering of the street which it adjoins. (See Figure 4E)

D. Private Cul-De-Sacs

1. A private street with four or fewer lots shall not be separately named. Addresses shall be assigned based on

the street from which access to the private street is obtained. However, such assignment shall not be deemed to change the character of the private street or to create any public responsibility, obligation or liability concerning its use or maintenance. (See Figure 4E)

E. Circle, Horseshoe and Loop Streets

1. A circular or horseshoe-shaped street shall not be assigned the same primary street name as that of the principal street it intersects. (See Figure 5A)

2. A horseshoe shaped street may carry the same primary street name, or a new primary street name may occur at natural breaking points such as intersections and knuckles. (See Figure 5A and 5B)

3. In the case of loop streets having only one access, each segment of the loop will bear the same primary street name. (See Figure 5C)

4. When circular streets are segmented into halves or quarters by intersecting streets, the following shall apply:

   a. No two streets terminating on the same circle shall have the same name. (See Figure 6A)

   b. If the intersecting streets maintain the same primary street name on both sides of the intersected circle and buildings are to be built along the circular street, then each resulting segment of the circular street shall be assigned a different street name. (See Figures 6B)

   c. If the intersecting streets maintain the same primary street name on both sides of the intersected circle and no buildings are to be built along the circular

street, then the circular street may maintain the same primary street name. (See Figure 6C)

F. Curvilinear Streets

1. A street which leaves its alignment by not more than 150 feet may retain the name of the original alignment. (See Figure 7A)

2. A street which leaves its alignment by more than 150 feet but returns to its original section alignment, shall use the primary street name of the original alignment. (See Figure 7B)

3. A street which leaves its alignment by more than 150 feet may retain the name of the original alignment if it continues in the same general direction. (See Figure 7C)

VI. ADDRESS ASSIGNMENTS FOR MANUFACTURED HOME PARKS AND RESIDENTIAL AND NON-RESIDENTIAL COMPLEXES

A. Multi-Family Residential Addressing (See Figure 8)

1. All multi—family residential developments shall be assigned an address (street number, direction, street name) corresponding to the appropriate hundred block. The development address shall be called the "Master Site Address or General Address."

2. All buildings within the development shall have a numerical designation starting at the primary entrance and continuing in a counterclockwise direction, beginning with number one.

3. All units of all buildings shall be provided with a unique unit number.

   a. If single story, the units shall be numbered in numeric sequence, beginning with number one and continuing in a counterclockwise direction from the primary entrance.

   b. If multi-story, with less than 100 total units per story for the entire development, a three digit number shall be assigned to each unit starting at the primary entrance and continuing counterclockwise as follows:

      B100-B199 for the first level below grade
      101-199 for first floor units
      201-299 for second floor units
      301-399 for third floor units, etc.

      NOTE: The corresponding unit numbers shall "line-up", one above/below the other as follows:

      301-399, 3rd floor units are directly above
      201-299, 2nd floor units are directly above

101-199, 1st floor
B100-B199 basement level directly below

c. If multi-story, with more than 100 or more total units per story for the entire development, four digit numbers shall be assigned to each unit starting at the primary entrance and continuing counter-clockwise as follows:

B1000-B1099 for the first level below grade
1001-1999 for the first floor units
2001-2999 for the second floor units
3001-3999 for the third units, etc.

NOTE: The corresponding unit numbers shall "line-up", one above/below the other as follows:

3001-3999, 3rd floor units are directly above
2001-2999, 2nd floor units are directly above
1001-1999, 1st floor
B1000-B1099, basement level directly below

d. Projects which are large or complex enough to create address requirements that cannot conform to the unit addressing system shall have addresses assigned on a case-by-case basis while holding to as many established standards as possible.

B. Manufactured Home Parks (See Figure 9)

1. A Master Site Address shall be assigned to the primary dedicated street from which the major ingress and egress occurs. The Master Site Address shall be assigned in accordance with the appropriate street name, number and direction of appropriate hundred block range.

2. All manufactured home space numbers/lot numbers

within the development shall have a numerical designation starting at the primary entrance and continuing in a counterclockwise direction beginning with number one.

C. Non-Residential/ Mixed-Use Addressing

1. All separate and distinct non-residential and mixed-use developments having multiple tenant accommodations shall be assigned an address for each development corresponding to the appropriate hundred block. This address shall be called the "Master Site Address" or "General Address."

2. All buildings and/or major divisions within a development shall have an address assigned to the appropriate hundred block. The addition of any other buildings to the development shall require separate building addresses.

3. The building address shall be assigned to the primary street from which the major ingress and egress occurs. Suite numbers shall start at a minimum of 100 if less than 100 suites per floor or 1000 if there are more than 100 suites per floor. When possible, suite numbers shall increase by increments of 10. If suite assignments in increments of 10 are not feasible then use increments of five then two then one. In the case of a development that includes one or more private drives, or on corner lots with a secondary entrance and if all address numbers within the address range for primary access street have been assigned, then addresses shall be assigned, in accordance with Section III, to the public street or private drive which is named in accordance with these Regulations.

4. All units or suites within any building or major division shall be assigned a unique number which represents the level or story of each unit. The first digit, or in the case of an underground unit the first two digits, of a suite shall represent the floor on which the suite is situated. On multi-story buildings, unit numbers shall line up with the unit above and below it. Most in-line retail and warehouse buildings are single story and have less then 100 suites. The address shall be referred to as the "Suite or Unit Address". It shall not be acceptable to use an alphabetic suffix for unit or suite addresses except for the letter B. The letter B shall be used to indicate below grade units (i.e. basement level).

   a. Basement-level addressing shall be assigned in the following manner.

      B100-B199 for the first underground level
      B200-B299 for the second underground level
      B300-B399 for the third underground level, etc.
      1001-1999 for the first floor units
      2001-2999 for the second floor units
      3001-3999 for the third units, etc.

   NOTE: The corresponding unit numbers shall "line up" with one above/below the other for each consecutive floor as mentioned above.

D. Directional Signs

1. The City may require the placement of directional signs on development sites where buildings and/or parking placement is obscure from the primary street the building is addressed. Directional signs shall conform to applicable sign regulations.

2. Display requirements

   a. If required, a directional sign shall be placed at each primary entry to the obscured building.

   b. If required, each directional sign shall carry the appropriate addresses or range of addresses and a directional arrow or location instructions as minimal direction information.

   c. During new construction, the assigned address for all residential and commercial development shall be displayed and will be setback 10 feet from the front property line adjacent to the primary entrance. This display shall contain both the street name and assigned addresses.

VII. ADDRESS DISPLAY REQUIREMENTS

A. Size and Placement (See Figures 11 through 14 for illustrations/additional requirements).

1. For single family residential properties it shall be the responsibility of the property owner or developer to permanently attach address numbers or figures a minimum of three and one-half inches in height to all structures located within 50 feet of the front property line prior to occupancy, unless otherwise specified. Accessory structures (i.e, sheds, garages, and similar structures) shall be exempted from this requirement.

   When structures are located more than 50 feet from the front property line, numbers shall be a minimum of 6 inches in height. Accessory structures (i.e., sheds, garages, and similar structures) shall be exempted from this requirement.

2. All address numbers for any structure shall be conspicuously displayed in a contrasting color with the background of the structure.

3. All address numbers for any structure must be clearly visible from the street or private drive to which each building and or structure is oriented.

4. All address numbers, building numbers, unit numbers and space/lot numbers shall be directly or indirectly illuminated at night, by street lights, security lights, private lights or other means of adequate illumination.

5. Location of general address numbers, building numbers and unit numbers for residential and non-residential complexes will be subject to Fire Department approval.

6. The general address or site address for residential and

non-residential complexes shall be placed at the primary entrance and shall be setback no closer then five feet and should be no further than 10 feet from the curb line of the street or private drive. Signs that are setback more than 10 feet will be reviewed on a case by case base. The general address will be illuminated at night.

7. General address displays or signs for residential and non -residential complexes shall be in accordance with applicable state and municipal sign regulations. The address numbers shall be not less than 12 inches in height. Exception: Where general address and address ranges are displayed on a monument or free standing sign, this display may be waived.

8. Manufactured Home Parks shall have a free-standing sign or monument sign with the general/master site address and a site map detailing the locations of every lot/space number in the park. The general/master site address shall be a minimum of 12 inches in height. The site map shall be of sufficient size to easily read from a distance of 5 feet.

9. All building numbers for residential and non-residential complexes must be clearly visible to traffic from the street, parking lot or private drive from which each building is orientated.

10. Building address numbers for residential and non-residential complexes shall be a minimum of twelve inches in height and shall be conspicuously placed and attached to the building. Commercial developments with outside access to individual lease space shall use a minimum of 8 inch numbers for the unit address or suite number.

11. The placement of building numbers for residential and non-residential complexes shall be clear of all visual obstacles such as awnings, trees, covered parking areas or similar sight obstructions.

12. Unit address numbers for residential and non-residential complexes shall be placed near or on the front door.

13. All complexes having parking or access areas provided at the side or rear of a building shall provide additional address numbers placed at the side or rear door area in a manner that is visible from the parking or access area. These numbers shall be a minimum of 12 inches in height. Individual address numbers, suites numbers or lot/space numbers may be a minimum 8 inches in height.

14. All non-residential facilities shall place a second set of address numbers on the rear or side exit door in a contrasting color. These numbers shall be at least 3½ inches high.

15. All non-residential buildings and multifamily dwellings shall have placed and maintained on their uppermost roof the numerals of their street address. The numerals shall contrast in color with their background and be no less than 3 feet in height, with appropriate width and spacing to make them plainly legible from the air. Numerals shall be placed on the roof parallel to the street of legal address. Exception: In major shopping centers and multi-tenant structures, individual businesses will not be required to display the numerals, provided the largest building displays one set of numerals.

16. The general site address where assigned, and address range for commercial complexes shall be displayed on the complex monument or pole sign; in the event two or more street frontages exist, each shall contain the display and shall include street names. Address range numbers shall not be less than 8 inches in height. Site addresses shall be not less than 12 inches in height. This address display shall be illuminated at night.

17. Final approval of any building or unit/suite may be withheld until all required street address numbers have been permanently displayed and a Certificate of Occupancy has been issued by the Department of Building and Safety.

B. Street Sign Requirements

1. Property owners and others who develop property shall be responsible for providing and installing street signs in accordance with applicable municipal sign requirements.

2. Directional signs shall have numbers of not less than 6 inches in height in accordance with the municipal sign requirements.

3. All street signs, including illuminated street signs, shall contain the appropriate hundred block range. In the case of cul-de-sacs, the address range shall be identified.

C. Identification Directory

1. All non-residential and residential complexes shall display a permanent Identification Directory reflecting a scaled replica of the site in accordance with all applicable Fire Department regulations, including 2003 NFPA

1, UFC, Section 10.13 and Fire Ordinance #5667, Section 10.13.1.4, or such later edition as may be adopted by the City from time to time.

2. The directory shall be located on the right side of any entrance driveway, not more than 100 feet from the entrance, but not beyond any diverging drives.

3. The Identification Directory shall indicate the locations of all buildings, amenities, structures and fire hydrants in relation to all streets, driveways and sidewalks located within the complex.

4. The Identification Directory shall be of adequate size so that letters, numbers and similar attributes are easily identifiable. In addition, all directories are to be illuminated at night.

5. The property owner and/or developer shall submit five 8.5 inch x 11 inch copies of the site plan showing all applicable information to the Fire Department for approval prior to construction of the Identification Directory.

D. Non-Conforming Addresses:

1. Any structure subject to these regulations existing on the effective date of this Ordinance which is not in conformance with these standards shall be deemed nonconforming. Any structures made nonconforming by this Ordinance shall, upon written notice given to the owner of record and/or their legal representative, be brought into conformance with this Ordinance within 6 months .

VIII. NEW DEVELOPMENT

A. Tentative Map Review

1. All proposed street names must be submitted by the developer on a separate alphabetical listing and be indicated on the Tentative Map.

2. Street names will be checked for acceptability by the Communication Center of the Las Vegas Fire Department.

    a. They must conform to the provisions of this document.

    b. Proposed street names on Tentative Maps shall be submitted to other related government entities for their review.

3. The proposed street names shall be reserved as long as a Tentative Map has not expired.

B. Final Map Review

1. Street names are to be confirmed and are to be placed on the Final Map, including all private street names.

2. The developer must specify any unusual addressing requirements. Street addresses shall not be issued until recordation of the plat.

C. Post-Recording Procedure

1. The property owner and/or developer shall furnish copies of the recorded plats to the appropriate government entities.

2. A master subdivision/site address shall be assigned to all subdivisions. This address shall be unique and will not be duplicated.

3. Address numbers shall be assigned by the appropriate municipality on the recorded plat map and a copy will be returned to the property owner and/or developer.

4. When the Street Address Maps are updated, the local government entity will prepare and send new address updates to all related utility companies and government entities including the GIS Division of the Clark County Department of Information Technology.

5. New street names and address ranges will be entered into a street directory that will be maintained by the local government entity.

D. Non-Subdivision Developments

1. Address numbers will be assigned through the building permit review process in accordance with these Regulations.

2. The property owners and/or developers of residential and non-residential complexes which are not from a recorded plat shall submit site plans indicating the location of all buildings, structures, amenities, units, lease spaces, future building sites or any other similar attributes.

3. The local government entity will prepare and send new address updates to all related utility companies and government entities including the GIS Division of the Clark County Department of Information Technology.

4. All non-residential complexes with multiple addresses shall display address ranges on primary development signs.

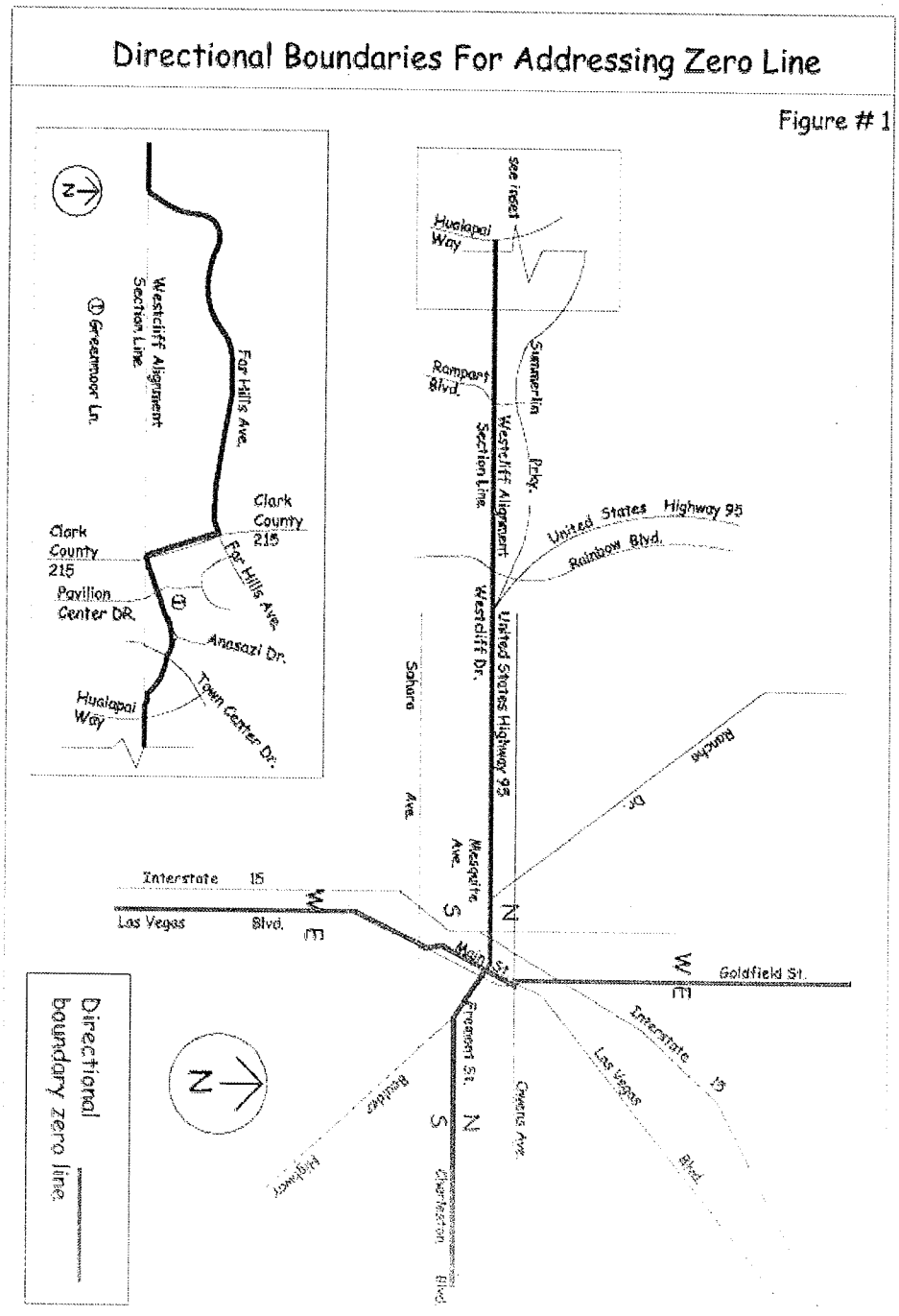
E. Permit Approval

1. Assigned address numbers are required on all new building permits and utility connection applications.

F. Address for Utility Services

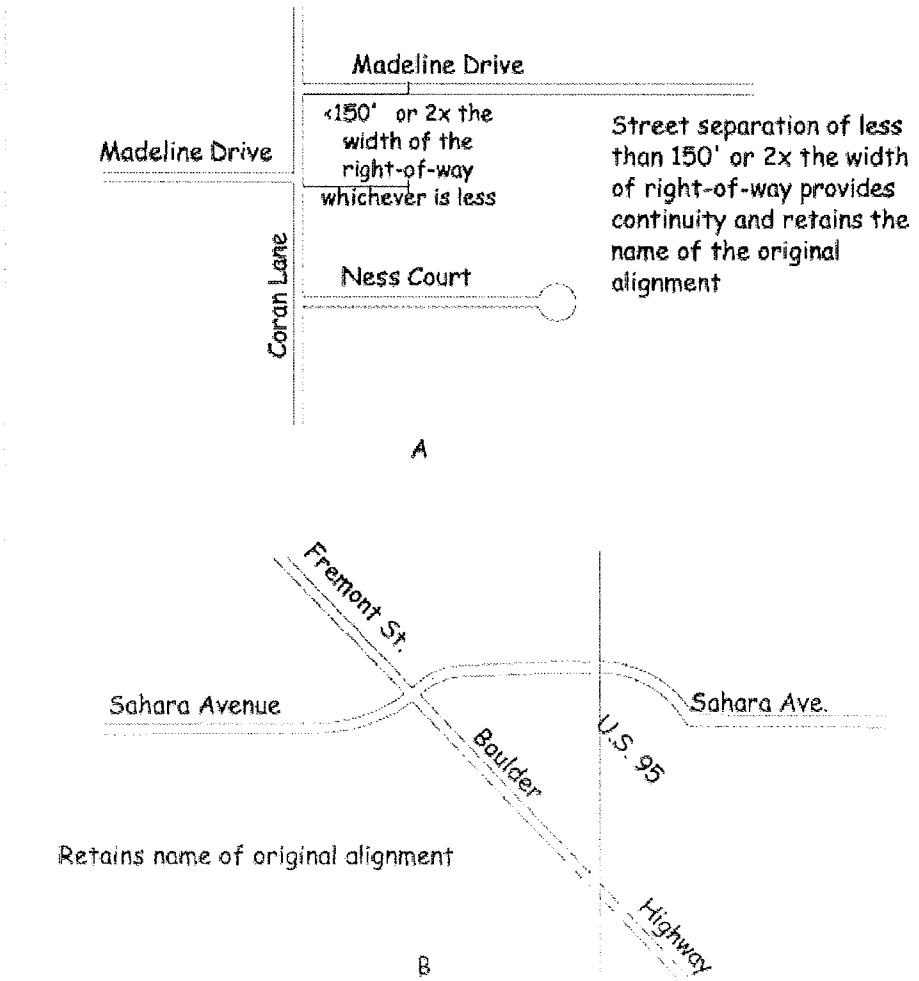
1. In order to apply for any utility service for a construction office, sales office or other structure at the time of construction, the property owner or developer must demonstrate evidence of a correct legal address.

IX. FIGURES


Directional Boundaries For Addressing Zero Line
Figure # 1
N
Greenmoor Ln.
Westcliff Alignment
Section Line
Far Hills Ave.
Clark County 215
Clark County 215
Pavilion Center DR.
Far Hills Ave.
Anasazi Dr.
Town Center Dr.
Hualapai Way
see inset
Hualapai Way
Rampart Blvd.
Summerlin Pkwy.
Westcliff Alignment
Section Line
United States Highway 95
Rainbow Blvd.
Westcliff Dr.
Sahara Ave.
United States Highway 95
Mesquite Ave.
Interstate 15
Las Vegas Blvd.
Main St.
Goldfield St.
Boulder Hwy
Interstate 15
Las Vegas Blvd.
Fremont St.
Owens Ave.
Boulder Highway
Charleston Blvd.
Directional boundary zero line.

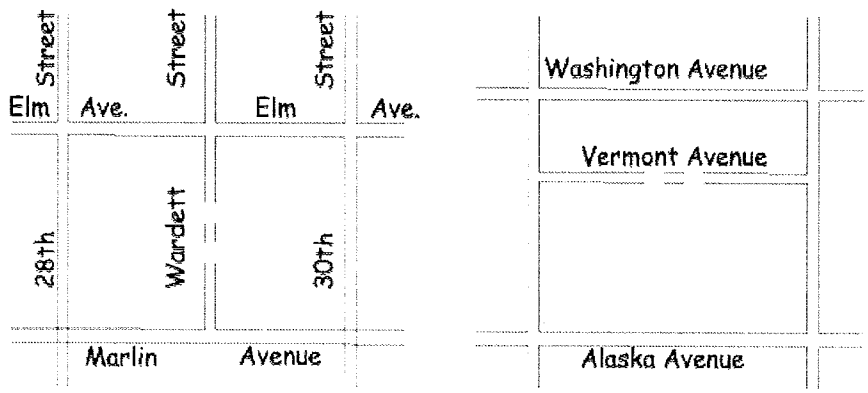
Offset Alignments

Figure # 2



Straight Streets

Figure # 3

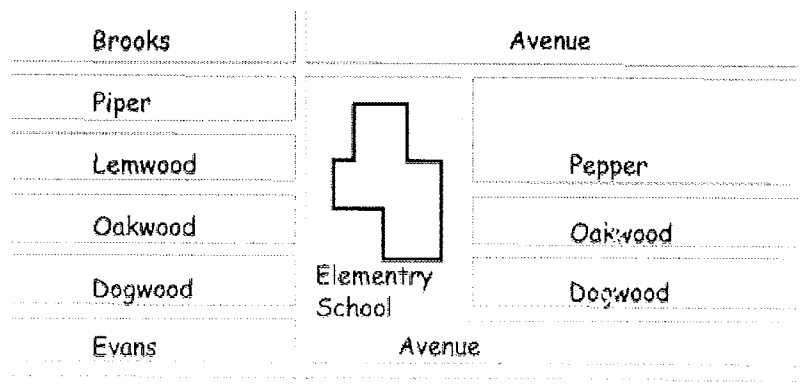


Assume the name of the street it is aligned with and connects with in the future

A

Not in alignment with, nor an extension of any other street.

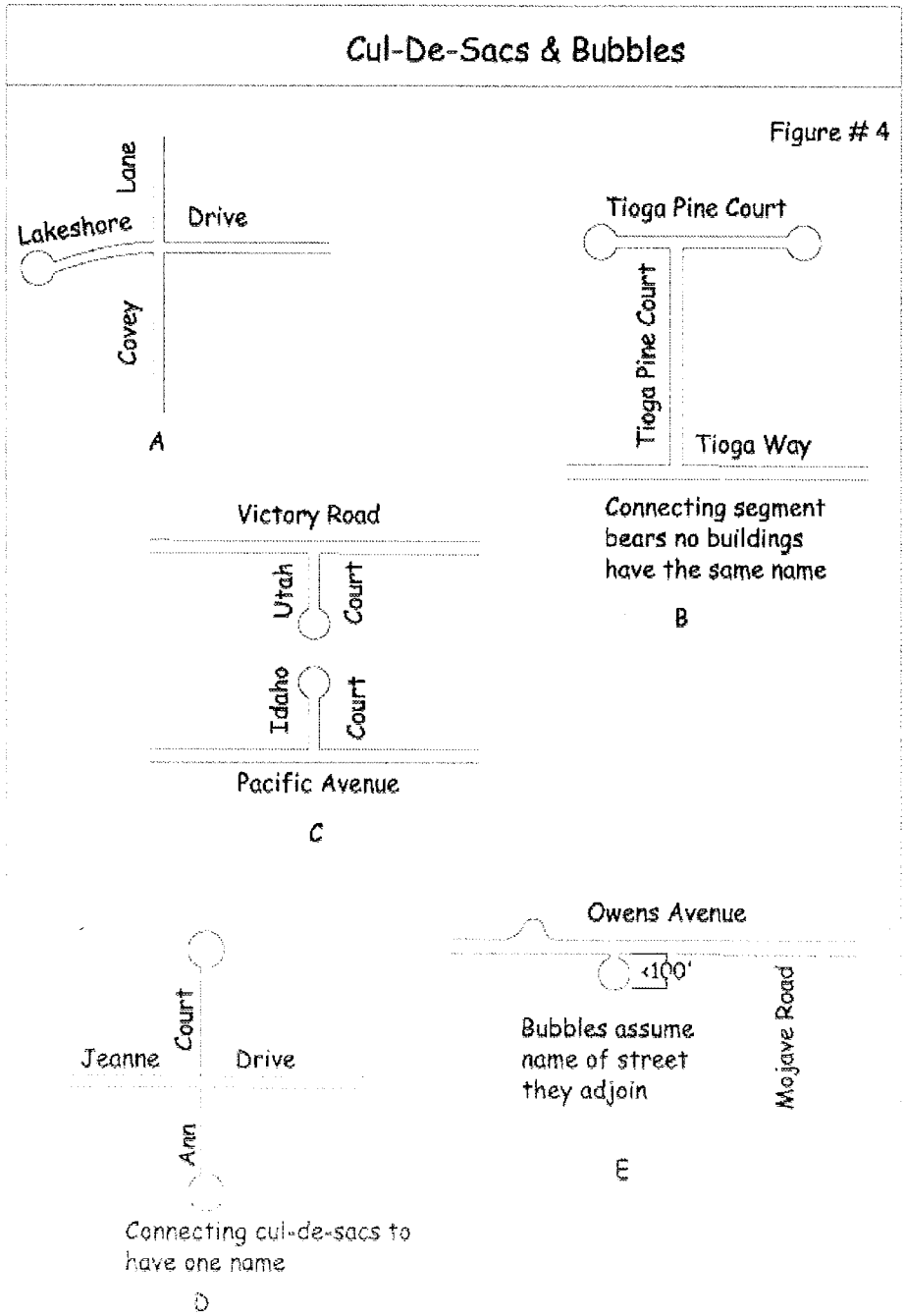
B

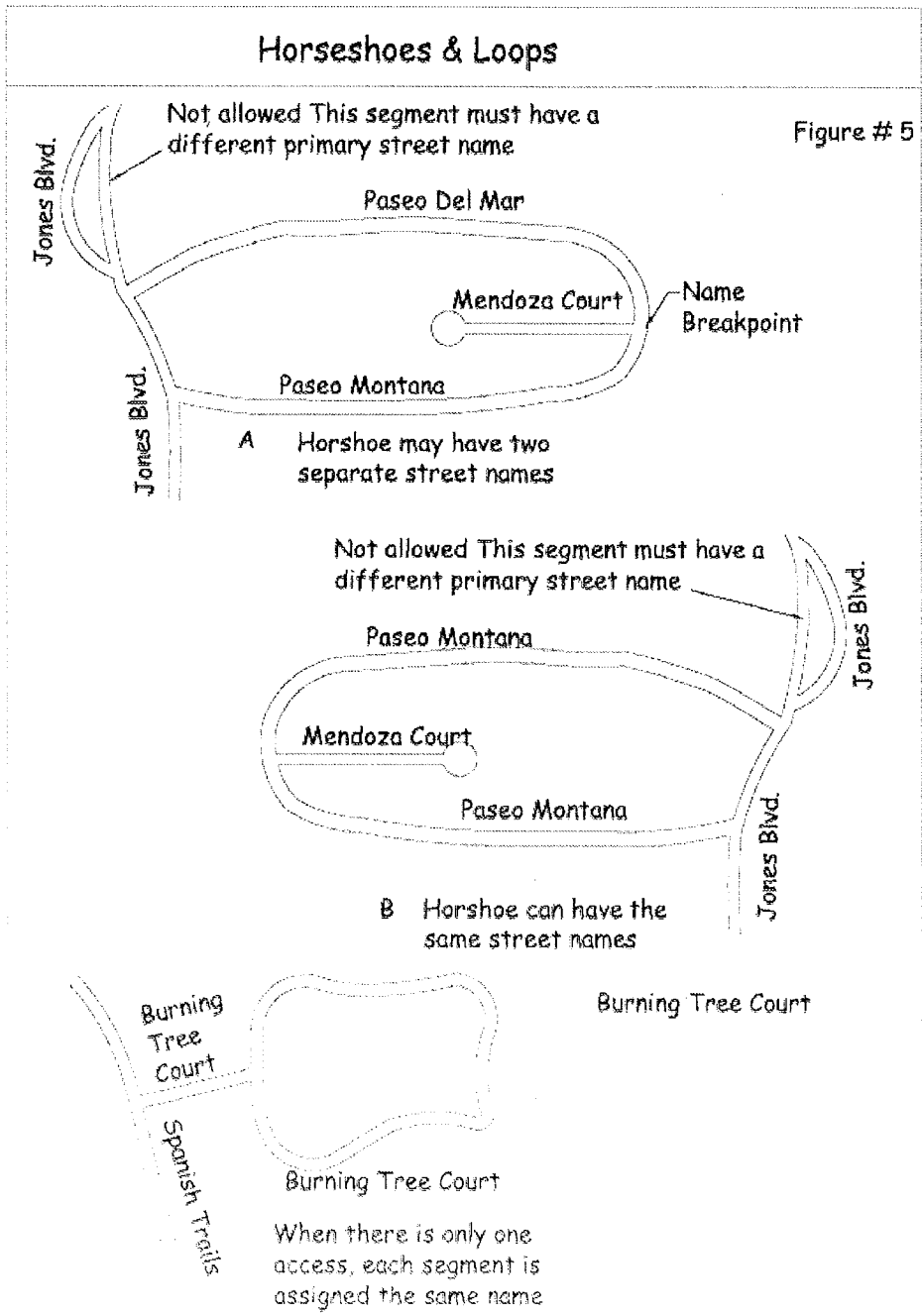


C

Existing Street name cannot be assigned to a different alignment or be assigned if it will not connect in the future

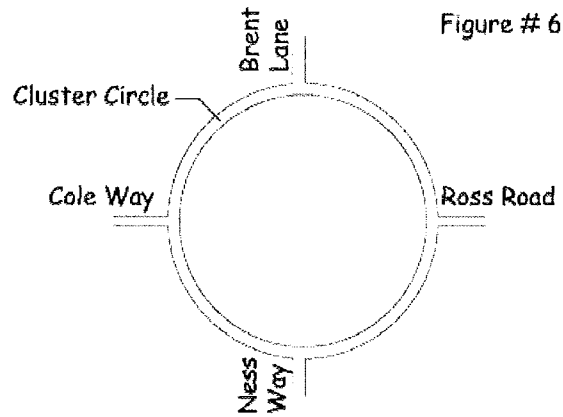
Proposed Streets
Exisiting Streets


Cul-De-Sacs & Bubbles
Figure # 4
Lakeshore
Lane
Drive
Covey
A
Tioga Pine Court
Tioga Pine Court
Tioga Way
Connecting segment bears no buildings have the same name
B
Victory Road
Utah
Court
Idaho
Court
Pacific Avenue
C
Owens Avenue
<100'
Bubbles assume name of street they adjoin
Mojave Road
E
Jeanne
Court
Drive
Ann
Connecting cul-de-sacs to have one name
D


Horseshoes & Loops
Figure # 5
Not allowed This segment must have a different primary street name
Jones Blvd.
Paseo Del Mar
Mendoza Court
Name Breakpoint
Paseo Montana
Jones Blvd.
A Horshoe may have two separate street names
Not allowed This segment must have a different primary street name
Jones Blvd.
Paseo Montana
Mendoza Court
Paseo Montana
Jones Blvd.
B Horshoe can have the same street names
Burning Tree Court
Burning Tree Court
Spanish Trails
Burning Tree Court
When there is only one access, each segment is assigned the same name
C

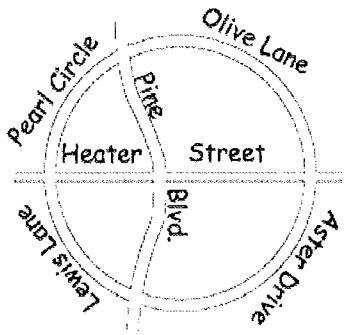
Circles & Loops

Figure # 6



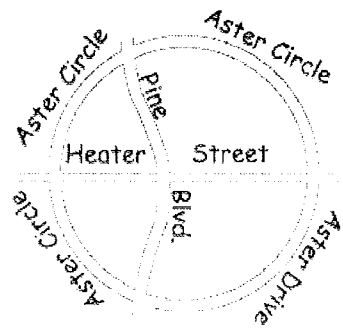
Circular or horseshoe-shaped streets shall not have the same street name as that of the principal street it intersects

A



When buildings are on looped roads street name changes at breaking points

B

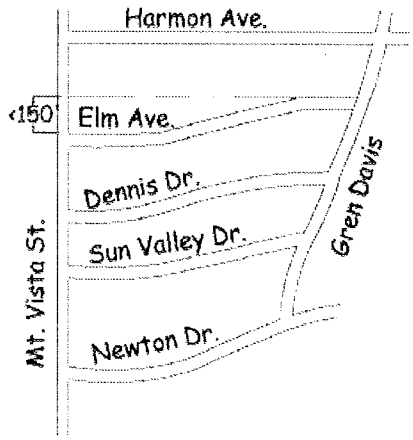


C

When no buildings are on looped roads street name remains the same

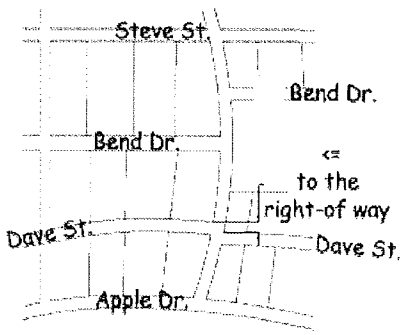
Curvilinear Streets

Figure # 7



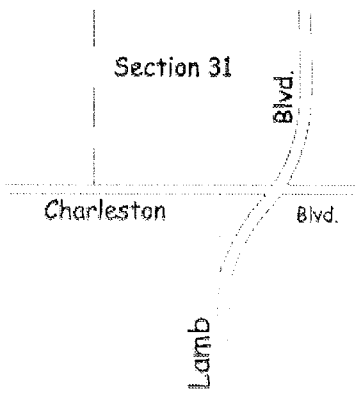
If the alignment is less than 150 feet the name remains the same

A



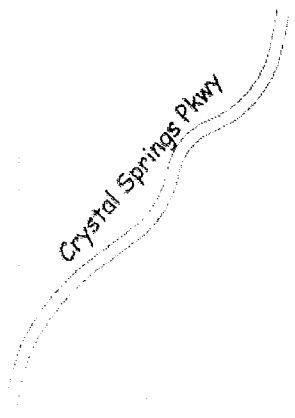
In a residential development if the alignment is equal to or less then the right-of-way, the name may remain the same

B



If street returns to section alignment the street name remains the same

C

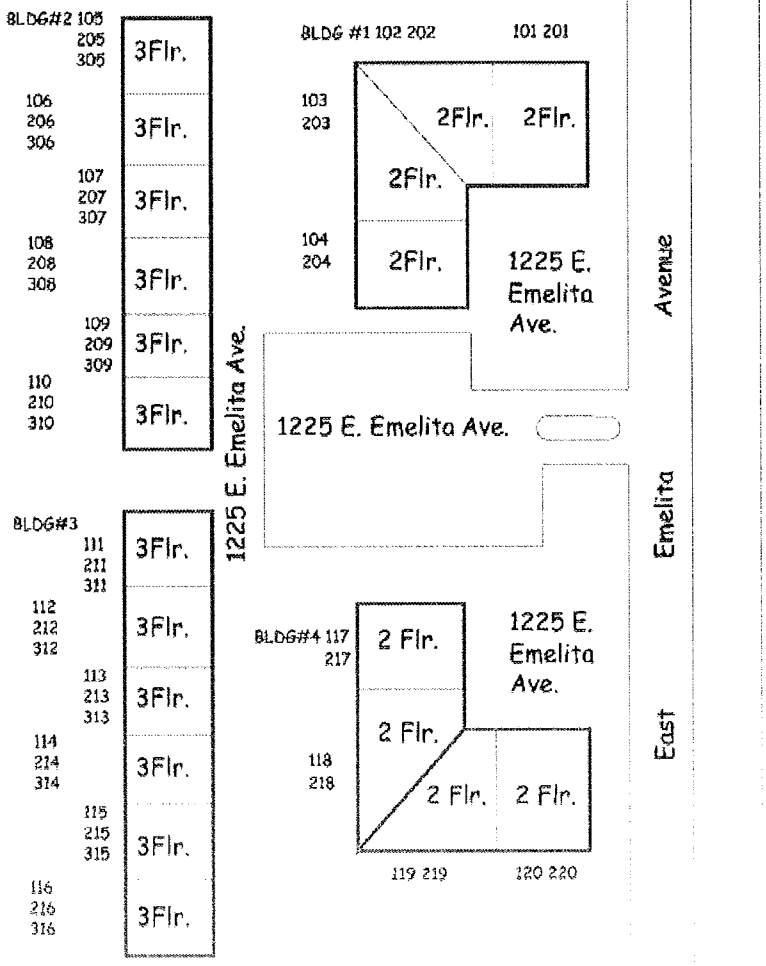


Original alignment cannot be extended

D

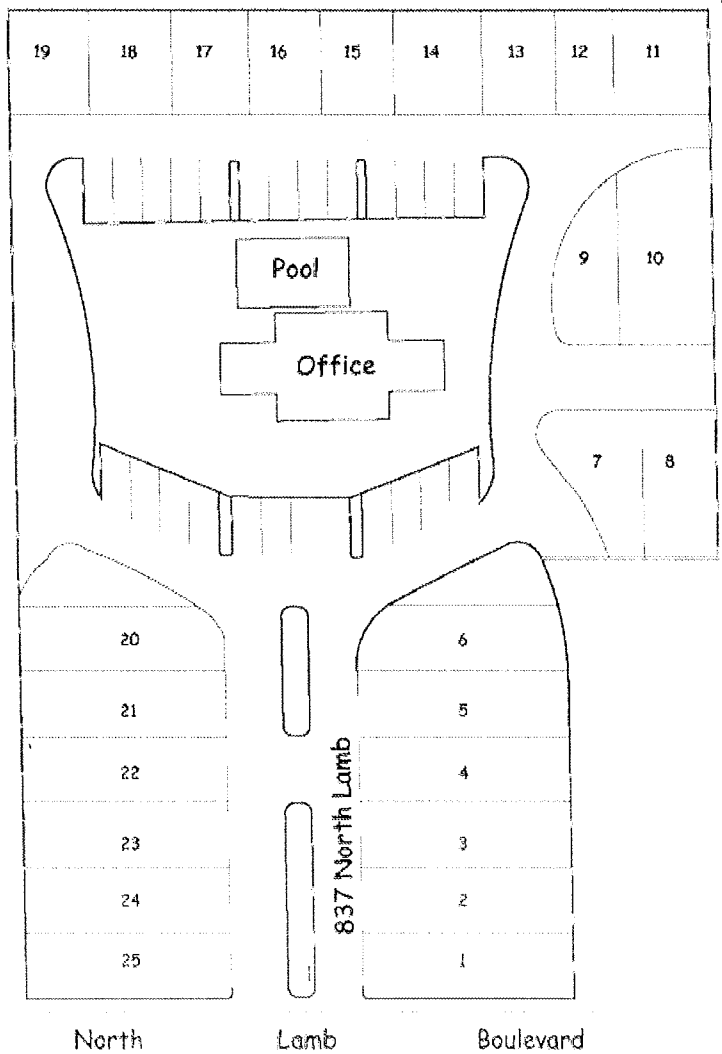
Multi-Floor Residential Addressing System

Figure # 8



Manufactured Home Park Addressing System

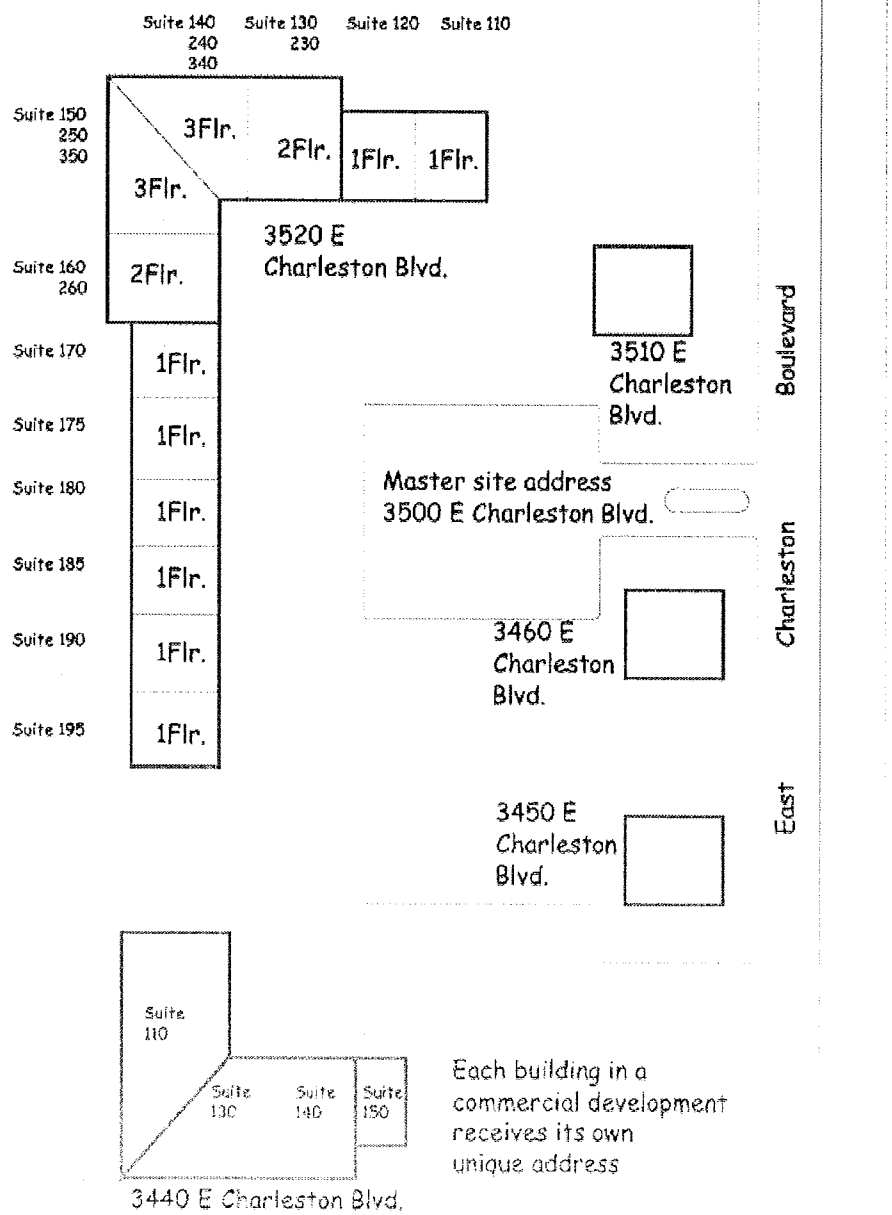
Figure # 9



Manufactured Home Park receive one master address. Lots/space numbers are assigned from the primary entrance in a counter clockwise sequence starting from left to right. The office/club house receives the same address as the master site address.

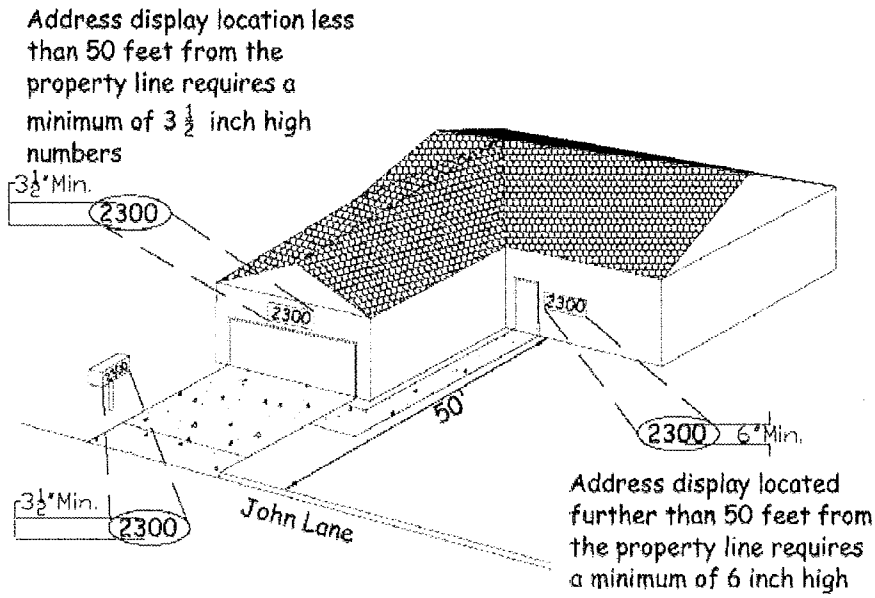
Single and Multi-Floor Commerical Addressing System

Figure # 10



Address Display Requirements for Single Family Residential

Figure # 11

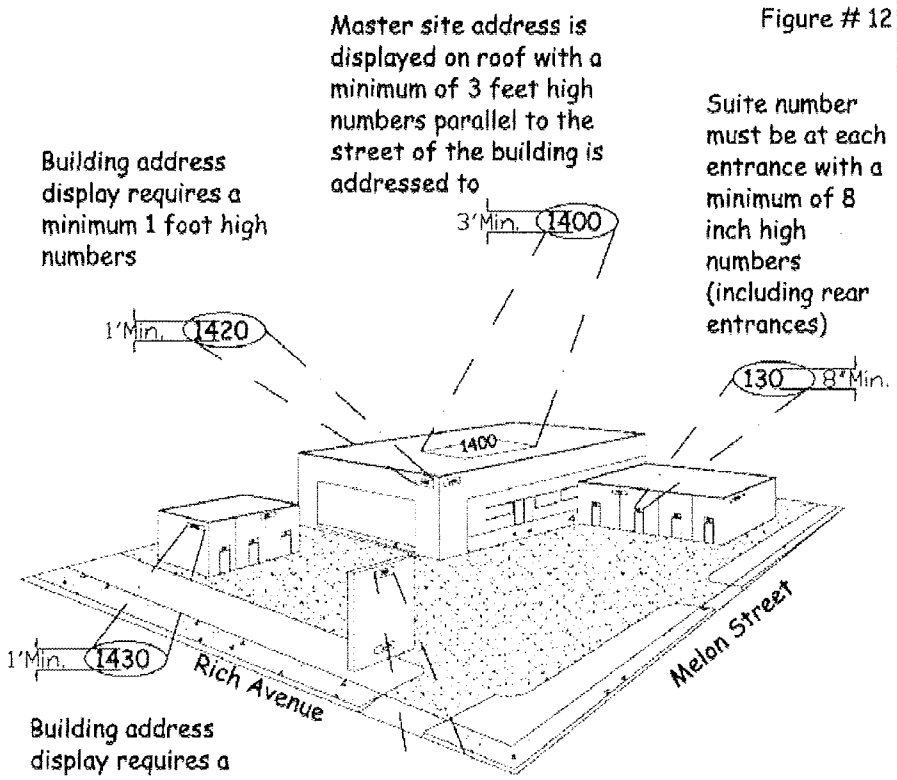


Requirements:

- Addresses must be displayed on both sides of the mailbox, if there is one on the lot
- Place address so it is visible from the street in both directions
- Contrast the color of the address numbers from the address background
- Illuminate the address directly or indirectly so it is visible at night
- Place address clear of landscape and visual obstructions

Address Display Requirements for Commercial Complexes

Figure # 12

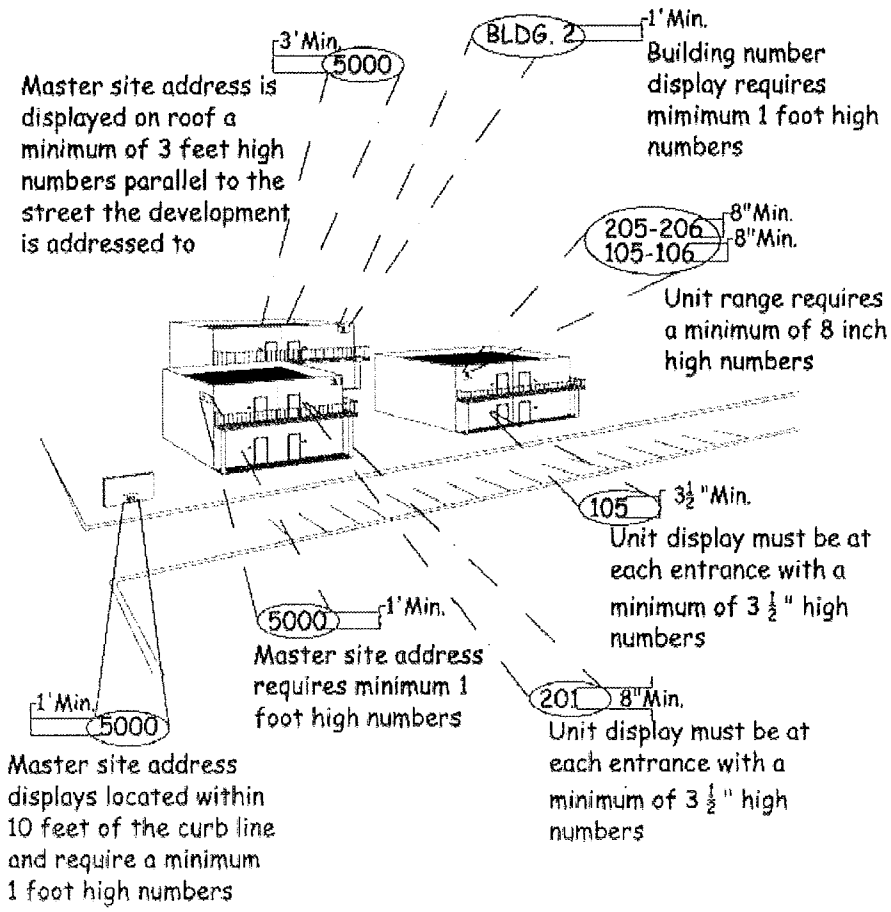


Requirements:

- General/Master site address or address range must be displayed on the freestanding sign, if there is one on the lot and on at least one location on each building
- Place address so it is visible from the street in both directions
- Contrast the color of address and suite numbers with the color of the background
- Illuminate the address and unit numbers directly or indirectly so they are visible at night
- Place address and unit numbers clear of landscaping and visual obstructions
- Suite address displays must be at every entrance

Address Display Requirements for Mixed Use and Multi-Family Complexes

Figure # 13

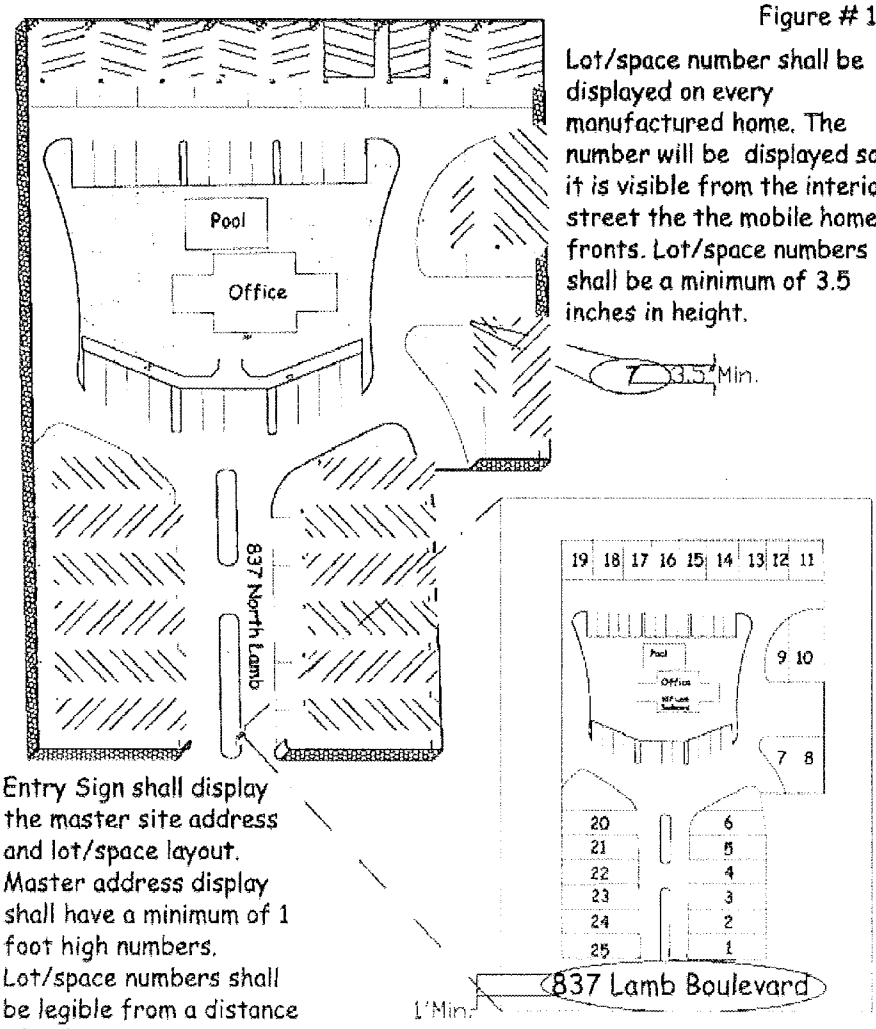


Requirements:

- -General/Master site address must be displayed on the freestanding sign, if there is one on the lot and on at least on location on the building
- -Place the general/master site address so it is visible from both directions
- -Contrast the color of address and unit numbers with the color of the background
- -Illuminate the address and unit numbers directly or indirectly so they are visible at night
- -Place General/Master site address and unit numbers clear of landscaping and visual obstructions
- -Unit address displays must be at every entrance

Manufactured Home Park Addressing Display Requirements

Figure # 14



Lot/space number shall be displayed on every manufactured home. The number will be displayed so it is visible from the interior street the the mobile home fronts. Lot/space numbers shall be a minimum of 3.5 inches in height.

Entry Sign shall display the master site address and lot/space layout. Master address display shall have a minimum of 1 foot high numbers. Lot/space numbers shall be legible from a distance of 3 feet.

Manufactured Home Parks receive one master address; Lot/space numbers are assigned from the primary entrance in a counter clockwise sequence. When there is a single office/clubhouse then that structure receives the same address as the master site address . When there is more then one office/clubhouse then the office at the primary entry receives the master site address and all remaining offices receive an address within the proper street address range of the main entry.

CITY OF LAS VEGAS

DEPARTMENT OF PLANNING AND DEVELOPMENT
731 S. 4th Street
Las Vegas, NV 89101

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-31 – Allows boat and trailer sales in the C-1 Zoning District by means of special use permit. (TXT-34092) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
Boat and trailer sales are currently not permitted in the C-1 Zoning District. It has been proposed to allow that use in the C-1 Zoning District by means of special use permit, with minimum conditions designed to make the use more compatible with the district.

RECOMMENDATION:
It is recommended that the City Council give due consideration to this proposal and take the action deemed appropriate.

BACKUP DOCUMENTATION:
Bill No. 2009-31

BILL NO. 2009-31

ORDINANCE NO. _____

AN ORDINANCE TO ALLOW BOAT AND TRAILER SALES IN THE C-1 ZONING DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Allows boat and trailer sales in the C-1 Zoning District by means of special use permit.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to allow the use "Boat and Trailer Dealership (New and Used)" in the C-1 Zoning District by means of special use permit. In order to reflect the amendment, the entry for the use "Boat and Trailer Dealership (New and Used)," as found in the "Auto and Marine Related" element of the Land Use Tables, is amended to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Boat & Trailer Dealership (New and Used)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S		C	C
Description: The use of any building or lot for the display and sale of new or used boats, jet skis or other marine vessels, along with corresponding trailers.																					
Conditional Use Regulations: 1. The minimum site area shall be 25,000 square feet. 2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure. 3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.																					
Minimum Special Use Permit Requirements: 1. The minimum site area shall be 25,000 square feet. 2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure. 3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way. 4. All sales activities and storage shall be within an enclosed structure. (C-1 only)																					
On-Site Parking Requirement: One space for each 500 square feet of enclosed gross floor area.																					

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 is deemed to be a subchapter rather than a section.

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:

Valstead 6-17-09
_____
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.: **84.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-33 – Revises the zoning regulations governing small wind energy systems. (TXT-33703) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise the zoning regulations governing small wind energy systems, expanding the zoning districts and circumstances in which such systems may be used in connection with both residential and nonresidential development. The revisions are consistent with State law, as well as with City plans and policies that encourage the use of alternative energy sources. The revisions include provisions to ensure that the use of such systems is compatible with surrounding uses.

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. 2009-33

BILL NO. 2009-33

ORDINANCE NO. _____

AN ORDINANCE TO REVISE THE ZONING REGULATIONS GOVERNING SMALL WIND ENERGY SYSTEMS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Revises the zoning regulations governing small wind energy systems.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Small Wind Energy System," as found in the "Utilities, Communication and Transportation" element of Table 2, to read as follows:

Table 2 – Land Use Table

Utilities, Communication and Transportation

P = Permitted Use	C = Conditional Use (Permitted with Conditions)	S - Special Use Permit Required
A = Accessory Use	H = Home Occupation Permit	T = Temporary Commercial Permit Required (Per Section 19.18.100)

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
Small Wind Energy System		C	C	C	C								C		C		C	C	C	C	C

Description:
A wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and which is intended primarily to reduce on-site consumption of utility power. The use is not to be deemed an accessory structure.

Conditional Use Regulations:

1. [The minimum parcel size shall be two acres (net).
2.] No small wind energy system is eligible for approval if all or part of the property is within a conservation easement or scenic highway corridor, or is listed on the State or National Registers of Historic Places, unless the applicant submits satisfactory evidence that the addition of a small wind energy system is not a violation of the rules that govern the development of the property.
[3. The tower height (meaning the height above grade of the fixed portion of the tower, excluding the wind turbine itself) may not exceed the lesser of the following:
   a. The maximum height recommended by the manufacturer or distributor of the system, as demonstrated by evidence included with the application; or
   b. A height of 90 feet for a qualifying parcel less than 2 net acres in size, or a height of 110 feet on a parcel of 5 net acres or more in size.]
2. On parcels under 20,000 square feet in size, the system:
   a. Shall be directly mounted on or attached to the principal structure on the site.
   b. Shall not extend more than 10 feet above the highest point of the roof of the principal

	structure, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding the wind turbine). 3. On parcels 20,000 square feet in size or larger: a. The system may be directly mounted on or attached to the principal structure on the site, or may be mounted on a freestanding tower. Where possible, the system should be integrated with other structures, such as buildings, light poles or on-premise sign structures, so as to minimize visual impacts. b. The system shall not extend to a height greater than 65 feet for residential parcels, or 90 feet for nonresidential parcels, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding the wind turbine). c. When the system is mounted on a freestanding tower, the tower and any guy-wires or other supports shall comply with all minimum setbacks for the property, and the tower shall be set back from any habitable structure on an adjacent property a distance at least as great as the height of the tower. 4. [In the R-D Zoning District, the entire system must be set back at least 30 feet from the front property line and at least 10 feet from the side and rear property lines. In the R-A and R-E Zoning Districts, the entire system must be set back at least 50 feet from the front and side property lines, and at least 10 feet from the rear property line.] No more than one system shall be permitted on a parcel of land. 5. [No part of a system, including guy wire anchors, may be closer to any residential building or outbuilding than the sum of the following distances: the length of the tower, plus half the length of the blade diameter, plus an additional 10 feet. 6. A] The system shall be constructed and maintained so that noise levels do not exceed 60dBA, as measured by a sound level meter at the closest neighboring inhabited dwelling. However, this level may be exceeded during short term events such as utility outages or severe windstorms. [7.] 6. The applicant must submit proof of turbine certification approved under the Emerging Technologies program of the California Energy Commission or any other small wind certification program recognized by the American Wind Energy Association. [8.] 7. A system must comply with applicable FAA regulations, including any necessary approvals for installations close to airports. Such approvals must be received prior to the submittal of a building permit application. For locations within the Airport Overlay District, the system must comply with all regulations and requirements applicable to that district. [9.] 8. A system must comply with all applicable fire codes and building codes. [10.] 9. A building permit application for a system must be accompanied by: a. Standard drawings of the wind turbine structure including base, tower and footings; b. An engineering analysis of the tower showing compliance with the International Building Code and certified by a licensed professional engineer; and c. A line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code. [11.] 10. Before the installation of a system, the applicant must provide satisfactory evidence that the electrical utility provider has been informed of the applicant's intent to install a system. An off-grid system shall be exempt from this requirement if the property is not served by an electrical utility provider. [12.] 11. No system 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. [13.] 12. Except with respect to Conditional Use Regulations 2, 3, 4 and 10, [The] the Special Use Permit provisions of Section 19.04.040(B) do not apply to this use.

SECTION 2: Ordinance No. 6041 and Title 19, Chapter 8, Section 60, Subsection (B), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Paragraph (3) reads as follows:

(3) Exceptions.

(a) The following structures may project a maximum of twelve feet above the Proximity Slope:

(i) Chimney and vent stacks.

(ii) Roof structures for the use of solar panel units, elevators, stairs, tanks, ventilation and similar necessary mechanical equipment.

(iii) Visual screens which surround mounted mechanical equipment.

(iv) Skylights.

(v) Whip and mounted antennas.

(b) Church steeples, utility transmission lines and towers, wireless communication facilities when attached to a utility transmission line pole or tower, small wind energy systems, and municipal utility facilities such as water towers are exempt from the maximum height provisions.

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to amend the definition of "Small Wind Energy System" to read as follows:

"Small Wind Energy System" means a wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and which is intended to primarily reduce on-site consumption of utility power. For purposes of this Title, the use shall not be deemed an accessory structure.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010, 19.08.060 and 19.20.020 are deemed to be subchapters rather than sections.

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 6-30-09
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.: **85.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss the upcoming labor negotiations

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 15, 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.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

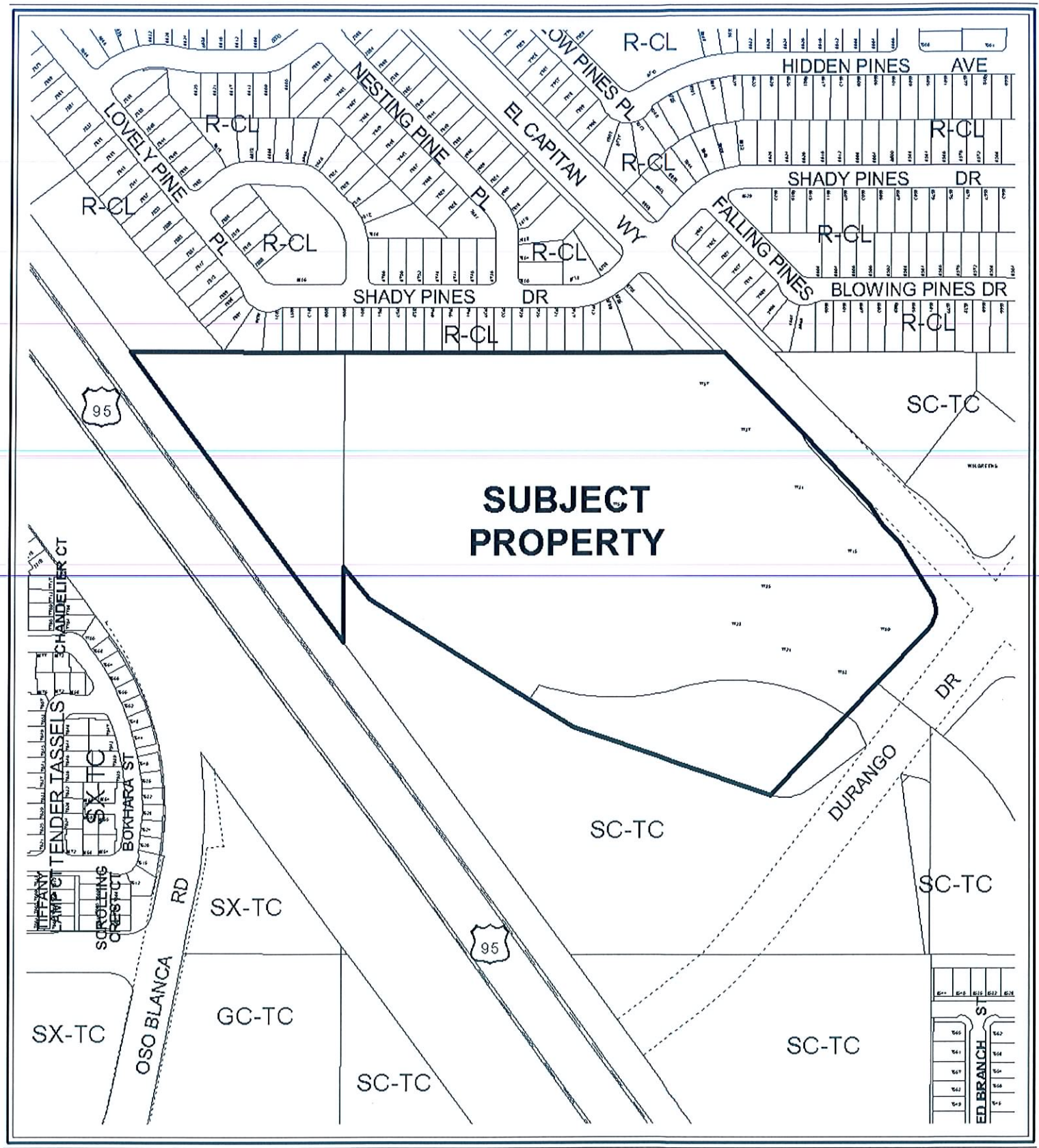
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-34757 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC. - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20497) FOR A BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-20497



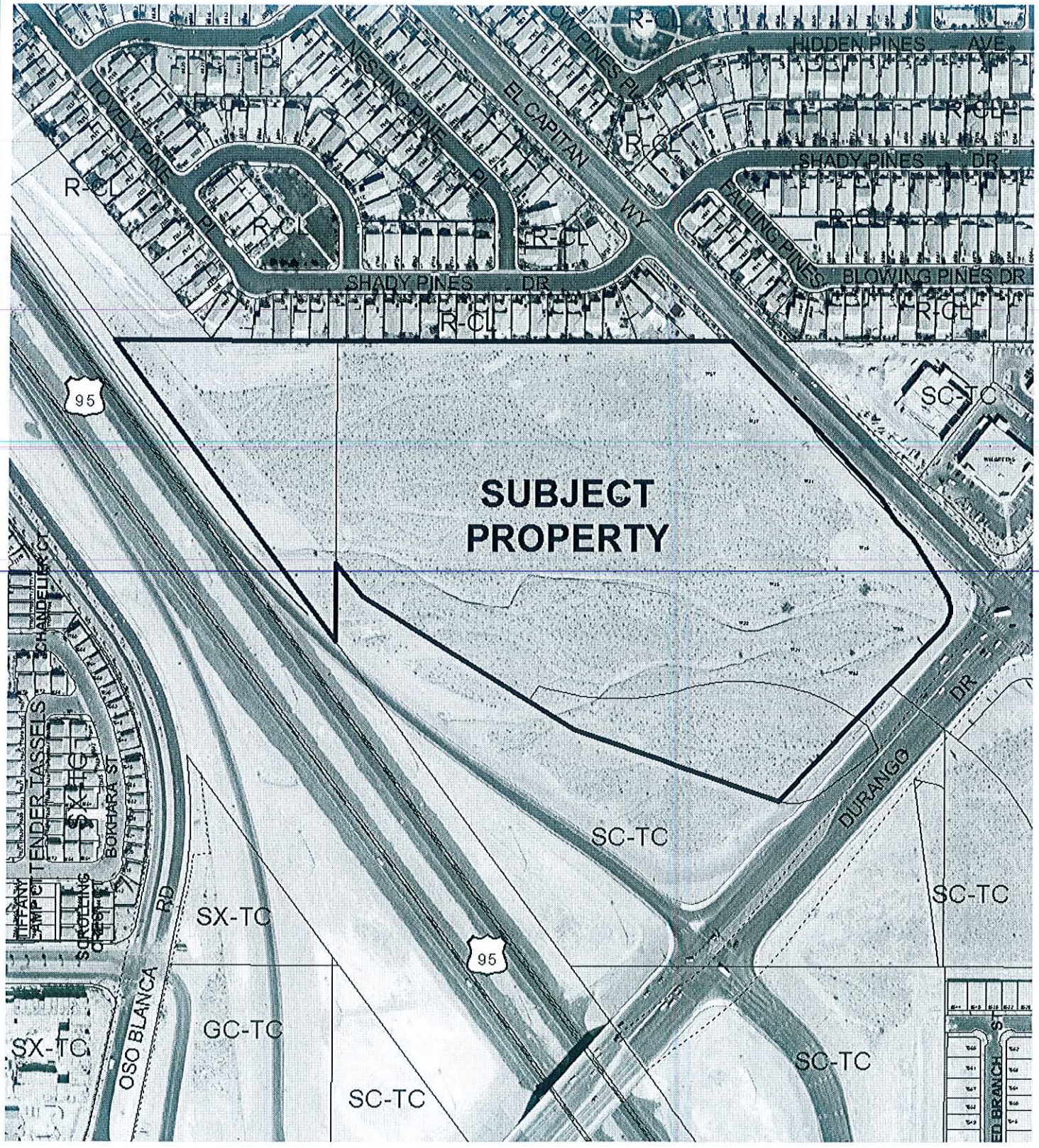
0 300 600 Feet

CASE: **EOT-34757**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



0 300 600 Feet

CASE: **EOT-34757**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-34757 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: JPL ENGINEERING - OWNER: CAROLINE'S COURT LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Special Use Permit (SUP-20497) shall expire on July 11, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Special Use Permit (SUP-20497) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of El Capitan Way and Durango Drive. Since the original approval of the Special Use Permit (SUP-20497), several building permits have been issued and plan checks submitted for the proposed development. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval.

It is noted that there are three (3) related Extension of Times (EOT-34759, EOT-34761, and EOT-34762) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) of 1,468 acres on property located within the area designated Town Center on the Northwest Amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval on 11/05/98.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square-foot commercial center and waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.
07/11/07	The City Council approved a request for a Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.

07/11/07	The City Council approved a request for a Special Use Permit (SUP-20498) for Outdoor Storage, Accessory at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.
07/11/07	The City Council approved a request for a Special Use Permit (SUP-20499) for a Restaurant with drive-through at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/09.
07/22/08	A Code Enforcement case (67991) was processed for graffiti on a building on the northwest side on Ford Road and Durango Drive. Code Enforcement closed on the case on 07/25/08.
04/23/09	The Planning Commission approved a request for a Waiver (WVR-33758) of Town Center Development Standards to allow no amenity zone along a 233-foot portion of Durango Drive where a 2.5-foot amenity zone is required adjacent to the northwest corner of Durango Drive and El Capitan Way.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a commercial development with waivers of the Town Center Sign Standards to allow an 80-foot pylon sign where 53 feet is permitted, three monument signs along El Capitan Way street frontage where two are permitted, and to allow wall signs to face an existing residential development that is located outside the limits of the Centennial Hills Town Center where such is not permitted on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive.
Related Building Permits/Business Licenses	
No business licenses have been issued for the subject property.	
Two (2) Plan Checks (25179 and 27890) were submitted for the retail shell buildings and a restaurant on the subject property, in addition to several building permits for the commercial development, though construction has not yet begun.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	23.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Commercial Center	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
North	Single-Family Residences	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
South	Undeveloped Land	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way
East	Retail Establishments	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
West	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
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 request for an extension of time for a previously approved Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of El Capitan Way and Durango Drive. In the time since the original approval of the Special Use Permit (SUP-20497), the applicant has been issued several building permits and submitted two Plan Checks for the retail shell buildings and a restaurant, though construction has not yet begun.

In accordance with Title 19.18.060, a Special Use Permit is exercised upon the approval of a business license for the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-20497) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. Though plans have been submitted and building permits issued, construction of the project has not yet begun. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of Special Use Permit (SUP-20497) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-34757 APN: 125-17-601-012, 017 and 125-17-202-001

Name of Property Owner: Caroline's Court LLC

Name of Applicant: JPL Engineering, Inc.

Name of Representative: James Lopez

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: Jacob Kiby Khakshouri

Subscribed and sworn before me

This 2 day of June, 20 09

_____

Notary Public in and for said County and State

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013

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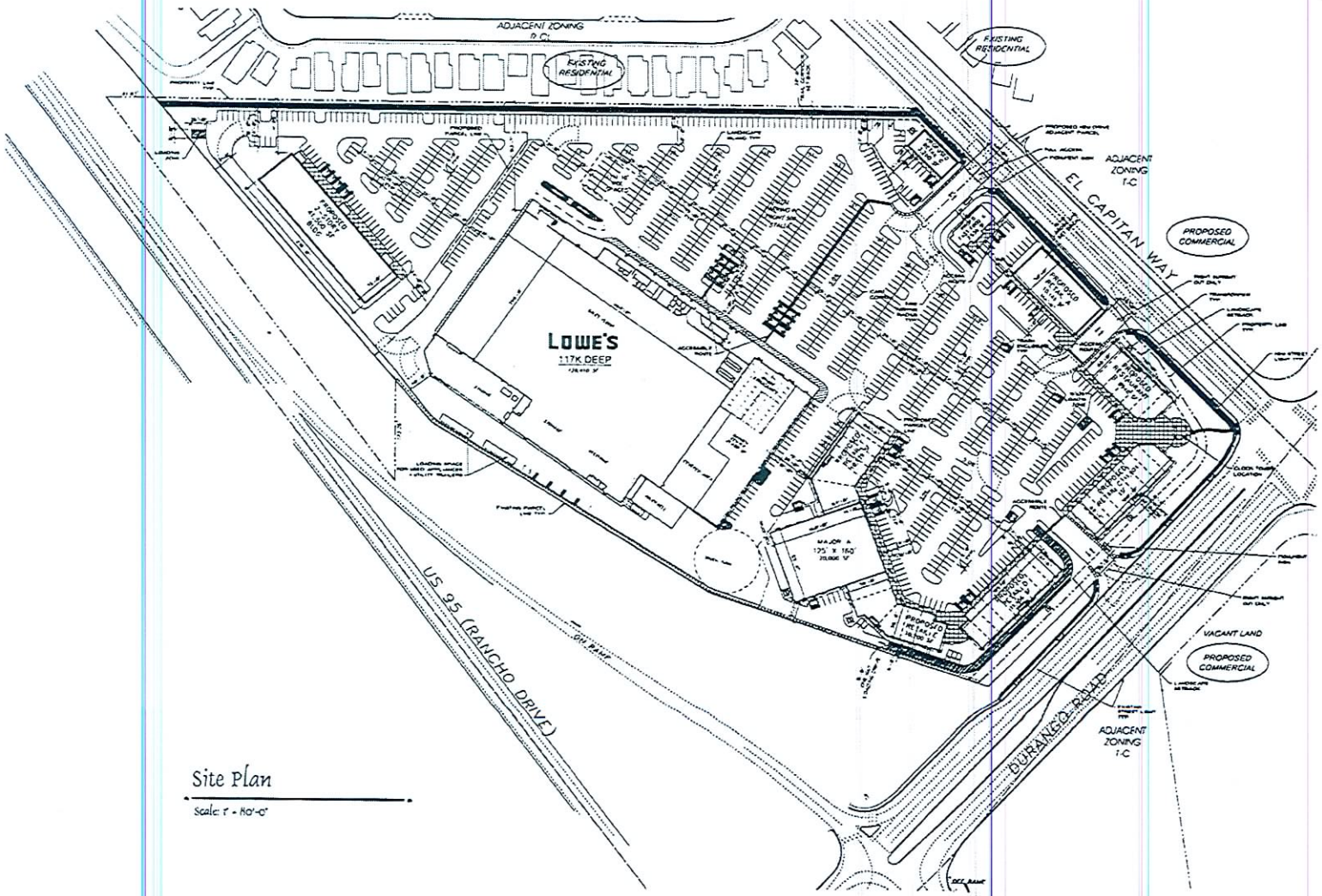


Site Plan

Scale: 1" = 80'-0"

Site Data

ASSESSOR'S PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	I-C

Site Area Data

SITE GROSS	+/- 23.82 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	269,734 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,638 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11.89 ACRES 517,982 S.F.
BUILDING AREA GROSS	139,410 S.F. GROSS
SITE COVERAGE	27 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.0 ACRES 368,273 S.F.
BUILDING AREA GROSS	88,824 S.F. GROSS
SITE COVERAGE	24 PERCENT

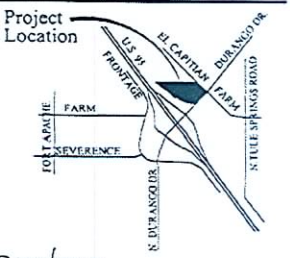
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 22%	+/- 226,058 SF +/- 5.2 ACRES

Parking Data:

BUILDING		PARKING		
BLDG	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,650 S.F.	1/250	11	21=8/1000
RETAIL A,C,D,I,F	42,430 S.F.	1/250	170	214=5/1000
RESAURANT B	6,940 S.F.	1/250	36	72=58/1000
RETAIL G	3,200 S.F.	1/250	13	16=5/1000
LOWES	139,410 S.F.	1/250	558	568=4.1/1000
MAJOR A	20,000 S.F.	1/250	80	80=4/1000
2 STORY BLDG	41,500 S.F.	1/250	166	166=4/1000
TOTAL	269,734 S.F.		1081	4.2/1000 1,137

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court

Schematic Design

SDR-2078

April 18, 2007

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Indigo Architecture, Inc.

EOT-34757
07-15-09 CC

JUN 05 2009

JPL ENGINEERING INC.
5096 W. Post Road
Las Vegas, NV 89118
Ph. (702) 898-6269 Fx. (702) 650-6260-064

June 4, 2009

Planning & Development Department
City of North Las Vegas
2266 Civic Center Drive
North Las Vegas NV 89030

RE: Extension of Time Application for SDR 20496, SUP 20497, SUP 20498 and SUP 20499
APN: 125-17-601-012, 017 & 125-17-202-001, Northwest corner of El Capitan Way and Durango Drive, City of Las Vegas

Dear Staff:

On behalf of the applicant, Caroline's Court LLC, JPL Engineering Inc. respectfully submits this Extension of Time application. The property is located generally in the northwest corner of El Capitan Way and Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

According to staff's memorandum dated February 18, 2009, the SDR will expire in July 2009 unless a building permit is pulled and the SUP permits will expire in August 2009 unless business license, certificate of occupancy or a final inspection has been approved.

To date, there have been various building permits issued. However, the construction has not yet been completed. Therefore, it has become necessary to file for an extension of time on all the applications since business licenses and final inspections cannot be completed until construction is completed.

Should you have any questions regarding the project, please feel free to contact our office at (702)898-6269.

Sincerely,
JPL ENGINEERING INC

Kimanh T. Le, P.E.
Senior Project Manager

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EOT-34757
07-15-09 CC

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



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

August 9, 2007

Mr. Jacob Khakshouri
Caroline's Court, LLC
10877 Wilshire Boulevard, Suite #1407
Los Angeles, California 90024

RE: SUP-20497 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 11, 2007
RELATED TO SUP-20498, SUP-20499, AND SDR-20496

Dear Mr. Khakshouri:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Special Use Permit FOR A BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Added Condition:

A. The hours of operation are limited to 6:00 a.m. to 10:00 p.m. and delivery hours are limited to 6:00 a.m. to 10:00 p.m., Monday through Saturday.

Planning & Development

1. Deleted at City Council.

2. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-20498), Special Use Permit (SUP-20499), and Site Development Plan Review (SDR-20496) shall be required.

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.

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EOT-34757
07-15-09 CC

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Patrick Donalson
AMTI Sunbelt, LLP
720 Susanna Way
Henderson, Nevada 89011

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EOT-34757
07-15-09 CC

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

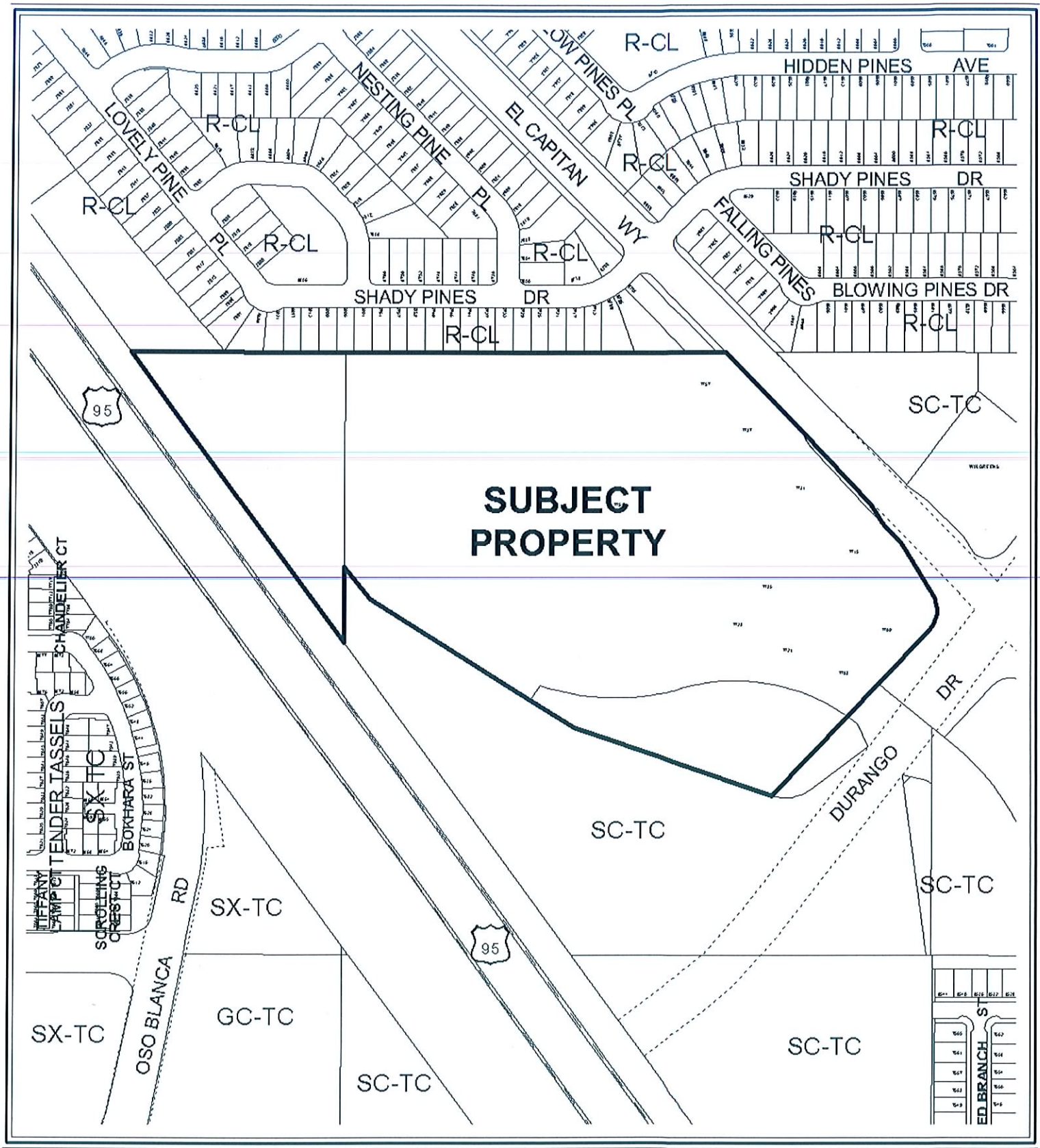
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-34759 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20498) FOR OUTDOOR STORAGE, ACCESSORY at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-20498



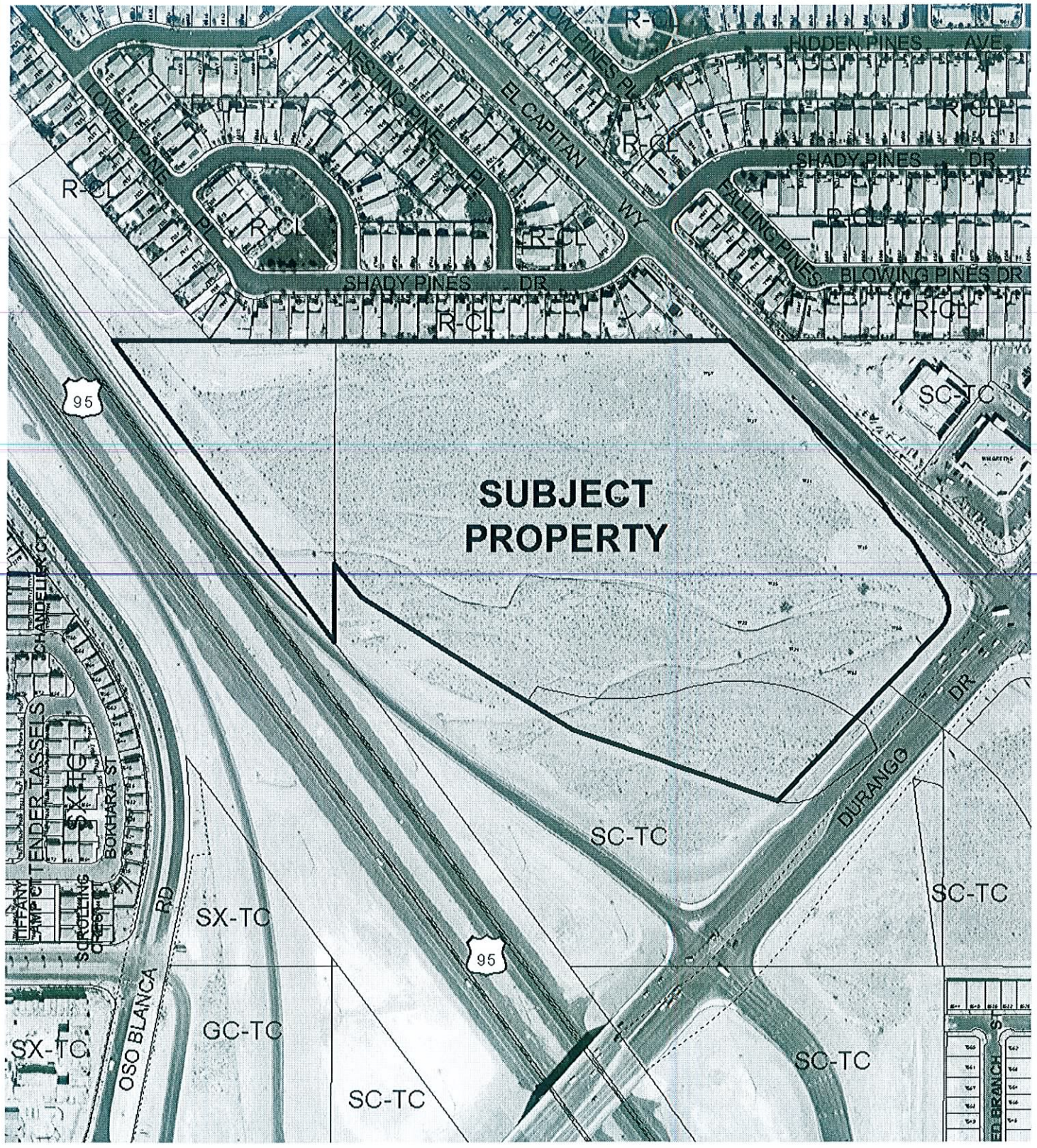
0 300 600 Feet

CASE: **EOT-34759**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



0 300 600 Feet

CASE: **EOT-34759**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-34759 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: JPL ENGINEERING - OWNER: CAROLINE'S COURT LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-20498) shall expire on July 11, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Special Use Permit (SUP-20498) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Special Use Permit (SUP-20498) for an Outdoor Storage, Accessory at the northwest corner of El Capitan Way and Durango Drive. Since the original approval of the Special Use Permit (SUP-20498), several building permits have been issued and plan checks submitted for the proposed development. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval.

It is noted that there are three (3) related Extension of Times (EOT-34757, EOT-34761, and EOT-34762) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) of 1,468 acres on property located within the area designated Town Center on the Northwest Amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval on 11/05/98.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square-foot commercial center and waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.
07/11/07	The City Council approved a request for a Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.

07/11/07	The City Council approved a request for a Special Use Permit (SUP-20498) for Outdoor Storage, Accessory at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.
07/11/07	The City Council approved a request for a Special Use Permit (SUP-20499) for a Restaurant with drive-through at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/09.
07/22/08	A Code Enforcement case (67991) was processed for graffiti on a building on the northwest side on Ford Road and Durango Drive. Code Enforcement closed on the case on 07/25/08.
04/23/09	The Planning Commission approved a request for a Waiver (WVR-33758) of Town Center Development Standards to allow no amenity zone along a 233-foot portion of Durango Drive where a 2.5-foot amenity zone is required adjacent to the northwest corner of Durango Drive and El Capitan Way.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a commercial development with waivers of the Town Center Sign Standards to an 80-foot pylon sign where 53 feet is permitted, three monument signs along El Capitan Way street frontage where two are permitted, and to allow wall signs to face an existing residential development that is located outside the limits of the Centennial Hills Town Center where such is not permitted on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive.
Related Building Permits/Business Licenses	
No business licenses have been issued for the subject property.	
Two (2) Plan Checks (25179 and 27890) were submitted for the retail shell buildings and a restaurant on the subject property, in addition to several building permits for the commercial development, though construction has not yet begun.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	23.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Commercial Center	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
North	Single-Family Residences	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
South	Undeveloped Land	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way
East	Retail Establishments	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
West	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
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 request for an extension of time for a previously approved Special Use Permit (SUP-20498) for Outdoor Storage, Accessory at the northwest corner of El Capitan Way and Durango Drive. In the time since the original approval of the Special Use Permit (SUP-20498), the applicant has been issued several building permits and submitted two Plan Checks for the retail shell buildings and a restaurant, though construction has not yet begun.

In accordance with Title 19.18.060, a Special Use Permit is exercised upon the approval of a business license for the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-20498) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. Though plans have been submitted and building permits issued, construction of the project has not yet begun. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of Special Use Permit (SUP-20498) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-34759 APN: 125-17-601-012, 017 and 125-17-202-001

Name of Property Owner: Caroline's Court LLC

Name of Applicant: JPL Engineering, Inc.

Name of Representative: James Lopez

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: Khakshouri

Print Name: Jacob Koby Khakshouri

Subscribed and sworn before me

This 2 day of June, 2009

Notary Public in and for said County and State

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013

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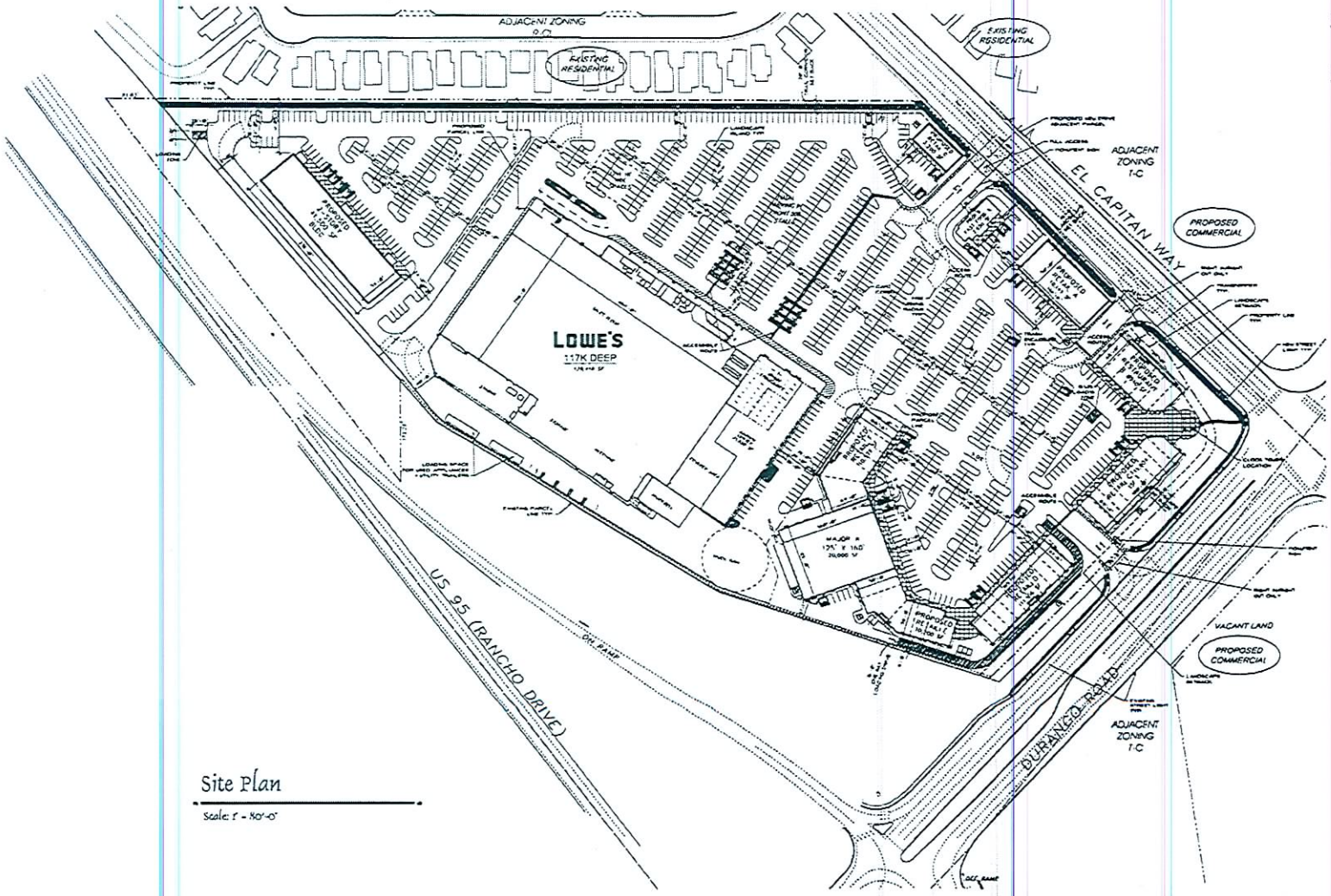

Site Plan

Scale: 1" = 80'-0"

Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	I-C

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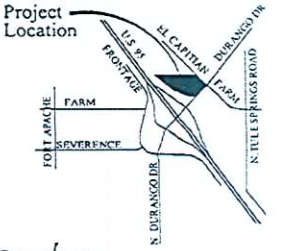
Vicinity Map



Owner / Developer

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LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

North

Caroline's Court

Schematic Design

April 18, 2007

Las Vegas, Nevada

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

SUPERSEDED

JUN 05 2009

- EOT-34759
" 07-15-09 CC

Indigo Architecture, Inc.

JPL ENGINEERING INC.
5096 W. Post Road
Las Vegas, NV 89118
Ph. (702) 898-6269 Fx. (702) 650-6260-064

June 4, 2009

Planning & Development Department
City of North Las Vegas
2266 Civic Center Drive
North Las Vegas NV 89030

RE: Extension of Time Application for SDR 20496, SUP 20497, SUP 20498 and SUP 20499
APN: 125-17-601-012, 017 & 125-17-202-001, Northwest corner of El Capitan Way and Durango Drive, City of Las Vegas

Dear Staff:

On behalf of the applicant, Caroline's Court LLC, JPL Engineering Inc. respectfully submits this Extension of Time application. The property is located generally in the northwest corner of El Capitan Way and Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

According to staff's memorandum dated February 18, 2009, the SDR will expire in July 2009 unless a building permit is pulled and the SUP permits will expire in August 2009 unless business license, certificate of occupancy or a final inspection has been approved.

To date, there have been various building permits issued. However, the construction has not yet been completed. Therefore, it has become necessary to file for an extension of time on all the applications since business licenses and final inspections cannot be completed until construction is completed.

Should you have any questions regarding the project, please feel free to contact our office at (702)898-6269.

Sincerely,
JPL ENGINEERING INC

Kimanh T. Le, P.E.
Senior Project Manager

EOT-34759
07-15-09 CC

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JUN 06 2009

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
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CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

July 13, 2007

Mr. Jacob Khakshouri
Caroline's Court, LLC
10877 Wilshire Boulevard, Suite #1407
Los Angeles, California 90024

RE: SUP-20498 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 11, 2007
RELATED TO SUP-20497, SUP-20499, AND SDR-20496

Dear Mr. Khakshouri:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (Z-0076-98) if approved.

2. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-20497), Special Use Permit (SUP-20499), and Site Development Plan Review (SDR-20496) shall be required.

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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

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JUN 03 2009

EOT-34759
07-15-09 CC

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

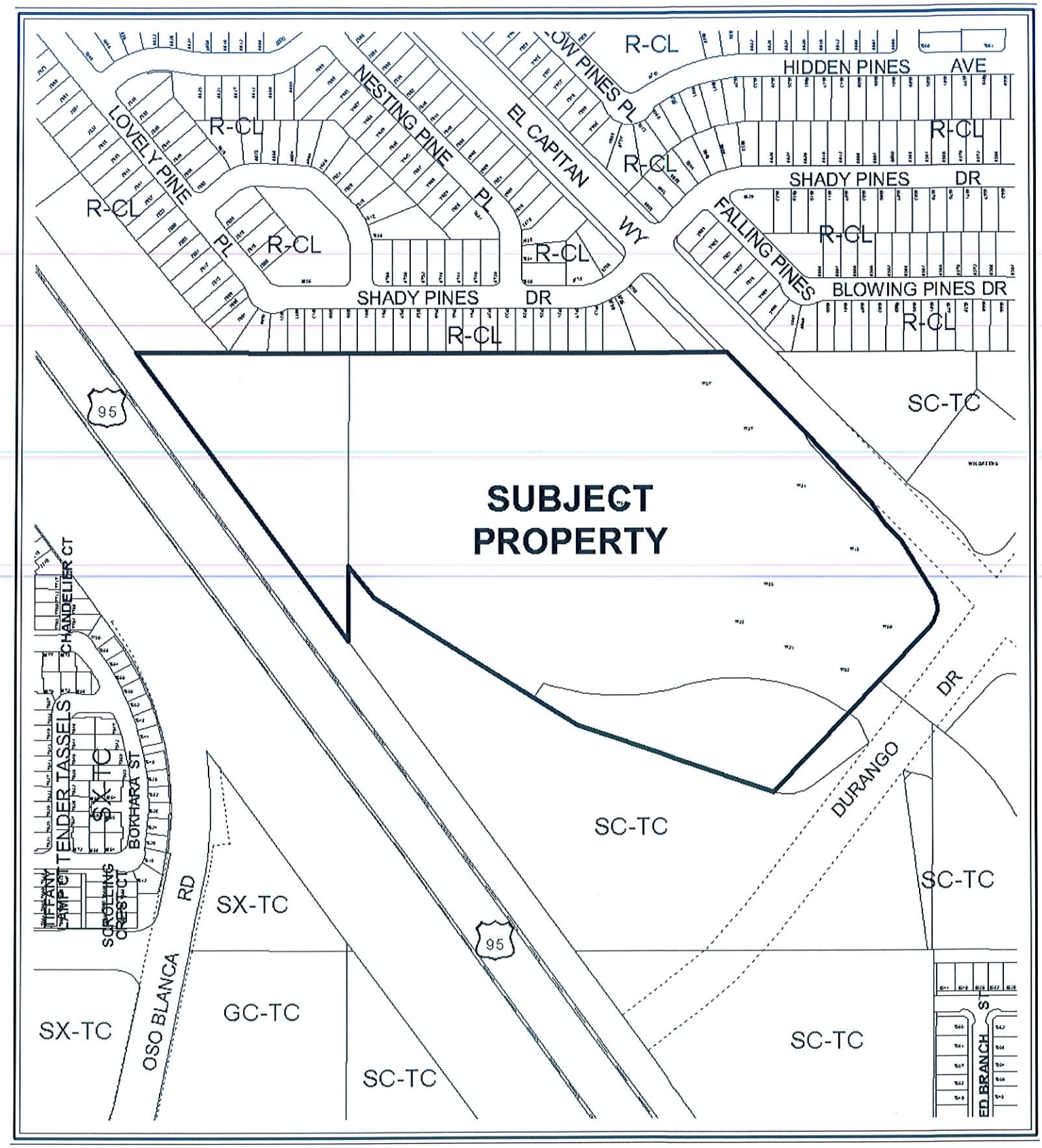
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-34761 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20499) FOR A RESTAURANT WITH DRIVE THROUGH at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subejct to conditions.

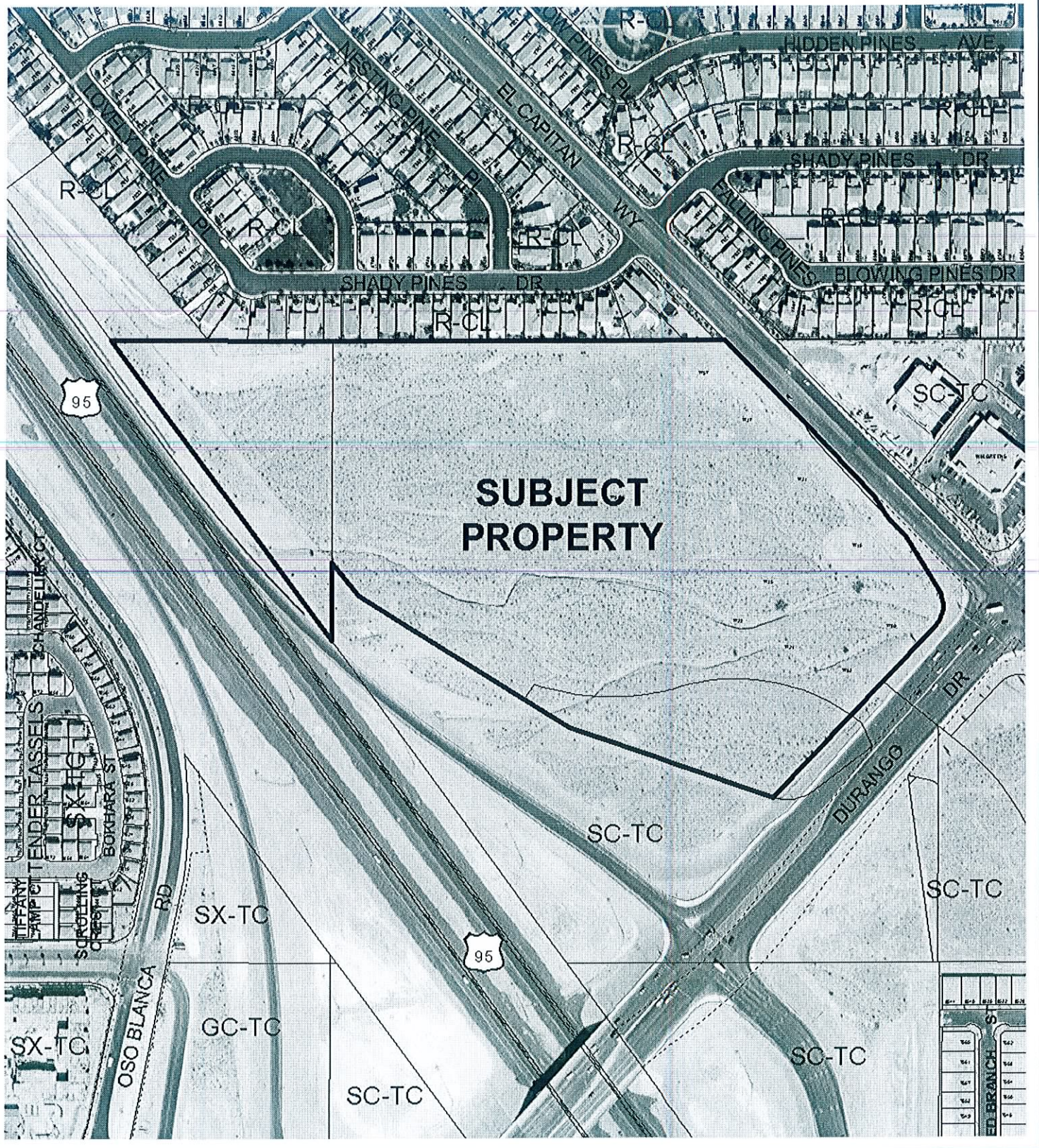
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-20499



CASE: **EOT-34761**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



0 300 600 Feet

CASE: **EOT-34761**

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-34761 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: JPL ENGINEERING - OWNER: CAROLINE'S COURT LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Special Use Permit (SUP-20499) shall expire on July 11, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Special Use Permit (SUP-20499) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Special Use Permit (SUP-20499) for a Restaurant with drive-through at the northwest corner of El Capitan Way and Durango Drive. Since the original approval of the Special Use Permit (SUP-20499), several building permits have been issued and plan checks submitted for the proposed development. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval.

It is noted that there are three (3) related Extension of Times (EOT-34757, EOT-34759, and EOT-34762) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) of 1,468 acres on property located within the area designated Town Center on the Northwest Amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval on 11/05/98.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square-foot commercial center and waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.
07/11/07	The City Council approved a request for a Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.

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07/22/08	A Code Enforcement case (67991) was processed for graffiti on a building on the northwest side on Ford Road and Durango Drive. Code Enforcement closed on the case on 07/25/08.
04/23/09	The Planning Commission approved a request for a Waiver (WVR-33758) of Town Center Development Standards to allow no amenity zone along a 233-foot portion of Durango Drive where a 2.5-foot amenity zone is required adjacent to the northwest corner of Durango Drive and El Capitan Way.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a commercial development with waivers of the Town Center Sign Standards to allow an 80-foot pylon sign where 53 feet is permitted, three monument signs along El Capitan Way street frontage where two are permitted, and to allow wall signs to face an existing residential development that is located outside the limits of the Centennial Hills Town Center where such is not permitted on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive.
Related Building Permits/Business Licenses	
No business licenses have been issued for the subject property.	
Two (2) Plan Checks (25179 and 27890) were submitted for the retail shell buildings and a restaurant on the subject property, in addition to several building permits for the commercial development, though construction has not yet begun.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	23.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Commercial Center	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
North	Single-Family Residences	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
South	Undeveloped Land	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way
East	Retail Establishments	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
West	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
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 request for an extension of time for a previously approved Special Use Permit (SUP-20499) for a Restaurant with a drive through at the northwest corner of El Capitan Way and Durango Drive. In the time since the original approval of the Special Use Permit (SUP-20499), the applicant has been issued several building permits and submitted two Plan Checks for the retail shell buildings and a restaurant, though construction has not yet begun.

In accordance with Title 19.18.060, a Special Use Permit is exercised upon the approval of a business license for the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-20499) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. Though plans have been submitted and building permits issued, construction of the project has not yet begun. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of Special Use Permit (SUP-20499) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-34761 APN: 125-17-601-012, 017 and 125-17-202-001

Name of Property Owner: Caroline's Court LLC

Name of Applicant: JPL Engineering, Inc.

Name of Representative: James Lopez

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: [signature]

Print Name: Jacob Koby Khakshouri

Subscribed and sworn before me

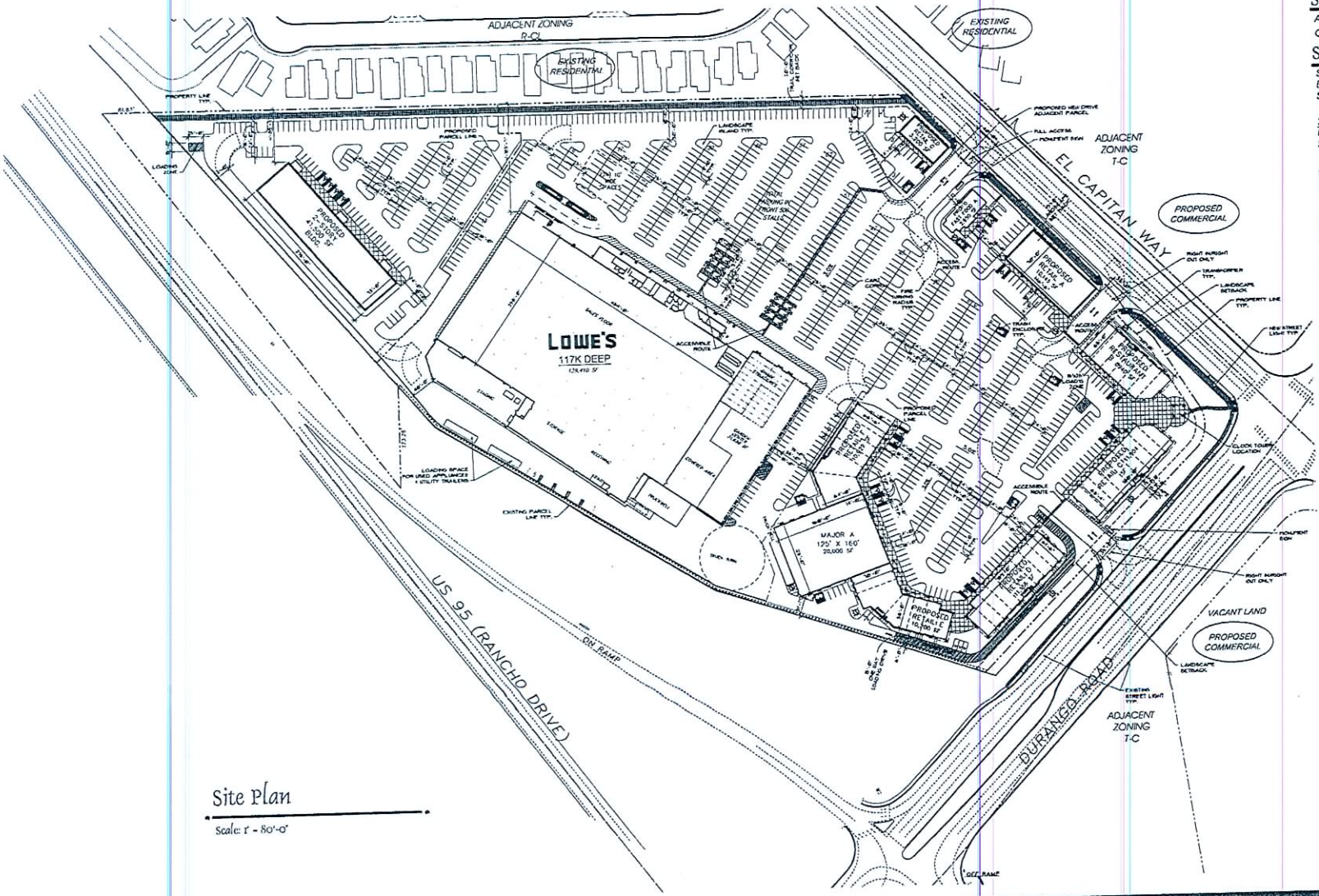
This 2 day of June, 20 09

[signature]

Notary Public in and for said County and State

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013

RECEIVED
JUN 06 2009



Site Plan

Scale: 1" = 80'-0"

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C

Site Area Data

SITE GROSS	+/- 23.62 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	269,734 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,638 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11.89 ACRES 517,982 S.F.
BUILDING AREA GROSS	139,410 S.F. GROSS
SITE COVERAGE	27 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.0 ACRES 366,273 S.F.
BUILDING AREA GROSS	88,624 S.F. GROSS
SITE COVERAGE	24 PERCENT

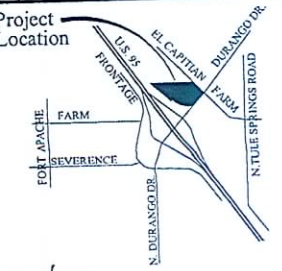
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 22%	+/- 226,058 SF +/- 5.2 ACRES

Parking Data:

BUILDING		PARKING		
BLDG.	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,650 S.F.	1/250	11	21=8/1000
RETAIL A,C,D,E,F	42,430 S.F.	1/250	170	214=5/1000
RESAURANT B	6,940 S.F.	1/250	36	72=58/1000
RETAIL G	3,200 S.F.	1/250	13	16=5/1000
LOWES	139,410 S.F.	1/250	558	568=4.1/1000
MAJOR A	20,000 S.F.	1/250	80	80=4/1000
2 STORY BLDG.	41,500 S.F.	1/250	166	166=4/1000
Total	269,734 S.F.		1061	4.2/1000 1,137

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

Caroline's Court

Schematic Design

April 18, 2007
Las Vegas, Nevada

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JUN 06 2009

EOT-34761
07-15-09 CC

JPL ENGINEERING INC.
5096 W. Post Road
Las Vegas, NV 89118
Ph. (702) 898-6269 Fx. (702) 650-6260-064

June 4, 2009

Planning & Development Department
City of North Las Vegas
2266 Civic Center Drive
North Las Vegas NV 89030

RE: Extension of Time Application for SDR 20496, SUP 20497, SUP 20498 and SUP 20499
APN: 125-17-601-012, 017 & 125-17-202-001, Northwest corner of El Capitan Way and Durango Drive, City of Las Vegas

Dear Staff:

On behalf of the applicant, Caroline's Court LLC, JPL Engineering Inc. respectfully submits this Extension of Time application. The property is located generally in the northwest corner of El Capitan Way and Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

According to staff's memorandum dated February 18, 2009, the SDR will expire in July 2009 unless a building permit is pulled and the SUP permits will expire in August 2009 unless business license, certificate of occupancy or a final inspection has been approved.

To date, there have been various building permits issued. However, the construction has not yet been completed. Therefore, it has become necessary to file for an extension of time on all the applications since business licenses and final inspections cannot be completed until construction is completed.

Should you have any questions regarding the project, please feel free to contact our office at (702)898-6269.

Sincerely,
JPL ENGINEERING INC

Kimanh T. Le, P.E.
Senior Project Manager

RECEIVED
JUN 06 2009

EOT-34761
07-15-09 CC

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



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

July 13, 2007

Mr. Jacob Khakshouri
Caroline's Court, LLC
10877 Wilshire Boulevard, Suite #1407
Los Angeles, California 90024

RE: SUP-20499 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 11, 2007
RELATED TO SUP-20497, SUP-20498, AND SDR-20496

Dear Mr. Khakshouri:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Special Use Permit FOR A RESTAURANT WITH DRIVE THROUGH at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (Z-0076-98) if approved.

2. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-20497), Special Use Permit (SUP-20498), and Site Development Plan Review (SDR-20496) shall be required.

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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

RECEIVED
JUN 06 2009

EOT-34761
07-15-09 CC

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-34762 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JPL ENGINEERING INC - OWNER: CAROLINE'S COURT LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20496) FOR A PROPOSED 269,860 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS TO DEVIATE FROM TOWN CENTER DESIGN STANDARDS TO ALLOW A SIX FOOT WIDE LANDSCAPE BUFFER ON THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO THE MULTI-USE TRANSPORTATION TRAIL ALONG THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS REQUIRED; TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO A DRIVE-THROUGH AISLE WHERE 10 ADDITIONAL FEET ARE REQUIRED; AND TO ALLOW A DRIVE-THROUGH AISLE ON THREE SIDES OF A FAST FOOD BUILDING WHERE ONLY TWO SIDES ARE ALLOWED on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

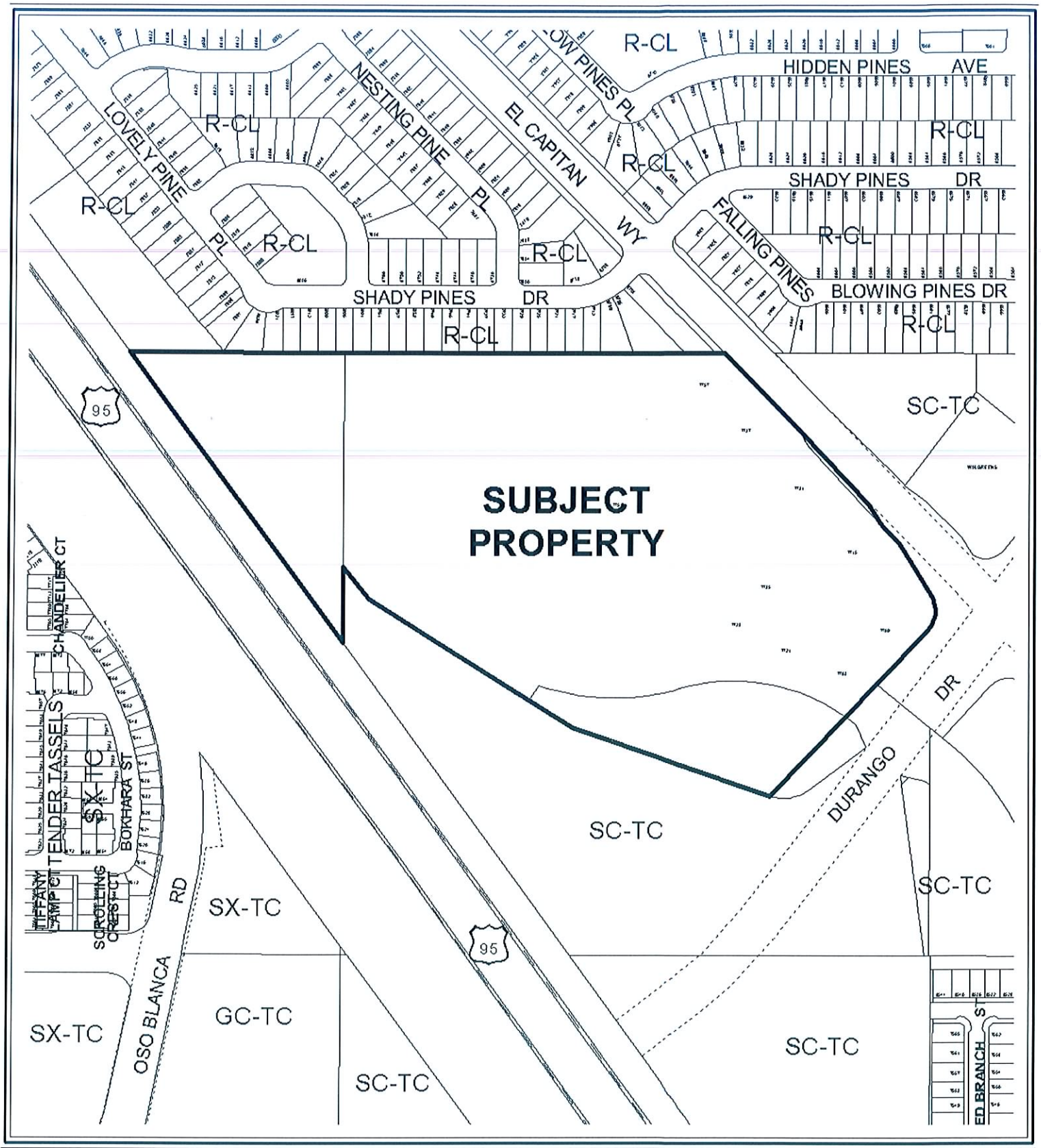
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

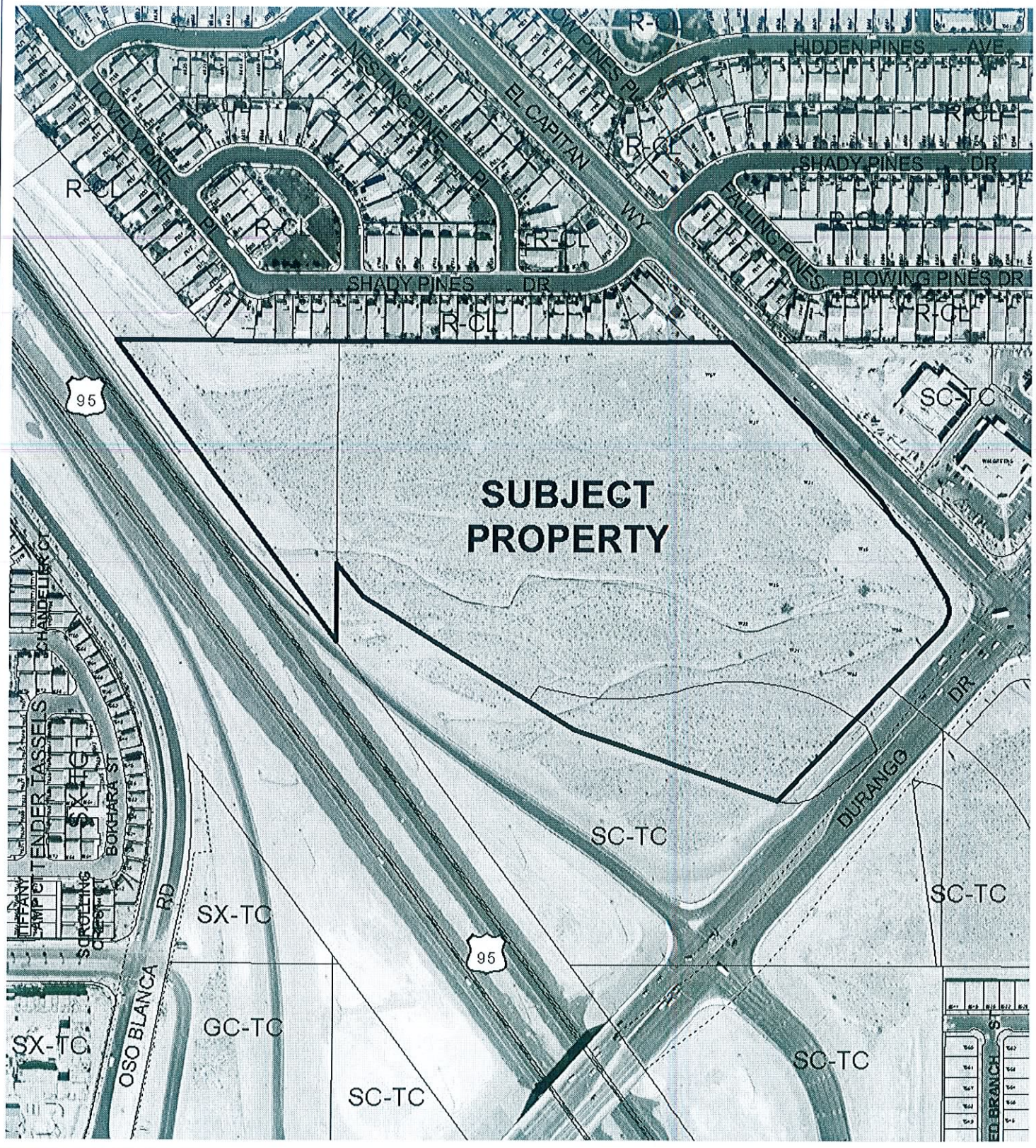
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-20496



CASE: **EOT-34762**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



0 300 600 Feet

CASE: **EOT-34762**

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-34762 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT: JPL ENGINEERING - OWNER: CAROLINE'S COURT LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Site Development Plan Review (SDR-20496) shall expire on July 11, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-20496) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Site Development Plan Review (SDR-20496) for a 269,860 square-foot commercial center with waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required, and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required at the northwest corner of El Capitan Way and Durango Drive. Since the original approval of the Site Development Plan Review (SDR-20496), several building permits have been issued and plan checks submitted for the proposed development. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval.

It is noted that there are three (3) related Extension of Times (EOT-34757, EOT-34759, and EOT-34761) that will be heard concurrently with this application.

BACKGROUND INFORMATION

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Two (2) Plan Checks (25179 and 27890) were submitted for the retail shell buildings and a restaurant on the subject property, in addition to several building permits for the commercial development, though construction has not yet begun.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	23.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Commercial Center	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
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South	Undeveloped Land	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way
East	Retail Establishments	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use designation]
West	(U.S. 95 Freeway)	Right-of-Way	Right-of-Way

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
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 request for an extension of time for a previously approved Site Development Plan Review (SDR-20496) for a 269,860 square-foot commercial center with waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required, and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required at the northwest corner of El Capitan Way and Durango Drive. In the time since the original approval of the Site Development Plan Review (SDR-20496), the applicant has been issued several building permits and submitted two Plan Checks for the retail shell buildings and a restaurant, though construction has not yet begun.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure onsite, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-20496) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement. Though plans have been submitted and building permits issued for numerous structures, construction of the project has not yet begun. The applicant is requesting an extension of time to continue with the development of the project. Staff is recommending approval with a one-yea time limit. Conformance to the conditions of approval of Site Development Plan Review (SDR-20496) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-34762 APN: 125-17-601-012, 017 and 125-17-202-001

Name of Property Owner: Caroline's Court LLC

Name of Applicant: JPL Engineering, Inc.

Name of Representative: James Lopez

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: Jack Koby Khakshouy

Subscribed and sworn before me

This 2 day of JUNE, 20 09

_____

Notary Public in and for said County and State

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013

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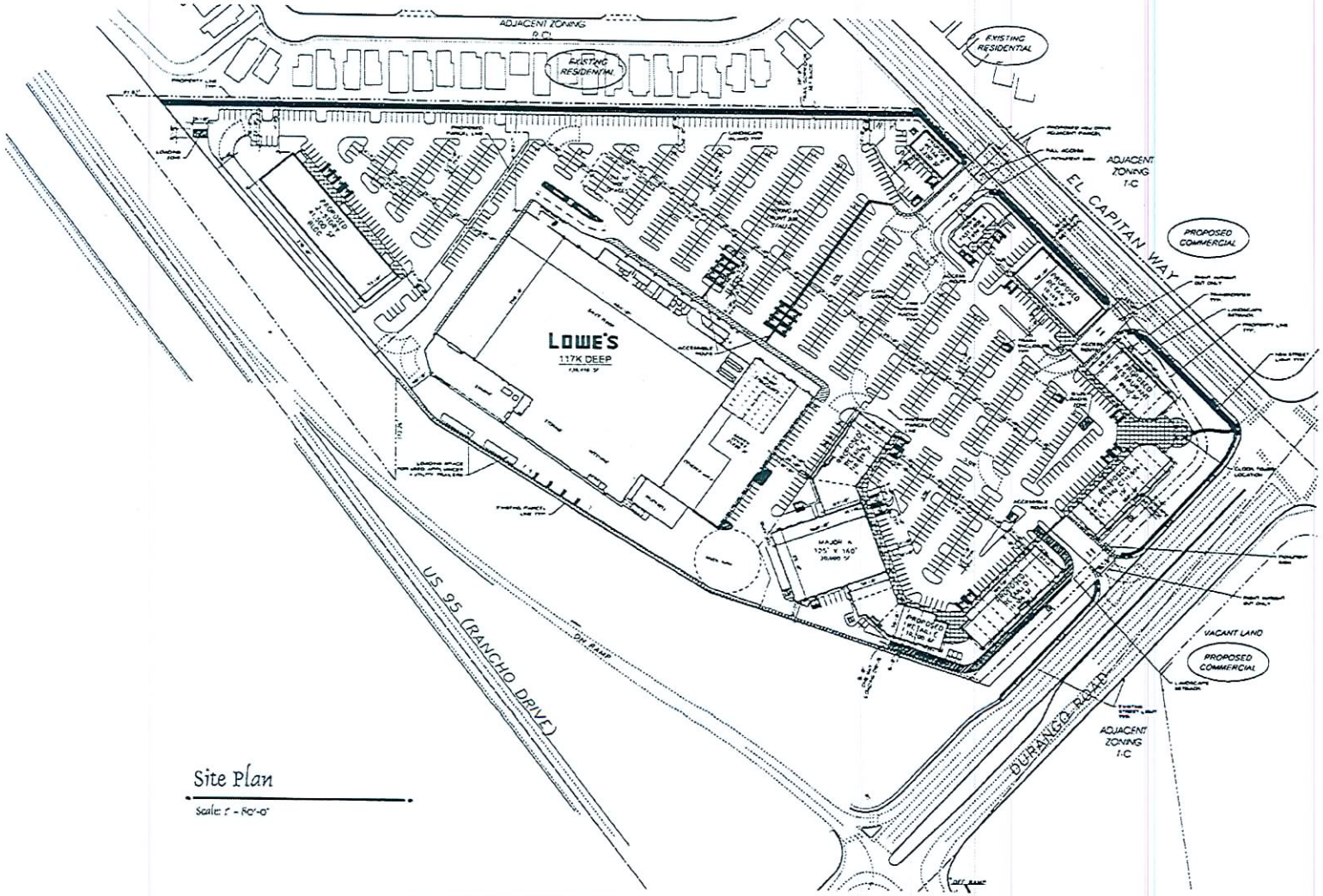


Site Plan

Scale: 1" = 80'-0"

Site Data

ASSESSOR'S PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	I-C

Site Area Data

SITE GROSS	+/- 23.67 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	269,734 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,038 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11.89 ACRES 517,982 S.F.
BUILDING AREA GROSS	139,410 S.F. GROSS
SITE COVERAGE	27 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.0 ACRES 368,273 S.F.
BUILDING AREA GROSS	86,824 S.F. GROSS
SITE COVERAGE	24 PERCENT

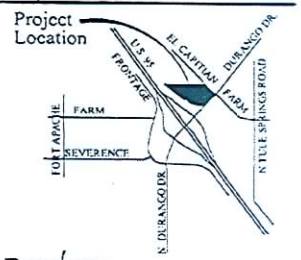
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 22%	+/- 226,058 SF +/- 5.2 ACRES

Parking Data:

BUILDING		PARKING		
BLDG.	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,650 S.F.	1/250	11	21 = 8/1000
RETAIL A, C, D, E, F	42,430 S.F.	1/250	170	214 = 5/1000
RESAURANT B	8,940 S.F.	1/250	36	72 = 8/1000
RETAIL G	3,200 S.F.	1/250	13	16 = 5/1000
LOWES	139,410 S.F.	1/250	558	568 = 4 1/1000
MAJOR A	20,000 S.F.	1/250	80	80 = 4/1000
2 STORY BLDG	41,500 S.F.	1/250	166	166 = 4/1000
Total	269,734 S.F.		1061	4.2/1000 1,137

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHASHOURI (310) 208-7770
CAMILL APTALION (310) 208-7770 EXT. 113

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court

Schematic Design

April 18, 2007

Las Vegas, Nevada

Indigo Architecture, Inc.

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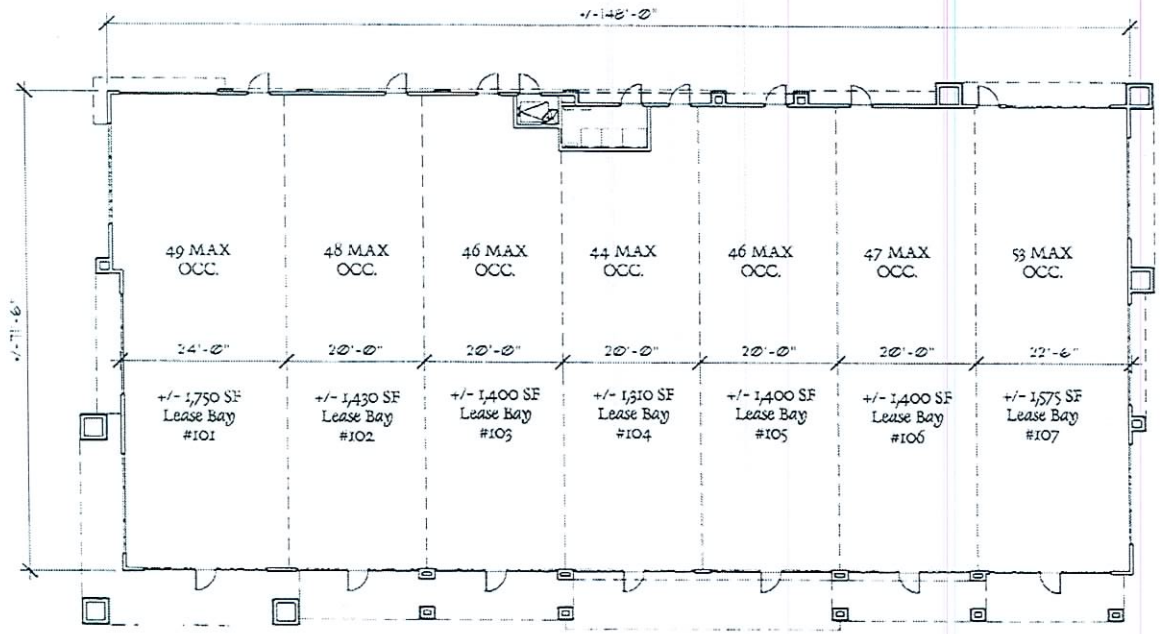

Floor Plan

Scale: 1/8" = 1'-0"

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Retail Building A)

Schematic Design

April 23, 2007

Las Vegas, Nevada

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Indigo Architecture, Inc.

(702) 498-4772

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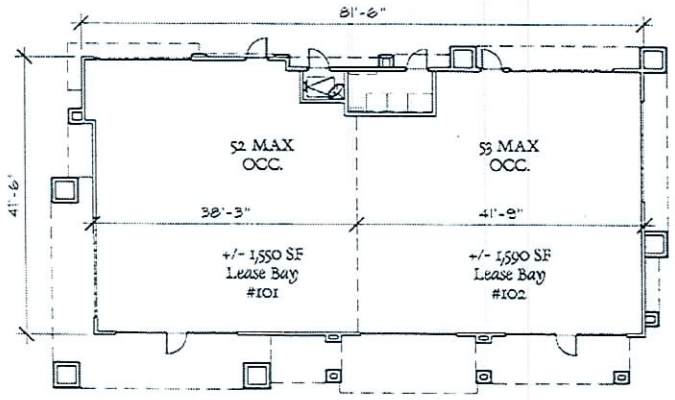

Floor Plan

Scale: 1/8" = 1'-0"

07270

North

Note: This Design is Conceptual in Nature and No Guarantees of its accuracy is implied.

Caroline's Court (Retail Building G)

Schematic Design

April 23, 2007

Las Vegas, Nevada

Indigo Architecture, Inc.

(702) 456-2772

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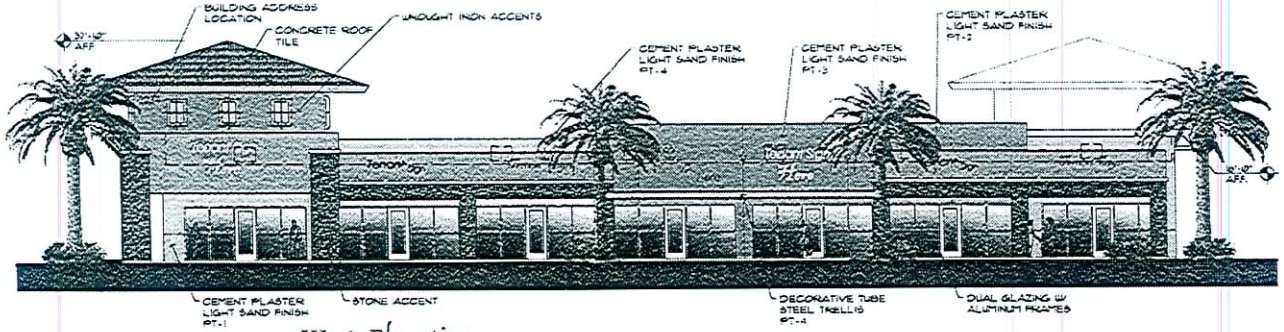
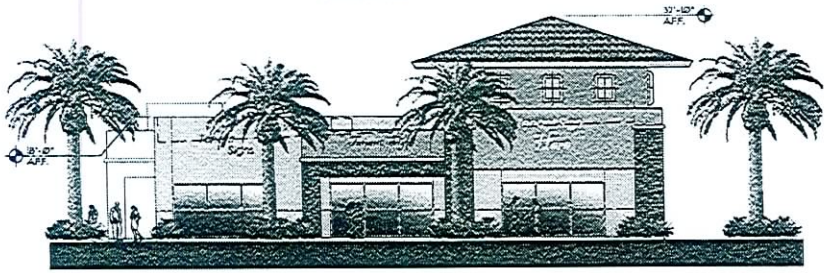


PT-1 Frazee: Beach Grass 7751W
PT-2 Frazee: Tannery 7755D
PT-3 Frazee: Contemporary Maple 7786N
PT-4 Frazee: Antique Pine 8165D

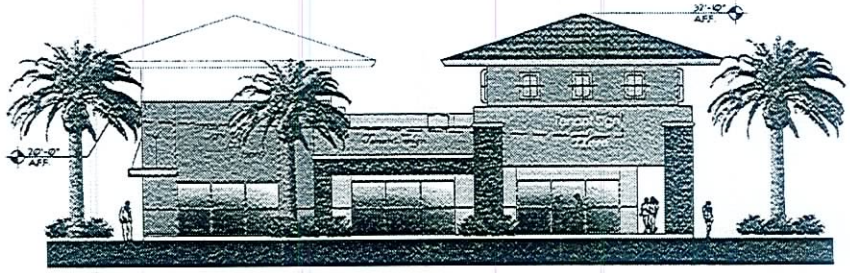
West Elevation

Scale: 1/8" = 1'-0"



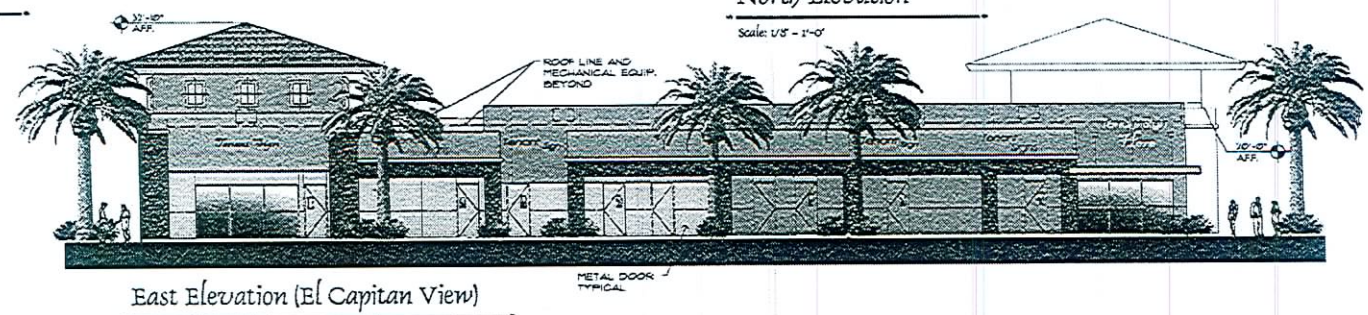
South Elevation

Scale: 1/8" = 1'-0"



North Elevation

Scale: 1/8" = 1'-0"



East Elevation (El Capitan View)

Scale: 1/8" = 1'-0"

Caroline's Court (Retail Building A)

Schematic Design

April 23, 2007

Indigo Architecture, Inc.

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

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JPL ENGINEERING INC.
5096 W. Post Road
Las Vegas, NV 89118
Ph. (702) 898-6269 Fx. (702) 650-6260-064

June 4, 2009

Planning & Development Department
City of North Las Vegas
2266 Civic Center Drive
North Las Vegas NV 89030

RE: Extension of Time Application for SDR 20496, SUP 20497, SUP 20498 and SUP 20499
APN: 125-17-601-012, 017 & 125-17-202-001, Northwest corner of El Capitan Way and Durango Drive, City of Las Vegas

Dear Staff:

On behalf of the applicant, Caroline's Court LLC, JPL Engineering Inc. respectfully submits this Extension of Time application. The property is located generally in the northwest corner of El Capitan Way and Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

According to staff's memorandum dated February 18, 2009, the SDR will expire in July 2009 unless a building permit is pulled and the SUP permits will expire in August 2009 unless business license, certificate of occupancy or a final inspection has been approved.

To date, there have been various building permits issued. However, the construction has not yet been completed. Therefore, it has become necessary to file for an extension of time on all the applications since business licenses and final inspections cannot be completed until construction is completed.

Should you have any questions regarding the project, please feel free to contact our office at (702)898-6269.

Sincerely,
JPL ENGINEERING INC

Kimanh T. Le, P.E.
Senior Project Manager

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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



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

CORRECTED LETTER

November 9, 2007

Mr. Jacob Khakshouri
Caroline's Court, LLC
10877 Wilshire Boulevard, Suite #1407
Los Angeles, California 90024

RE: SDR-20496 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 11, 2007
RELATED TO SUP-20497, SUP-20498, AND SUP-20499

Dear Mr. Khakshouri:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 269,860 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS TO DEVIATE FROM TOWN CENTER DESIGN STANDARDS TO ALLOW A SIX FOOT WIDE LANDSCAPE BUFFER ON THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO THE MULTI-USE TRANSPORTATION TRAIL ALONG THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS REQUIRED on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Added Condition:

A. The property owner will provide perpetual cross access vehicular and utility access easements to Assessor's Parcel #125-17-601-015. This easement shall not be construed to allow any access to US-95.

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-20497), Special Use Permit (SUP-20498), and Special Use Permit (SUP-20499) shall be required.

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 and landscape plan, date stamped 04/18/07, and building elevations, date stamped 07/10/07, except as amended by conditions herein.

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4. Any proposed building for which building elevations were not presented as a part of this review must be reviewed and approved by the Planning Department prior to the time application is made for a building permit for the subject building to ensure aesthetic compatible with the building elevations, date stamped 07/10/07, approved herein.

5. A Waiver from Town Center Development Standards is hereby approved, to allow a zero-foot wide perimeter landscape buffer along the required multi-use transportation trail at the north property line where eight feet is required and at the western property line where 15 feet is required.

6. A Waiver from Town Center Development Standards is hereby approved, to allow a six-foot wide landscape buffer at the interior property line that runs southerly along the eastern property line where eight feet is required.

7. A Waiver from Town Center Development Standards is hereby approved, to allow zero feet of additional landscape buffer at the Restaurant (with Drive-Through) use where ten additional feet are required and to allow a drive-through lane to wrap around three sides of the building where only two sides are permitted.

8. The proposed two-story office building as indicated on the site plan, date stamped 04/18/07, when designed may not exceed 29.5 feet in height or a variance for residential adjacency will need to be approved prior to the time application is made for a building permit for the subject building.

9. The retail and restaurant buildings that back towards the public right-of-way of either El Capitan Way or North Durango Drive (depicted as Proposed Retail A, C, D, G and Proposed Restaurant B on the site plan date stamped 04/18/07) shall maintain dual public frontage for all tenant spaces.

10. The 20-foot wide trail with sidewalks, lighting, screen and/or block wall, and landscaping along El Capitan Way and adjacent to the residential development of Pine Meadows on the north side shall be completed along with the initial construction of the project. Provide pedestrian walkway easements for all sidewalks not located within the public right-of-way.

11. 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.

12. 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.

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13. 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).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

16. 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.

17. A Master Sign Plan shall be submitted for approval of the Centennial Hills Architectural Review Committee—Town Center (CHARC-TC) prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

18. 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.

19. 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.

20. 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.

21. Hours of operation for the Lowe's and the most northern building shall be six a.m. to 10 p.m.

22. Property owner will maintain the southerly face of the existing block wall adjacent to the residential area.

23. Property owner agrees not to accept any deliveries between ten p.m. and six a.m. and will post a minimum of eight signs stating such.

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24. The most northerly building adjacent to the existing residence will be limited to single story.

25. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

26. Coordinate with the City Surveyor regarding recordation of a Reversionary Map for this site; comply with the recommendations of the City Surveyor.

27. Construct all incomplete half-street improvements on El Capitan Way and Durango Drive adjacent to this site. Offsite improvements consisting of asphalt, curb, gutter and striping shall be completed within 150 calendar days of building permit issuance. Installation of sidewalk and streetlights shall be completed prior to occupancy of this site.

28. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

29. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a and meet the approval of the Nevada Department of Transportation.

30. 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.

31. Construct a public sewer stub to the southwest corner of this site at a size and location acceptable to the Collection Systems 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.

32. In accordance with the intent of a commercial subdivision, all pad sites comprising this overall site shall have perpetual common access to all driveways connecting the overall site to the abutting public streets.

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33. Landscape and maintain all unimproved rights-of-way, if any, on El Capitan Way and Durango Drive adjacent to this site.

34. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the El Capitan Way and Durango Drive public right of way adjacent to this site prior to the issuance of any permits.

35. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

36. 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. 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.

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37. Site development to comply with all applicable conditions of approval for Z-76-98, the Town Center Development Standards, and all other site-related actions.

Sincerely,

Beverly K. Bridges
City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Patrick Donalson
AMTI Sunbelt, LLP
720 Susanna Way
Henderson, Nevada 89011

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City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

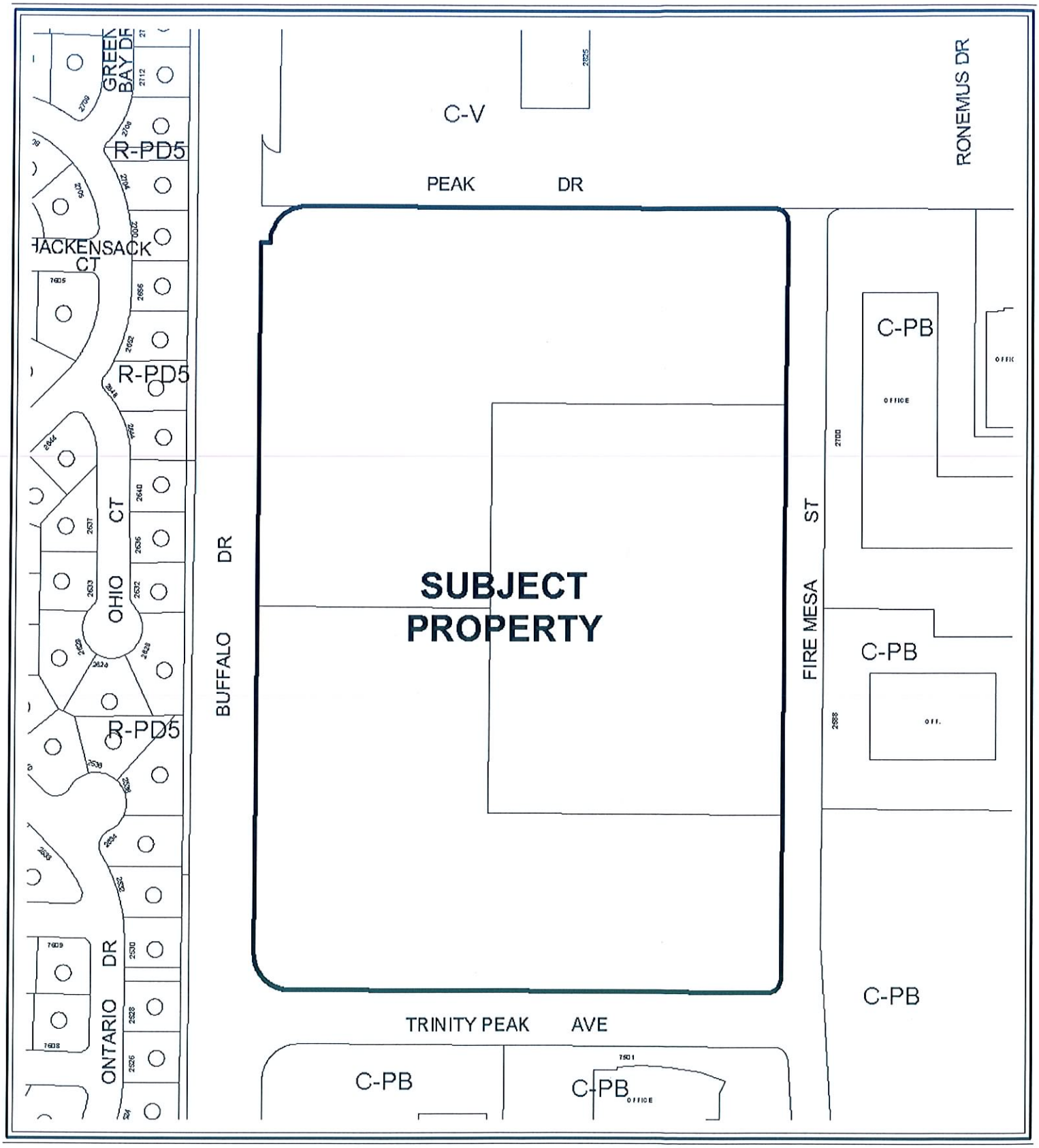
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-34338 – NON-PUBLIC HEARING - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: C2 LOFTS - OWNER: TRINITY PEAK I, LLC - Request for an Extension of Time of a previously approved Major Modification to an approved Site Development Plan Review (SDR-21608) FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 436 RESIDENTIAL UNITS AND 57,772 SQUARE FEET OF COMMERCIAL SPACE on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive (APN 138-15-310-031, 034, AND 035), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Planning Department Approval Letter for SDR-21608



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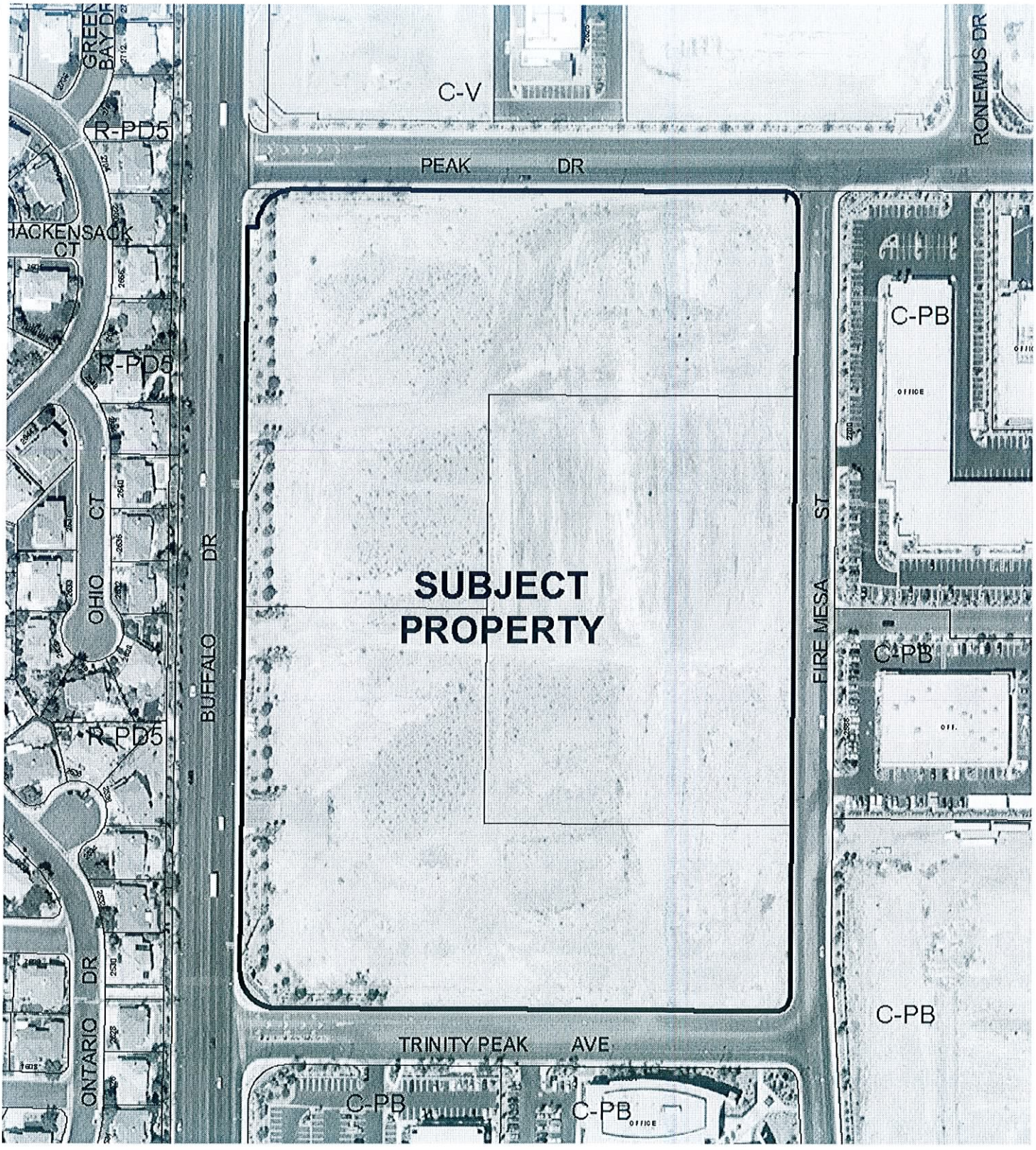
CASE: **EOT-34338**

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N



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CASE: **EOT-34338**

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-34338 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT: C2 LOFTS - OWNER: TRINITY PEAK I, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-21608) shall expire on August 9, 2011 unless another Extension of Time is approved by City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-21608) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Major Modification (SDR-21608) to an approved Site Development Plan Review (SDR-9439) for a Mixed-Use Development consisting of 436 residential units and 57,772 square feet of commercial space on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive. Since the approval of the Major Modification (SDR-21608), the applicant has received an approval for a Tentative Map (TMP-22581), but no building permits have been issued. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time to continue with the development of the proposed project. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/17/99	The City Council approved a request for a Development Standards Review and a Master Plan Review [Z-0066-87(4) and Z-0087-98(1)] of the proposed Las Vegas Technology Center Phase II, located on the north side of Smoke ranch Road, east of Buffalo Drive. The Planning Commission recommended approval on 10/14/99.
12/21/05	The City Council approved a request for a Special Use Permit (SUP-9436) for a proposed Mixed-Use Development and a waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way at the northwest corner of Buffalo Drive and Trinity Peak Drive. The Planning Commission recommended approval on 11/17/05.
12/21/05	The City Council approved a request for a Site Development Plan Review (SDR-9439) for a proposed Mixed-Use Development with 52,000 square feet of commercial space and 170 residential units; one 43.5-foot tall, three-story 18,000 square-foot Recreation building, and four 73.5-foot tall five-story Residential buildings with 488 residential units and a waiver of the building placement requirement on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive. The Planning Commission recommended approval on 11/17/05.
03/24/06	A Code Enforcement case (39543) was processed for a commercial vehicle and SUV stored on the vacant lot at the southeast corner of Buffalo Drive and Trinity Peak Drive. Code Enforcement closed the case on 07/12/06.

05/08/06	Code Enforcement cases (41025 and 41026) were processed for trash and debris being dumped on a vacant lot at the northeast corner of Buffalo Drive and Trinity Peak Drive. Code Enforcement closed the case on 07/12/06.
07/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-13759) for a Commercial and Residential Mixed-Use Development.
05/11/07	The Planning and Development Department administratively approved a request for a Major Modification (SDR-21608) to a previously approved Site Development Plan Review (SDR-9439) for a proposed Mixed-Use development consisting of 436 residential units and 57,772 square feet of commercial space on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive.
08/09/07	The Planning Commission approved a request for a Tentative Map (TMP-22581) for a 436-unit Mixed-Use Development on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive.
07/15/09	The City Council is scheduled to hear a request for a Special Use Permit (SUP-34339) for a Mixed-Use development with a waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way at the northeast corner of Trinity Peak Drive and Buffalo Drive. The Planning Commission recommended approval on 06/11/09.
Related Building Permits/Business Licenses	
There have been no business licenses or building permits issued for the proposed development.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	21.2

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped land-Proposed Mixed Use Development	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
North	Offices	PF (Public Facilities)	C-V (Civic)
South	Offices	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
East	Offices	LI/R (Light Industry/Research)	C-PB (Planned Business Park)

West	Single-Family Residences	ML (Medium-Low Density Residential)	R-PD5 (Residential Planned Development-5 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Technology Center	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
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

ANALYSIS

This is the first request for an extension of time of a previously approved Major Modification (SDR-2108) to an approved Site Development Plan Review (SDR-9439) for a Mixed-Use Development consisting of 436 residential units and 57,772 square feet of commercial space on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive. Since the approval of the Major Modification (SDR-21608), the applicant received approval for a Tentative Map (TMP-22581), but no building permits have been issued.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Major Modification (SDR-21608) to a previously approved Site Development Plan Review (SDR-9439) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement, since no permits for the principal structure have been issued. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time to continue with the development of the proposed project. Staff recommends approval with a two-year time limit. Conformance to the conditions of approval of the Major Modification (SDR-21608) and Site Development Plan Review (SDR-9439) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-34338** APN: 138-15-310-034

Name of Property Owner: Trinity Peak I LLC

Name of Applicant: Douglas Crook - C2 Lofts

Name of Representative: ~~Lucy~~ Douglas L. Crook

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 XX 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: D. L. C

Print Name: Douglas L. Crook

RECEIVED
APR 28 2009

Subscribed and sworn before me

This 13th day of October, 2008

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
My appt. exp. Feb. 1, 2010

Notary Public in and for said County and State

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-34338** APN: 138-15-310-034

Name of Property Owner: Trinity Peak II LLC

Name of Applicant: Douglas Crook - C2 Lofts

Name of Representative: Douglas L. Crook

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 XX 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: D L C

Print Name: Douglas L. Crook

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Subscribed and sworn before me

This 13th day of October, 2008

P C Cava

Notary Public in and for said County and State

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
My appt. exp. Feb. 1, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-34338** APN: 138-15-310-035

Name of Property Owner: Northwest III LLC

Name of Applicant: Douglas Crook - C2 Lofts

Name of Representative: ~~Douglas L.~~ Crook

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 XX 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]

Print Name: Douglas L. Crook

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Subscribed and sworn before me

This 13th day of October, 2008

[signature]
Notary Public in and for said County and State

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
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Revised 11-14-06

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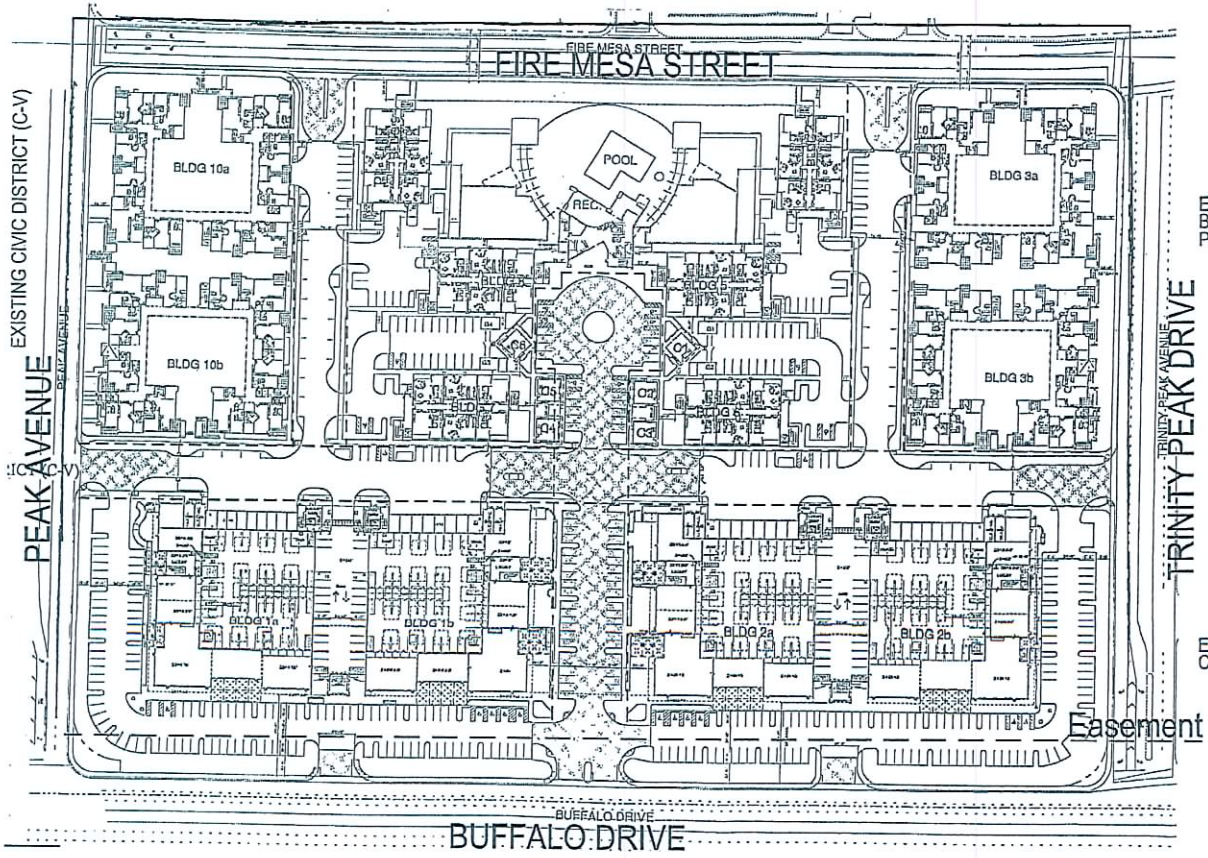
Existing Office Buildings
C-PB Zoning

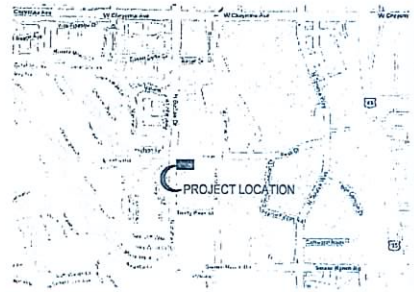
Existing Office Buildings
C-PB Zoning



LEGEND

- Property Line
- Easement
- Accessible Path

VICINTY MAP



Existing Residential Homes
R-PDS Zoning

Preliminary Site Plan

UPPER WEST SIDE

Las Vegas, Nevada
C2 Lofts, LLC

REF N

0' 50' 100' 200'

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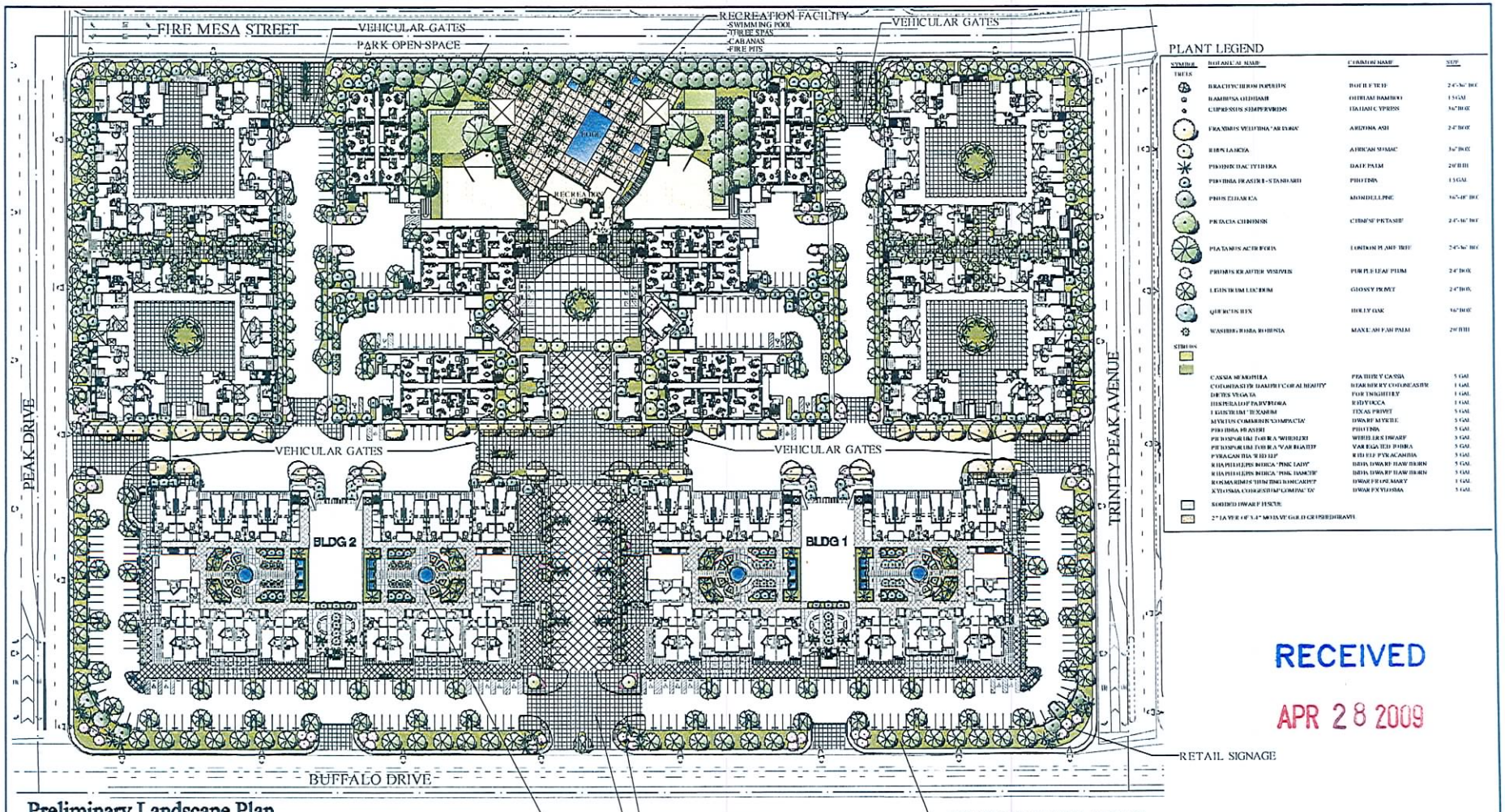
EOT-34338
07-15-09 CC



Preliminary Landscape Plan

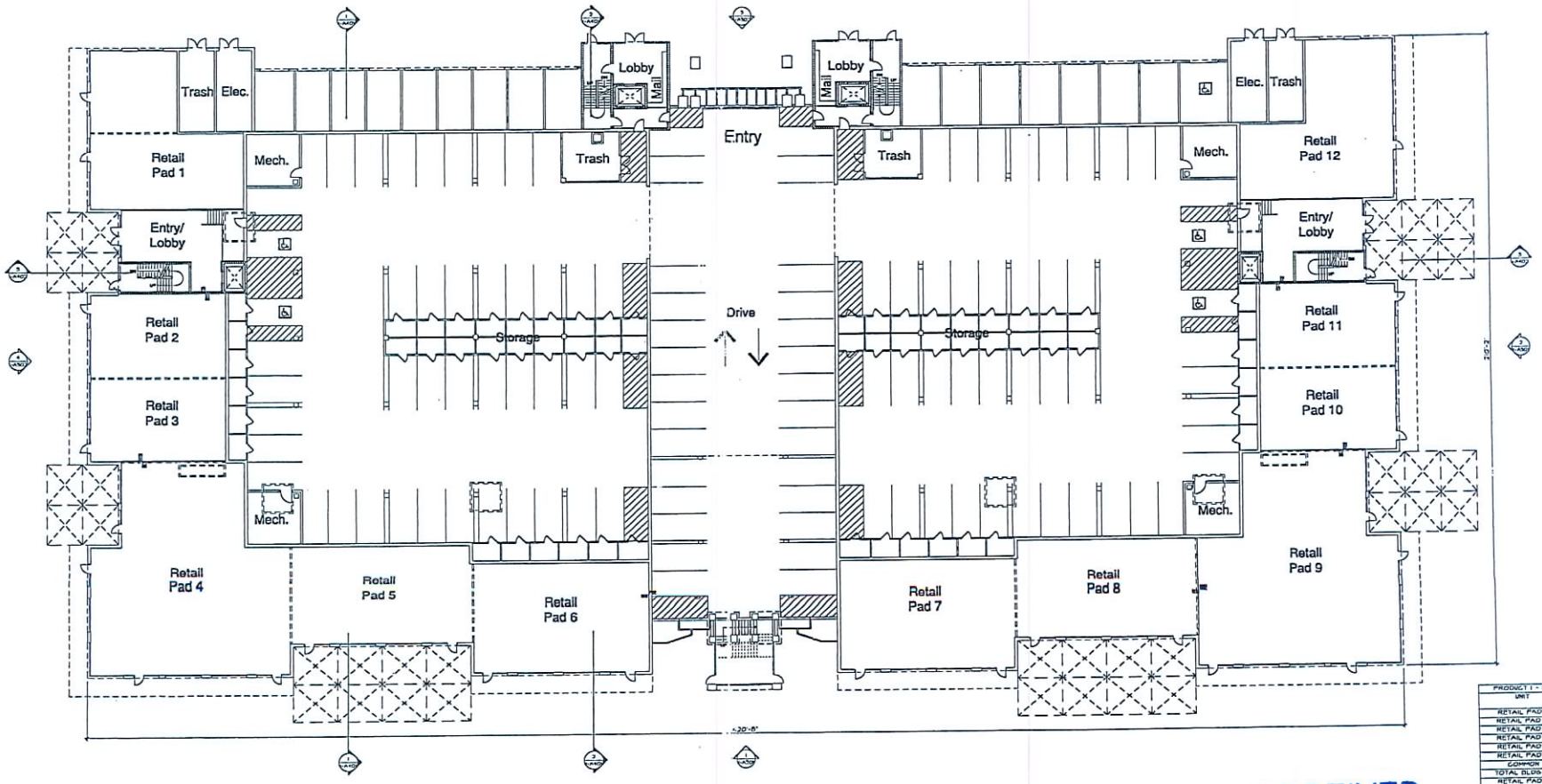
Upper West Side

Las Vegas, Nevada

C2Lofts, LLC

EOT-34338

07-15-09 CC



GARAGE LEVEL FLOOR PLAN

NORTH

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

EOT-34338
07-15-09 CC

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PRODUCT 1 - GARAGE LEVEL	
UNIT	TOTAL SQ FT
RETAIL PAD 1	3113
RETAIL PAD 2	1266
RETAIL PAD 3	1218
RETAIL PAD 4	4038
RETAIL PAD 5	1974
RETAIL PAD 6	2156
COMMON	493
TOTAL BLDG 1A	12954
RETAIL PAD 7	2156
RETAIL PAD 8	1974
RETAIL PAD 9	4050
RETAIL PAD 10	1224
RETAIL PAD 11	1315
RETAIL PAD 12	2118
COMMON	493
TOTAL BLDG 1B	12955
TOTAL BLDG 1A + 1B	25911
PARKING	51030
LOBBIES	3690
MECH / ELEC	2100
TOTAL	82731
TOTAL FOR LEVEL	

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C2 Lofts
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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

GARAGE LEVEL - BUILDING 1 & 2

Project 0615.114.01
Date April 14, 2007
Drawn by
Checked by HP

Drawing Number
1-A201

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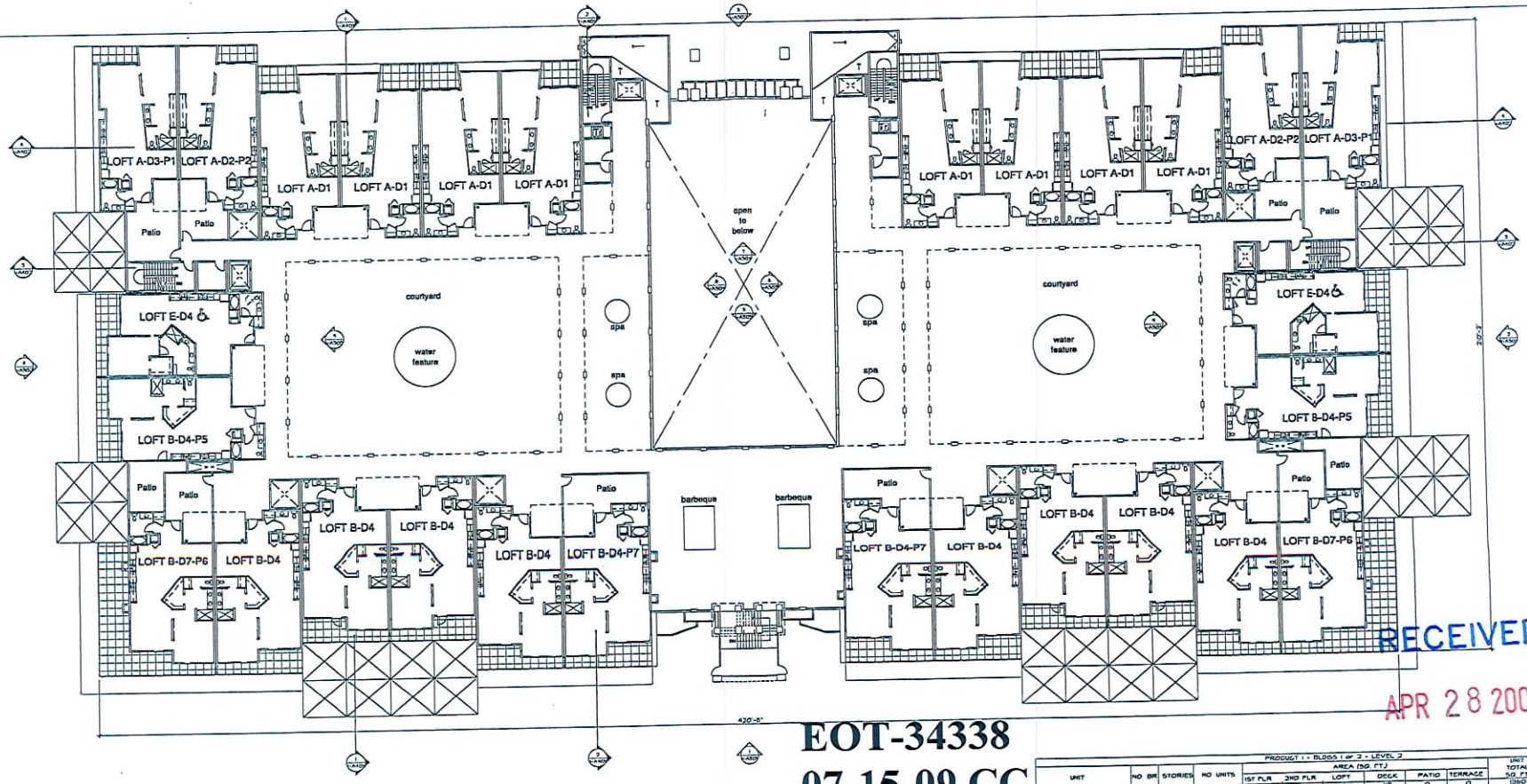

LEVEL 2 FLOOR PLAN

NORTH

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

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APR 28 2009

EOT-34338
07-15-09 CC

UNIT	NO. BR	STORIES	NO. UNITS	PRODUCT 1 - BLDGS 1 or 2 - LEVEL 2 AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ. FT	TOTAL SQ. FT
PI LOFT A-D1	1	1	6	1241	0	0	113	0	0	1380	10880
PI LOFT A-D2-P2	1	1	2	1241	0	0	77	291	0	1609	3110
PI LOFT A-D3-P1	1	1	2	1241	0	0	84	410	0	1734	3412
PI LOFT B-D4	1	1	6	1254	0	0	165	0	0	1419	11352
PI LOFT B-D4-P5	1	1	2	1254	0	0	165	235	0	1654	3308
PI LOFT B-D4-P7	1	1	2	1254	0	0	165	405	0	1822	3644
PI LOFT B-D4-P1	1	1	2	1254	0	0	606	316	0	2160	4320
PI LOFT B-D7-P6	1	1	3	1254	0	0	606	316	0	2176	2858
PI LOFT E-D4	1	1	2	1254	0	0	165	0	0	1419	45044
TOTAL			30								30693
COMMON FLOOR TOTAL											13241
NO. STORAGE UNITS	30										

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No.	Date	Revision Description

Key Plan

PLAN NORTH

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

LEVEL 2 - BUILDI

Project 0615.174.01
Date April 14, 2007
Drawn by
Checked by MP

Drawing Number
A202

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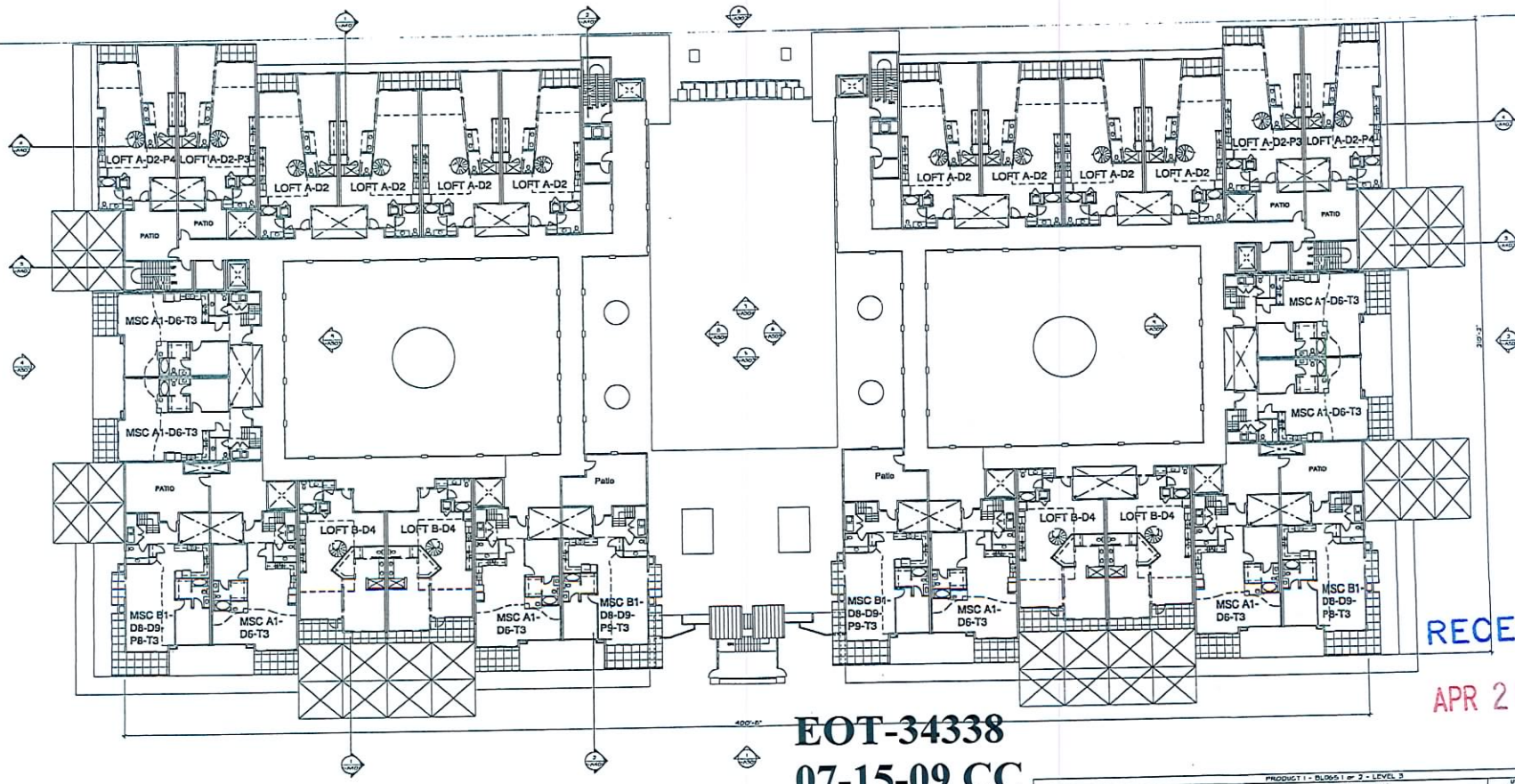

LEVEL 3 FLOOR PLAN

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

RECEIVED
APR 28 2009

EOT-34338
07-15-09 CC

UNIT	NO. BR	STORIES	NO UNITS	PRODUCT 1 - BLDG 1 OF 2 - LEVEL 3 AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ. FT	TOTAL SQ. FT
P1 LOFT A-D2	1	1	8	1241	0	0	77	0	0	1524	10592
P1 LOFT A-D2-P3	1	1	2	1241	0	0	77	112	0	1496	2992
P1 LOFT A-D2-P4	1	1	2	1241	0	0	77	314	0	1645	3290
P1 LOFT B-D4	1	1	4	1254	0	0	165	0	0	1419	5676
P1 MSC A1-D6-T3	2	2	8	1164	126	481	116	0	311	1260	10240
P1 MSC B1-D8-D9-P8-T3	2	2	2	1164	123	316	251	454	311	1869	3738
P1 MSC B1-D8-D9-P9-T3	2	2	2	1164	123	316	251	455	311	1870	3740
TOTAL			28								40284
COMMON FLOOR TOTAL											4028
											50092

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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Neva
Product 1

LEVEL 3 - BUI

Project 0815.174.01
Date April 14, 2009
Drawn by
Checked by

Drawing Number
A203

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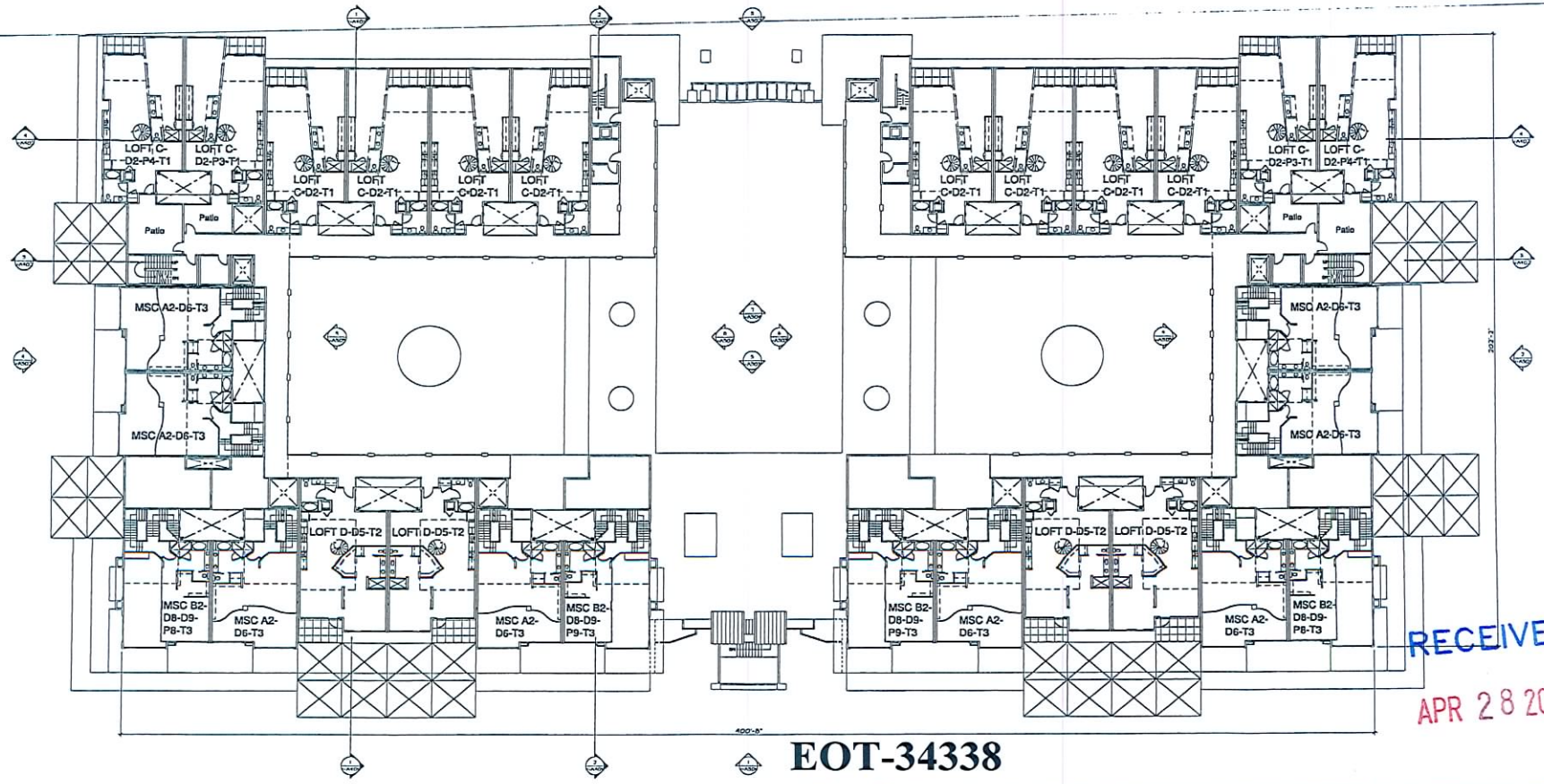

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EOT-34338

07-15-09 CC

LEVEL 4 FLOOR PLAN

1-A204

NORTH

16' 0' 8' 16' 32'

Graphic Scale

1/16"=1'-0

PRODUCT 1 - BLDGS 1 or 2 - LEVEL 4											
UNIT	NO. BR	STORIES	NO UNITS	AREA (SQ. FT.)						UNIT TOTAL SQ. FT	TOTAL SQ. FT
				1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE		
P1 LOFT C-D2-T1	1	1	8	1247	0	380	77	0	304	1524	10592
P1 LOFT C-D2-P3-T1	1	1	2	1247	0	380	77	172	304	1496	2992
P1 LOFT C-D2-P4-T1	1	1	2	1247	0	380	77	319	304	1649	3298
P1 LOFT D-D5-T2	1	1	4	1254	0	402	113	0	402	1367	5468
										726	3808
										723	1446
										723	1446
TOTAL			16								31038
COMMON											8552
FLOOR TOTAL											39590

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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

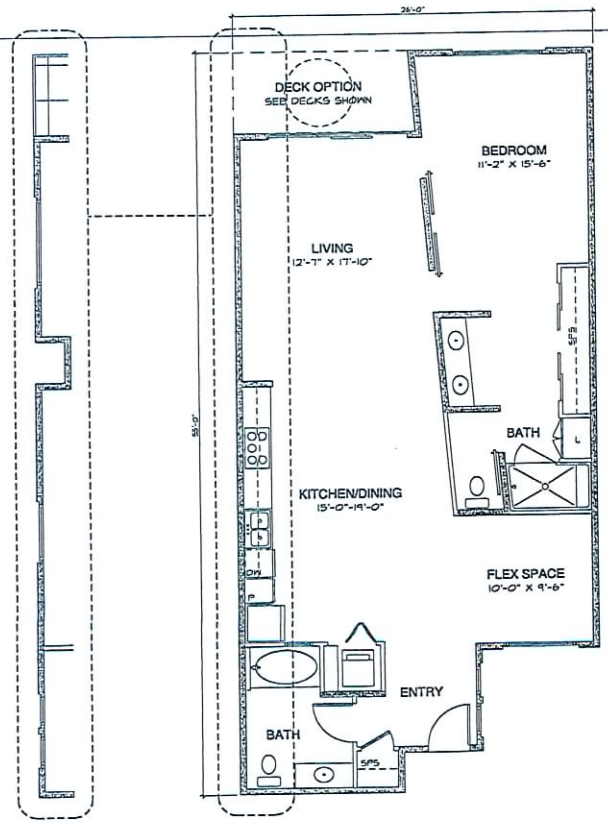
Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

LEVEL 4 - BUILDING 1 & 2

Project 0615 1174 01
Date April 19, 2007
Drawn by
Checked by HP

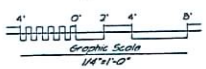
Drawing Number
1-A204

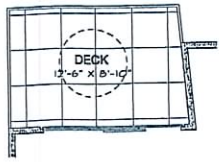


EXTERIOR WALL @
LOFT A (END UNIT)
1240 Sq.Ft.

P1 Loft A

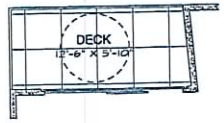
1247 Sq.Ft.





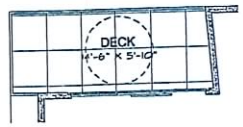
Deck (D1)

113 Sq.Ft.



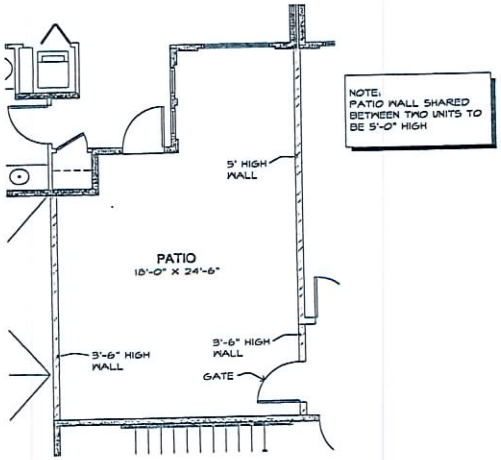
Deck (D2)

77 Sq.Ft.



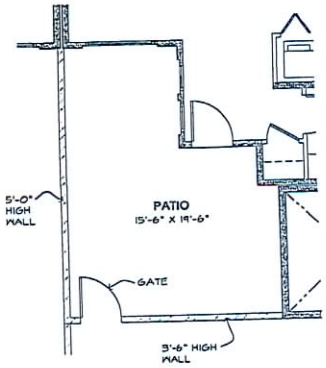
Deck (D3)

89 Sq.Ft.



Patio (P1)

410 Sq.Ft.



Patio (P2)

261 Sq.Ft.

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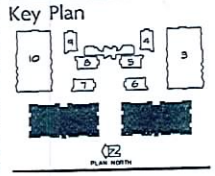
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT A

Project 0615.1174.01
Date April 19, 2007
Drawn by
Checked by HP

Drawing Number
1-A220

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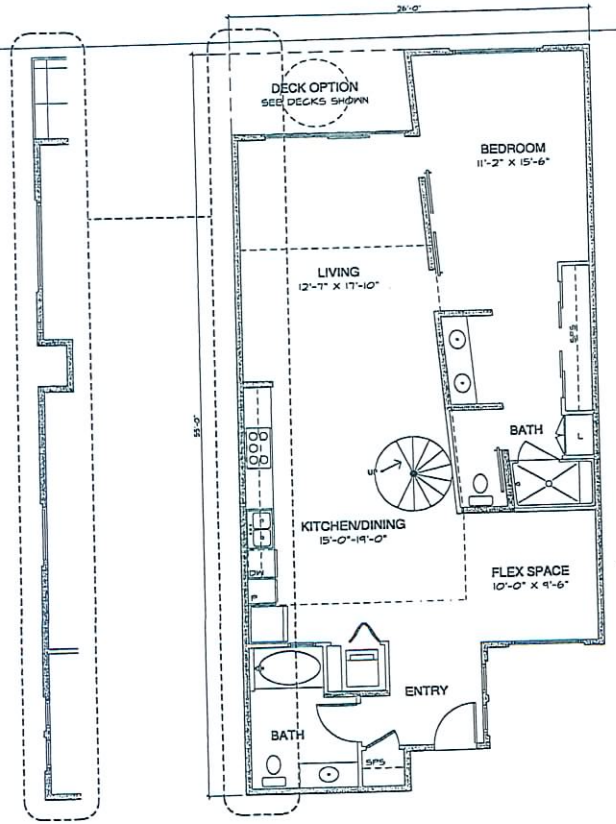
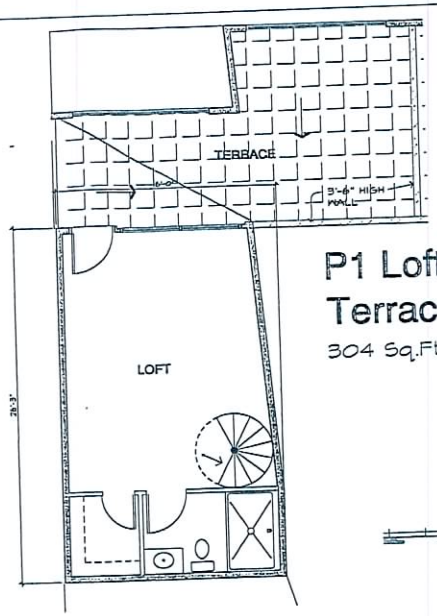


EXTERIOR WALL @
LOFT C (END UNIT)
1240 Sq.Ft.

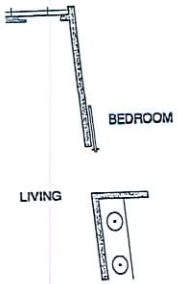
P1 Loft C
1247 Sq.Ft.



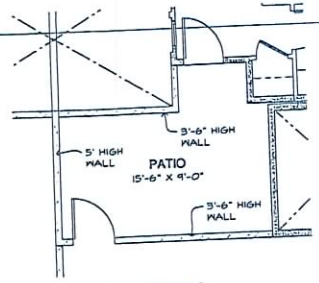


P1 Loft C - Roof Loft
380 Sq.Ft.

P1 Loft C - Terrace (T1)
304 Sq.Ft.

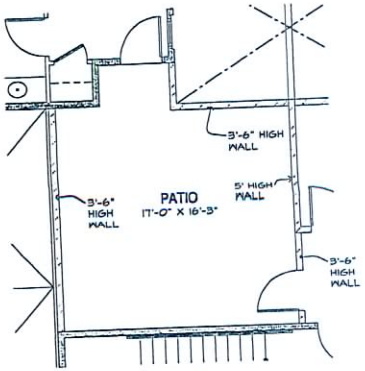


Alternate - Barn Door



Patio (P3)
172 Sq.Ft.

NOTE:
PATIO WALL SHARED
BETWEEN TWO UNITS TO
BE 5'-0" HIGH



Patio (P4)
319 Sq.Ft.

EOT-34338
07-15-09 CC

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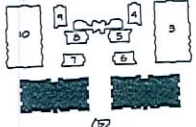
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT A

Project 0815.1174.01
Date April 19, 2007
Drawn by
Checked by

Drawing Number
1-A220-A

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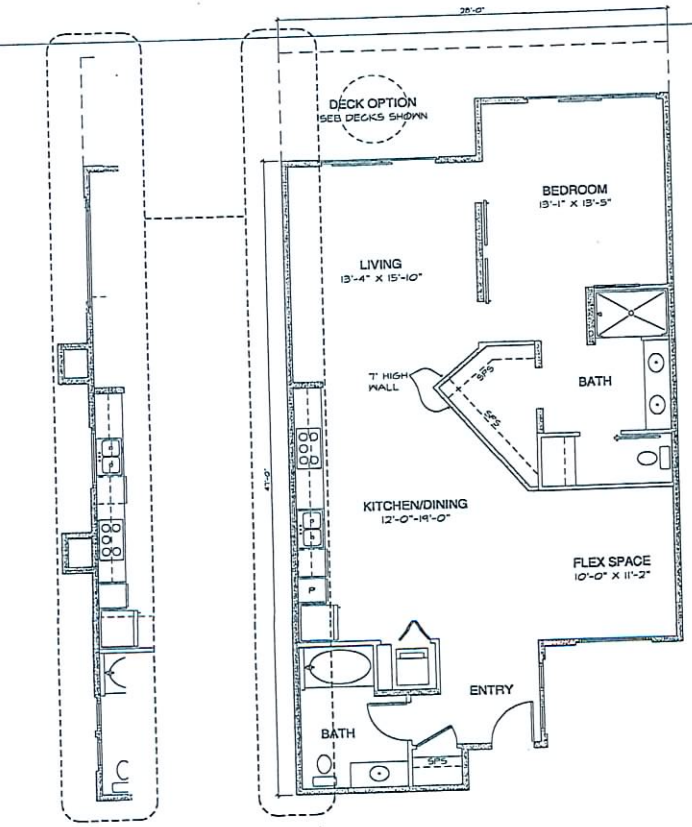
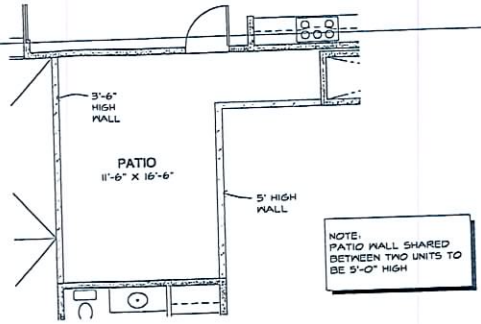


EXTERIOR WALL @
LOFT B (END UNIT)

P1 Loft B

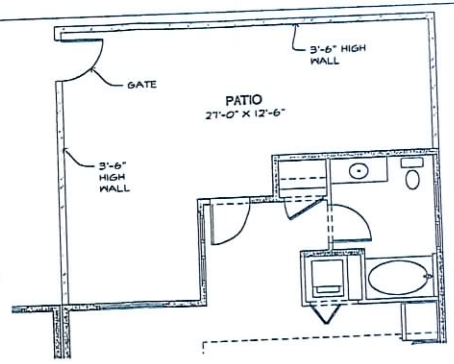
1254 Sq.Ft.





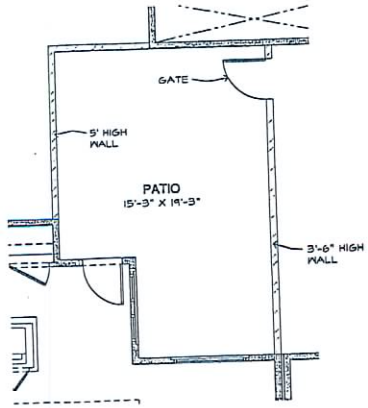
Patio (P5)

235 Sq.Ft.



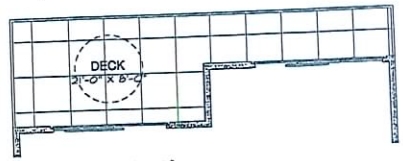
Patio (P7)

403 Sq.Ft.



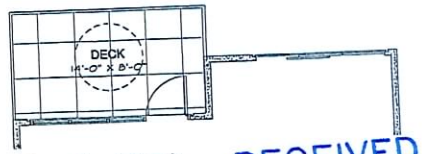
Patio (P6)

318 Sq.Ft.



Deck (D4)

165 Sq.Ft.



Deck (D5)

113 Sq.Ft.

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EOT-34338
07-15-09 CC

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FAX (702) 269-6625
www.kke.com

C2 Lofts
9500 Hillwood Dr., Suite 130
Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT B

Project 0815.1114.01
Date April 14, 2009
Drawn by
Checked by

Drawing Number
1-A221

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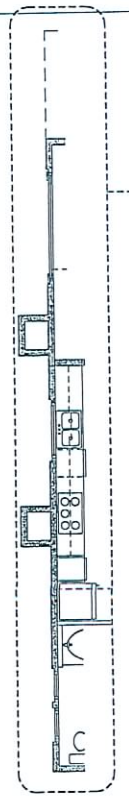
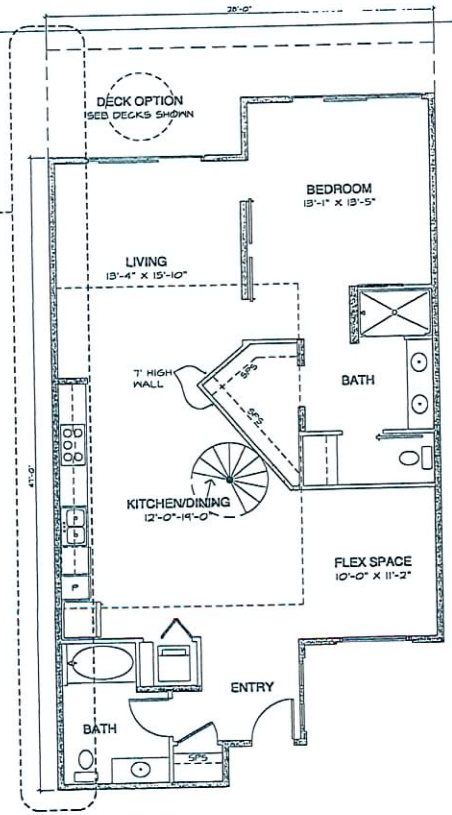
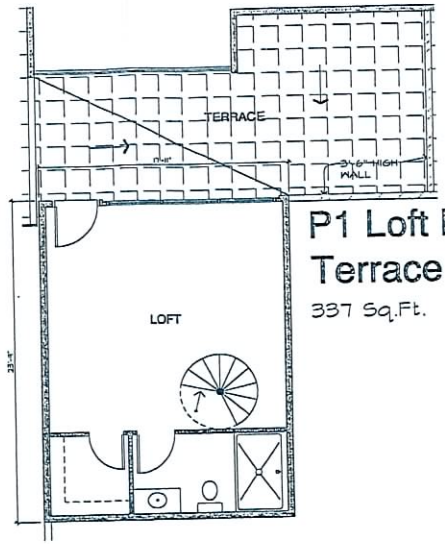


EXTERIOR WALL @
LOFT D (END UNIT)



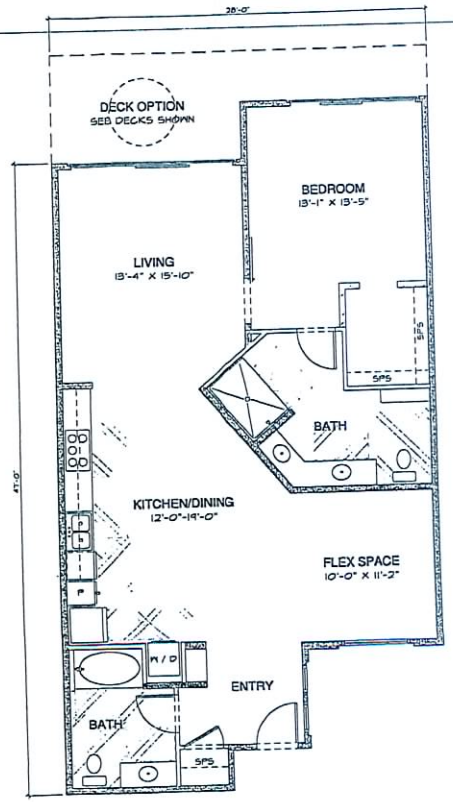
P1 Loft D
1254 Sq.Ft.

Graphic Scale
1/4"=1'-0"



P1 Loft D -
Terrace (T2)
337 Sq.Ft.

P1 Loft D -
Roof Loft
402 Sq.Ft.



P1 Loft E - ADA
1254 Sq.Ft.

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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT D & E

Project 0815 0114 01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A221-A

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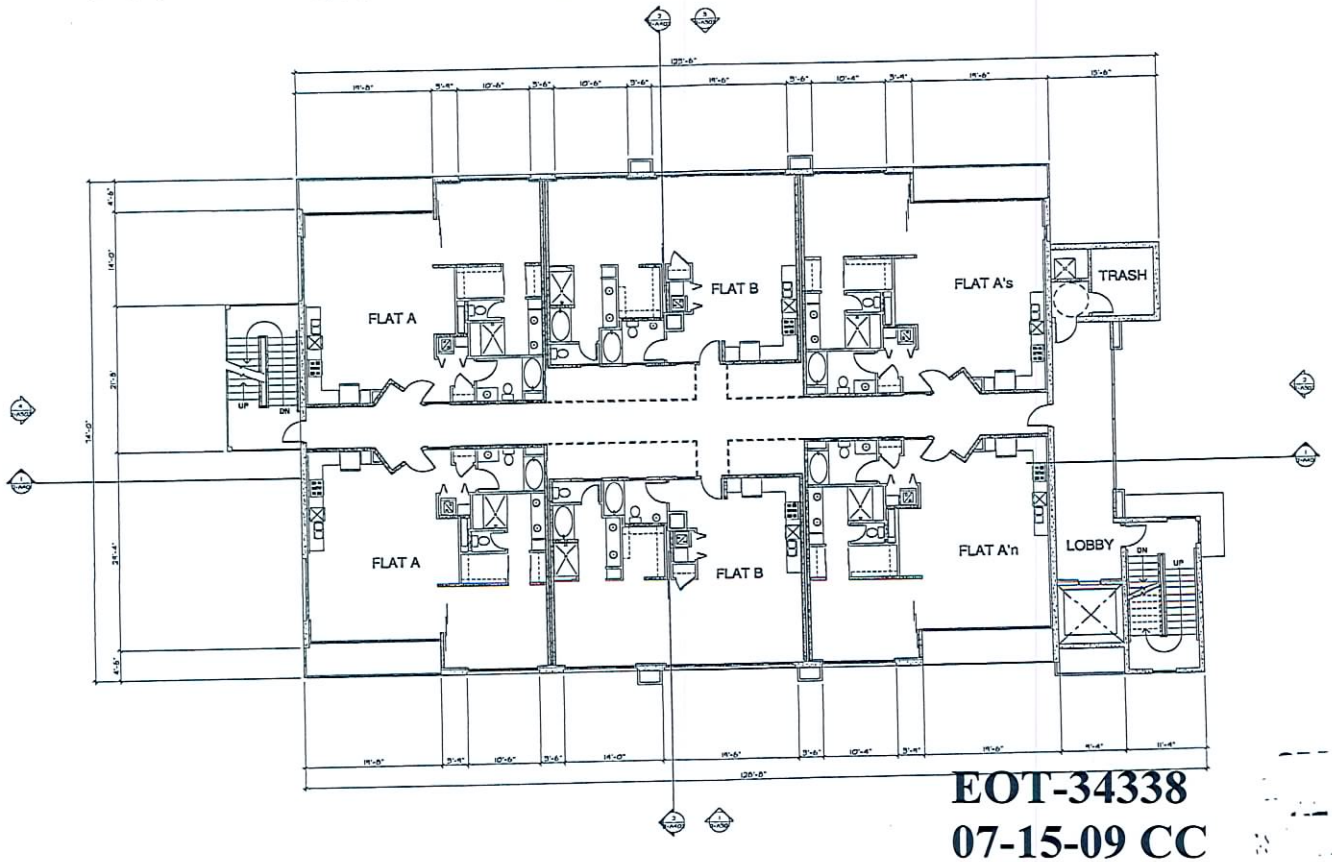

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LEVEL 2 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 2

UNIT	NO BR	STORIES	NO UNITS	AREA (SQ FT) 1ST FLR	AREA (SQ FT) 2ND FLR	AREA (SQ FT) DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P2 FLAT A	1	1	4	1045	0	108	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								3926
FLOOR TOTAL								4834
NO STORAGE UNITS			18					

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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

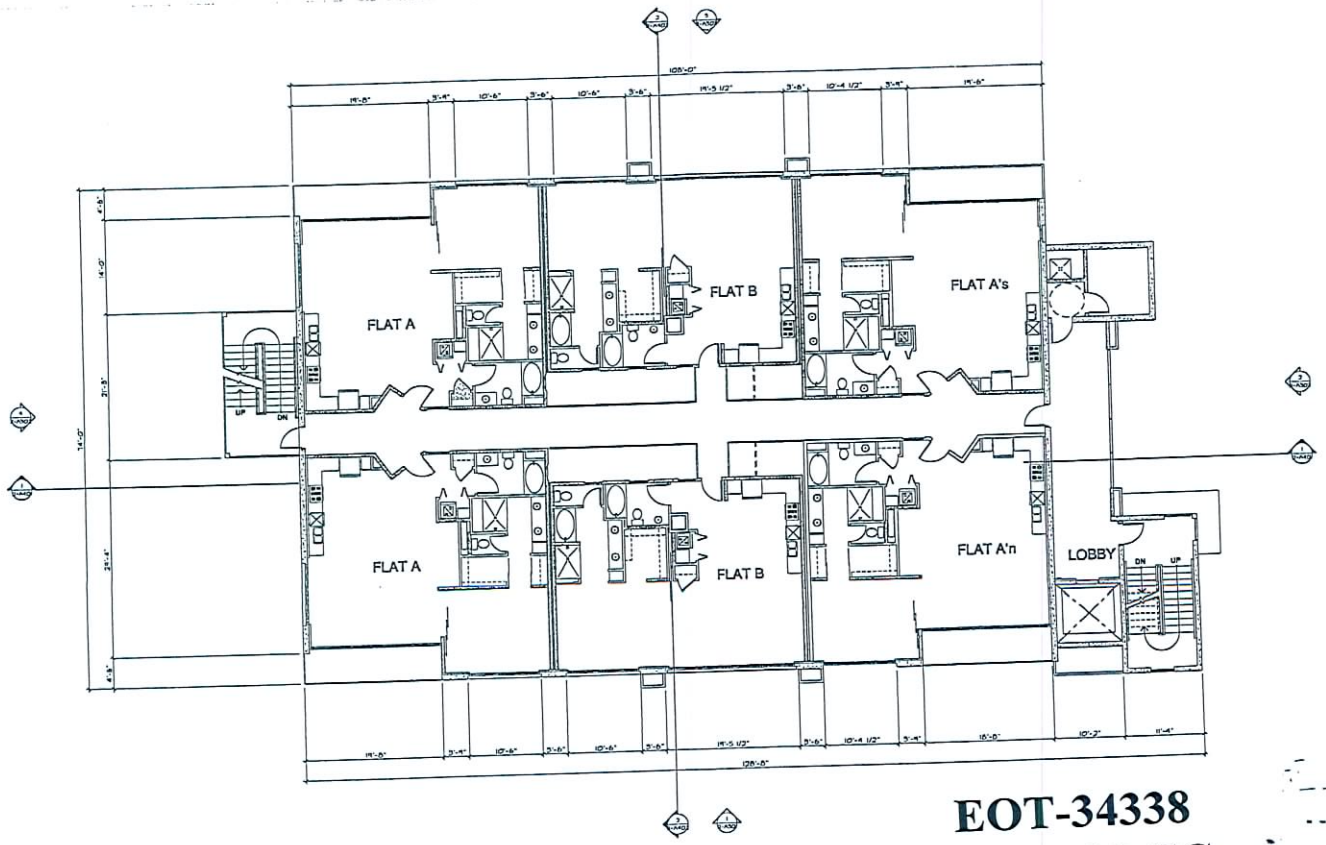
Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2

LEVEL 2- BLDG 4, 5, 6, 7, 8, & 9

Project 05151174.01
Date APRIL 14, 2007
Drawn by
Checked by

Drawing Number
2-A202



LEVEL 3 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 3								
				AREA (SQ FT)			UNIT TOTAL SQ. FT	TOTAL SQ. FT
UNIT	NO BR	STORIES	NO UNITS	1ST FLR	2ND FLR	DECK		
P2 FLAT A	1	1	4	1045	0	106	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								2538
FLOOR TOTAL								9444

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Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2

LEVEL 3- BLDG 4, 5, 6, 7, 8, & 9

Project 0615.134.01
Date APRIL 14, 2009
Drawn by
Checked by

Drawing Number
2-A203

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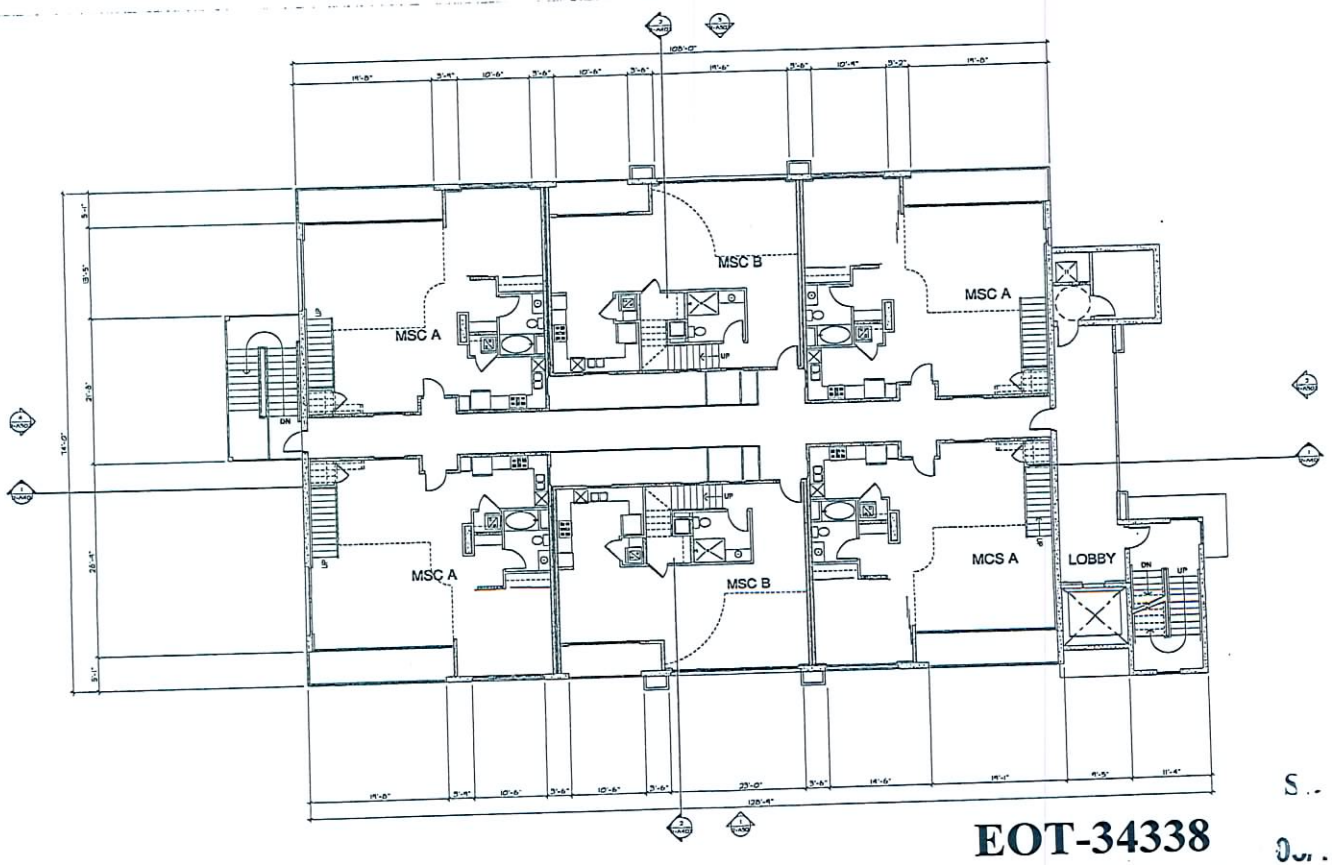

LEVEL 4 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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07-15-09 CC

UNIT	NO BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ. FT	TOTAL SQ. FT
PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, OR 9 - LEVEL 4								
P2 MSC A	1	2	4	1045	831	106	1201	4804
P2 MSC B	2	2	2	980	940	71	1051	2102
TOTAL			6					6906
COMMON								2742
FLOOR TOTAL								9648

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KKE architects

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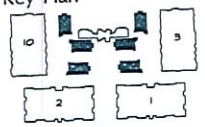
Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2

LEVEL 4- BLDG 4, 5, 6, 7, 8, & 9

Project 0615.1174.01
Date APRIL 14, 2007
Drawn by
Checked by HP

Drawing Number
2-A204

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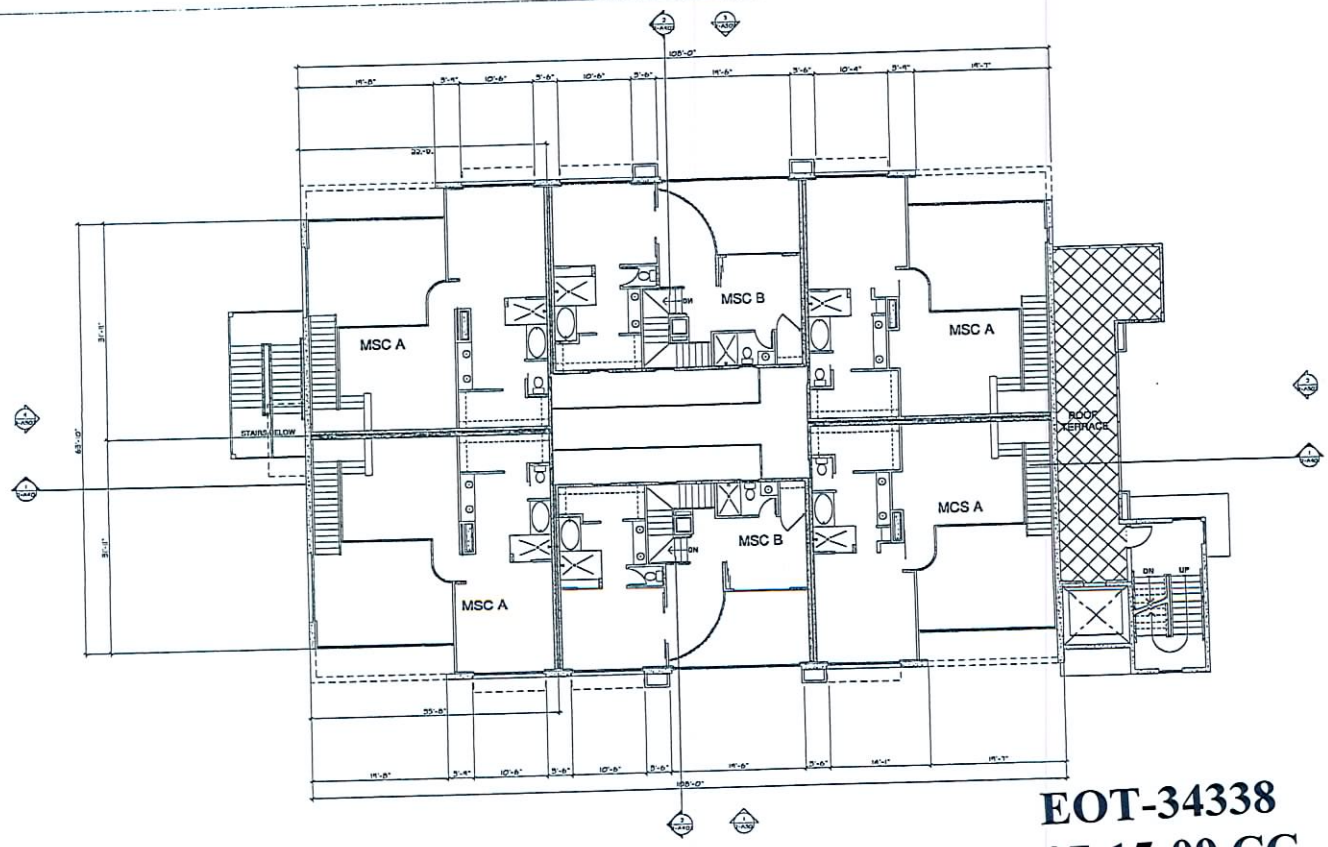

LEVEL 5 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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702.240.2469

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2

LEVEL 5 - BLDG 4, 5, 6, 7, 8, & 9

Project 0615.174.01
Date APRIL 14, 2009
Drawn by
Checked by HP

Drawing Number
2-A205

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Product 3
Elevation @ Rec. Center



Product 2
Elevation @ Interior Street

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NOTE:
Color representation for Schematic Design may vary depending on final manufacture selection.

Color specification will be provided at ARC III Meeting.

Scale 1"= 1/16"

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C2Lofts
A Christopher Company

LAS VEGAS TECH. CENTER II
BUFFALO & PEAK

Color Elevation Product 2 & 3

AC01

TCA 2005-004
March 6, 2006

THOMAS P. COX ARCHITECTS, INC.

ICI SUN VALLEY

ICI BOULDER

ICI SERENGETI PLAIN

ICI CRIMSON VELVET

UNPAINTED CORRUGATED



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Development Investment Brokerage

Douglas L. Crook & Associates

COMMERCIAL REAL ESTATE

April 23, 2009

Mr. Peter Lowenstein
Current Planning- Planning & Development
731 Fourth Street
Las Vegas, NV 89101

Subject: Upper West Side by C2 Lofts
Site Development Plan Review- Extension of SDR-21608

Dear Mr. Lowenstein:

On behalf of the applicant, C2 Lofts, we respectfully request review and approval of the attached application for Site Development Plan Review extension. The site is located within the Las Vegas Tech Center, fronting of Buffalo Drive and bordered by Trinity Peak Avenue, Fire Mesa Street and Peak Drive. Consisting of approximately 21.2 acres within Ward 4, this portion of the Tech Center is zoned C-PB with a land use designation of LI/R for which the applicant is proposing a mixed-use development of commercial and multi-family.

A Site Development Plan (SDR-9439) was approved on December 21, 2005, and the Major Modification (SDR-21608) was granted on May 11, 2007, (enclosed). The Special Use Permit (SUP-9436) for this mixed-use development of commercial uses and condominiums has also been granted and has expired, but we are in the process of applying and are submitting simultaneously. We are seeking to extend current (SDR 21608) approval.

We respectfully request that the waivers granted with our previous Site Development Review approval remain in place as well as the conditions granted with the Special Use Permit. We look forward having this item on the agenda for the June 11, 2009, Planning Commission meeting. Please contact our office if you have any question or comments during your review.

Sincerely,

Douglas L. Crook

cc: J. Christopher Stuhmer

EOT-34338
07-15-09 CC

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APR 28 2009

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LAS VEGAS CITY COUNCIL

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BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 11, 2007

Mr. Douglas Crook
Trinity Peak
9500 Hillwood Drive, Suite 200
Las Vegas, Nevada 89134

RE: SDR-21608 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Crook:

Your Request for a Major Modification to an approved Site Development Plan Review (SDR-9439) FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 436 RESIDENTIAL UNITS AND 57,772 SQUARE FEET OF COMMERCIAL SPACE on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive (APN 138-15-310-031, 034 and 035), C-PB (Planned Business Park) Zone, Ward 4 (Brown), has been considered administratively by the Planning and Development Department staff.

The Planning and Development Department staff has administratively ***APPROVED*** your request subject to the following:

Planning and Development

1. Conformance to the conditions for Rezoning (Z-0087-98) and Special Use Permit (SUP-9436).

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 materials board date stamped 1/23/07 and the site plan; landscape plan; floor plans; and building elevations date stamped 4/20/07 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.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
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07-15-09 CC

5. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

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. 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).

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. Air conditioning units shall not be mounted on rooftops within the residential component of this development.

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 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.

12. A Master Sign Plan shall be submitted for approval by the City of Las Vegas prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

EOT-34338
07-15-09 CC

14. 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.

Public Works

15. Dedicate the additional right-of-way necessary for a northbound right turn lane on Buffalo Drive at Peak Drive in accordance with Standard Drawing 201.1 unless otherwise allowed by the City Traffic Engineer. Construction of the right turn lane shall not be required with this development action.

16. 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 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.

17. 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.

18. A traffic queuing analysis for the proposed gated driveways must be submitted to and approved by the City Traffic Engineer prior to the issuance of any permits, submittal of any construction drawings or the submittal of a Map for this site. If the traffic queuing analysis is not approved, these driveways shall either not be gated, or shall be redesigned to meet Standard Drawing #222a requirements. If the analysis is approved, submit an application for a deviation from Standard Drawing #222a for these substandard gated driveways accessing this site from Trinity Peak Avenue, Fire Mesa Street and Peak Avenue. If the driveways require modifications, a revised site plan shall be submitted to the Planning and Development Department.

19. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site or the issuance of any permits, whichever may occur first. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

EOT-34338
07-15-09 CC

20. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site.

21. Submit an Encroachment Agreement for all landscaping, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site. All 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.

22. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of any construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

23. Site development to comply with all applicable conditions of approval for Z-87-98 and all other applicable site-related actions.

This action by the Planning and Development staff is final.

Sincerely,

Andrew P. Reed, Planning Supervisor
Planning and Development Department
Current Planning Division

AR:dm

cc: Mr. Douglas Crook
Northwest III, LLC
2300 West Sahara Avenue,Suite 530
Las Vegas, Nevada 89102

Ms. Barbara Baird
B2 Developer Services
2260 Corporate Circle, Suite 450
Henderson, Nevada 89074

EOT-34338
07-15-09 CC

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

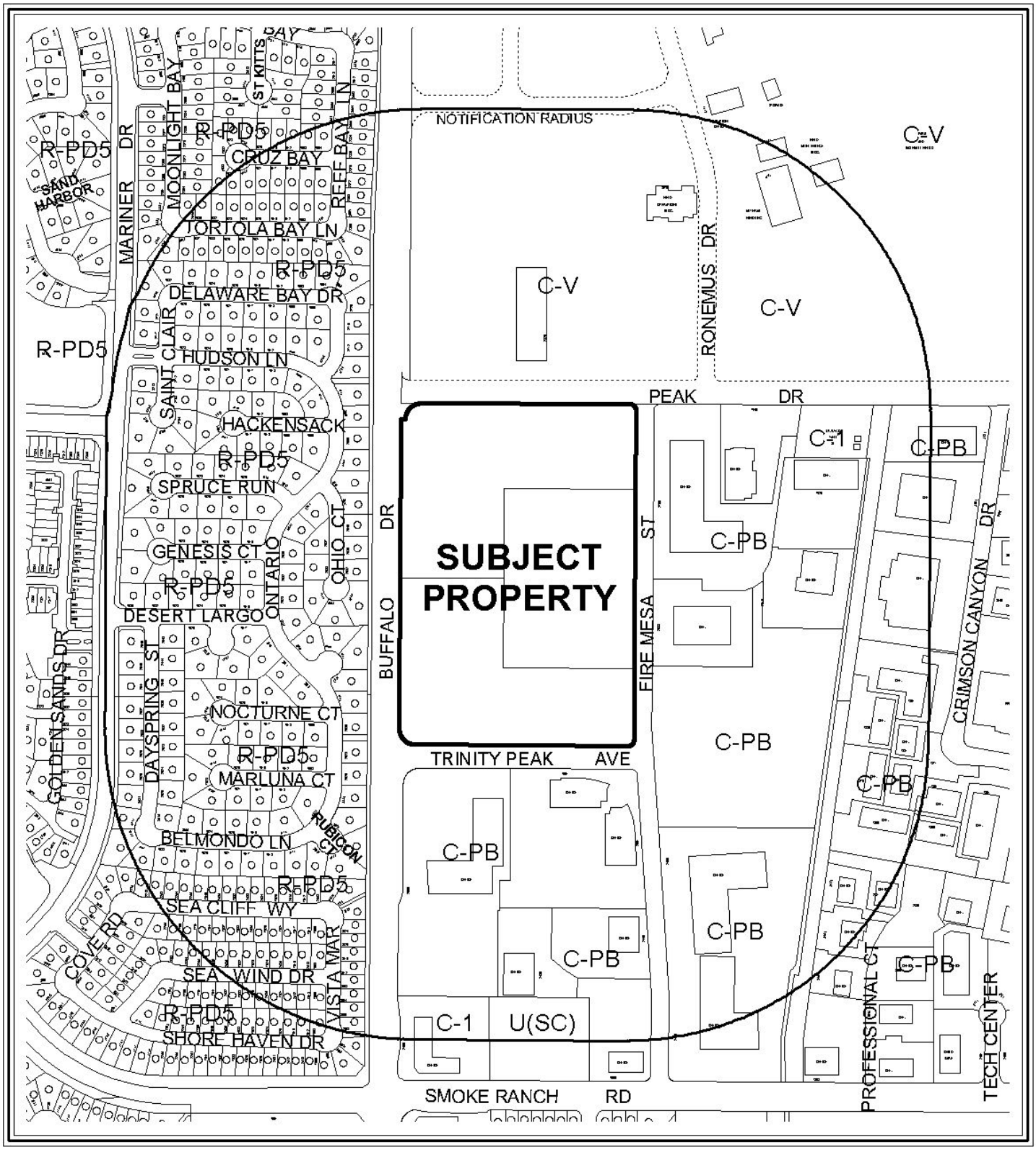
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34339 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT WITH A WAIVER TO ALLOW A NON-RESIDENTIAL USE TO FRONT ALONG THE INTERIOR DRIVE INSTEAD OF THE PRIMARY PUBLIC RIGHT-OF-WAY at the northeast corner of Trinity Peak Drive and Buffalo Drive (APN 138-15-310-031, 034, and 035), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

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 (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 38



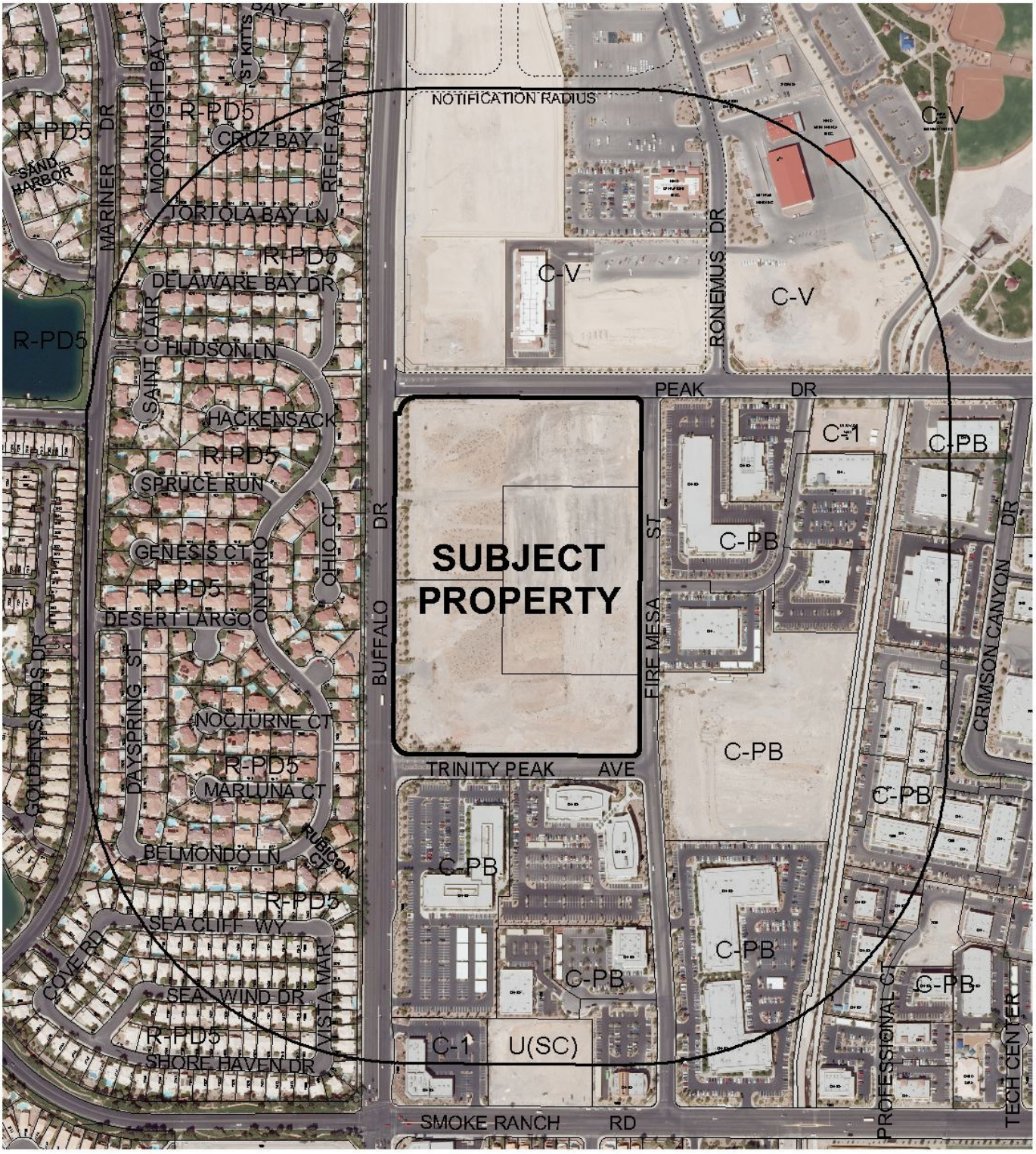
0 600 1200 Feet

CASE: **SUP-34339**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N



0 600 1200 Feet

CASE: **SUP-34339**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34339 - APPLICANT: C2 LOFTS - OWNER: TRINITY PEAK I, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Mixed-Use.

2. Conformance to the conditions for Rezoning (Z-0087-98) and Site Development Plan Review (SDR-21608).

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. 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 Mixed-Use development with a Waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way at the northeast corner of Trinity Peak Drive and Buffalo Drive. A previously approved Special Use Permit (SUP-9436) for a proposed Mixed-Use development with an identical Waiver was approved for the subject site on 12/21/05; however, it was not exercised, and expired on 12/21/07. An approved Site Development Plan Review (SDR-21608) for a Mixed-Use development consisting of 436 residential units and 57,772 square feet of commercial space remains active on the subject property. As this request is consistent with the approved Site Development Plan Review, and the request for the Waiver allows the commercial uses to be fully integrated into the multi-building site rather than being restricted to the Buffalo Drive frontage, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/22/99	The City Council approved a General Plan Amendment (GPA-0047-98) from SC (Service Commercial) to LI/R (Light Industry/Research) and a Rezoning (Z-0087-98) from C-1 (Limited Commercial) to C-PB (Planned Business Park) for this site as part of a larger request for the entire Las Vegas Technology Center expansion area. The Planning Commission and staff recommended approval of these requests.
11/17/99	The City Council approved a Development Standard Review and Master Plan Review [Z-0087-98(1) and Z-0066-87(4)] for the Las Vegas Technology Center Phase II. The Planning Commission recommended and staff recommended approval of these requests.
06/19/03	A change of ownership was recorded for APN 138-15-310-035.
09/08/05	The Las Vegas Technology Center II Architectural Review Committee approved the proposed project, subject to Council approval (Meeting 1).
12/21/05	The City Council approved a Site Development Plan Review (SDR-9439) for a proposed Mixed-Use development (SDR-9439) consisting of 558 residential units and 52,000 square feet of commercial space with a Waiver of the building placement requirement and a Special Use Permit (SUP-9436) for a Mixed-Use development with a Waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way at the northeast corner of Buffalo Drive and Trinity Peak Drive. The Planning Commission and staff recommended approval of these requests.

02/23/06	The Planning Commission approved a request for a Tentative Map (TMP-10550) for a 562-unit Mixed-Use development on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive. Staff recommended approval of this request. The map was never exercised and expired 02/23/08.
05/31/06	A change of ownership was recorded for APNs 138-15-310-031 and 034.
04/11/07	The Las Vegas Technology Center II Architectural Review Committee approved the proposed project, subject to Council approval (Meeting 2).
05/10/07	The Planning and Development Department approved a request for a Minor Amendment (SDR-21608) to an approved Site Development Plan Review (SDR-9439) for a proposed Mixed-Use development consisting of 436 residential units and 57,772 square feet of commercial space on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive.
08/09/07	The Planning Commission approved a Tentative Map (TMP-22581) for a 436-unit Mixed-Use development on 21.2 acres at the northeast corner of Buffalo Drive and Trinity Peak Drive. Staff recommended approval of this request.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #38/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this application.	
Pre-Application Meeting	
09/24/08	A pre-application meeting was held with the applicant where the following was discussed: • The submittal requirements for a Special Use Permit for a Mixed-Use development. • A Project of Regional Significance is required to be completed for this submittal.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
05/07/09	A field check was performed at the subject property with the following observations: • The subject properties are located within the Las Vegas Technology Center Phase 2. • There is existing landscaping along Buffalo with a significant power line utility easement running overhead. • There are existing curb cuts that are located approximately where the submitted plans show. • There is a slight increase in grade westwards towards the existing single family housing.

Details of Application Request	
Site Area	
Gross Acres	21.21

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped [Proposed Mixed-Use Development (SDR-21608)]	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
North	City of Las Vegas West Service Center	PF (Public Facilities)	C-V (Civic)
South	Office	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
East	Office	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
West	Single-Family Residences	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development – 5 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Technology Center	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
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		Y

DEVELOPMENT STANDARDS

Waivers		
Requirement	**Request**	**Staff Recommendation**
The nonresidential use shall be located at ground level fronting the primary public right-of-way, and the primary entryway to that use shall be directly from and oriented to a street	To allow a nonresidential use to front along the interior drive	Approval

ANALYSIS

This is a request for a Special Use Permit for a proposed Mixed-Use development with a Waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way at the northeast corner of Trinity Peak Drive and Buffalo Drive. The subject site is currently entitled for a development consisting of 436 residential units and 57,772 square feet of commercial space, and had previously obtained a Special Use Permit (SUP-9436) to allow Mixed-Use development, which expired 12/21/07.

This request is consistent with the approved Site Development Plan Review (SDR-21608) for the site and is identical to the previously approved Special Use Permit (SUP-9436). Approval of the Waiver requested will allow the commercial portion of the development to be fully integrated into all areas of the multi-building development, rather than placing commercial uses solely within the buildings which front Buffalo Drive. As the requested Special Use Permit is consistent with the approved Site Development Plan Review and the Waiver requested will allow the commercial uses to be located throughout the proposed development, staff recommends approval of this request.

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 design of the development adequately separates the commercial and residential components by restricting commercial uses to the ground level of the proposed buildings and residential uses to the upper floors, and will not significantly impact adjacent land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is appropriate for the proposed Mixed-Use development. The property is physically suitable for the uses and scale of development proposed for the site.

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 site access is provided from Buffalo Drive, a 100-foot Primary Arterial, Peak Drive, an 80-foot Secondary Collector, and Trinity Peak Drive and Fire Mesa Drive, both 60-foot Local Streets, according to 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."**

   Approval of the Special Use Permit will not 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 proposed Mixed-Use development does not meet all of the applicable conditions per Title 19.04 as the applicant has requested a Waiver to allow a non-residential use to front along the interior drive instead of the primary public right-of-way. Staff can support the Waiver request as it creates a fully integrated and usable Mixed-Use neighborhood by placing commercial uses throughout the proposed development.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 318 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-34339** APN: 138-15-310-031, 034, 035

Name of Property Owner: Trinity Peak I, LLC

Name of Applicant: C2 Lofts

Name of Representative: Christopher Stuhmer

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: Christopher Stuhmer

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APR 28 2009

Subscribed and sworn before me

This 16th day of April, 2009

_____

Notary Public in and for said County and State

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
My appt. exp. Feb. 1, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-34339** APN: 138-15-310-031, 034, 035

Name of Property Owner: Trinity Peak II, LLC

Name of Applicant: C2 Lofts

Name of Representative: Christopher Stuhmer

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: Christopher Stuhmer

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This 16th day of April, 2009

_____
Notary Public in and for said County and State

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
My appt. exp. Feb. 1, 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-34339** APN: 138-15-310-031, 034, 035

Name of Property Owner: NORTHWEST III, LLC

Name of Applicant: C2 Lofts

Name of Representative: Christopher Stuhmer

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: Christopher Stuhmer

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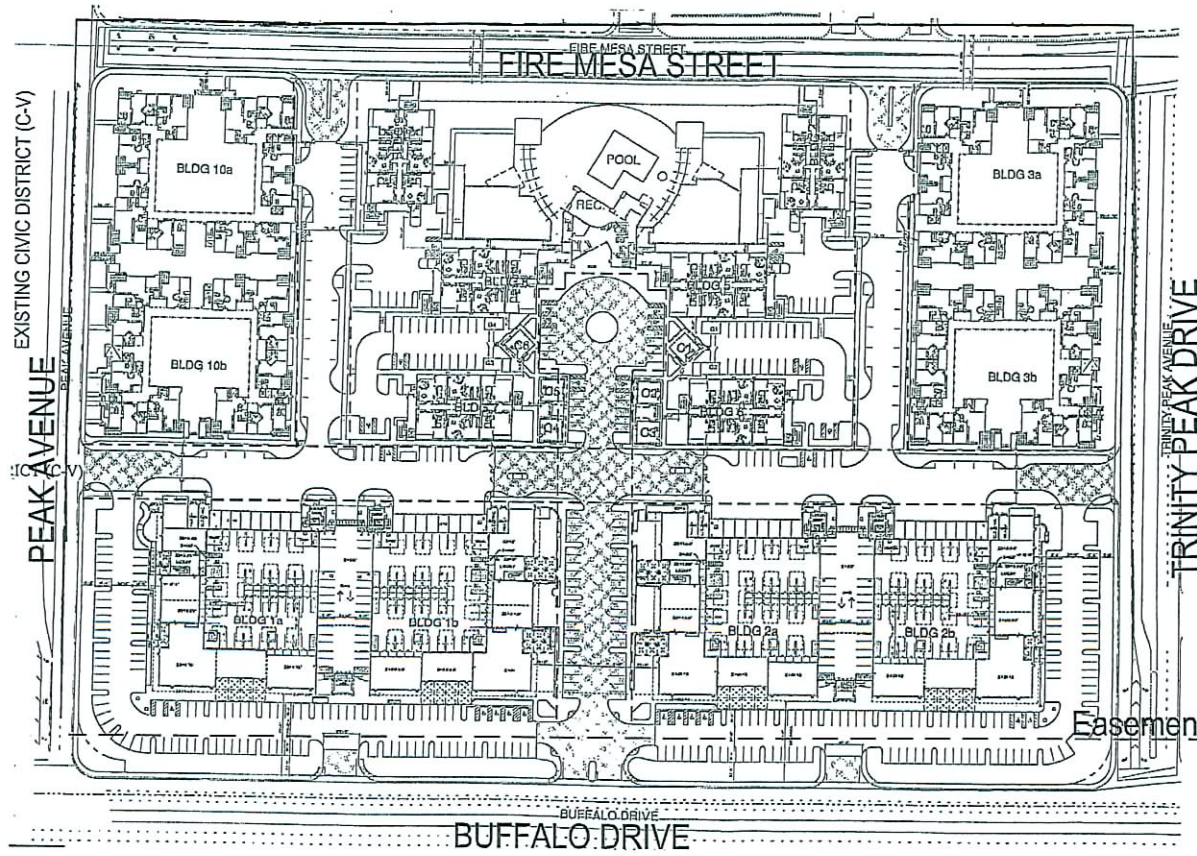
This 16th day of April, 2009

_____
Notary Public in and for said County and State

P. A. CAVA
Notary Public State of Nevada
No.93-3382-1
My appt. exp. Feb. 1, 2010

Existing Office Buildings
C-PB Zoning

Existing Office Buildings
C-PB Zoning



LEGEND

- Property Line
- Easement
- Accessible Path

VICINITY MAP



Existing Residential Homes
R-PDS Zoning

Preliminary Site Plan

UPPER WEST SIDE

Las Vegas, Nevada
C2 Lofts, LLC

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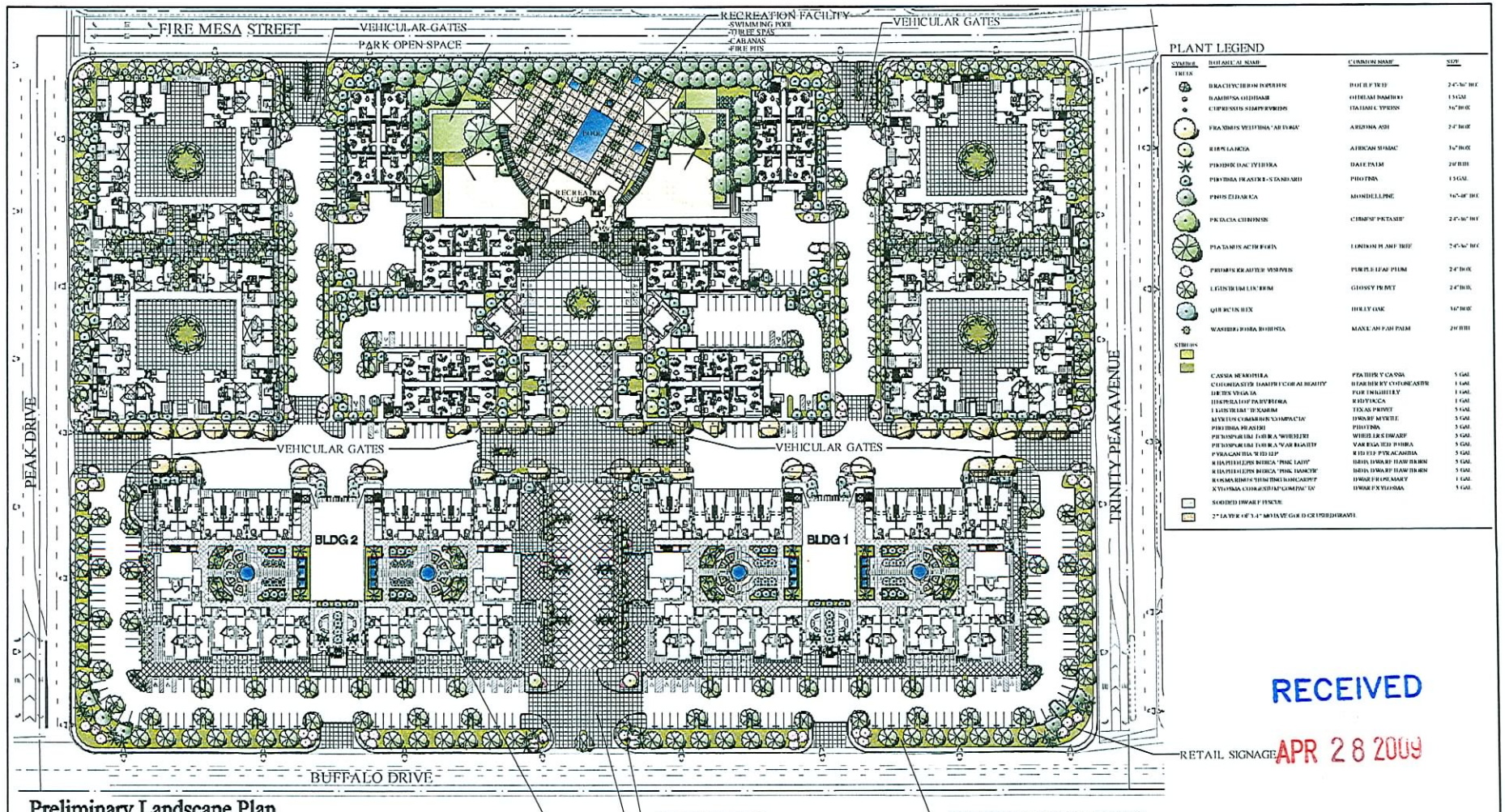
REF N

0' 50' 100' 200'

SUP-34339
06/11/09 PC



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Preliminary Landscape Plan

Upper West Side

Las Vegas, Nevada

C2Lofts, LLC

SUP-34339

06/11/09 PC

PRODUCT 1 - BLDGS 1 or 2 - LEVEL 2											
UNIT	NO BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ FT	TOTAL SQ FT
P1 LOFT A-D1	1	1	8	1247	0	0	113	0	0	1360	10880
P1 LOFT A-D2-P2	1	1	2	1247	0	0	77	281	0	1605	3210
P1 LOFT A-D3-P1	1	1	2	1247	0	0	89	410	0	1746	3492
P1 LOFT B-D4	1	1	8	1254	0	0	165	0	0	1419	11352
P1 LOFT B-D4-P5	1	1	2	1254	0	0	165	235	0	1654	3308
P1 LOFT B-D4-P7	1	1	2	1254	0	0	165	403	0	1822	3644
P1 LOFT B-D7-P6	1	1	2	1254	0	0	608	318	0	2180	4360
P1 LOFT E-D4	1	1	2	1254	0	0	165	0	0	1419	2838
TOTAL			28								43084
COMMON											30197
FLOOR TOTAL											73281
NO. STORAGE UNITS	80										

PRODUCT 1 - BLDGS 1 or 2 - LEVEL 3											
UNIT	NO. BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ. FT.	TOTAL SQ. FT.
P1 LOFT A-D2	1	1	8	1247	0	0	77	0	0	1324	10592
P1 LOFT A-D3-P5	1	1	2	1247	0	0	77	172	0	1496	2992
P1 LOFT A-D2-P4	1	1	2	1247	0	0	77	319	0	1643	3286
P1 LOFT B-D4	1	1	4	1254	0	0	165	0	0	1419	5676
P1 MSC A1-D8-T3	2	2	8	1184	736	481	118	0	371	1280	10240
P1 MSC B1-D8-D4-P4-T3	2	2	2	1184	725	318	251	454	371	1869	3738
P1 MSC B1-D8-D4-P8-T3	2	2	2	1184	725	318	251	455	371	1870	3740
TOTAL			28								40264
COMMON											9828
FLOOR TOTAL											50092

PRODUCT 1 - BLDGS 1 or 2 - LEVEL 4											
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ. FT.	TOTAL SQ. FT.
P1 LOFT C-D2-T1	1	1	8	1247	0	580	77	0	304	1324	10592
P1 LOFT C-D2-P5-T1	1	1	2	1247	0	580	77	172	304	1496	2992
P1 LOFT C-D2-P4-T1	1	1	2	1247	0	580	77	319	304	1643	3286
P1 LOFT D-D5-T2	1	1	4	1254	0	402	115	0	402	1367	5468
										736	5888
										723	1446
										723	1446
TOTAL			16								31058
COMMON											3552
FLOOR TOTAL											34540

PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 2								
UNIT	NO. BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ. FT.
P2 FLAT A	1	1	4	1095	0	106	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								2428
FLOOR TOTAL								9334
NO STORAGE UNITS	10							

PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 3								
UNIT	NO. BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ. FT.
P2 FLAT A	1	1	4	1095	0	106	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								2538
FLOOR TOTAL								9444

PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 4								
UNIT	NO. BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P2 MSC A	1	2	4	1095	857	106	1201	4804
P2 MSC B	2	2	2	480	740	71	1051	2102
TOTAL			6					6906
COMMON								2542
FLOOR TOTAL								9448

PRODUCT 3 - BLDGS 3 or 10 - LEVEL 2								
UNIT	NO BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P3 LOFT A-D1	1	1	4	1120	0	95	1215	4860
P3 LOFT A-D2	1	1	3	1120	0	136	1256	3768
P3 LOFT A-D3	1	1	1	1120	0	129	1249	1249
P3 LOFT B-D5	2	1	2	1362	0	108	1470	2940
P3 LOFT B-D7	2	1	1	1362	0	170	1532	1532
P3 LOFT B-D8	2	1	2	1362	0	147	1509	3018
P3 LOFT B-D9	2	1	3	1362	0	173	1535	4605
P3 LOFT E1-D13	2	1	2	1670	0	165	1835	3670
P3 LOFT E2-D11	2	1	1	1661	0	104	1765	1765
P3 LOFT E2-D13	2	1	1	1661	0	185	1846	3692
P3 LOFT E-ADA-D13	2	1	2	1661	0	188	1849	3698
P3 LOFT F-D13	2	1	1	1776	0	182	1958	2100
TOTAL			24					36497
COMMON								41709
FLOOR TOTAL								78206
NO. STORAGE UNITS	105							

PRODUCT 3 - BLDGS 3 or 10 - LEVEL 3								
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ FT) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P3 LOFT A-D1	1	1	8	1120	0	95	1215	9720
P3 LOFT B-D5	2	1	5	1362	0	108	1470	7350
P3 LOFT B-D6	2	1	3	1362	0	108	1470	4410
P3 LOFT E1-D12	2	1	2	1670	0	106	1776	3552
P3 LOFT E2-D12	2	1	5	1661	0	106	1767	8835
P3 LOFT F-D16	2	1	1	1776	0	106	1882	1882
TOTAL			24					35749
COMMON								9277
FLOOR TOTAL								45026

PRODUCT 3 - BLDGS 3 or 10 - LEVEL 4								
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ. FT.
P3 LOFT A-D1	1	1	8	1120	0	95	1215	9720
P3 LOFT B-D5	2	1	1	1362	0	108	1470	1470
P3 LOFT B-D6	2	1	3	1362	0	108	1470	4410
P3 LOFT E1-D12	2	1	2	1670	0	106	1776	3552
P3 FLAT E2-D12	2	1	5	1661	0	106	1767	8835
P3 FLAT F-D16	2	1	1	1776	0	106	1882	1882
P3 MSC B-D18	2	2	4	1364	670	114	1478	5912
TOTAL			24					35781
COMMON								9277
FLOOR TOTAL								45058

PRODUCT 3 - BLDGS 3 or 10 - LEVEL 5								
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ. FT	TOTAL SQ FT
P3 LOFT A-D4	1	1	8	1120	0	95	1215	9720
P3 LOFT B-D8	2	1	3	1362	0	108	1470	4410
P3 LOFT B-D10	2	1	1	1362	0	108	1470	1470
P3 LOFT E1-D14	2	1	2	1670	0	114	1784	3568
P3 LOFT E2-D14	2	1	5	1661	0	114	1775	8875
P3 LOFT F-D17	2	1	1	1776	0	106	1882	1882
							670	2680
TOTAL			20					32605
COMMON								9277
FLOOR TOTAL								41882

CLUBHOUSE		
LEVEL	TOTAL SQ. FT.	STAIR SQ. FT.
BASEMENT	5610	767
ENTRY	2122	412
UPPER	4154	583
TOTAL	12671	1762

GYM	
LEVEL	TOTAL SQ. FT
LEVEL 1	5550
TOTAL	5550

SPA	
LEVEL	TOTAL SQ. FT
LEVEL 1	5454
TOTAL	5454

PRODUCT 1 - GARAGE LEVEL	
UNIT	TOTAL SQ. FT.
RETAIL PAD 1	2115
RETAIL PAD 2	1288
RETAIL PAD 3	1218
RETAIL PAD 4	4050
RETAIL PAD 5	1474
RETAIL PAD 6	2150
COMMON	481
TOTAL BLDG 1A	12454
RETAIL PAD 7	2156
RETAIL PAD 8	1474
RETAIL PAD 9	4050
RETAIL PAD 10	1224
RETAIL PAD 11	1212
RETAIL PAD 12	2115
COMMON	495
TOTAL BLDG 1B	12458
TOTAL BLDG 1A & 1B	25811
TOTAL BLDG 2A & 2B	25811
Building C1, C2, C3, C4, C5 & C6	
UNIT	TOTAL SQ FT
COMMERCIAL 1	625
COMMERCIAL 2	625
COMMERCIAL 3	625
COMMERCIAL 4	625
COMMERCIAL 5	625
COMMERCIAL 6	625
Total	3750
Project Total	55504

CODE ANALYSIS

APPLICABLE BUILDING CODES:
2006 International Building Code with Southern Nevada Building Code Amendments
2003 International Mechanical Code
2003 International Plumbing Code
2003 NEC National Electrical Code
2003 International Fire Code
2003 International Fuel and Gas Code
Local Jurisdiction: City Las Vegas

MODIFICATIONS:
1. Application No.__________ to allow R-2 occupancy under the three hour seperation per section 508.
2. Application No.__________ to A3 occupancy on the fourth level in a Type VA building.

GENERAL INFORMATION AND DESCRIPTION:
Project Name: Upper West Side Mixed Use - Las Vegas Tech Center
GENERAL DESCRIPTION
Sprinklered, 3 and 4 story condominium (R-2) type VA buildings over 1 stories of Type I Mercantile and S-2 occupancies.

Code Section	I. CLASSIFICATION OF BUILDINGS: A. Occupancy Classification:
303.1	1. Assembly (Community halls): Group A-3
310.1	2. Residents (Condominium): Group R-2
309.1	3. Mercantile (Retail): Group M
311.3	4. Garage (Public and Private): Group S2
	B. Occupancy Separations:
Table 508.3.3	1. Residential (R-2) to Parking Garage (S-2): 3-Hour fire rated. (Horizontal Separation).
Table 508.3.3	2. Residential (R-2) to Parking Garage (S-2): 2-Hour fire rated.
Table 508.3.3	3. Residential (R-2) to Assembly (A-3): 2-Hour fire rated.
Table 508.3.3	4. Mercantile (M) to Parking Garage (S-2): 2-Hour fire rated.
	C. Type of Construction:
	1. Apartments: Type V - A (Fire rated), Sprinklered
Table 601	a. Exterior bearing and interior bearing, structural frame, floor construction and roof construction: 1-hour-fire rated
Table 601	b. Exterior non-bearing and interior non-bearing partitions: non-fire rated.
707.4	c. Shaft enclosures: 2-hour fire-rated (4 story connected or more)
	d. Floor and floor ceilings between units: 1-hour fire-rated.
Table 704.8	e. Refer to Site Plan.
704.3	1.) Unlimited unprotected openings are permitted in buildings on the same lot where a 15'-0" fire seperation distance is provided.
1020.1.1	2.) Openings in stair enclosures within building exterior walls less that 180 degrees and 10' horizontally of a non-rated wall or unprotected opening shall be 1-hour rated with 3/4 hour rated openings
1020.1	f. Stairway construction: 2-hour fire-rated
708.1	g. Dwelling units shall be separated with Fire Partitions: 1-hour fire-rated
	2. Fire Sprinklers Requirements
903.3.1.2	a. R2 Occupancies: NFPA 13R throughout
	b. S2 Occupancies: NFPA 13R throughout, per Modification Request
	3. Fire Alarm System
907.2.9	a. R2 Occupancy: Manual fire alarm system shall be provided
704.11	4. Parapets are not required where the exterior walls are more than 15' to property line
	D. Allowable Floor Area:
	1. Basic maximum square footage per floor
Table 503, 506.3	a. Condominium R2:
	1.) Type V A (fire-rated): 12,000 maximum sq. ft. per floor plus increase for sprinkler 36,000 sq. ft.
Table 503, 506.3	b. Private Garages S2:
	1.) Type I B : 79,000 maximum sq. ft. plus increase for sprinkler 237,000 sq. ft.
Table 503, 506.3	c. Mercantile M :
	1.) Type I B : UL (unlimited) sq. ft. no increase for sprinkler
	E. Height and Number of Stories
Table 503	1. Apartments R-2
504.2	a. Increase for sprinklers:
	1.) Type VA: 3 + 1 story = 4 stories maximum; 50' + 20' = 70', however, 60' maximum height

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APR 28 2009

KKE architects

HTA

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www.kke.com
minneapolis las vegas pasadena irvine

C2 Lofts
9500 Hillwood Dr., Suite 130
Las Vegas, Nevada 89130
702.240.2469

No.	Date	Revision Description

SUP-34339

06/11/09 PC

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada

Matrix

Project 0615.1174.01
Date April 19, 2007
Drawn by
Checked by

Drawing Number
A102

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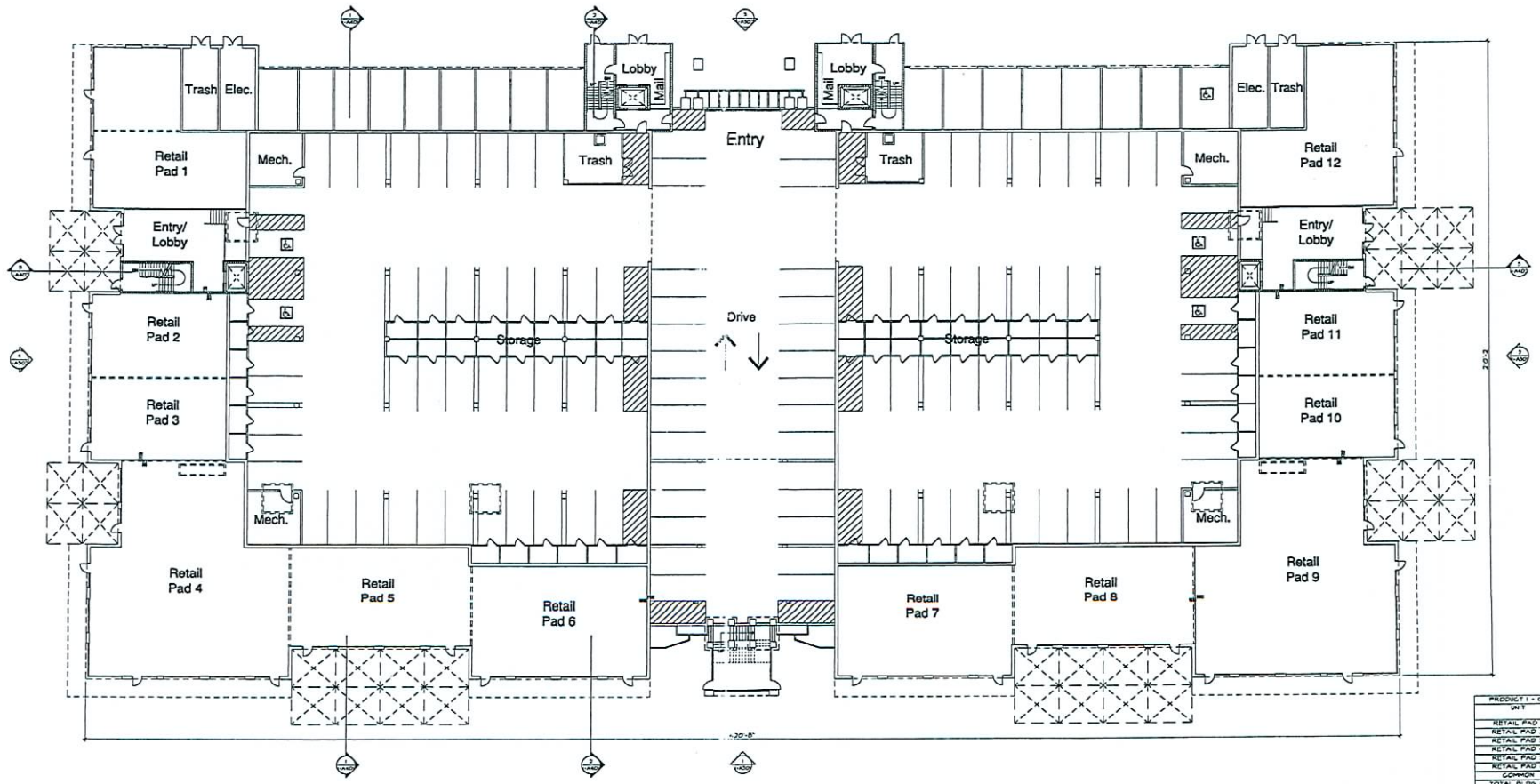

GARAGE LEVEL FLOOR PLAN

NORTH

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

PRODUCT 1 - GARAGE LEVEL	
UNIT	TOTAL SQ. FT
RETAIL PAD 1	2115
RETAIL PAD 2	1266
RETAIL PAD 3	1218
RETAIL PAD 4	4058
RETAIL PAD 5	1974
RETAIL PAD 6	2158
COMMON	497
TOTAL BLDG 1A	12954
RETAIL PAD 7	2158
RETAIL PAD 8	1974
RETAIL PAD 9	4050
RETAIL PAD 10	1224
RETAIL PAD 11	1271
RETAIL PAD 12	2115
COMMON	495
TOTAL BLDG 1B	12958
TOTAL BLDG 1A & 1B	25877
PARKING	51020
LOBBIES	3642
MECH / ELEC	2102
TOTAL	56318
TOTAL FOR LEVEL	[illegible]

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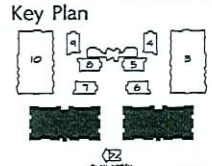
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

GARAGE LEVEL - BUILDING 1 & 2

Project 0615 1174.01
Date April 19, 2007
Drawn by
Checked by HP

Drawing Number
1-A201

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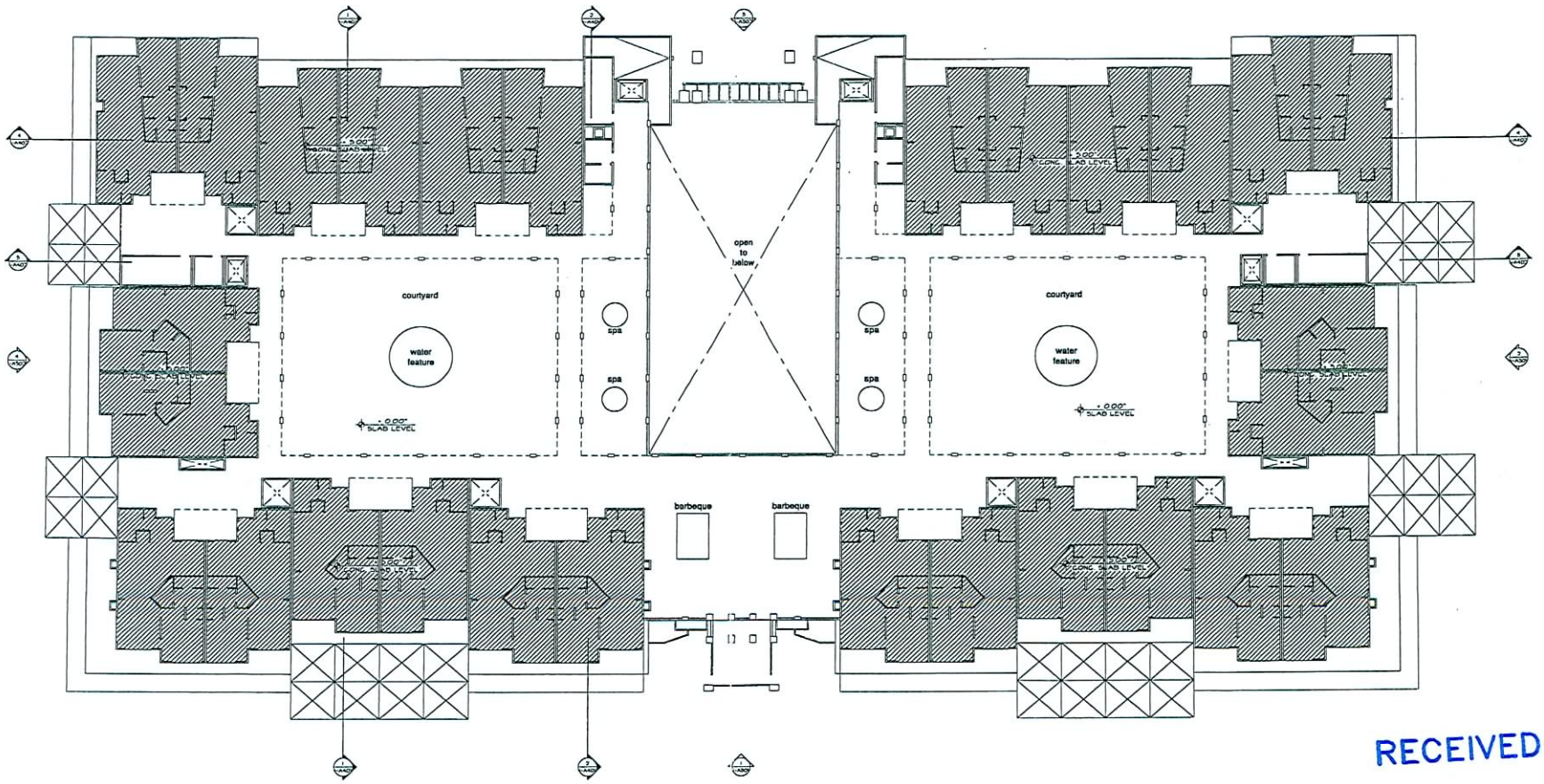

LEVEL 2 SLAB PLAN

NORTH

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

LEVEL 2 - BUILDING 1 & 2

Project 0805.1174.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A201A

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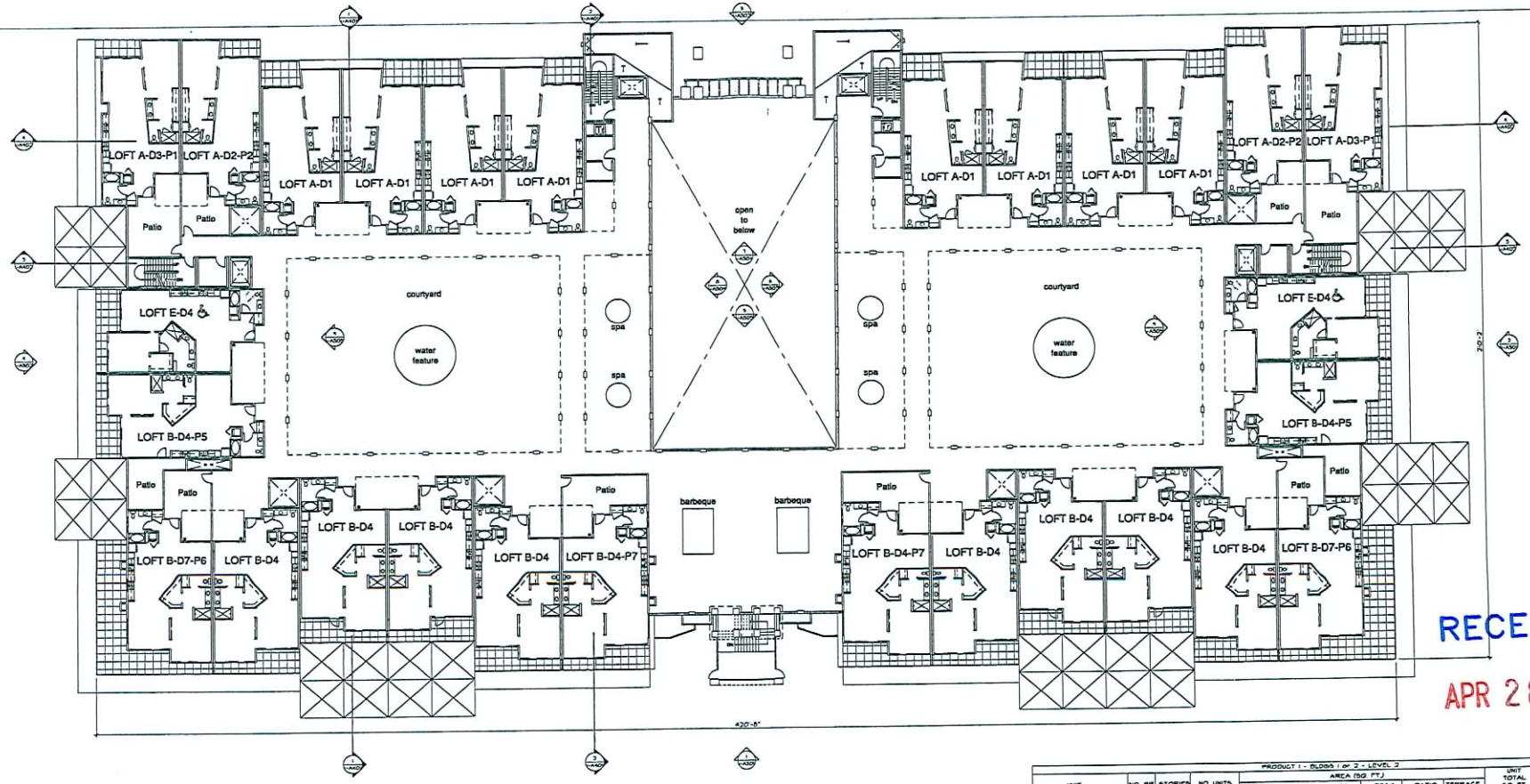

LEVEL 2 FLOOR PLAN

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

NORTH

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PRODUCT 1 - BLDGS 1 or 2 - LEVEL 2

UNIT	NO BR	STORIES	NO UNITS	AREA (SQ FT) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ FT	TOTAL SQ FT
P1 LOFT A-D1	1	1	8	1247	0	0	119	0	0	1366	10880
P1 LOFT A-D2-P2	1	1	2	1247	0	0	77	281	0	1605	3210
P1 LOFT A-D3-P1	1	1	2	1247	0	0	94	410	0	1748	3496
P1 LOFT B-D4	1	1	8	1254	0	0	163	0	0	1417	11336
P1 LOFT B-D4-P5	1	1	2	1254	0	0	165	235	0	1654	3308
P1 LOFT B-D4-P7	1	1	2	1254	0	0	165	405	0	1822	3644
P1 LOFT B-D7-P6	1	1	2	1254	0	0	206	316	0	2180	4360
P1 LOFT E-D4	1	1	2	1254	0	0	165	0	0	1419	2838
TOTAL			36								45044
COMMON											5017
FLOOR TOTAL											50061
NO STORAGE UNITS	20										

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan

PLAN NORTH

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

LEVEL 2 - BUILDI

Project 0815.1174.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
A202

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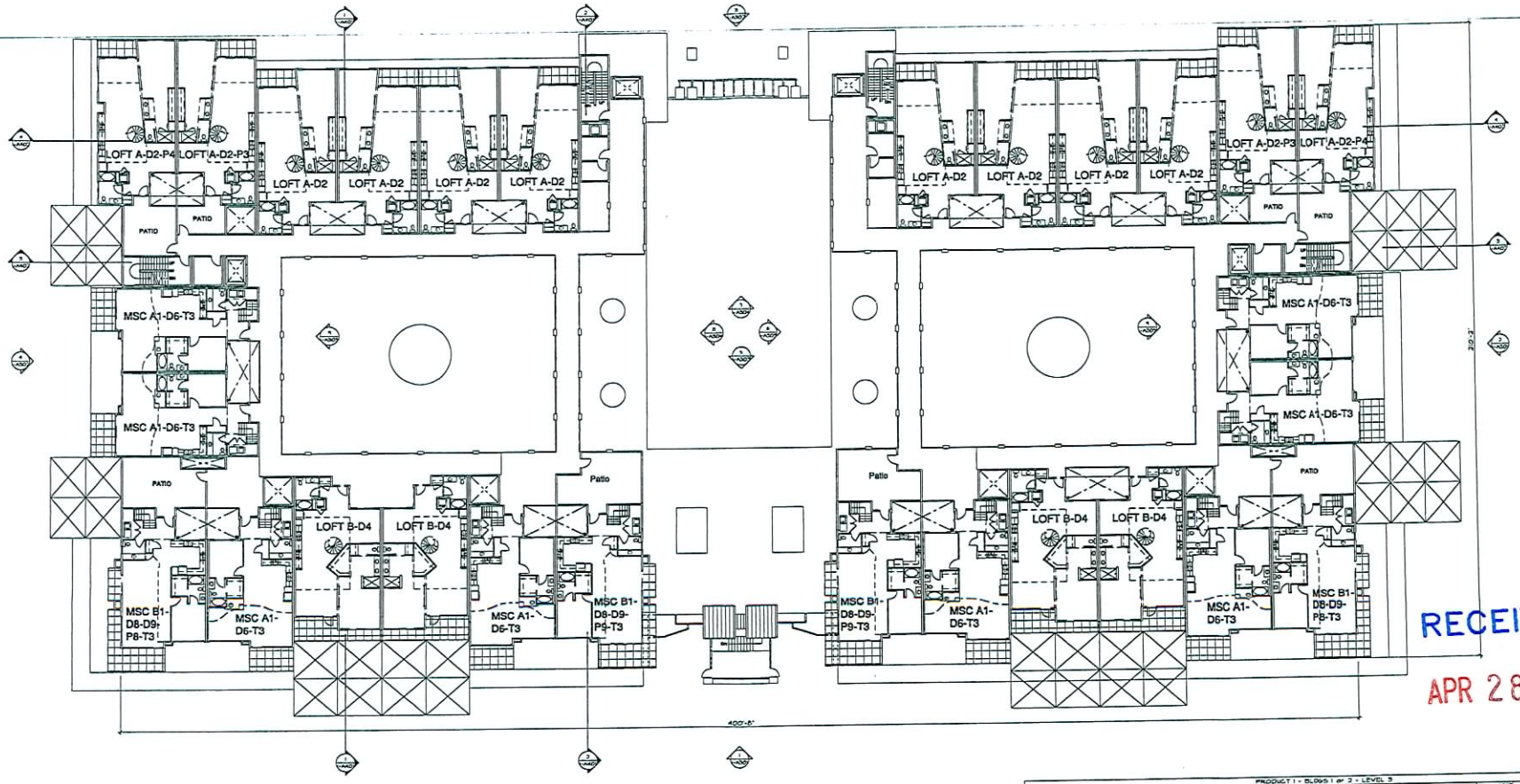
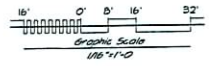


LEVEL 3 FLOOR PLAN



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PRODUCT I - BLDG'S 1 & 2 - LEVEL 3

UNIT	NO. BR	STORIES	NO UNITS	AREA SQ FT 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ FT	TOTAL SQ FT
P1 LOFT A-D2	1	1	8	1247	0	0	77	0	0	1324	10592
P1 LOFT A-D2-P3	1	1	2	1247	0	0	77	112	0	1436	2872
P1 LOFT A-D2-P4	1	1	2	1247	0	0	77	314	0	1638	3276
P1 LOFT B-D4	1	1	4	1254	0	0	165	0	0	1419	5676
P1 MSC A1-D6-T3	2	2	8	1164	128	461	116	0	571	1260	10240
P1 MSC B1-D8-D9-P8-T3	2	2	2	1164	123	316	254	454	571	1864	3728
P1 MSC B1-D8-D9-P9-T3	2	2	2	1164	123	316	254	455	571	1870	3740
TOTAL			28								40256
COMMON											4028
FLOOR TOTAL											50092

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06/11/09 PC

No.	Date	Revision Description

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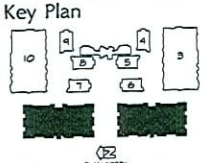

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Neva
Product 1

LEVEL 3 - BUI

Project 0515.1174.01
Date April 14, 2009
Drawn by
Checked by

Drawing Number
A203

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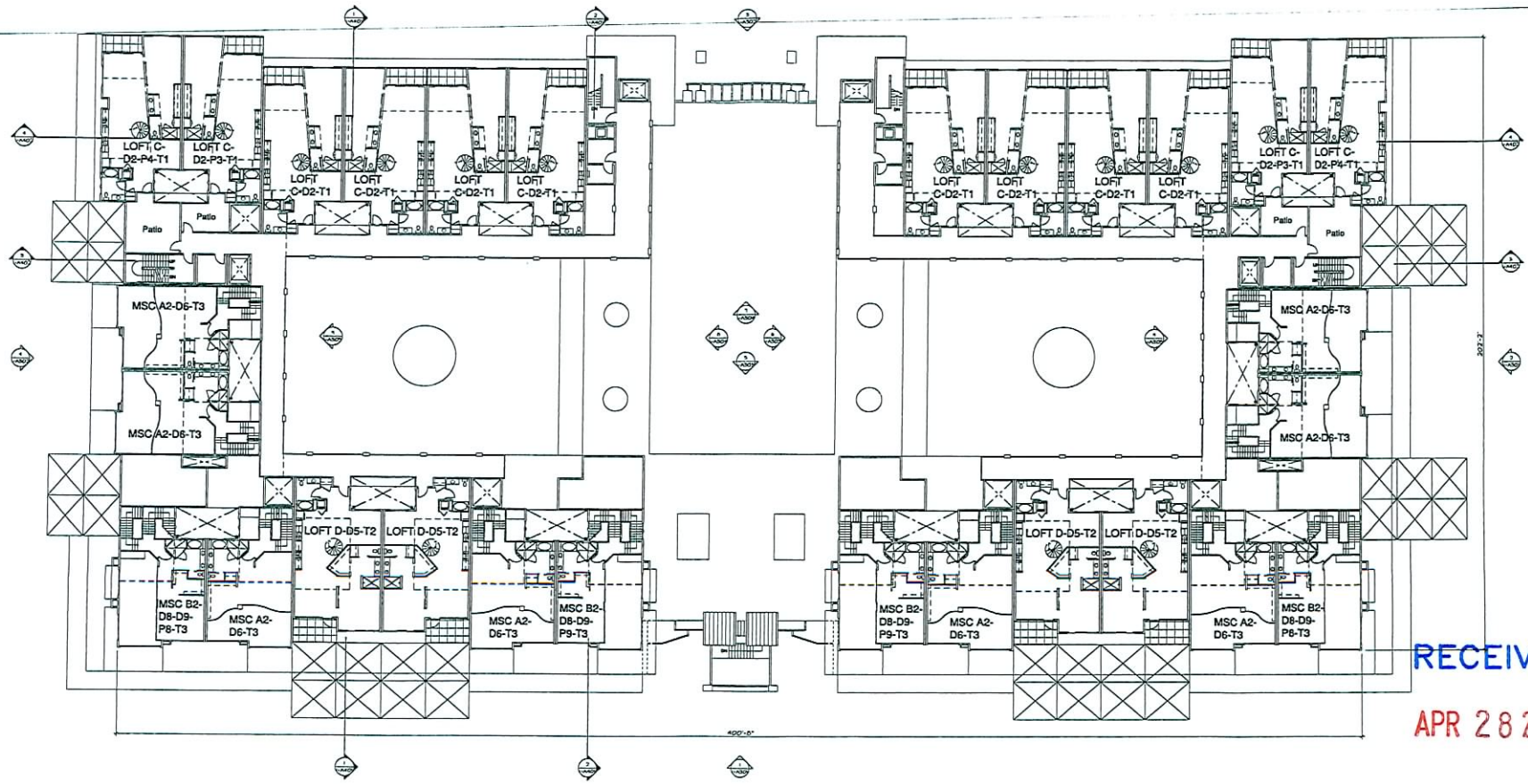

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LEVEL 4 FLOOR PLAN

1 1-A204

NORTH

16' 0' 8' 16' 32'

Graphic Scale 1/16"=1'-0

UNIT	NO BR	STORIES	NO UNITS	PRODUCT 1 - BLDGS 1 or 2 - LEVEL 4 AREA (SQ. FT.) 1ST FLR	2ND FLR	LOFT	DECK	PATIO	TERRACE	UNIT TOTAL SQ. FT	TOTAL SQ. FT
P1 LOFT C-D2-T1	1	1	8	1247	0	380	77	0	304	1524	10392
P1 LOFT C-D2-P3-T1	1	1	2	1247	0	380	77	172	304	1496	2992
P1 LOFT C-D2-P4-T1	1	1	2	1247	0	380	77	319	304	1643	3286
P1 LOFT D-D5-T2	1	1	4	1254	0	402	113	0	402	1367	5468
										726	3808
										723	1448
										723	1448
TOTAL			16								31058
COMMON											8552
FLOOR TOTAL											39540

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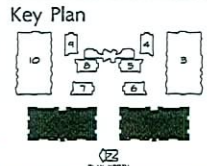
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

LEVEL 4 - BUILDING 1 & 2

Project 0615 1174.01
Date April 14, 2007
Drawn by
Checked by HP

Drawing Number
1-A204

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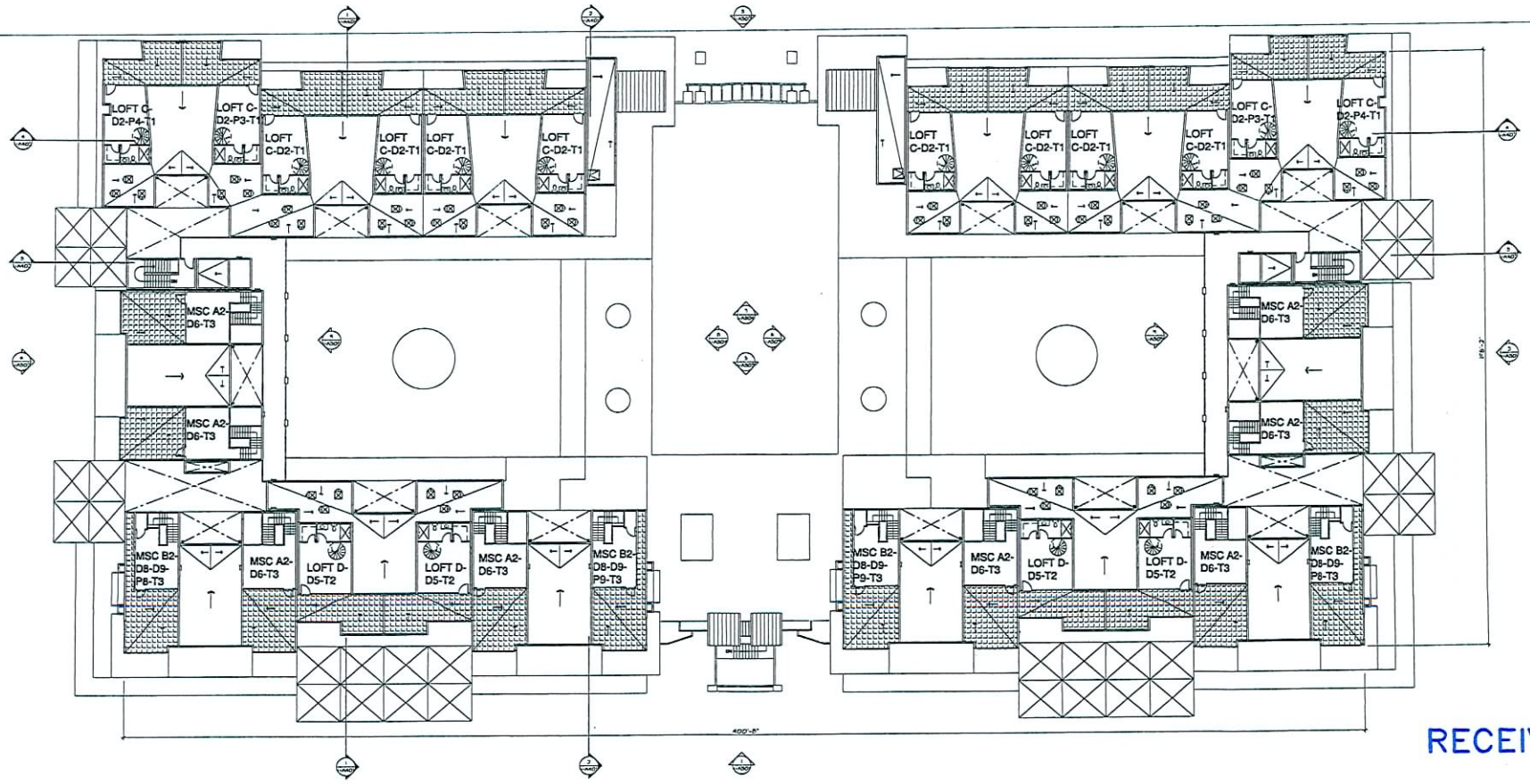

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ROOF PLAN

1 1-A205

NORTH

16' 0' 8' 16' 32'

Graphic Scale

1/16"=1'-0

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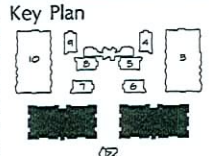
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

ROOF PLAN - BUILDING 1 & 2

Project 0615.1174.01
Date April 19, 2007
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1-A205

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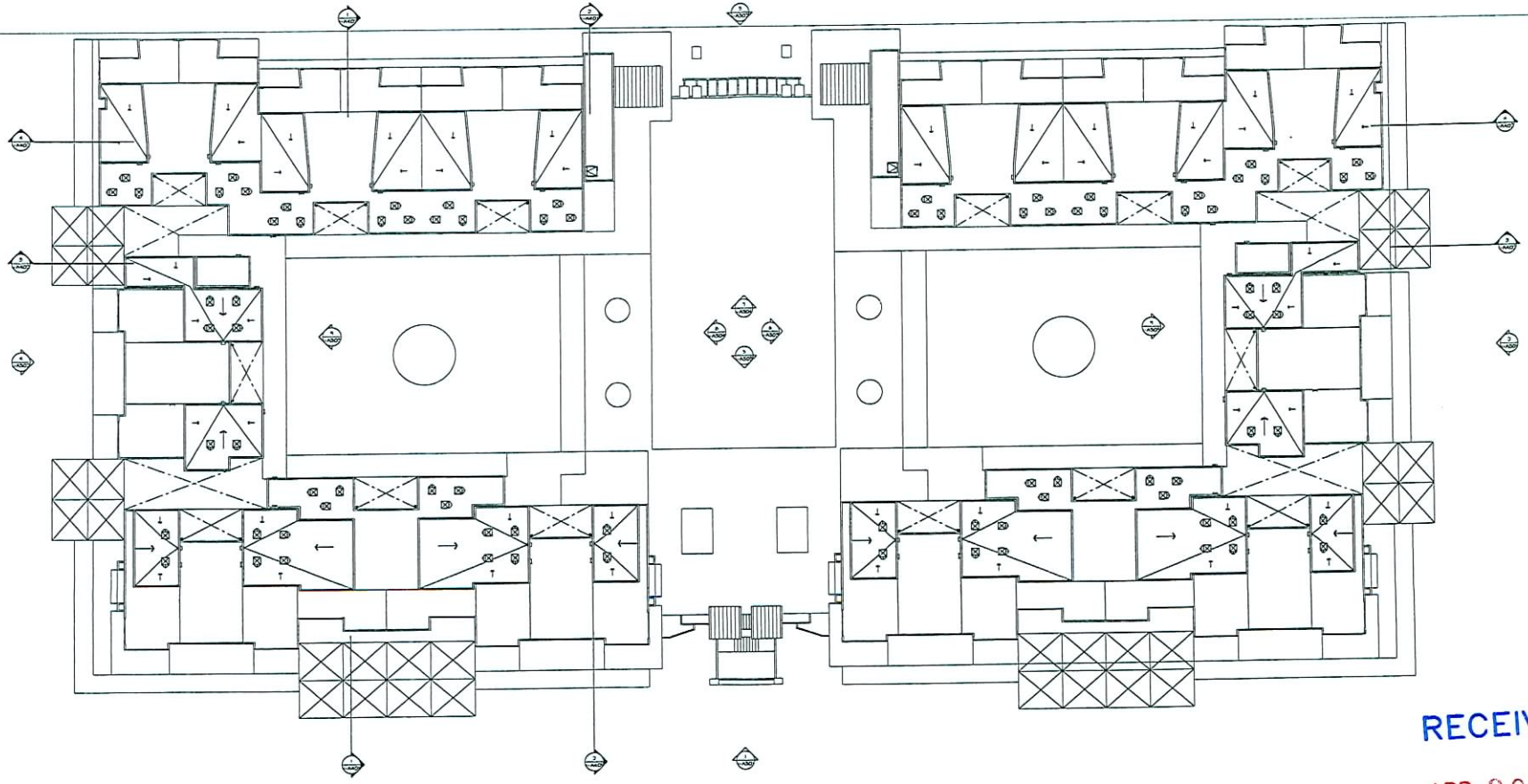

UPPER ROOF PLAN

1/16"=1'-0"

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No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1

UPPER ROOF - BUILDING 1 & 2

Project 0615.114.01
Date April 14, 2009
Drawn by
Checked by

Drawing Number
1-A206

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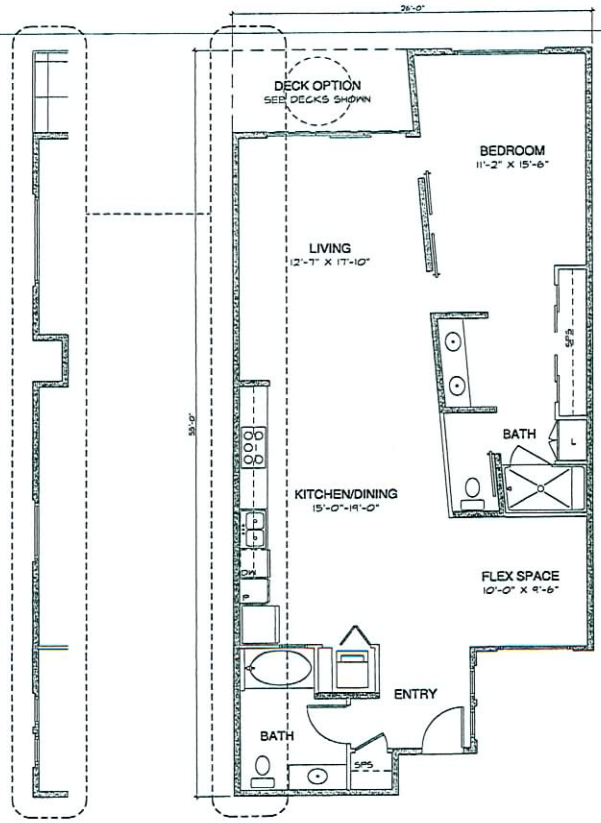
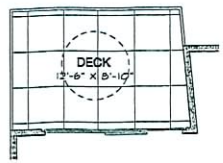


EXTERIOR WALL @
LOFT A (END UNIT)
1240 Sq.Ft.

P1 Loft A

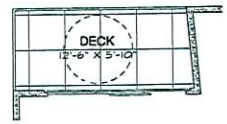
1247 Sq.Ft.

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"



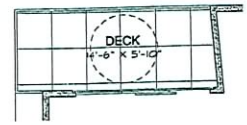
Deck (D1)

113 Sq.Ft.



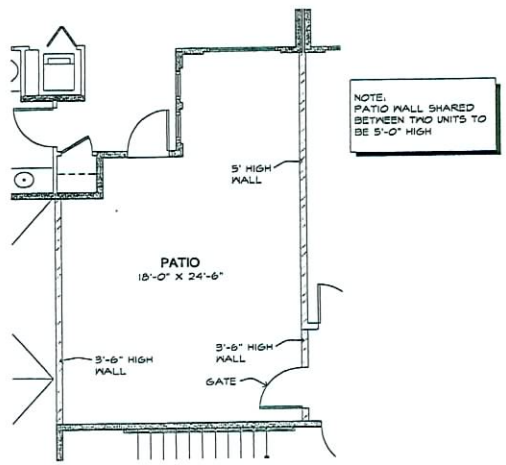
Deck (D2)

77 Sq.Ft.



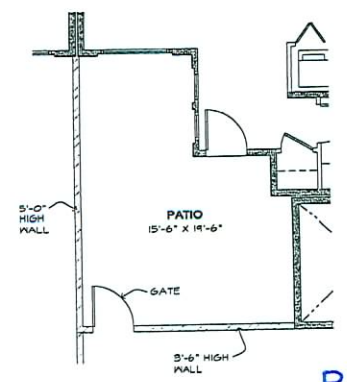
Deck (D3)

89 Sq.Ft.



Patio (P1)

410 Sq.Ft.



Patio (P2)

261 Sq.Ft.

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT A

Project 0813.1174.01
Date April 14, 2007
Drawn by
Checked by MP

Drawing Number
1-A220

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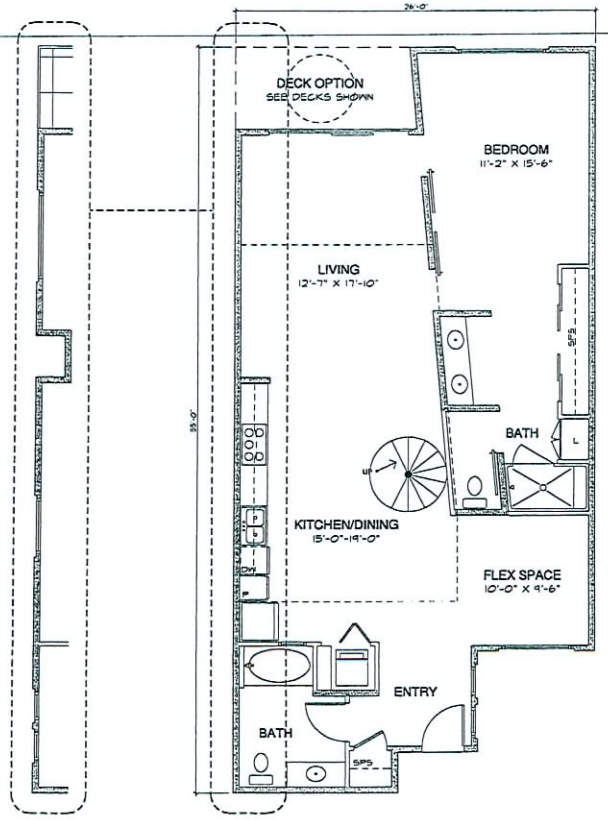
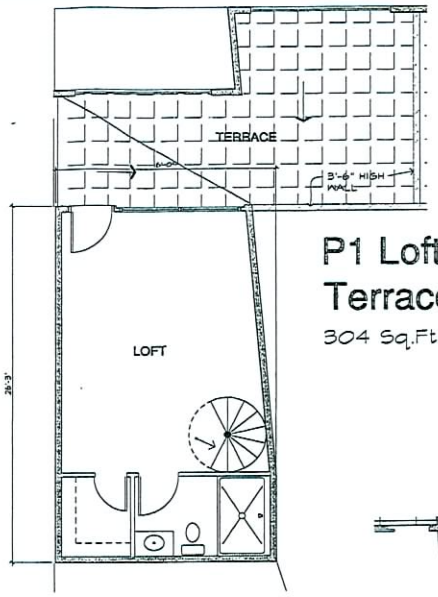


EXTERIOR WALL @
LOFT C (END UNIT)
1240 Sq.Ft.

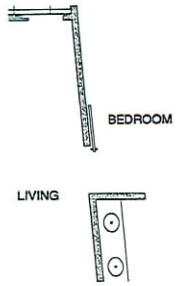
P1 Loft C
1247 Sq.Ft.

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"

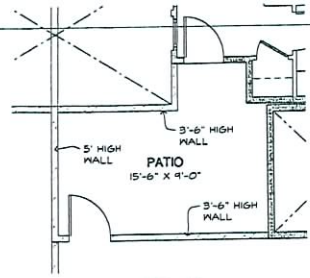


P1 Loft C - Terrace (T1)
304 Sq.Ft.

P1 Loft C - Roof Loft
380 Sq.Ft.

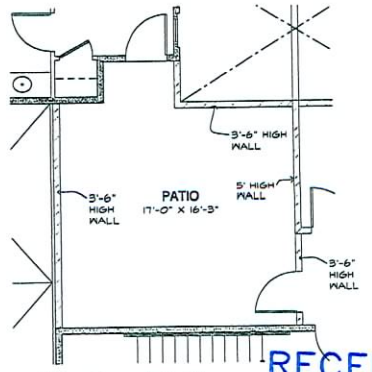


Alternate - Barn Door



Patio (P3)
172 Sq.Ft.

NOTE:
PATIO WALL SHARED BETWEEN TWO UNITS TO BE 5'-0" HIGH



Patio (P4)
319 Sq.Ft.

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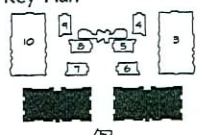
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT A

Project 0615.174.01
Date April 14, 2009
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1-A220-A

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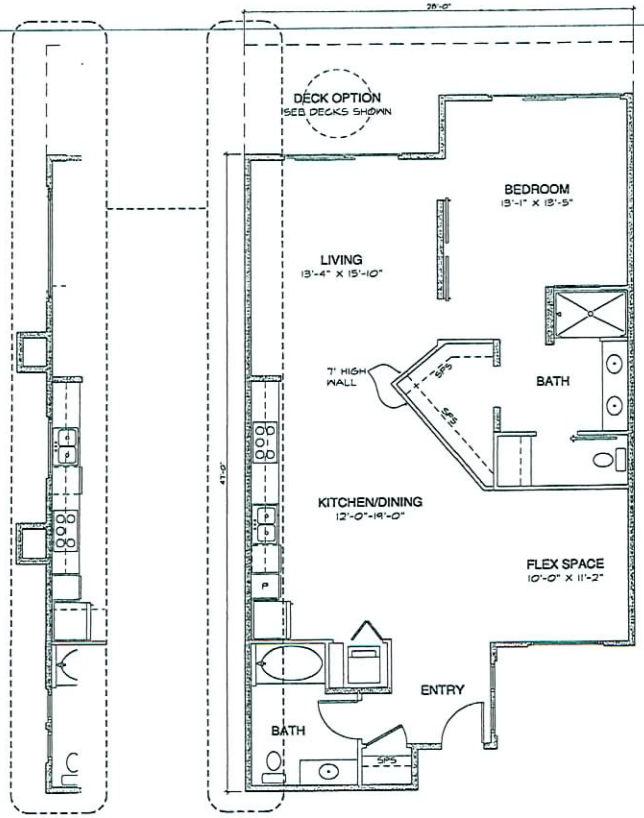
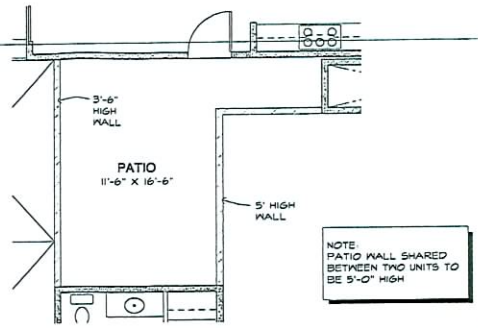


EXTERIOR WALL @
LOFT B (END UNIT)

P1 Loft B

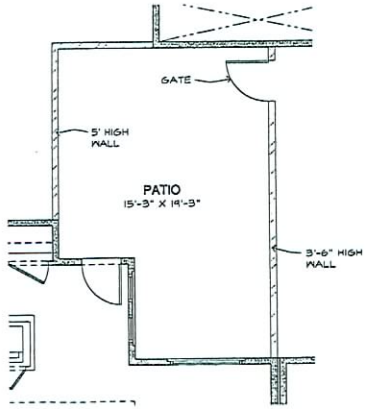
1254 Sq.Ft.

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"



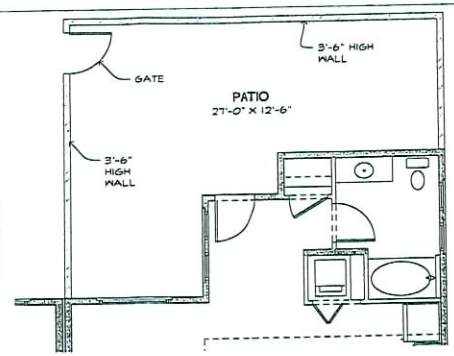
Patio (P5)

235 Sq.Ft.



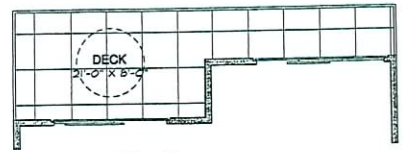
Patio (P6)

318 Sq.Ft.



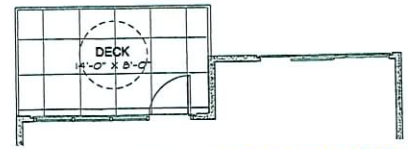
Patio (P7)

403 Sq.Ft.



Deck (D4)

165 Sq.Ft.



Deck (D5)

113 Sq.Ft.

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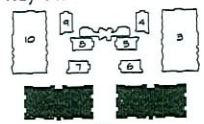
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT B

Project 0615.1174.01
Date April 14, 2009
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Drawing Number
1-A221

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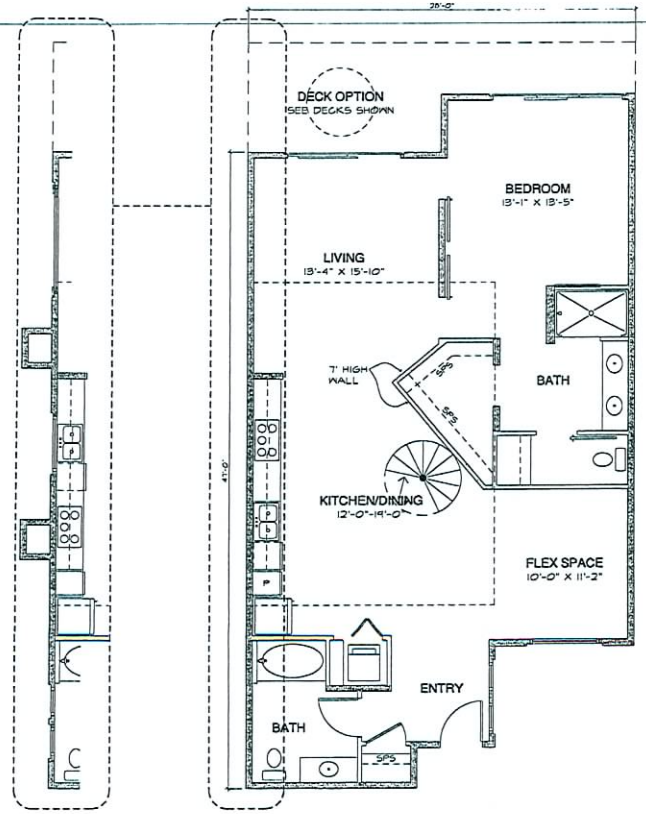
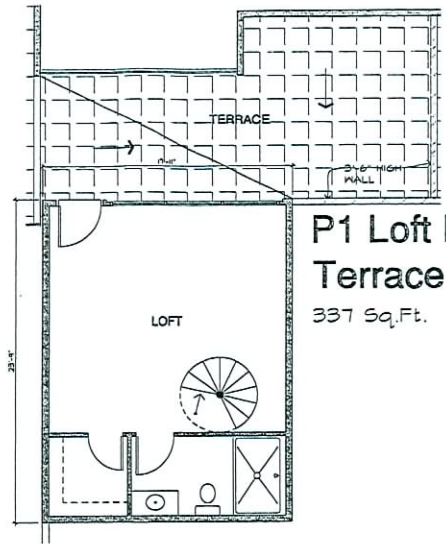


EXTERIOR WALL @
LOFT D (END UNIT)

P1 Loft D

1254 Sq.Ft.

Graphic Scale
1/4"=1'-0"

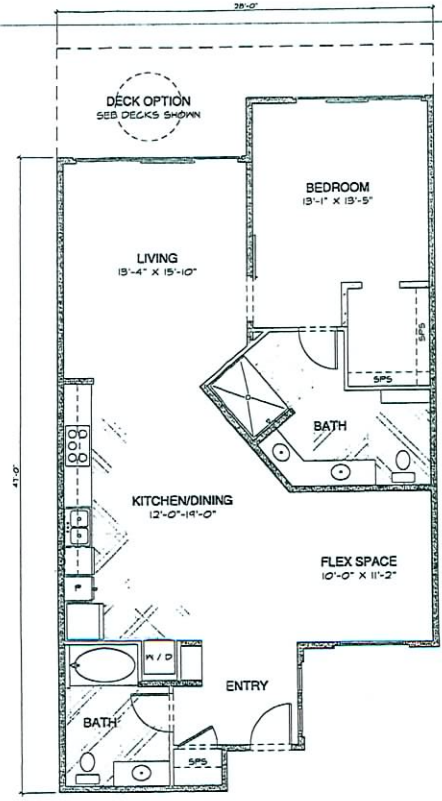


P1 Loft D - Terrace (T2)

337 Sq.Ft.

P1 Loft D - Roof Loft

402 Sq.Ft.



P1 Loft E - ADA

1254 Sq.Ft.

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Key Plan

Upper West Side Mix Use
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Las Vegas, Nevada
Product 1
Unit Plans

P1 LOFT D & E

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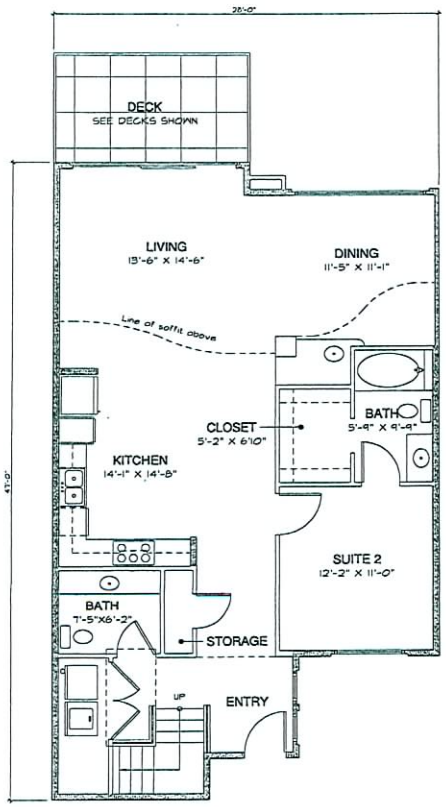
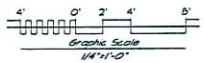
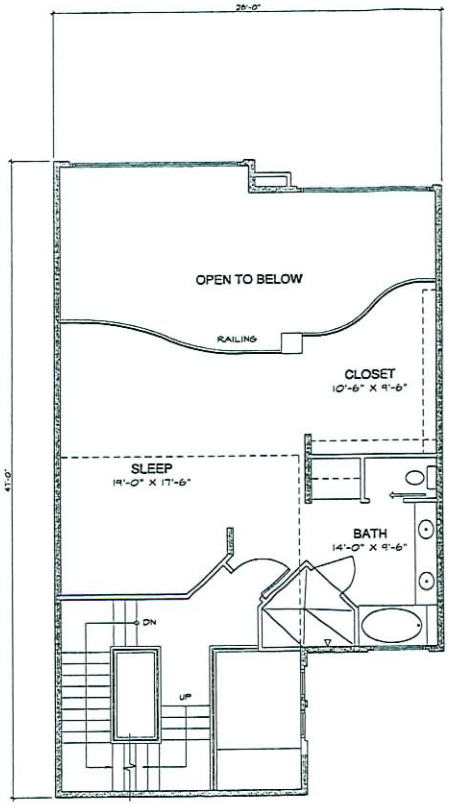


P1 MSC A - Level 1

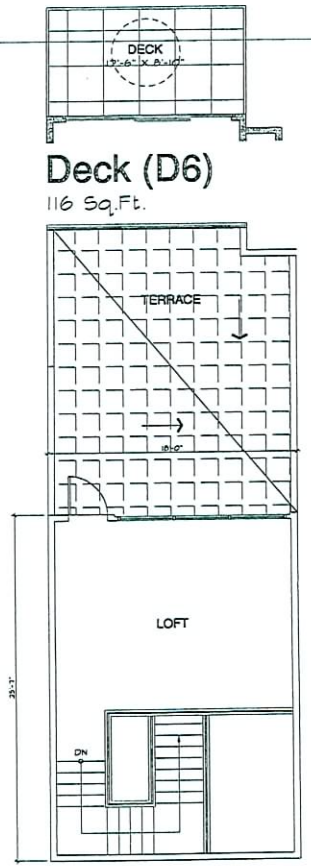
1164 Sq.Ft.





P1 MSC A - Level 2

726 Sq.Ft.

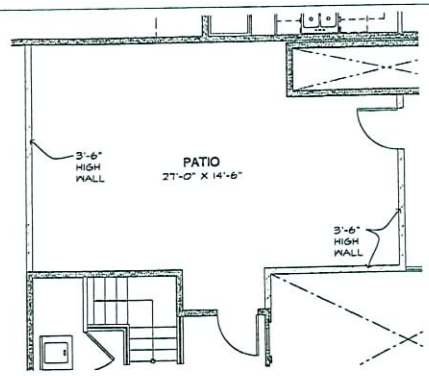


Deck (D6)

116 Sq.Ft.

P1 MSC A
Loft & Terrace

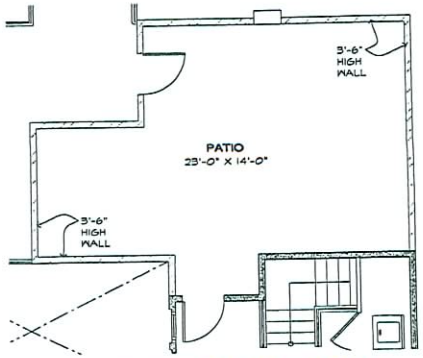
694 Sq.Ft.



Patio (P8)

455 Sq.Ft.

NOTE.
PATIO WALL SHARED BETWEEN TWO UNITS TO BE 5'-0" HIGH



Patio (P9)

454 Sq.Ft.

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Upper West Side Mix Use
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Las Vegas, Nevada
Product 1
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P1 MSC A

Project 0815 1174 01
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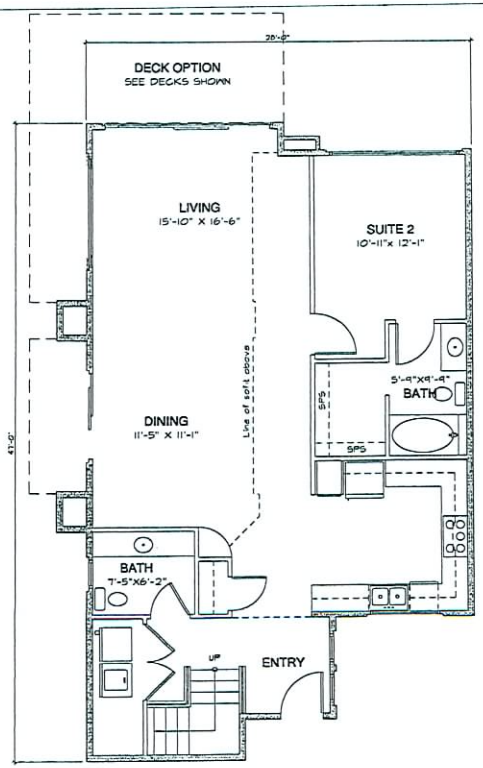
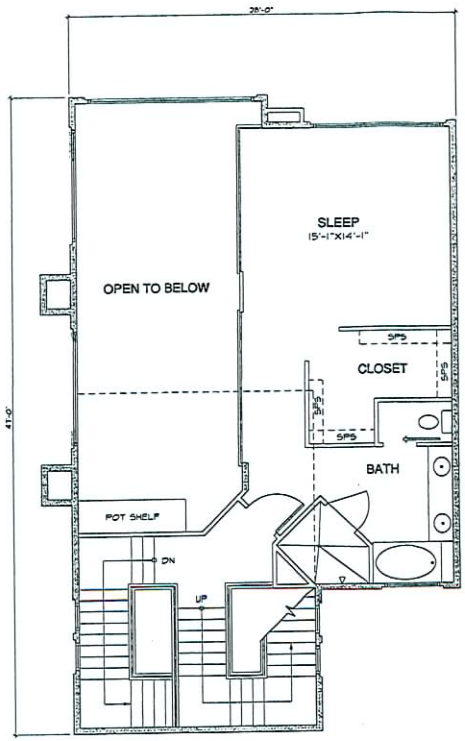


P1 MSC B - Level 1

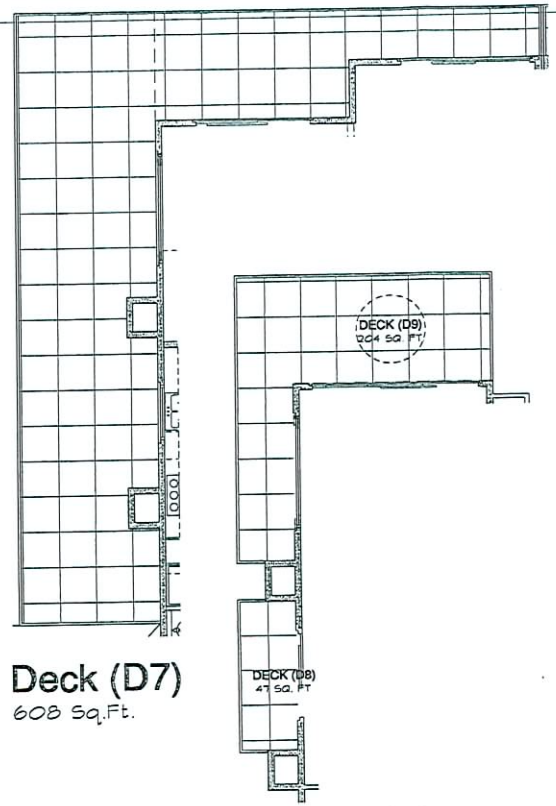
1164 Sq.Ft.





P1 MSC B - Level 2

723 Sq.Ft.

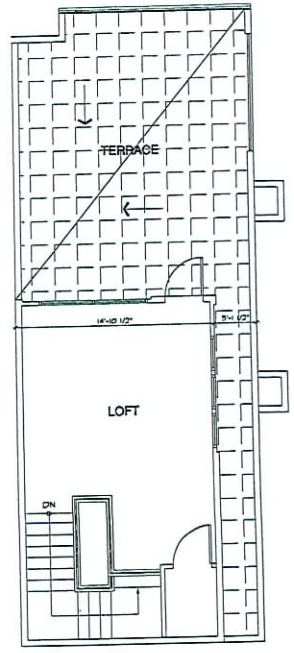


Deck (D7)

608 Sq.Ft.

Deck (D8) & (D9)

251 Sq.Ft.



P1 MSC B - Loft & Terrace (T3)

797 Sq.Ft.

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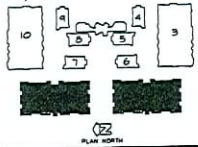

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Unit Plans

P1 MSC A

Project 06151174.01
Date April 14, 2007
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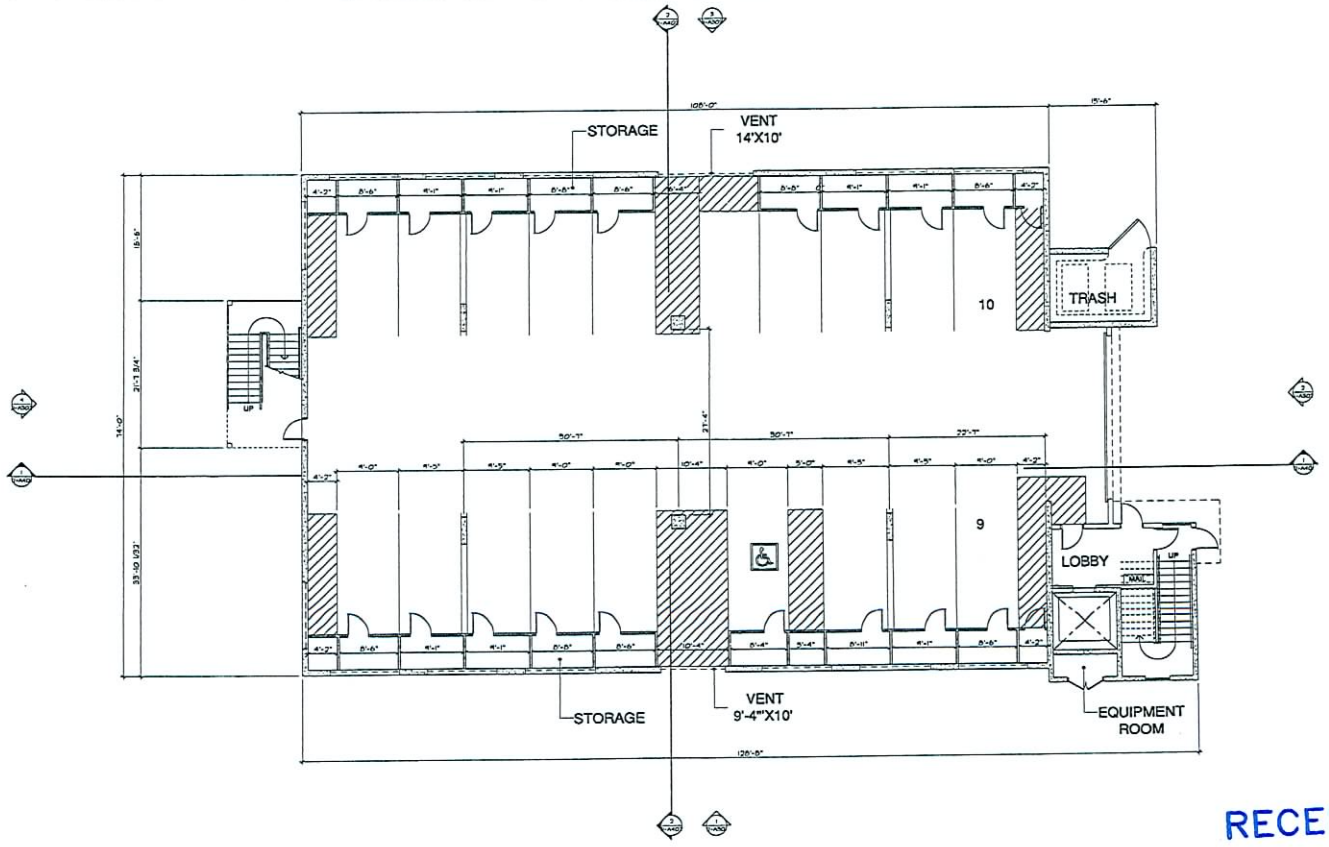

GARAGE PLAN

Graphic Scale 1/8"=1'-0"

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PRODUCT 2 - GARAGE LEVEL	
UNIT	TOTAL SQ FT
PARKING	8254
LOBBIES	171
MECH / ELEC	41
TOTAL	8471

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Las Vegas, Nevada
Product 2

GARAGE- BLDG 4, 5, 6, 7, 8, & 9

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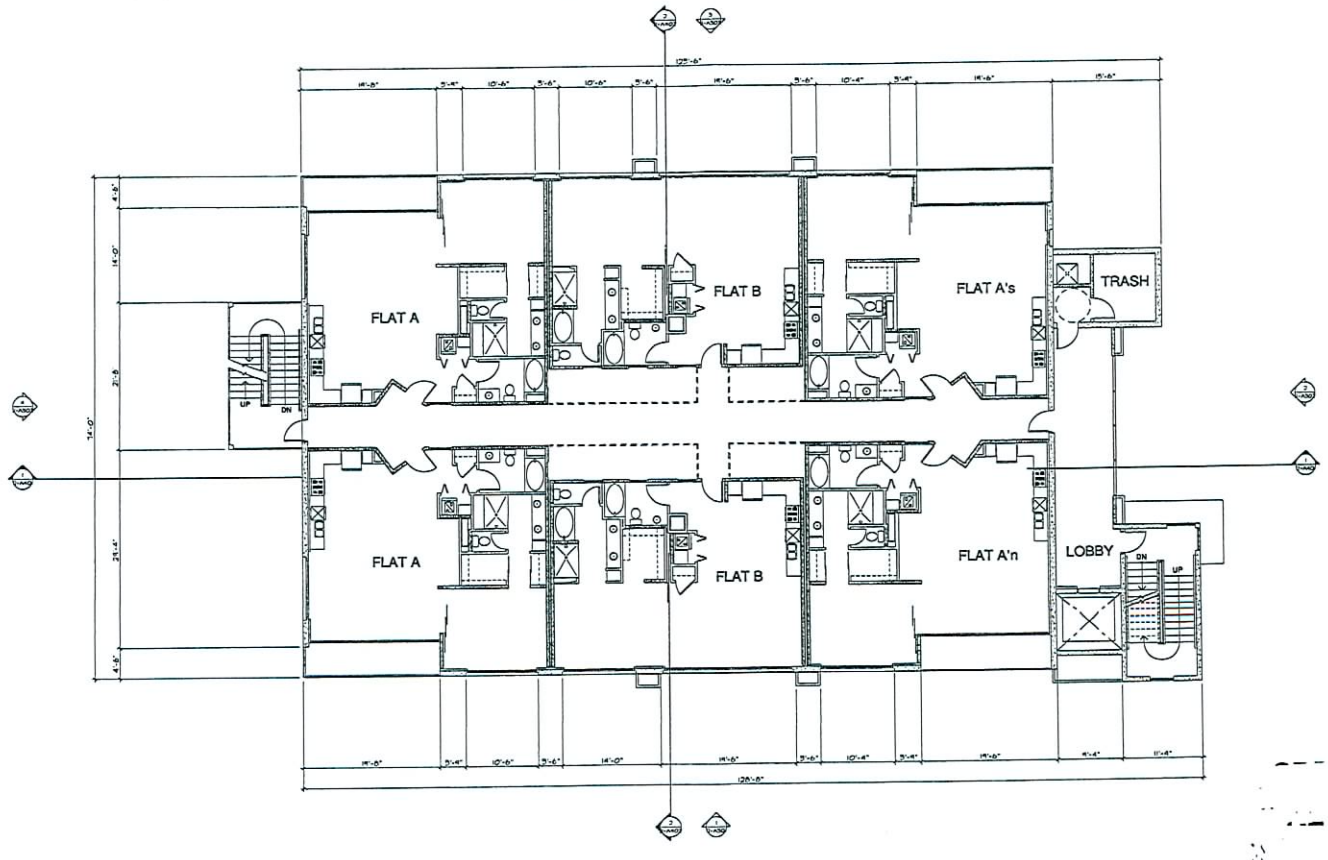

LEVEL 2 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 2

UNIT	NO BR	STORIES	NO UNITS	AREA (SQ FT) 1ST FLR	AREA (SQ FT) 2ND FLR	AREA (SQ FT) DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P2 FLAT A	1	1	4	1045	0	108	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								2428
FLOOR TOTAL								9334
NO STORAGE UNITS	10							

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No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2

LEVEL 2- BLDG 4, 5, 6, 7, 8, & 9

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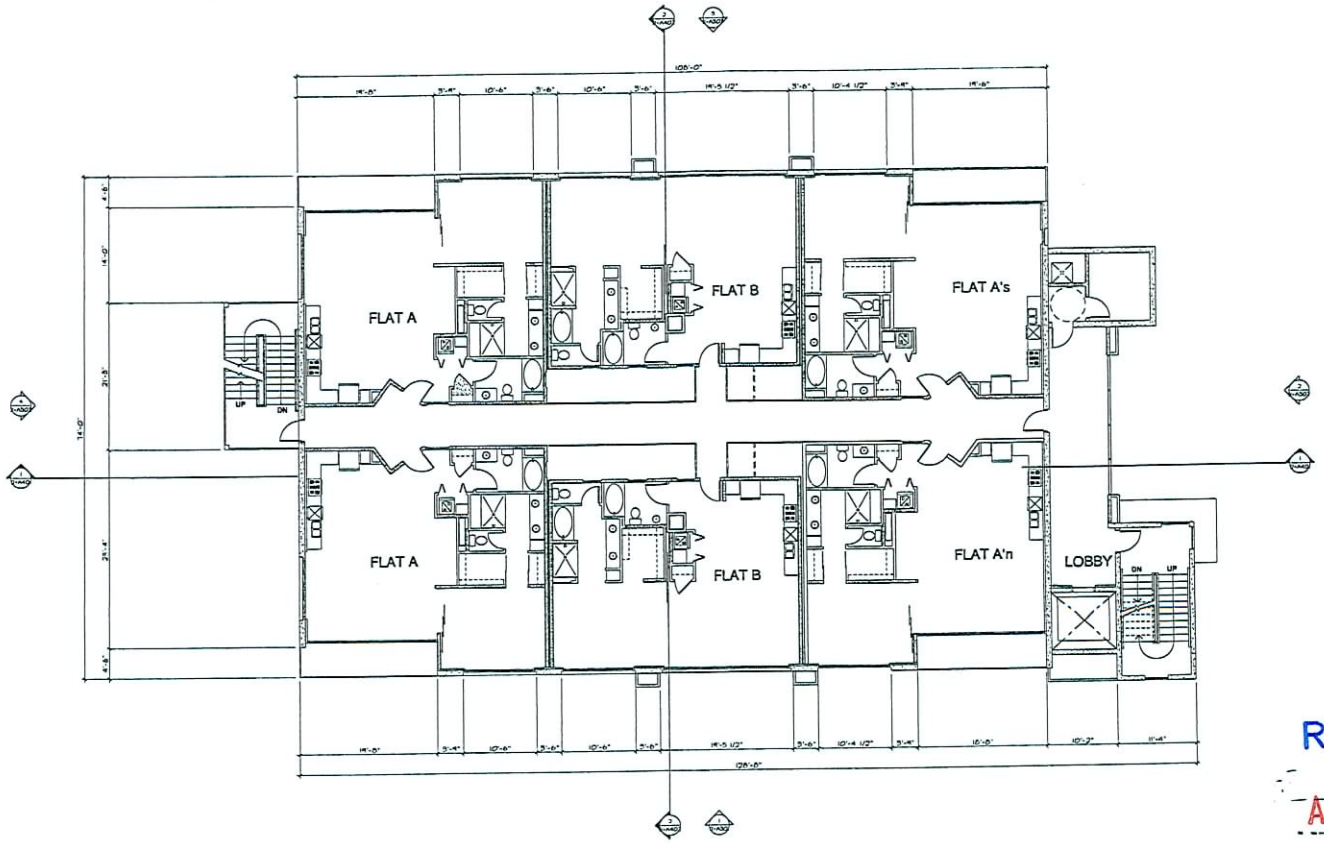

LEVEL 3 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 3									
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ. FT.	TOTAL SQ. FT.
P2 FLAT A	1	1	4	1085	0	106	1201	4804
P2 FLAT B	1	1	2	1051	0	0	1051	2102
TOTAL			6					6906
COMMON								2538
FLOOR TOTAL								9444

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No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
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Las Vegas, Nevada
Product 2

LEVEL 3- BLDG 4, 5, 6, 7, 8, & 9

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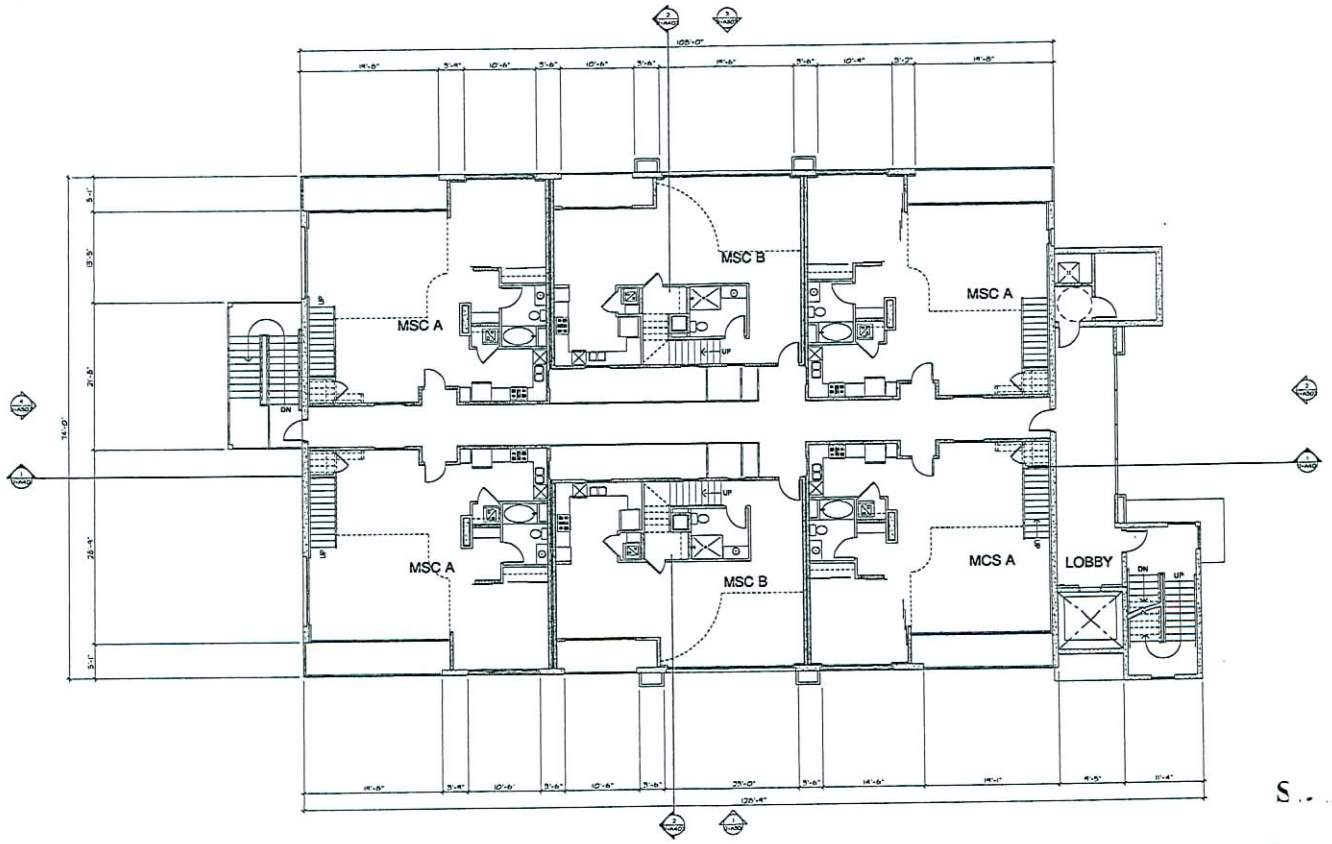

LEVEL 4 FLOOR PLAN

Graphic Scale 1/8"=1'-0"

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PRODUCT 2 - BUILDING 4, 5, 6, 7, 8, or 9 - LEVEL 4								
UNIT	NO BR	STORIES	NO UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ. FT	TOTAL SQ. FT
P2 MSC A	1	2	4	1045	857	109	1901	4004
P2 MSC B	2	2	2	980	740	31	1051	2102
TOTAL			6					6406
COMMON								2542
FLOOR TOTAL								8448

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LEVEL 4- BLDG 4, 5, 6, 7, 8, & 9

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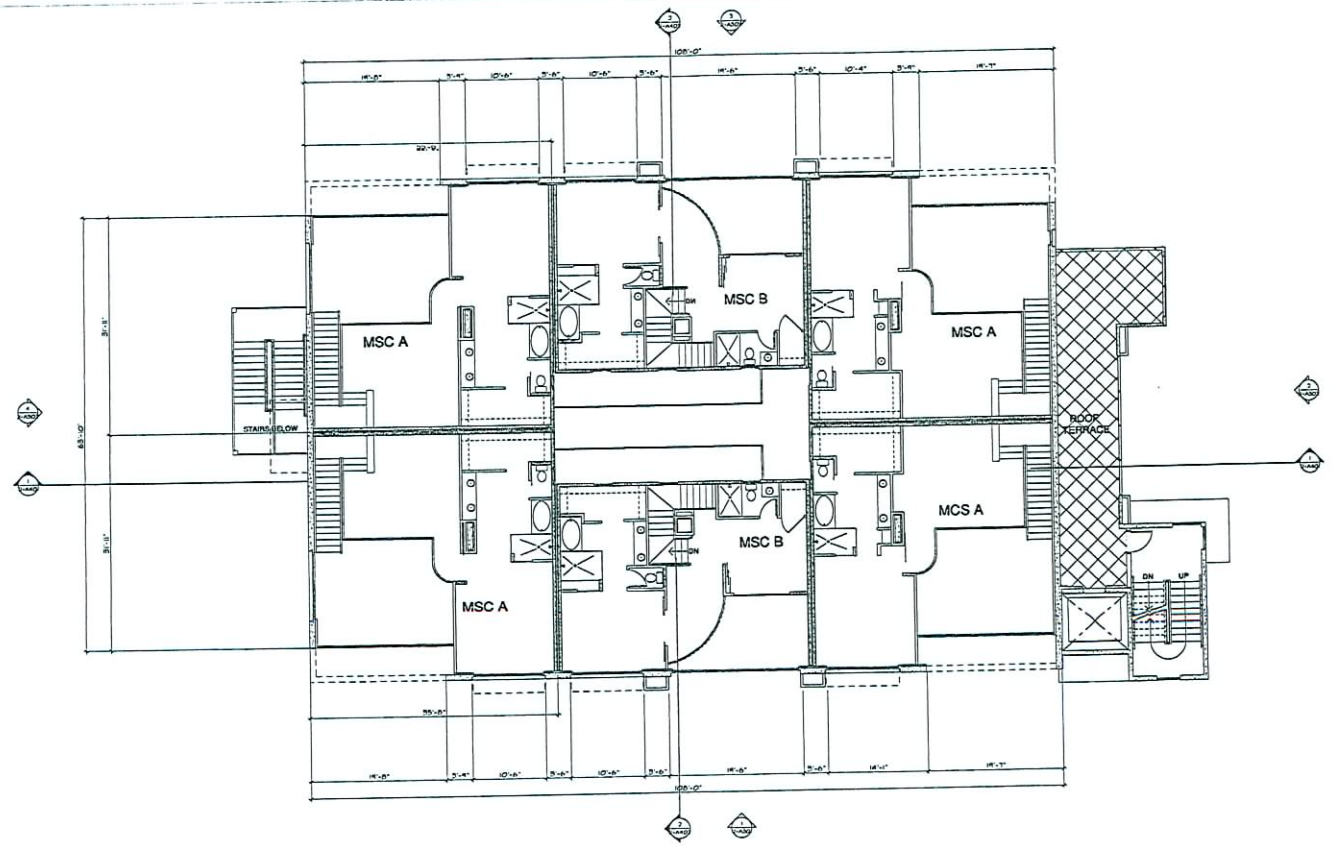
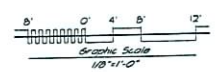


LEVEL 5 FLOOR PLAN



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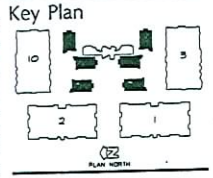
Key Plan



Upper West Side Mix Use
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Las Vegas, Nevada
Product 2

LEVEL 5 - BLDG 4, 5, 6, 7, 8, & 9

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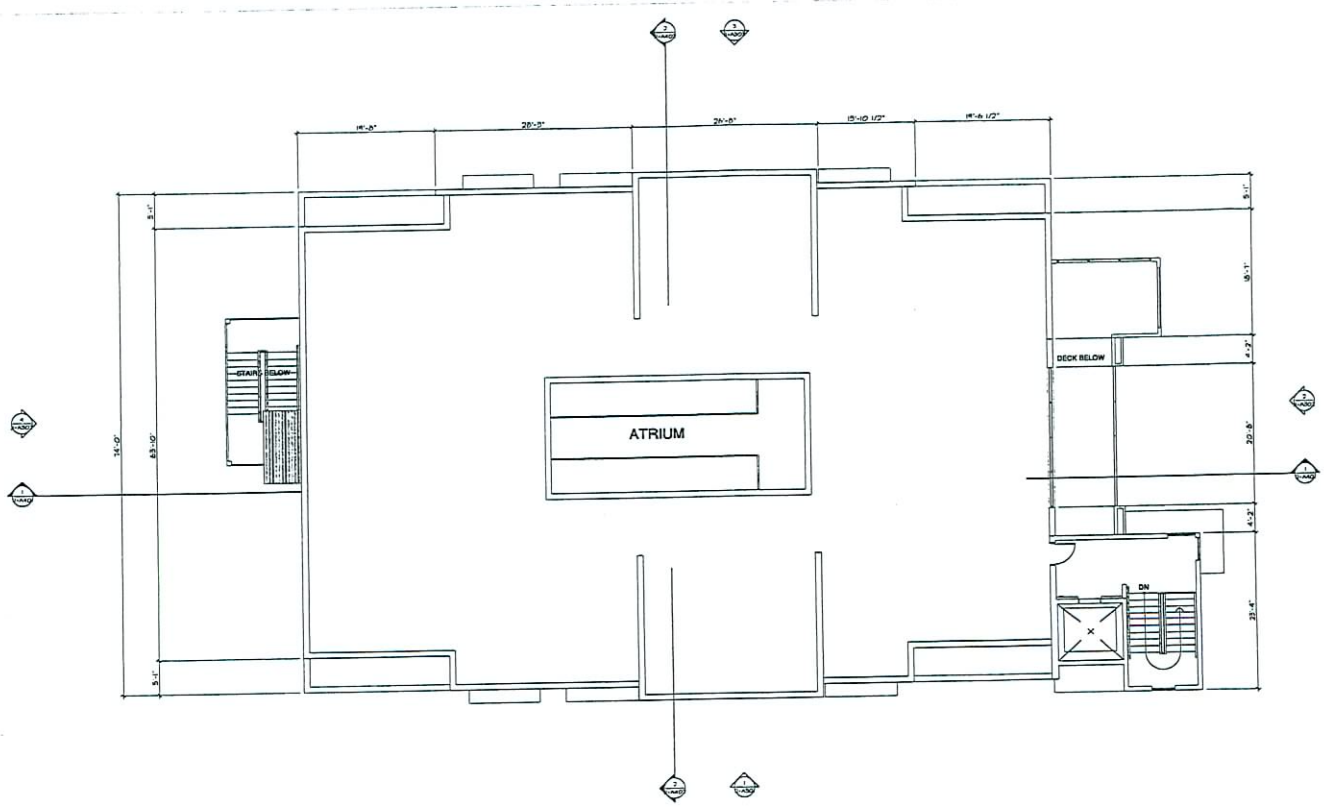

ROOF PLAN

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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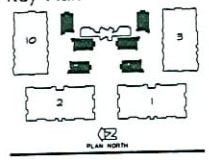

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ROOF- BLDG 4, 5, 6, 7, 8, & 9

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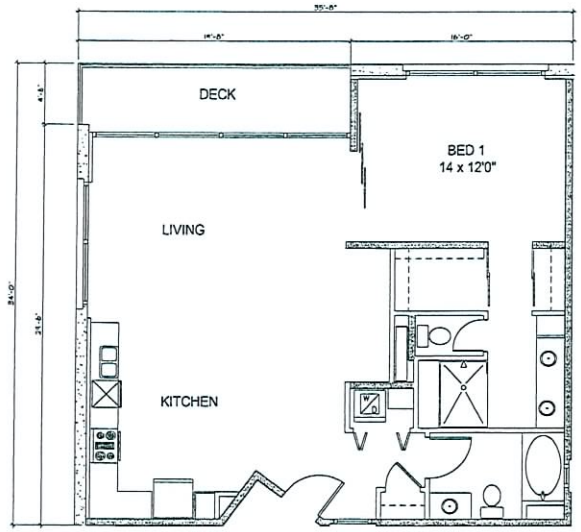
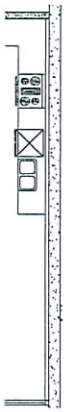


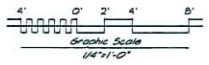




P2 Flat A
1079 Sq.Ft.
Deck 106 Sq.Ft.

P2 Flat A's
@ Exterior Wall

P2 Flat A'n
@ Exterior Wall



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Upper West Side Mix Use
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P2 FLAT A

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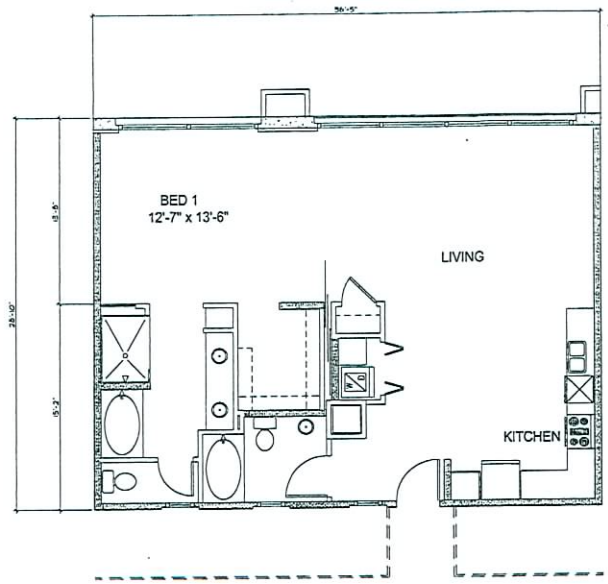
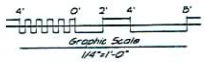


P2 Flat B

1055 Sq.Ft.



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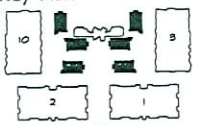

Upper West Side Mix Use
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Product 2
Unit Plans

P2 FLAT B

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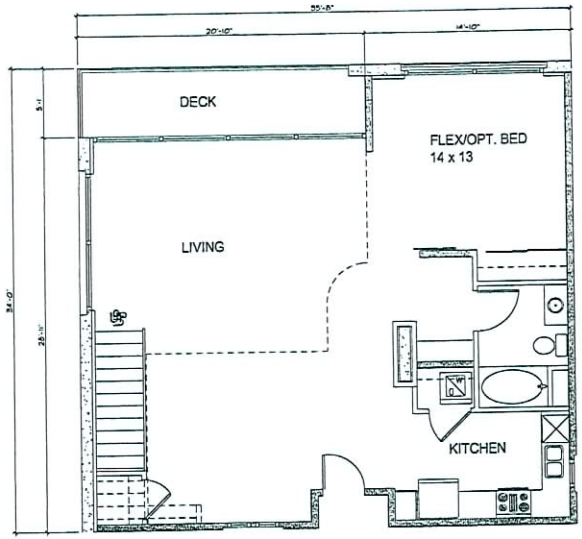
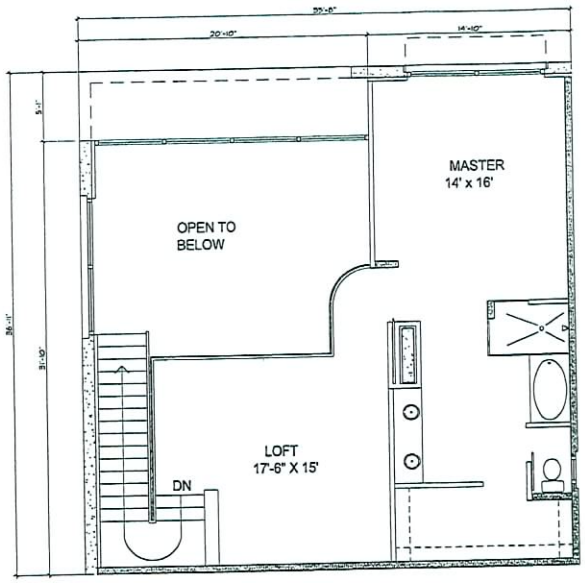


P2 MSC A - LOWER

LOFT MSC A LEVEL 1 1095 S.F.

DECK 106 S.F.





P2 MSC A - UPPER

LOFT MSC A LEVEL 2 837 S.F.

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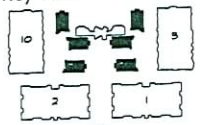
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Unit Plans

P2 MSC A

Project 0615.11.4.01
Date APRIL 14, 2009
Drawn by
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Drawing Number
2-A222

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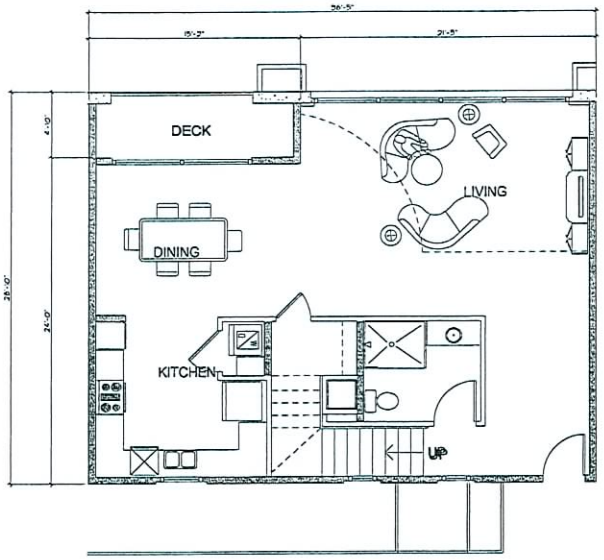
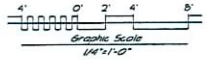
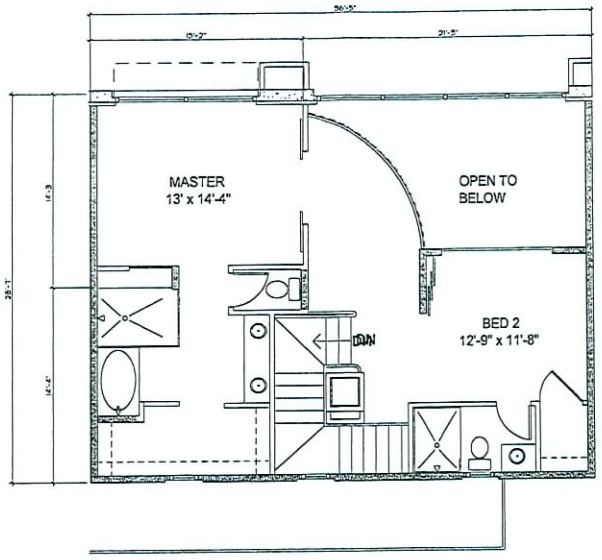


P2 MSC B - LOWER

LOFT MSC B LEVEL 1	949 S.F.
DECK	71 S.F.
TOTAL	1020 S.F.





P2 MSC B - UPPER

LOFT MSC B LEVEL 2 747 S.F.

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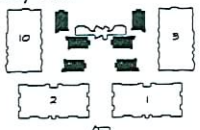
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Unit Plans

P2 MSC B

Project 0615.1174.01
Date APRIL 14, 2007
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Checked by

Drawing Number
2-A224

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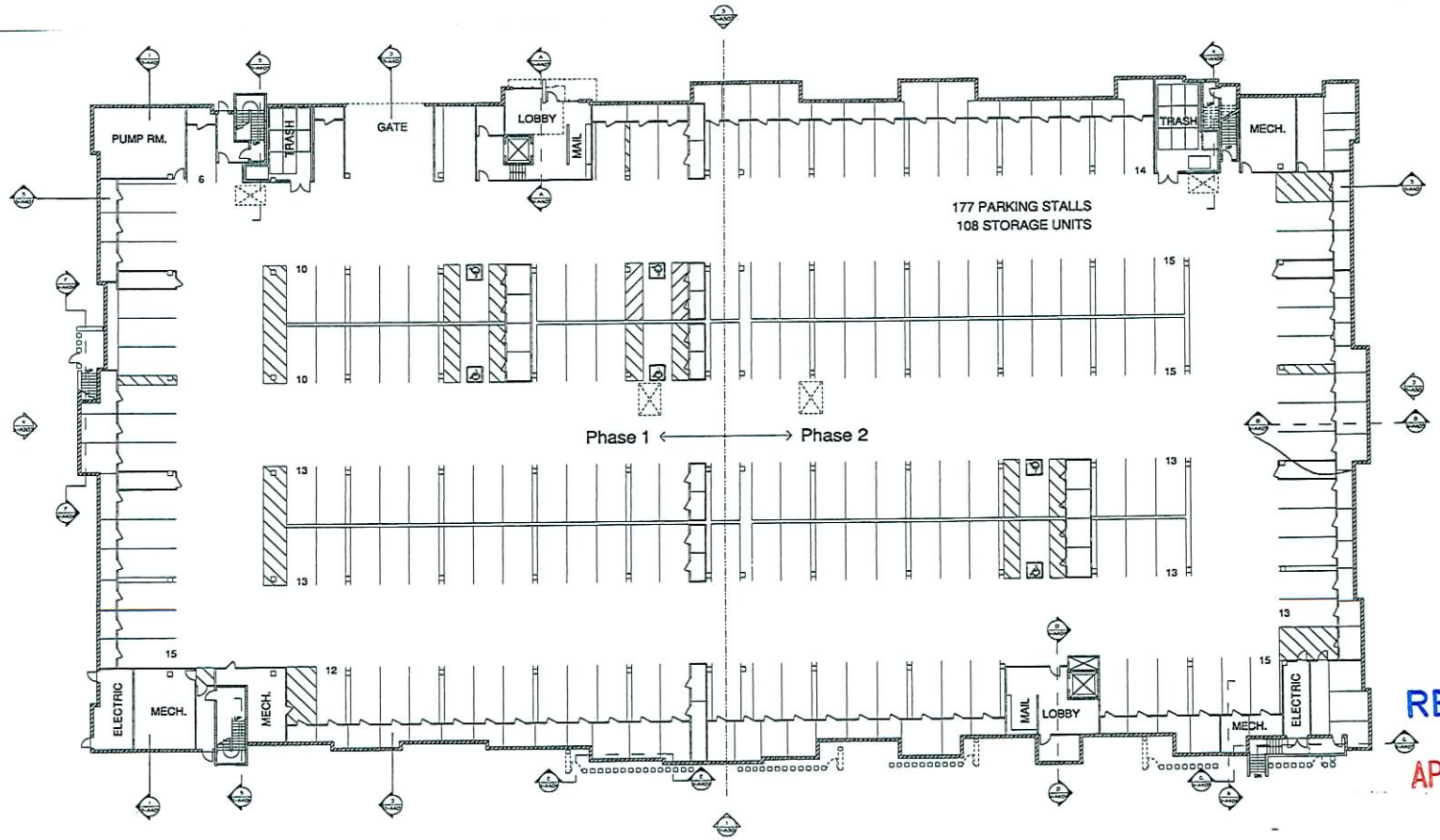

GARAGE LEVEL FLOOR PLAN

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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PRODUCT 3 - GARAGE LEVEL	
UNIT	TOTAL SQ. FT.
PARKING	73148
LOBBIES	3454
MECH / ELEC	2653
TOTAL	80240

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06/11/09 PC

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3

GARAGE LEVEL - BUILDING 3 & 10

Project 0815.1174.01
Date APRIL 14, 2009
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Drawing Number
3-A201

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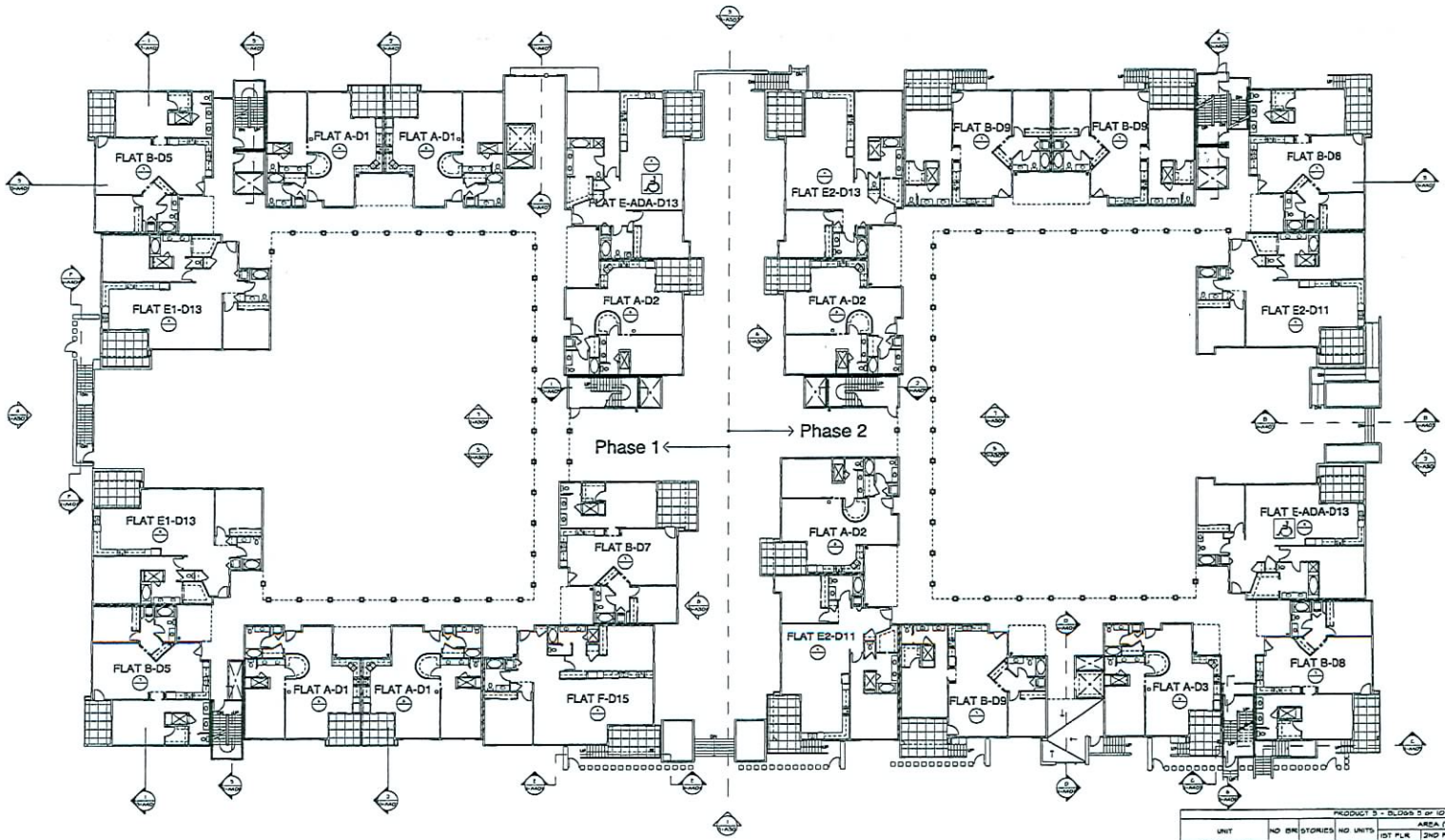

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PRODUCT 3 - BLDGS 3 or 10 - LEVEL 2								
UNIT	NO. BR	STORIES	NO. UNITS	AREA (SQ. FT.) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ. FT	TOTAL SQ. FT
P3 LOFT A-D1	1	1	4	1120	0	45	1215	4860
P3 LOFT A-D2	1	1	3	1120	0	136	1256	3768
P3 LOFT A-D3	1	1	1	1120	0	124	1244	1244
P3 LOFT B-D5	2	1	2	1362	0	108	1470	2940
P3 LOFT B-D7	2	1	1	1362	0	170	1532	1532
P3 LOFT B-D8	2	1	2	1362	0	147	1504	3018
P3 LOFT B-D9	2	1	3	1362	0	173	1535	4605
P3 LOFT E1-D13	2	1	2	1670	0	165	1835	3670
P3 LOFT E2-D11	2	1	2	1681	0	184	1865	1865
P3 LOFT E2-D13	2	1	1	1681	0	165	1846	3692
P3 LOFT E-ADA-D13	2	1	2	1681	0	168	1849	3698
P3 LOFT F-D15	2	1	1	1776	0	162	1938	2100
TOTAL			24					36997
COMMON								41709
FLOOR TOTAL								78706
NO. STORAGE UNITS	105							

LEVEL 2 FLOOR PLAN

1 / 1-A202

NORTH

16' 0' 8' 16' 32'

Graphic Scale

1/16"=1'-0

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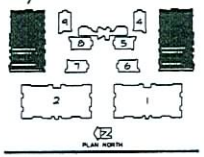
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3

LEVEL 2 - BUILDING 3 & 10

Project 0615 1174 01
Date APRIL 19, 2007
Drawn by
Checked by

Drawing Number

3-A202

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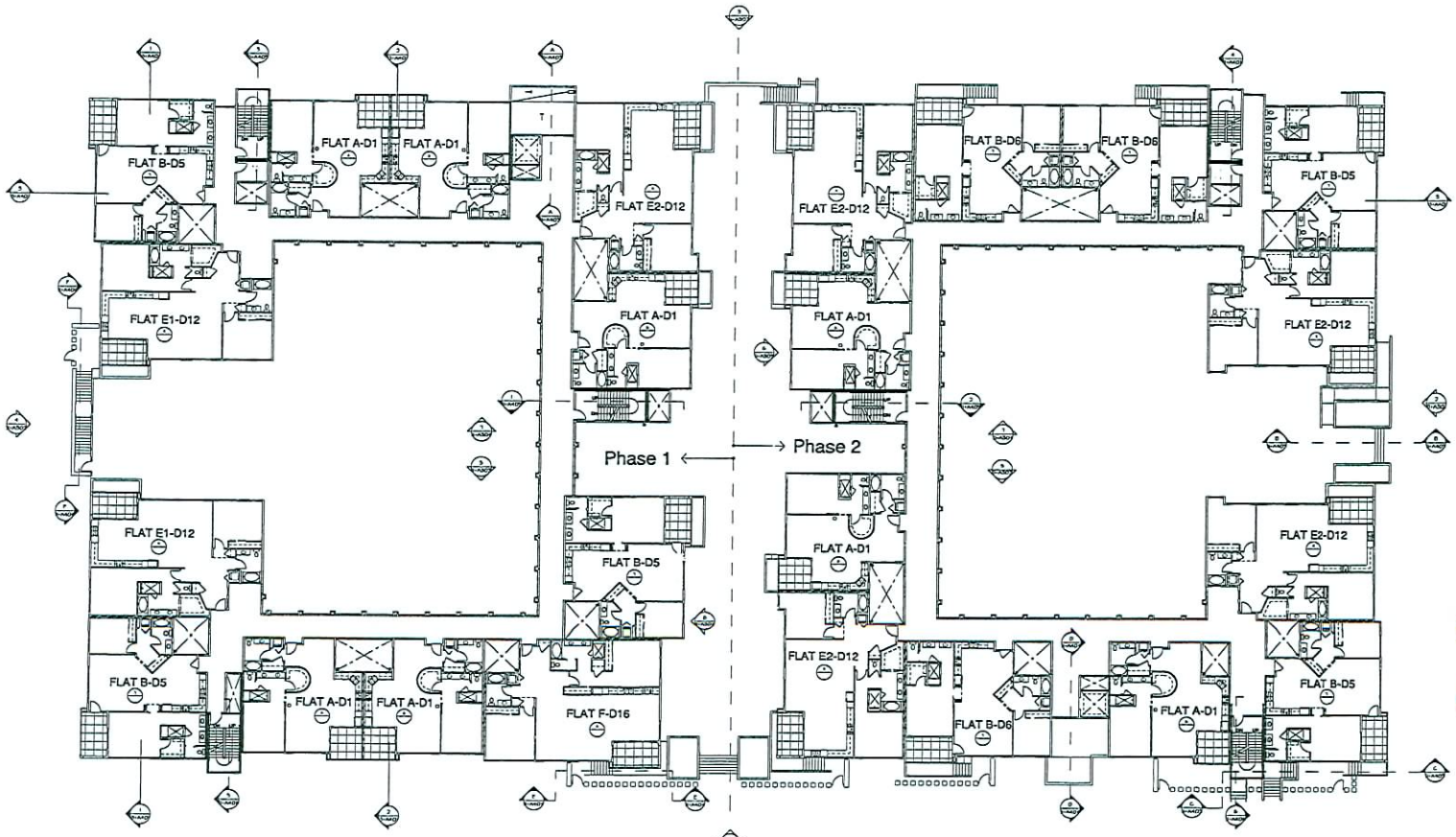

LEVEL 3 FLOOR PLAN

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

NORTH

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PRODUCT 3 - BLDGS 3 & 10 - LEVEL 3

UNIT	NO BR	STORIES	NO UNITS	AREA (SQ FT) 1ST FLR	AREA (SQ FT) 2ND FLR	AREA (SQ FT) DECK	UNIT TOTAL SQ. FT	TOTAL SQ. FT
P3 LOFT A-D1	1	1	8	1100	0	95	1215	9720
P3 LOFT B-D5	2	1	5	1362	0	108	1470	7350
P3 LOFT B-D6	2	1	3	1362	0	108	1470	4410
P3 LOFT E1-D12	2	1	2	1670	0	108	1778	3556
P3 LOFT E2-D12	2	1	5	1601	0	108	1709	8545
P3 LOFT F-D16	2	1	1	1778	0	108	1802	1802
TOTAL			24					35048
COMMON								4777
FLOOR TOTAL								45026

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3

LEVEL 3 - BUILDING 3 & 10

Project 0815 1174 01
Date APRIL 14, 2009
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Drawing Number
3-A203

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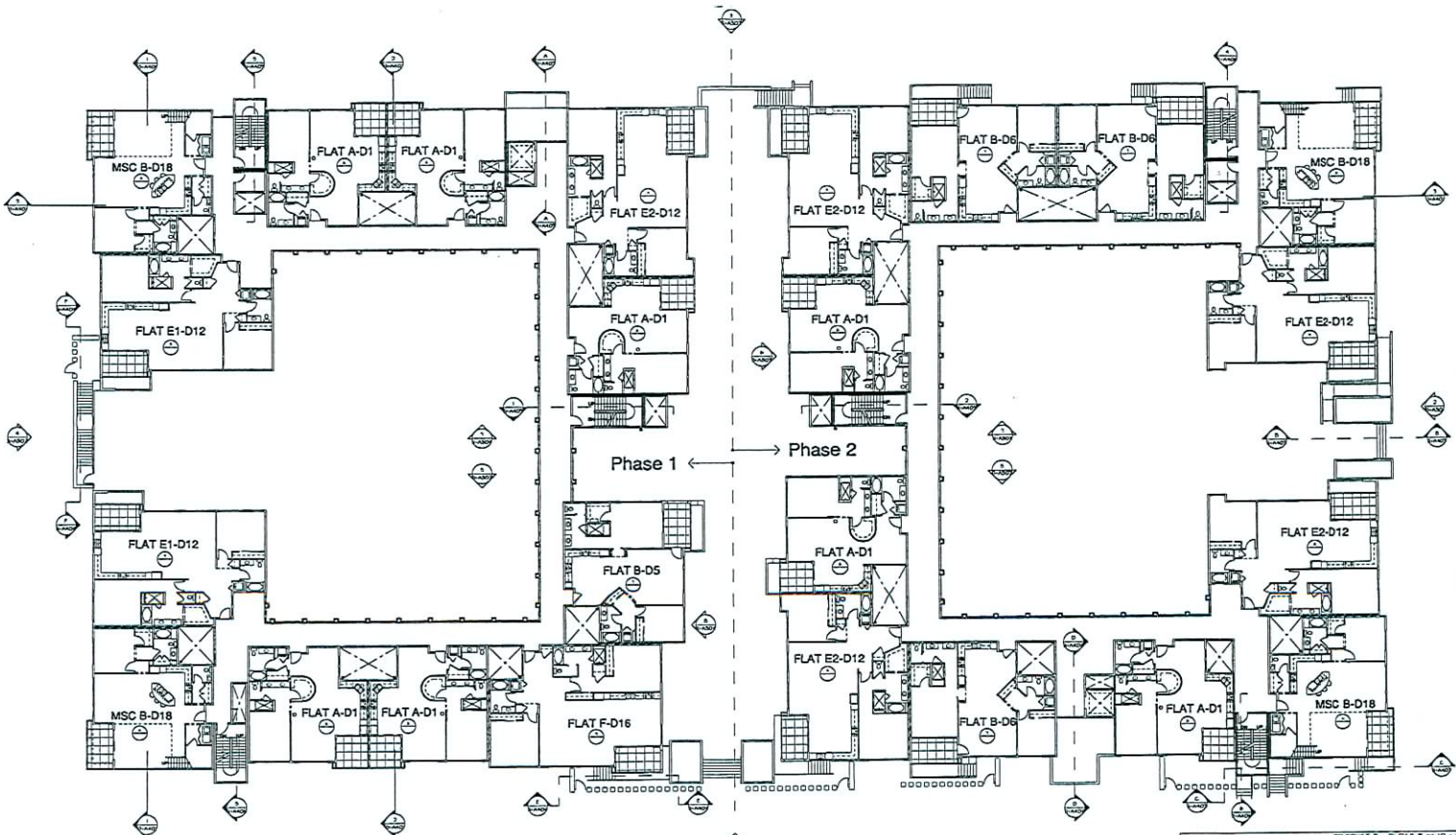

LEVEL 4 FLOOR PLAN

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

NORTH

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PRODUCT 3 - BLDGS 3 or 10 - LEVEL 4

UNIT	NO BR	STORIES	NO. UNITS	AREA (SQ FT) 1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P3 LOFT A-D1	1	1	8	1120	0	90	1210	9720
P3 LOFT B-D5	2	1	1	1362	0	108	1470	1470
P3 LOFT B-D6	2	1	3	1362	0	108	1470	4410
P3 LOFT E1-D12	2	1	2	1670	0	108	1778	3552
P3 FLAT E2-D12	2	1	5	1681	0	108	1789	8935
P3 FLAT F-D16	2	1	1	1776	0	108	1882	1882
P3 MSC B-D18	2	2	4	1364	670	114	1478	5912
TOTAL			24					35081
COMMON								4977
FLOOR TOTAL								45058

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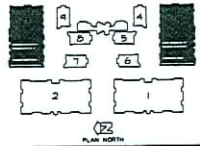
No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3

LEVEL 4 - BUILDING 3 & 10

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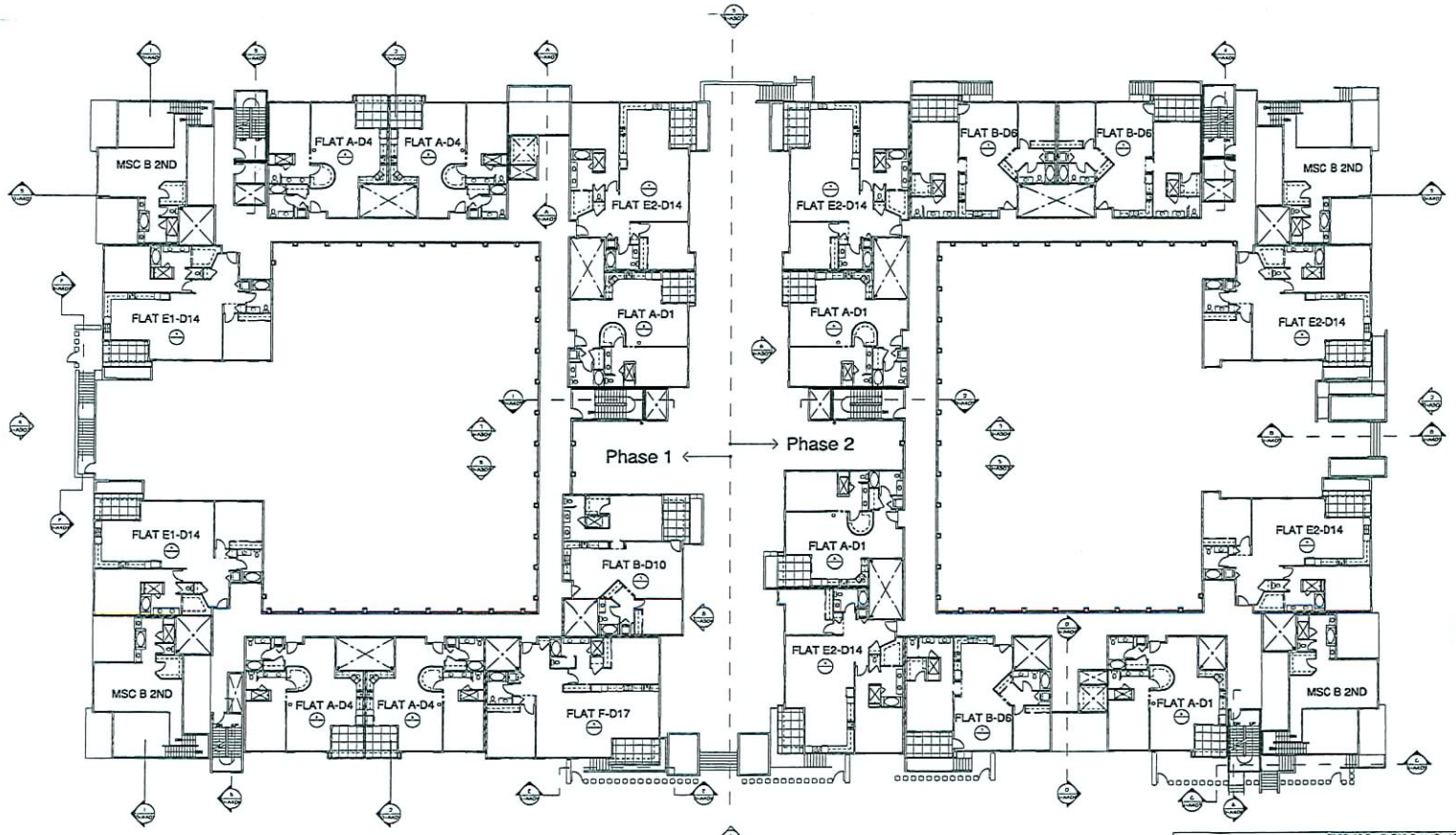

LEVEL 5 FLOOR PLAN

1/16"=1'-0"

Graphic Scale

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PRODUCT 3 - BLDGS 3 or 10 - LEVEL 5								
					AREA (SQ FT)			
UNIT	NO BR	STORIES	NO UNITS	1ST FLR	2ND FLR	DECK	UNIT TOTAL SQ FT	TOTAL SQ FT
P3 LOFT A-D4	1	1	8	1120	0	93	1213	9720
P3 LOFT B-D6	2	1	5	1362	0	108	1470	7350
P3 LOFT B-D10	2	1	1	1362	0	108	1470	1470
P3 LOFT E1-D14	2	1	2	1670	0	114	1784	3568
P3 LOFT E2-D14	2	1	5	1801	0	114	1745	8715
P3 LOFT F-D17	2	1	1	1776	0	106	1052	1882
							610	2680
TOTAL			20					35705
COMMON								4771
FLOOR TOTAL								41002

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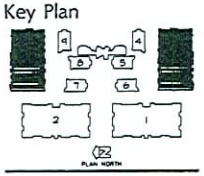
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
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Las Vegas, Nevada
Product 3

LEVEL 5 - BUILDING 3 & 10

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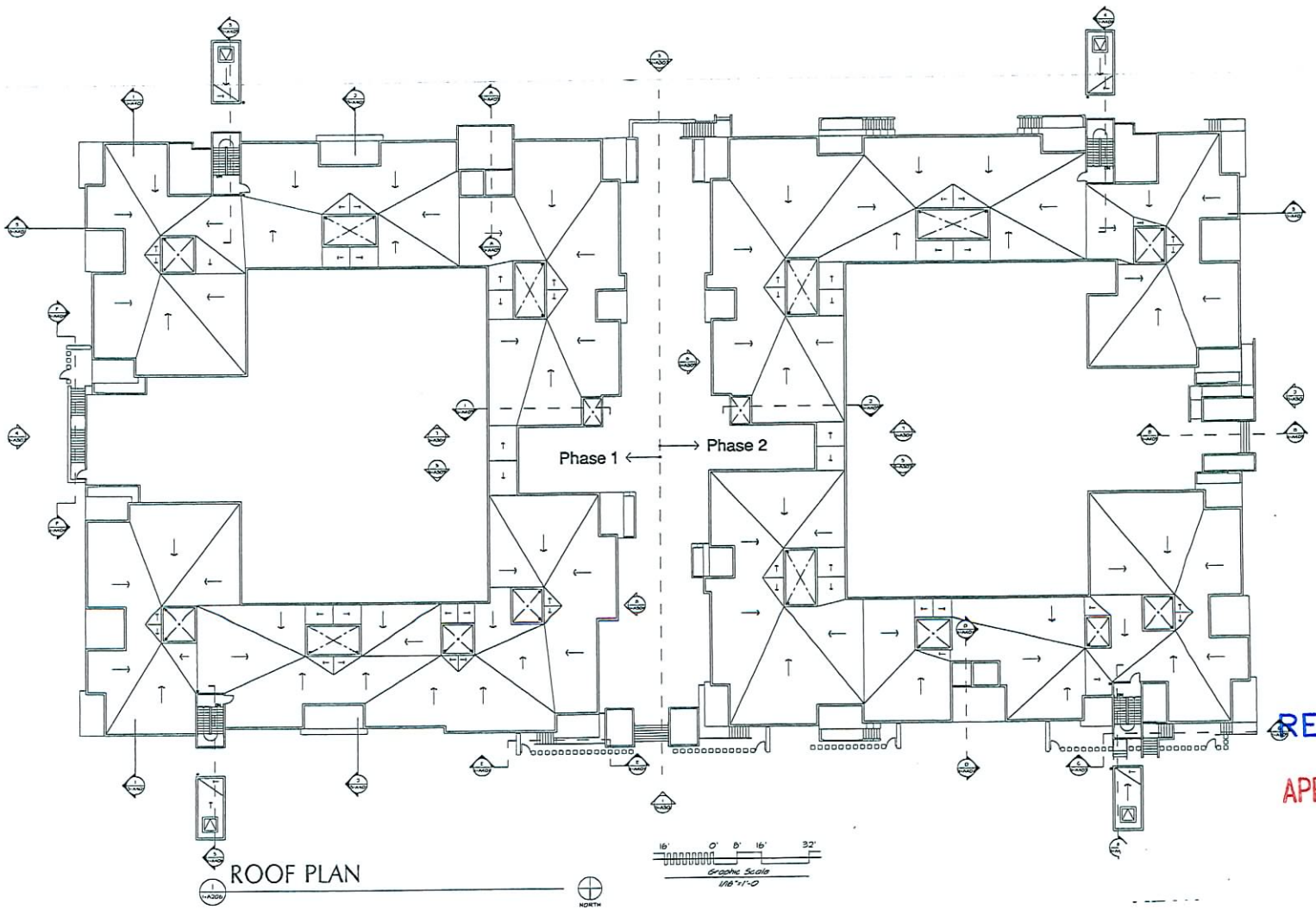

ROOF PLAN

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06/11/09 PC

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
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Las Vegas, Nevada
Product 3

ROOF PLAN - BUILDING 3 & 10

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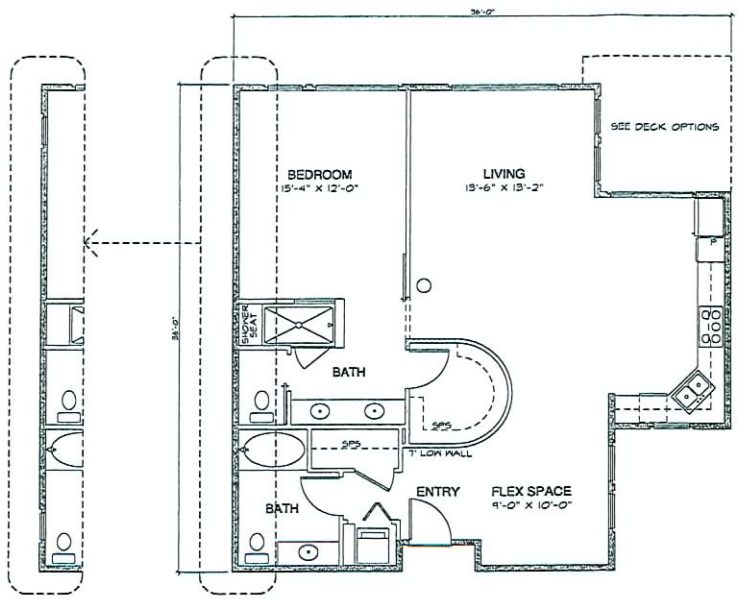
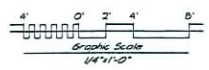
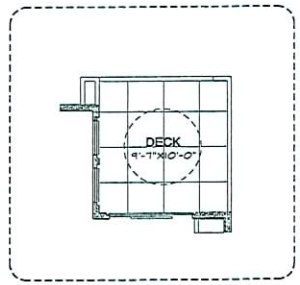


P3 Flat A

AREA: 1120 Sq.Ft.

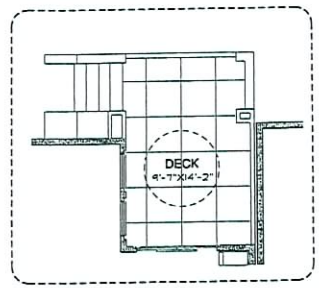
EXTERIOR WALL @
FLAT A (END UNIT)





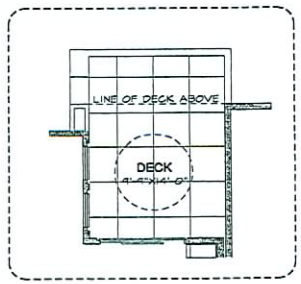
DECK (D1)

DECK: 95 Sq.Ft.



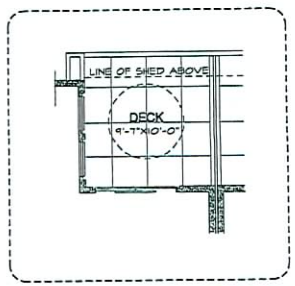
DECK (D3)

DECK: 129 Sq.Ft.



DECK (D2)

DECK: 136 Sq.Ft.



DECK (D4)

DECK: 95 Sq.Ft.

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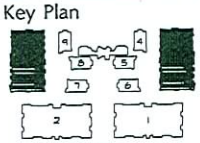
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT A

Project 0615.1174.01
Date APRIL 14, 2009
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3-A220

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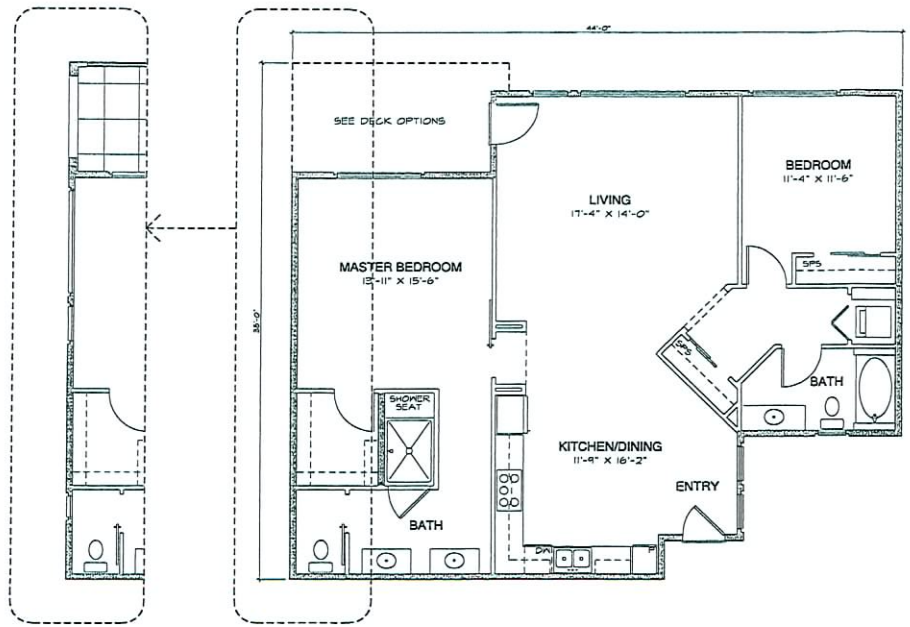
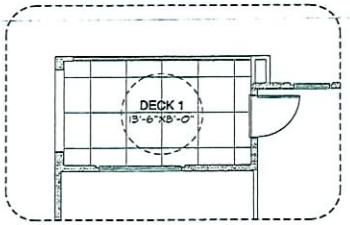


EXTERIOR WALL @
FLAT B (END UNIT)

P3 Flat B

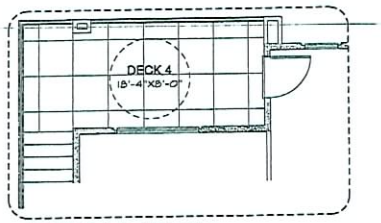
AREA: 1362 Sq.Ft.





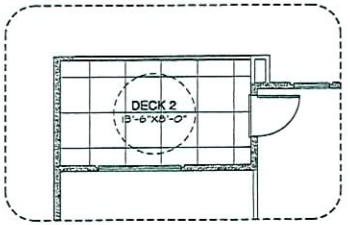
DECK (D5)

DECK: 108 Sq.Ft.



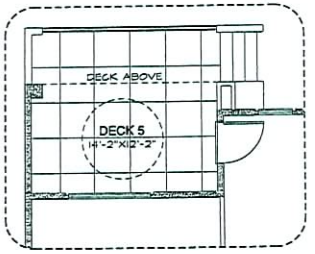
DECK (D8)

DECK: 147 Sq.Ft.



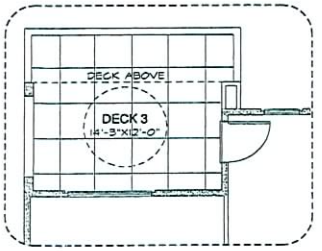
DECK (D6)

DECK: 108 Sq.Ft.



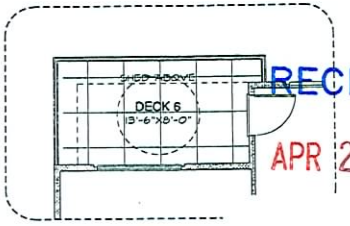
DECK (D9)

DECK: 173 Sq.Ft.



DECK (D7)

DECK: 170 Sq.Ft.



DECK (D10)

DECK: 108 Sq.Ft.

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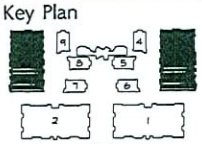
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT B

Project 0815.1174.01
Date APRIL 14, 2009
Drawn by
Checked by

Drawing Number
3-A221

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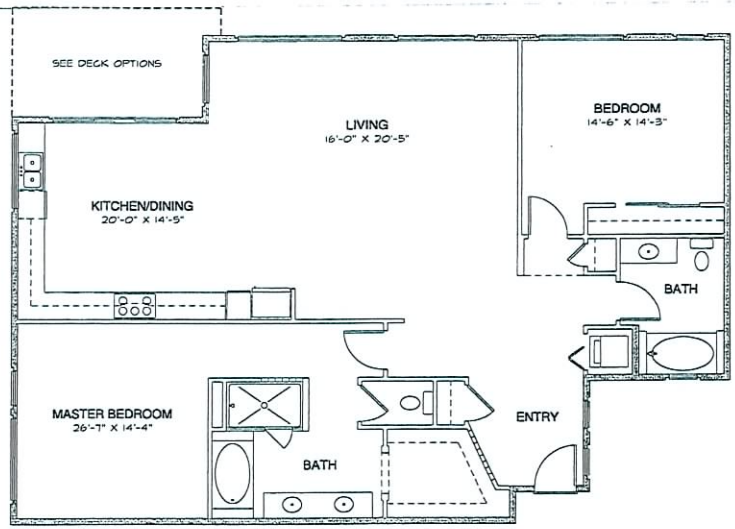
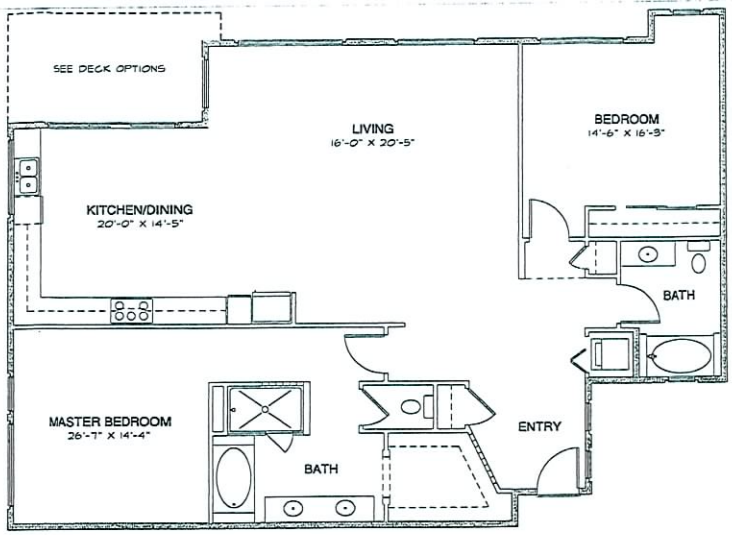


P3 Flat E1

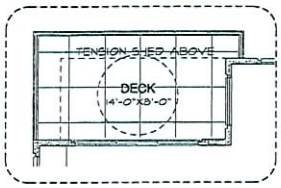
AREA: 1670 Sq.Ft.



P3 Flat E2

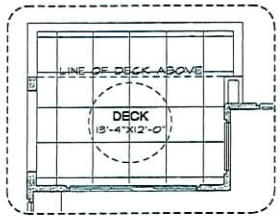
AREA: 1681.5 Sq.Ft.





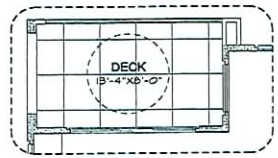
DECK (D14)

AREA: 114 Sq.Ft.



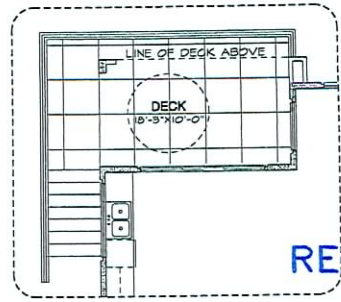
DECK (D13)

AREA: 173 Sq.Ft.



DECK (D12)

AREA: 106 Sq.Ft.



DECK (D11)

AREA: 184 Sq.Ft.

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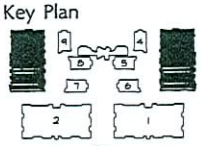
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT E

Project 0615.114.01
Date APRIL 14, 2007
Drawn by
Checked by MP

Drawing Number
3-A222

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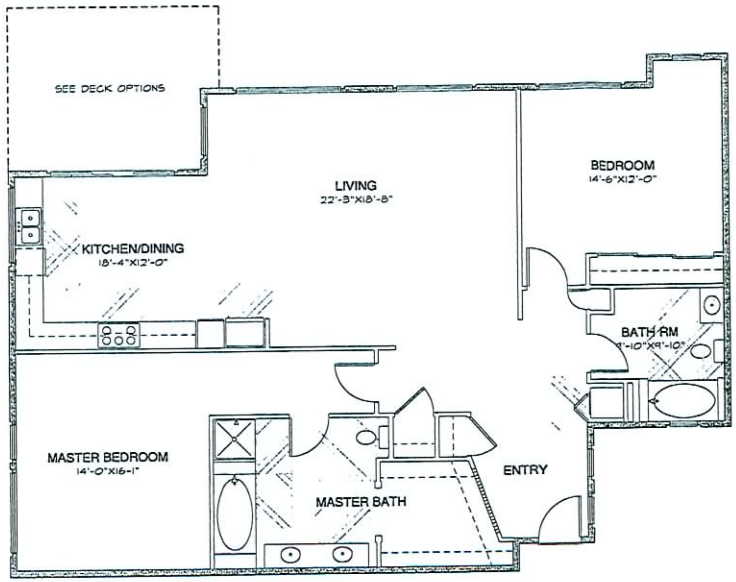
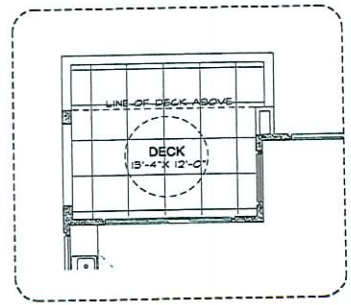


P3 Flat E ADA

AREA: 1681.5 Sq.Ft.

MINIMUM CLEAR FLOOR SPACE AT EACH FIXTURE

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"



DECK (D13)

DECK: 173 Sq.Ft.

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT E ADA

Project 0615.11.14.01
Date APRIL 14, 2009
Drawn by
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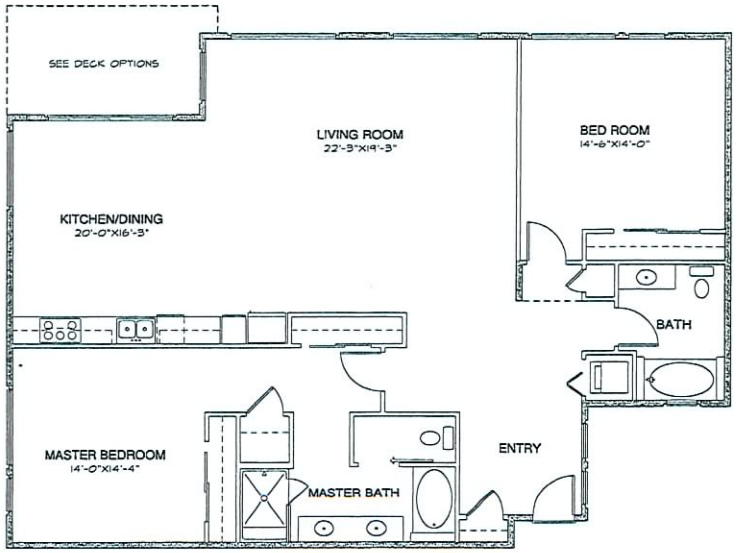
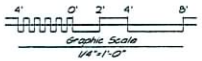
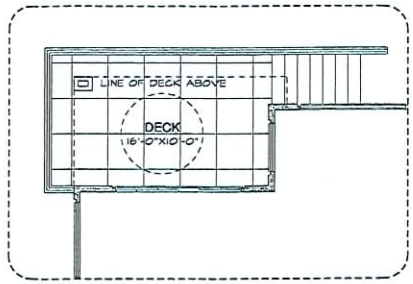


P3 Flat F

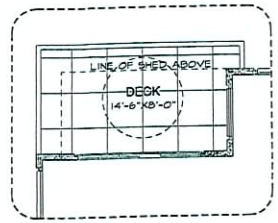
AREA: 1776 Sq.Ft.





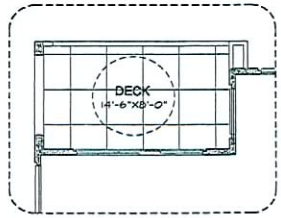
DECK (D15)

AREA: 162 Sq.Ft.



DECK (D17)

AREA: 106 Sq.Ft.



DECK (D16)

AREA: 106 Sq.Ft.

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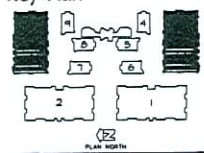
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT F

Project 0615.1174.01
Date APRIL 14, 2009
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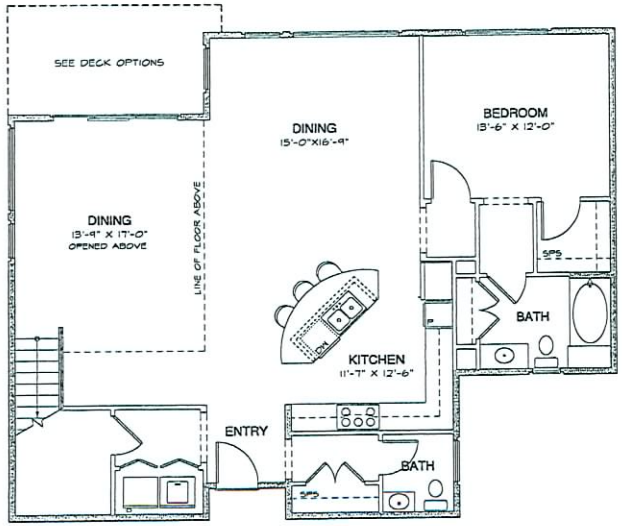
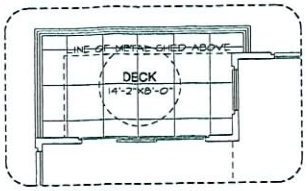


P3 MSC B - LOWER

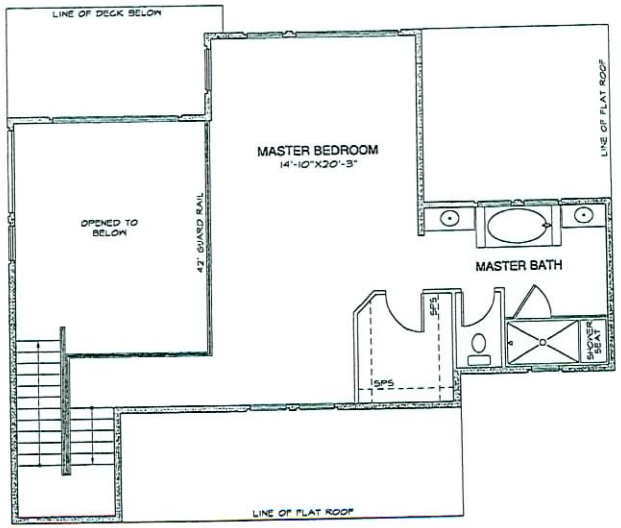
AREA: 1364 Sq.Ft.
DECK: 114 Sq.Ft.

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"



DECK (D18)

AREA: 114 Sq.Ft.



P3 MSC B - UPPER

AREA: 670 Sq.Ft.

4' 0' 2' 4' 8'
Graphic Scale
1/4"=1'-0"

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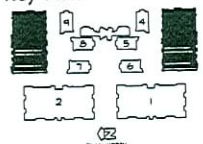
SUP-34339
06/11/09 PC

No.	Date	Revtion Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Unit Plans

P3 FLAT MSC B

Project 06/5.1174.01
Date APRIL 14, 2007
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Drawing Number
3-A225

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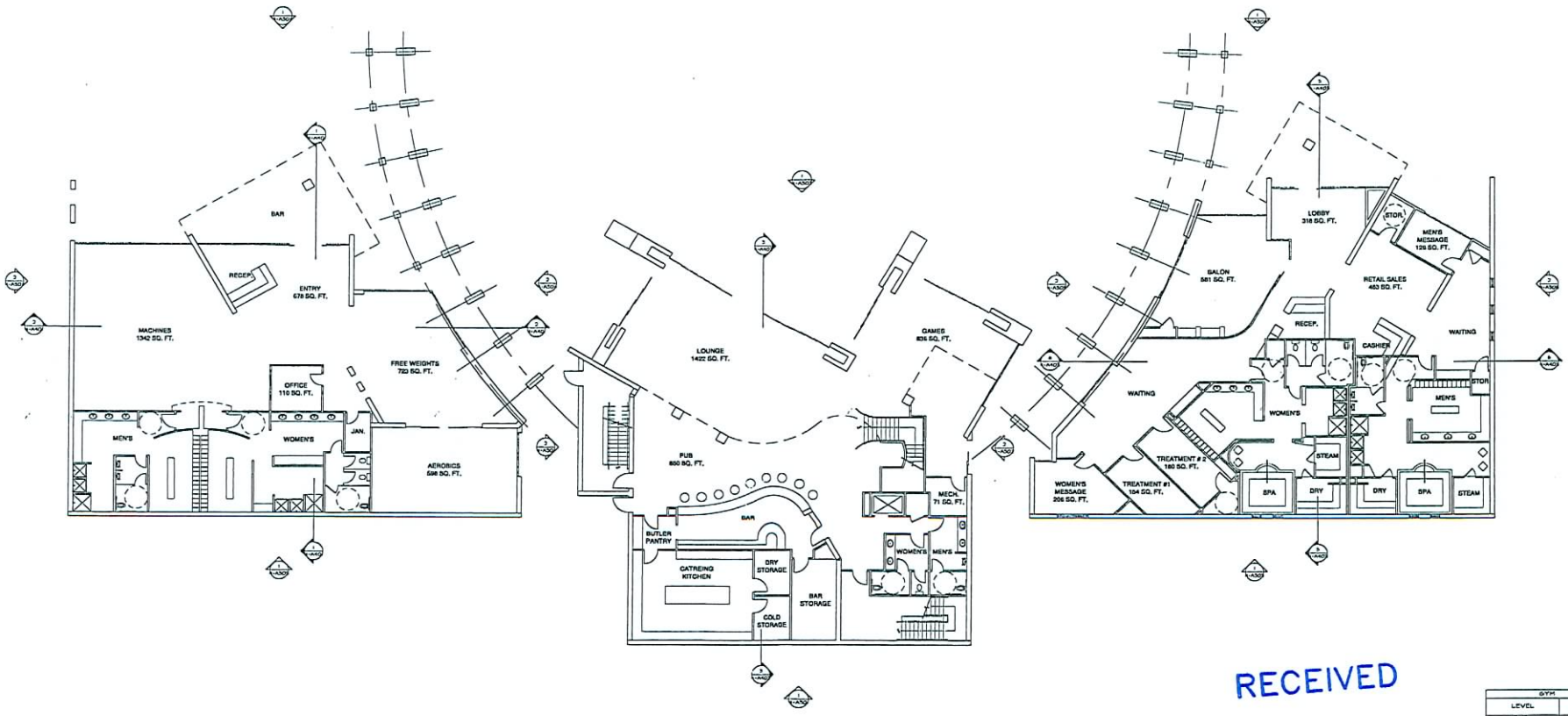

BASEMENT LEVEL FLOOR PLAN

NORTH

10' 0' 5' 10' 20'
Graphic Scale
3/32"=1'-0

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GYM	
LEVEL	TOTAL SQ. FT
LEVEL 1	5550
TOTAL	5550

SPA	
LEVEL	TOTAL SQ. FT
LEVEL 1	3934
TOTAL	3934

CLUBHOUSE		
LEVEL	TOTAL SQ. FT	STAIR SQ. FT
BASEMENT	5060	767
TOTAL	5060	767

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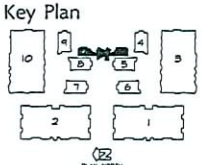
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Floor Plans

Basement

Project 0615.174.01
Date APRIL 14, 2007
Drawn by
Checked by KP

Drawing Number
4-A201

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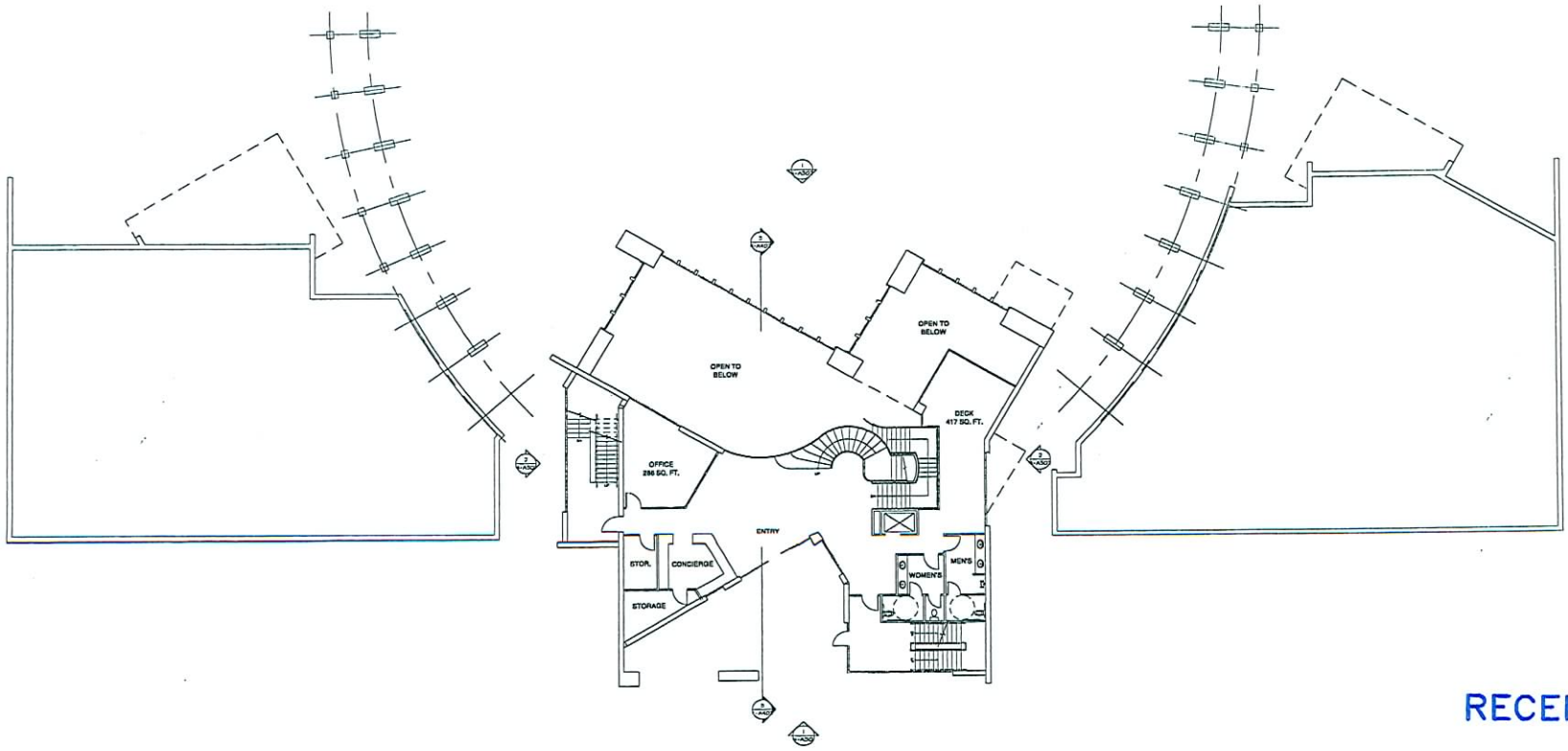

ENTRY LEVEL FLOOR PLAN

NORTH

10' 0' 5' 10' 20'
Graphic Scale
3/32"=1'-0

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CLUBHOUSE		
LEVEL	TOTAL SQ. FT.	STAIR SQ. FT.
ENTRY	2122	412
TOTAL	2122	412

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Floor Plans

Entry Level

Project 0615.1114.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
4-A202

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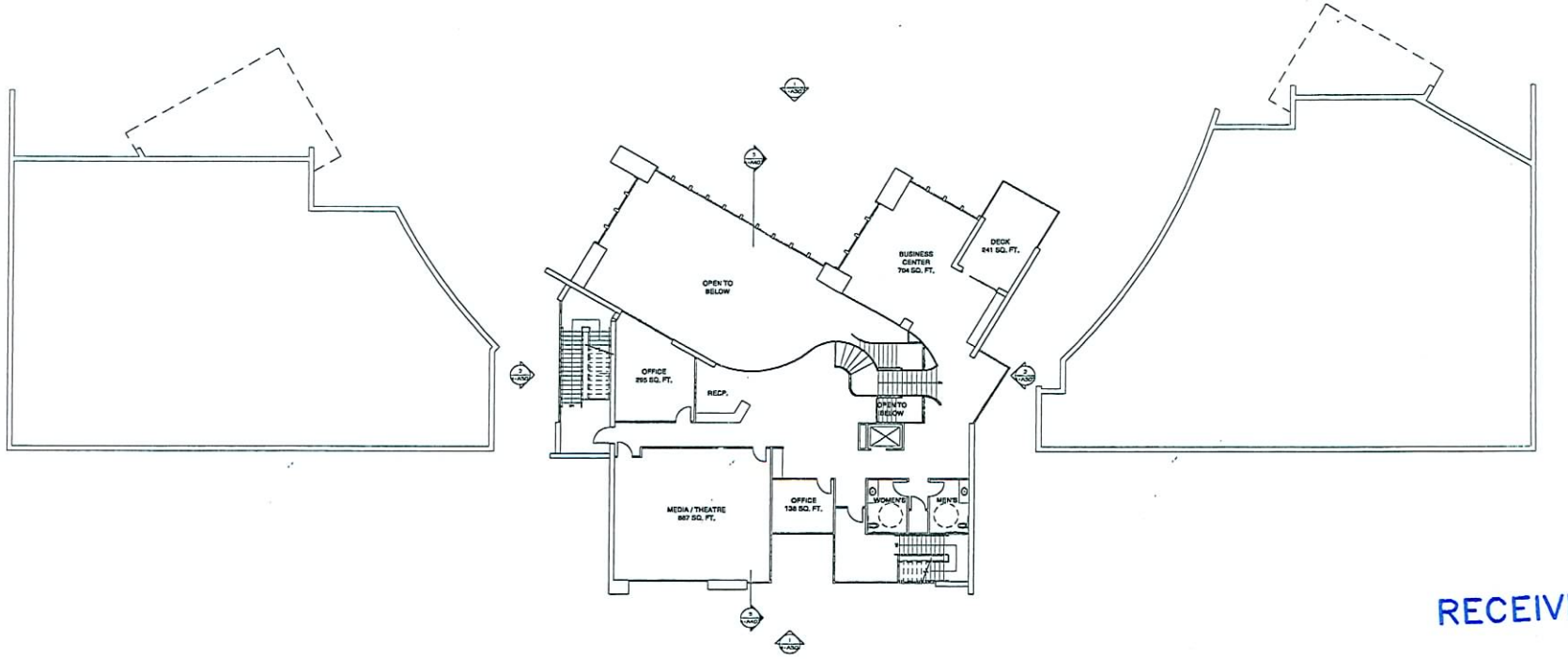

UPPER LEVEL FLOOR PLAN

NORTH

10' 0' 5' 10' 20'
Graphic Scale
3/32"=1'-0

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CLUBHOUSE		
LEVEL	TOTAL SQ. FT.	STAIR SQ. FT.
UPPER	4134	360
TOTAL	4134	360

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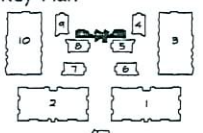
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Floor Plans

Upper Level

Project 0615.174.01
Date APRIL 14, 2009
Drawn by
Checked by HP

Drawing Number
4-A203

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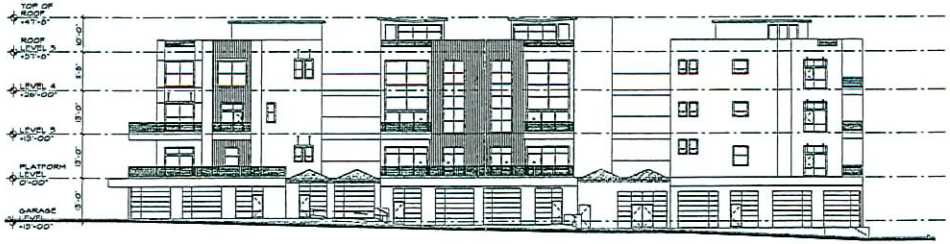
1 / 1-A301 WEST ELEVATION



2 / 1-A301 SOUTH ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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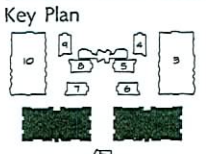
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Exterior Elevations

Elevations - Buildings 1 & 2

Project 0815.1174.01
Date April 14, 2009
Drawn by
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Drawing Number
1-A301

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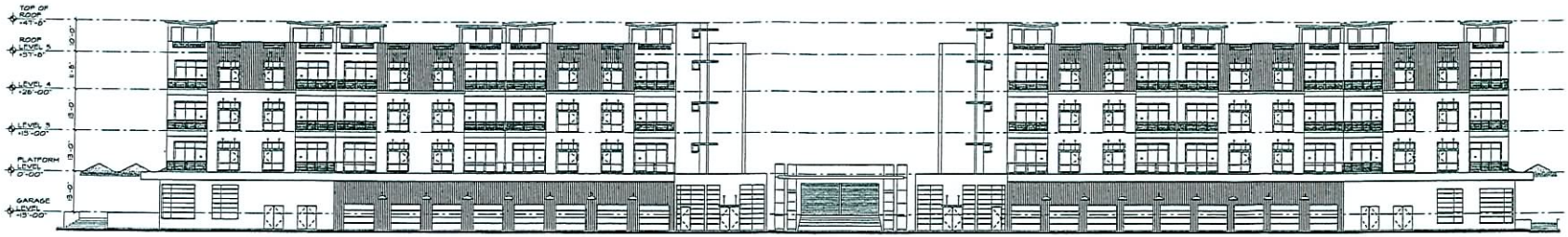

3 1-A302 EAST ELEVATION



4 1-A302 NORTH ELEVATION

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16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Exterior Elevations

Elevations - Buildings 1 & 2

Project 06/13 1174.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A302

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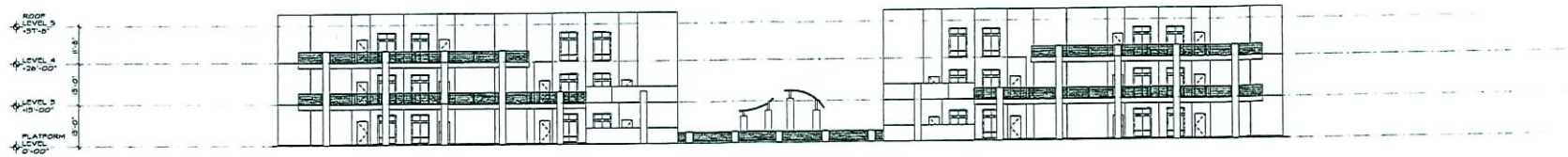
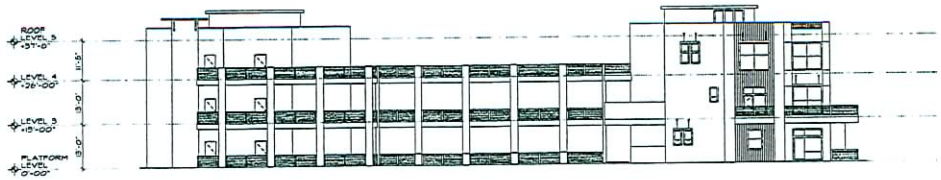


5 / 1-A303 COURTYARD ELEVATION



6 / 1-A303 COURTYARD ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Courtyard Elevations

Elevations - Building 1 & 2

Project 0615.1174.01
Date April 16, 2007
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1-A303

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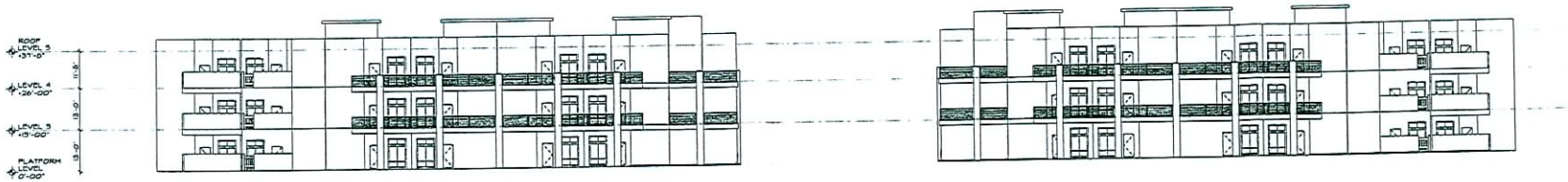
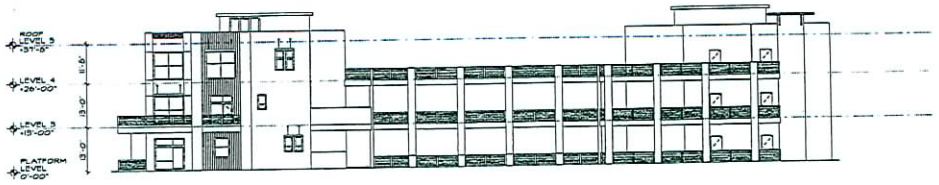


7 1=A304 COURTYARD ELEVATION



8 1=A304 COURTYARD ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Courtyard Elevations

Elevations - Buildings 1 & 2

Project 0610.114.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A304

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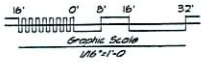
COURTYARD ELEVATION

4 / 1-A305



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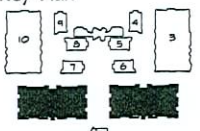
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Courtyard Elevations

Elevations - Buildings 1 & 2

Project 0615.1174.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A305

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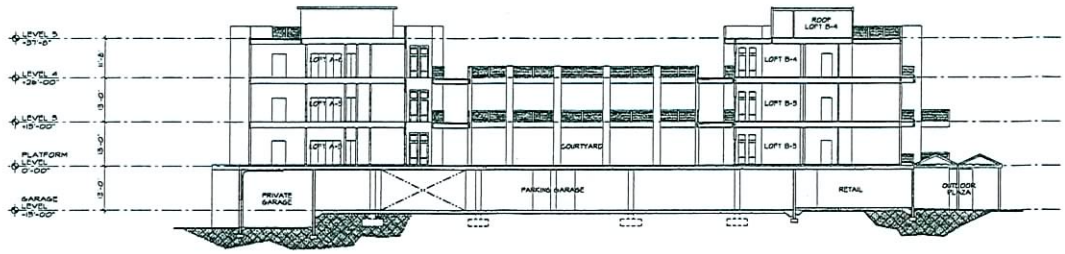
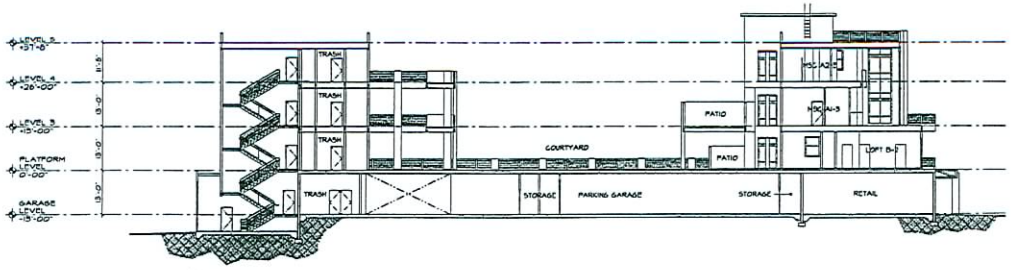


1 1-A401 SECTION 1



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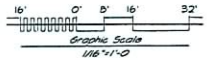

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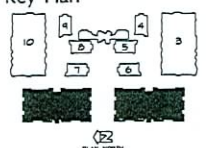
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Building Sections

Section - Building 1 & 2

Project 0815 1174 01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A401

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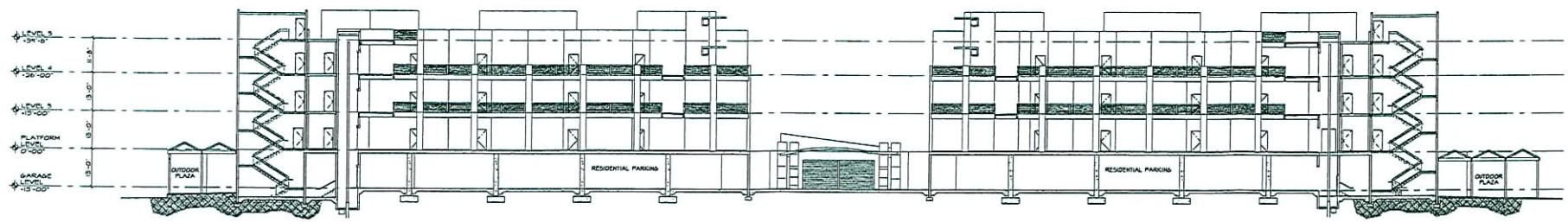

SECTION 3

3 / 1-A402

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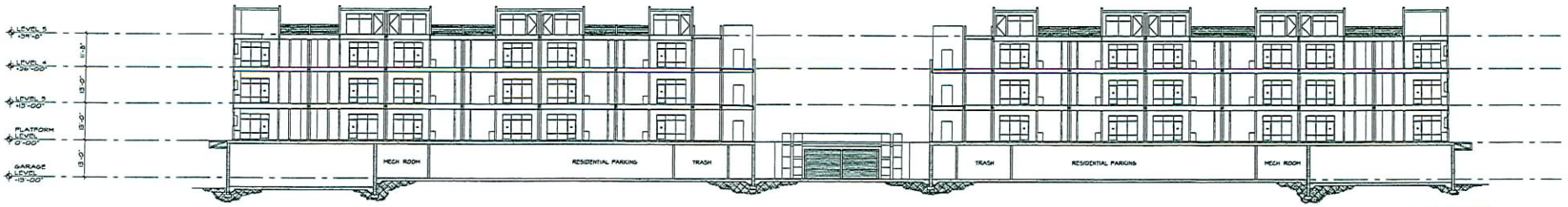
Graphic Scale
1/16"=1'-0"



SECTION 4

4 / 1-A402

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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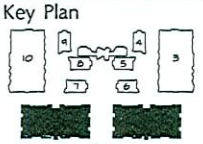
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Building Sections

Section - Building 1 & 2

Project 0615.1174.01
Date April 19, 2007
Drawn by
Checked by KP

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1-A402

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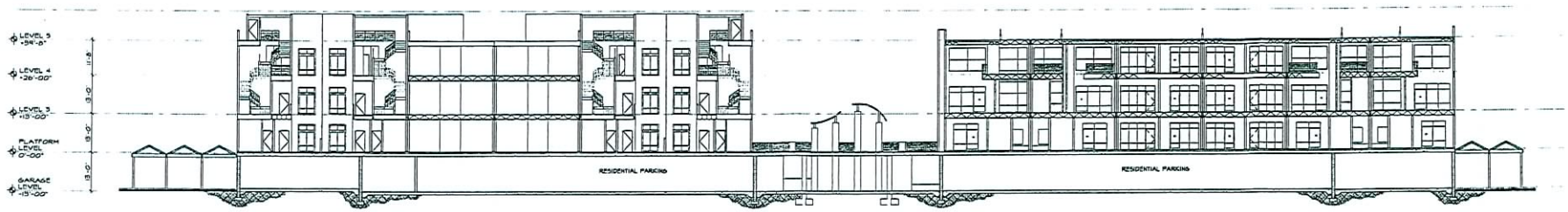

5 1-A403 SECTION 5

16' 0' 8' 16' 32'
Graphic Scale
1/8"=1'-0

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Building Sections

Section - Building 1 & 2

Project 05/5.174.01
Date April 14, 2009
Drawn by
Checked by MP

Drawing Number
1-A403

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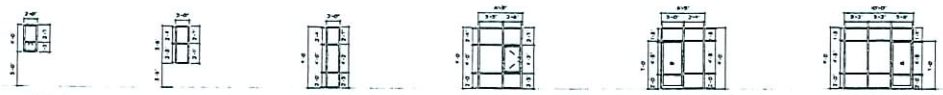
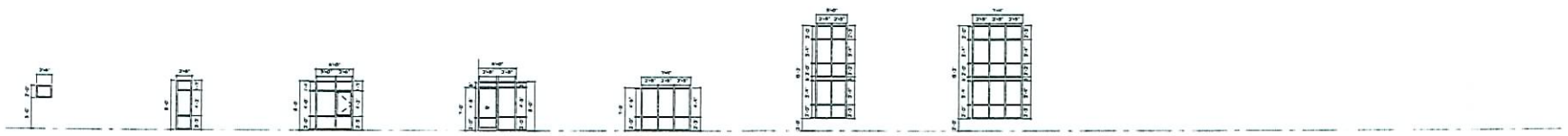
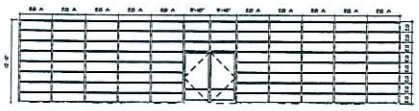


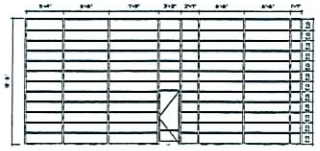
UNIT WINDOWS



MSC-B UNIT WINDOWS



ENTRY WINDOWS



LOBBY WINDOWS



RETAIL WINDOWS

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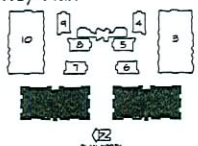
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 1
Window Schedule

Schedules

Project 0610.1174.01
Date April 14, 2009
Drawn by
Checked by

Drawing Number
1-A801

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1/2-A501 ELEVATION 1

0' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Exterior Elevation

ELEV - Bldg 4, 5 ,6 ,7 , 8 , & 9

Project 0815 ST4 01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
2-A301

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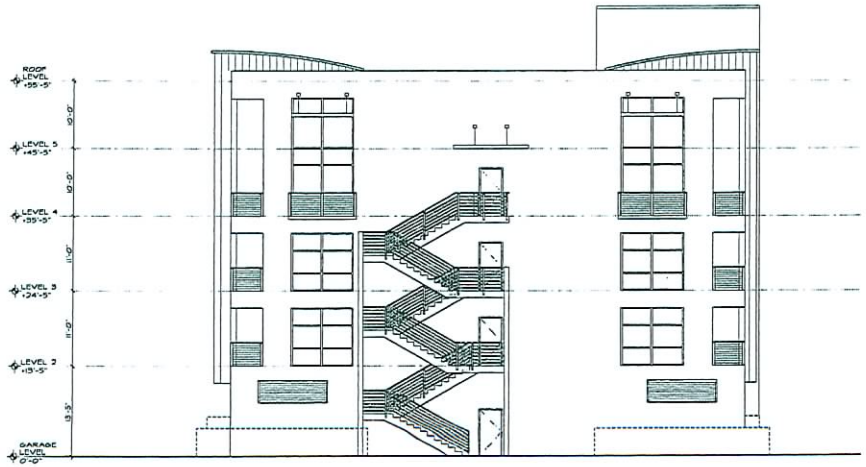
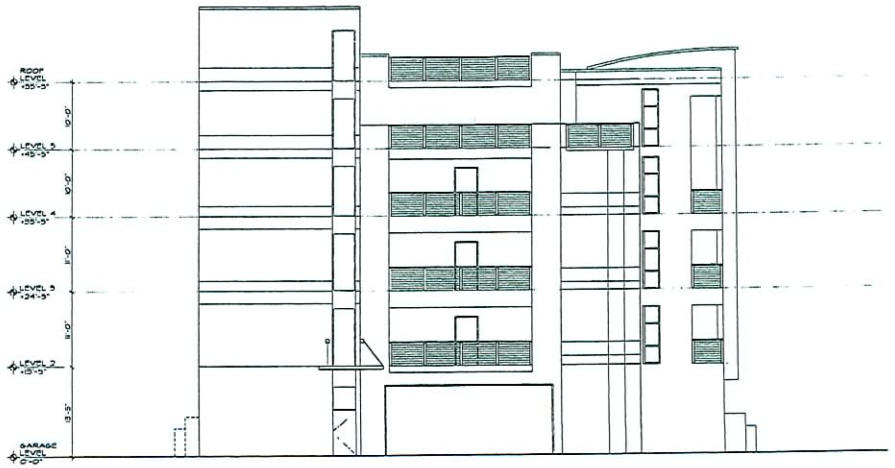


2 / 2-A302 ELEVATION 2

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"



4 / 2-A302 ELEVATION 4

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Exterior Elevations

ELEVS - Bldg 4, 5 ,6 ,7 , 8 , & 9

Project 0615.174.01
Date APRIL 14, 2007
Drawn by
Checked by MP

Drawing Number
2-A302

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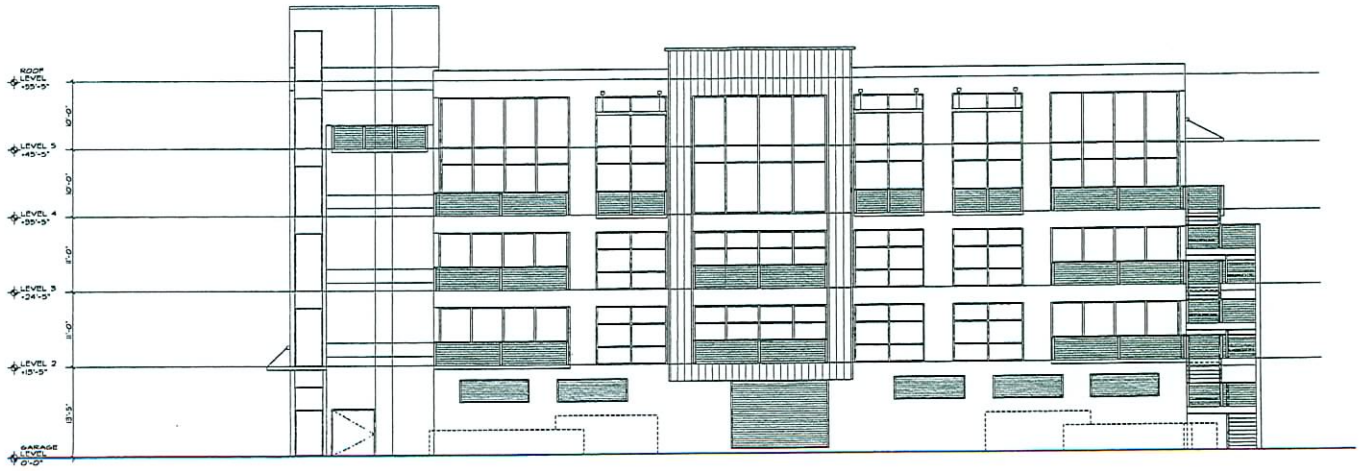

3 2-A303 ELEVATION 3

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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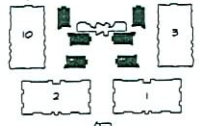
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Exterior Elevation

ELEV - Bldg 4, 5 ,6 ,7 , 8 , & 9

Project 0615.11.14.01
Date APRIL 14, 2007
Drawn by
Checked by MP

Drawing Number
2-A303

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SECTION 1

1 / 2-A401

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Building Section

ELEV - Bldg 4, 5 ,6 ,7 , 8 , & 9

Project 0615.1114.01
Date APRIL 14, 2009
Drawn by
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Drawing Number
2-A401

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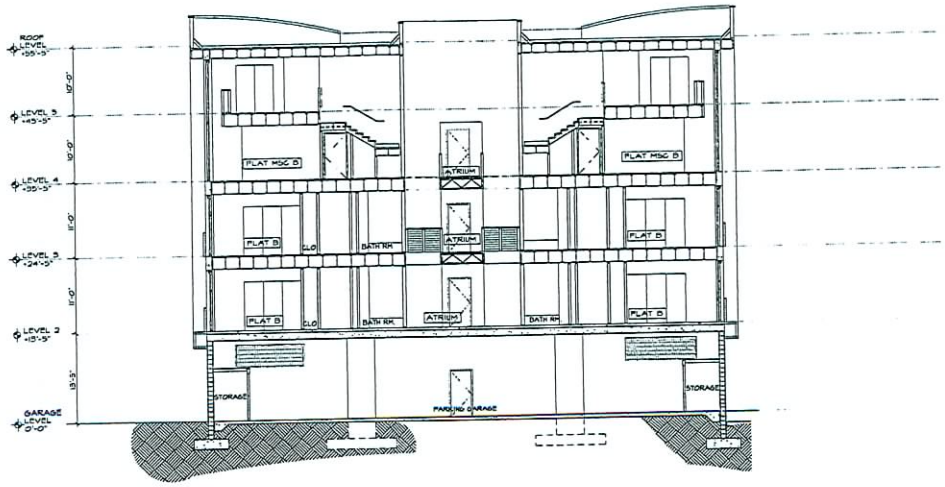

SECTION 2

2 / 2-A402



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SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 2
Building Section

ELEV - Bldg 4, 5 ,6 ,7 , 8 , & 9

Project 0615.11.14.01
Date APRIL 16, 2009
Drawn by
Checked by MP

Drawing Number
2-A402

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1 3-A301 NORTH ELEVATION



2 3-A301 WEST ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0

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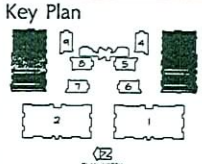
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Exterior Elevations

Elevations - Buildings 3 & 10

Project 0615.1114.01
Date APRIL 14, 2009
Drawn by
Checked by HP

Drawing Number
3-A301

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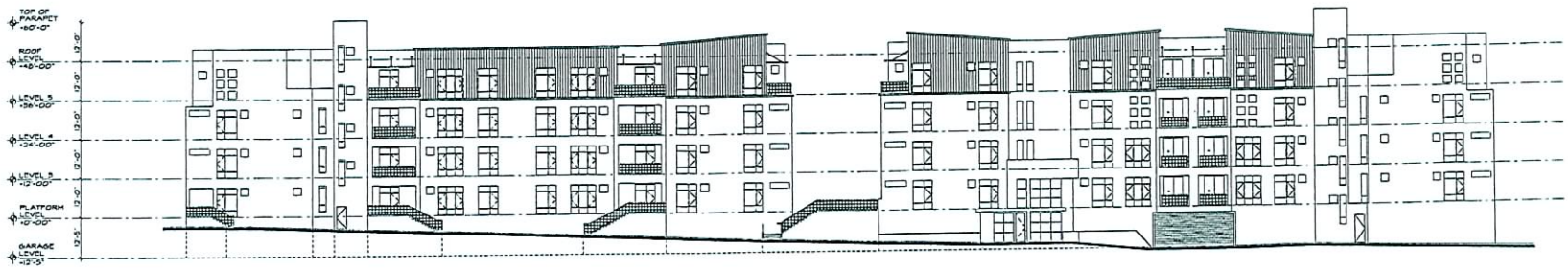
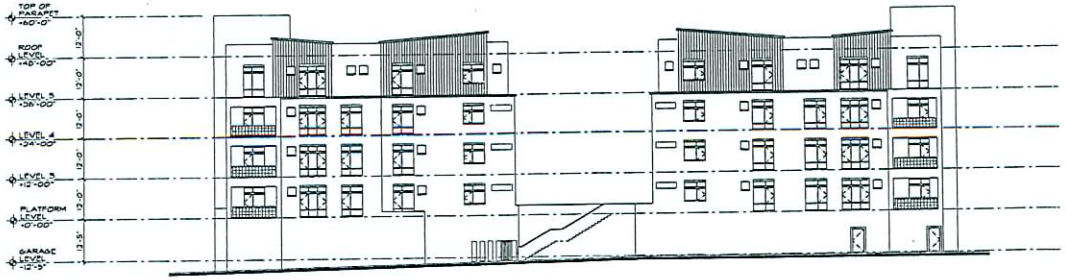


3 / 1"=A302 SOUTH ELEVATION



4 / 1"=A302 EAST ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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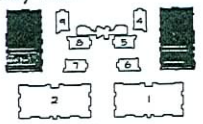
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Exterior Elevations

Elevations - Buildings 3 & 10

Project 0815.114.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
3-A302

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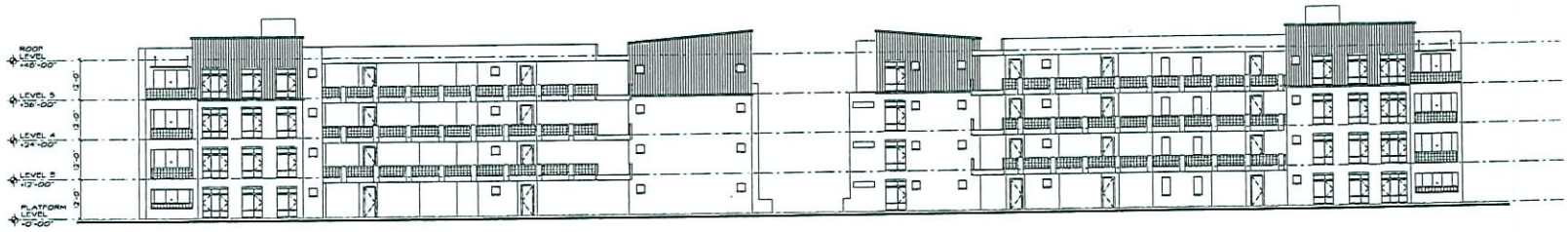

3 / 3-A303 COURTYARD ELEVATION



6 / 3-A303 COURTYARD ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
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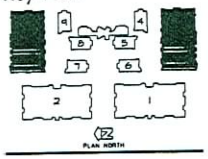
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Courtyard Elevations

Elevations - Buildings 3 & 10

Project 06/5.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
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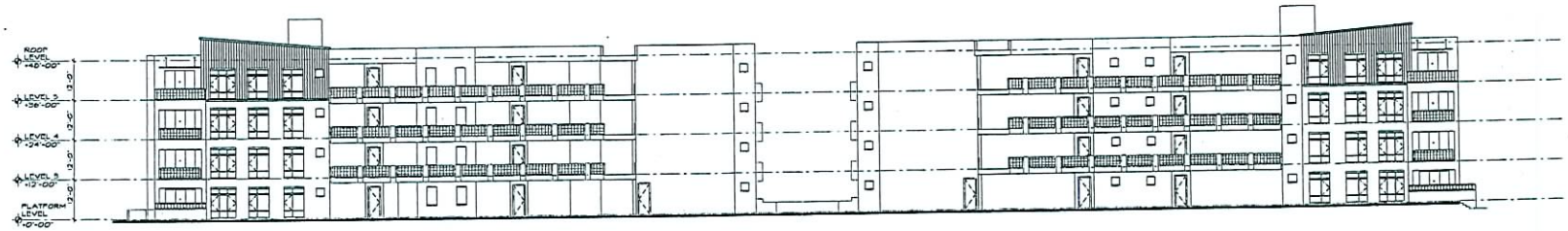
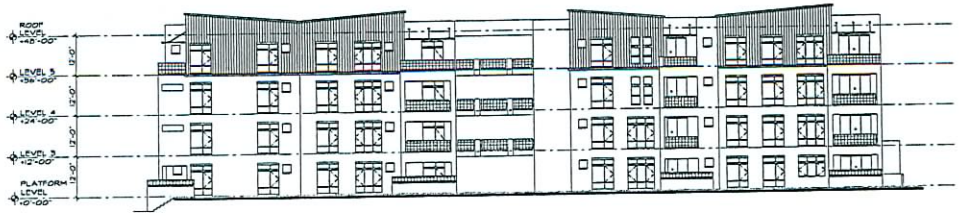


3 A-304 COURTYARD ELEVATION



B A-304 COURTYARD ELEVATION

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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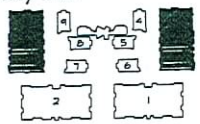
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Courtyard Elevations

Elevations - Building 3 & 10

Project 0615.1174.01
Date APRIL 14, 2007
Drawn by
Checked by HP

Drawing Number
3-A304

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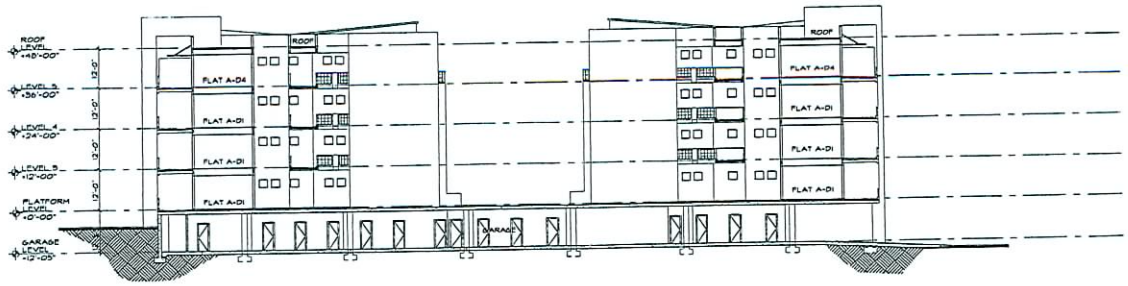
SECTION 1

1 / 3-A401



SECTION 2

2 / 3-A401

16' 0' 8' 16' 32'
Graphic Scale
1/16"=1'-0"

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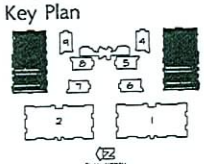
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Sections - Building 3 & 10

Project 0615.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
3-A401

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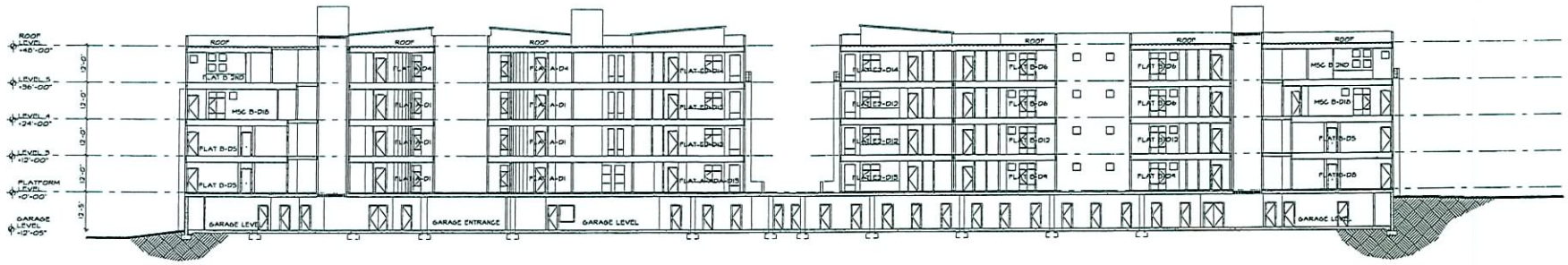

SECTION 3

3 / 3-A402

16' 0' 8' 16' 32'

Graphic Scale
1/16"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Section - Building 3 & 10

Project 0615.1174.01
Date APRIL 14, 2009
Drawn by
Checked by

Drawing Number
3-A402

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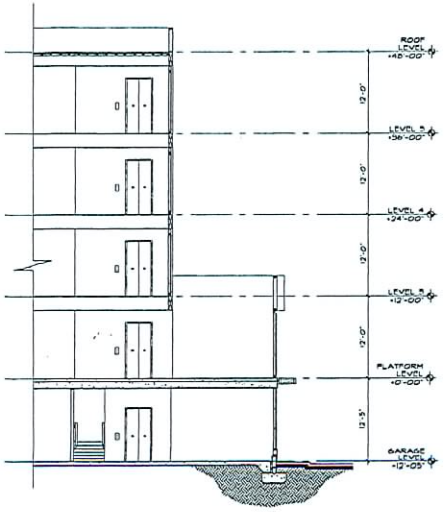

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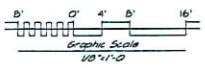
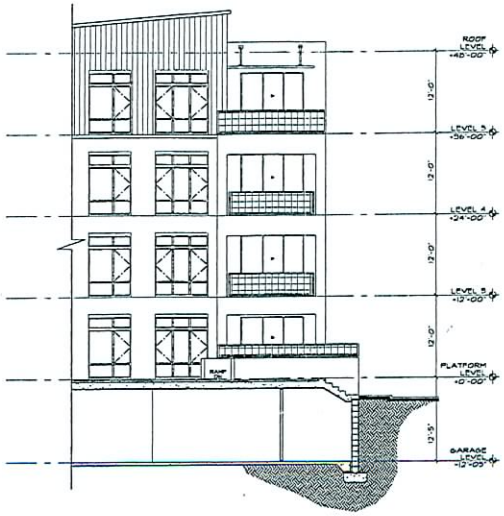
3-A403





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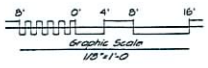
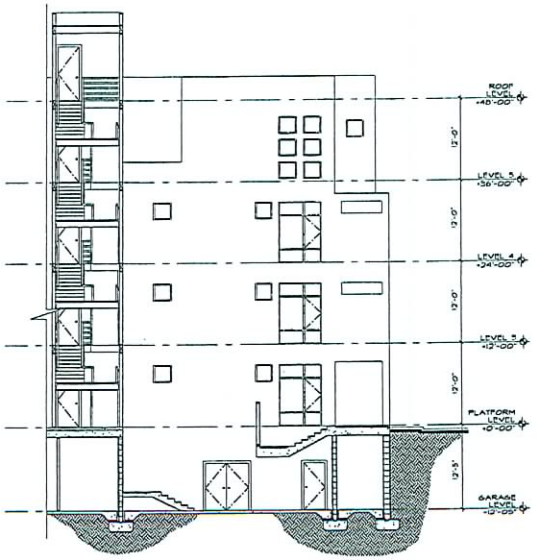
3-A403





SECTION C

C
3-A403



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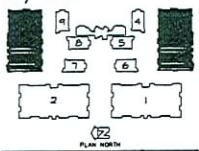
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Partial Sections - Building 3 & 10

Project 06/5.1174.01
Date APRIL 14, 2007
Drawn by
Checked by

Drawing Number
3-A403

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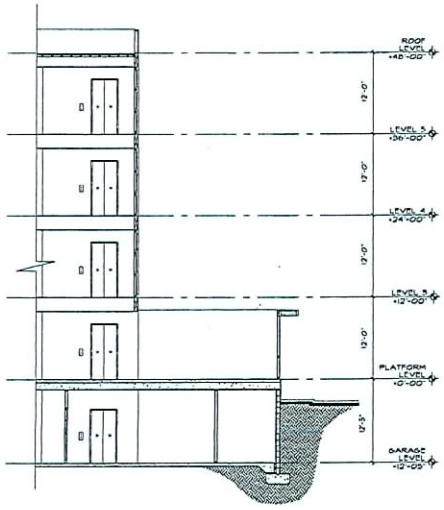
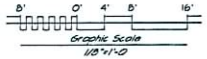
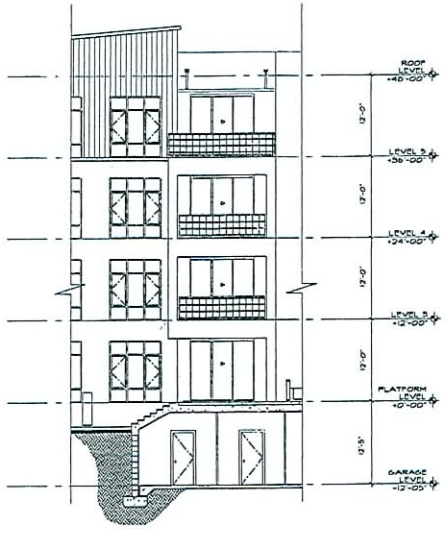


SECTION D

D
3-A405

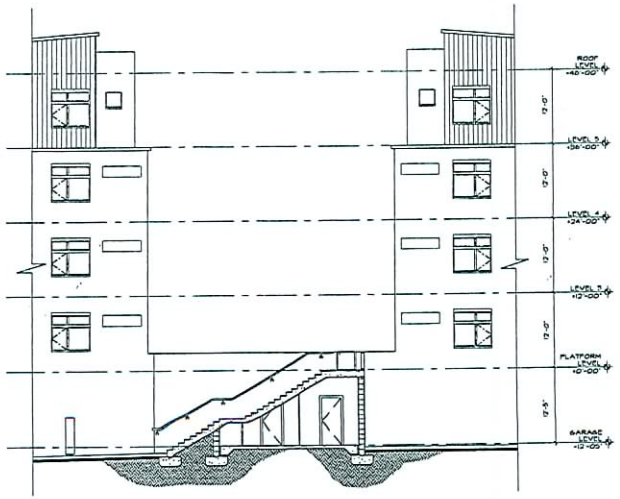




SECTION E

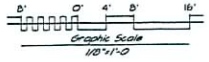
E
3-A405





SECTION F

F
3-A405



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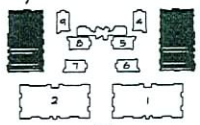
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Partial Sections - Building 3 & 10

Project 06/5.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
3-A404

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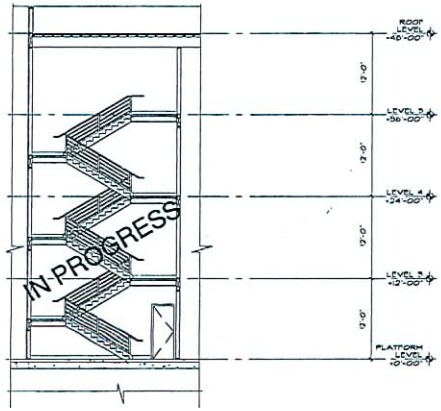

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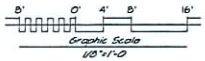
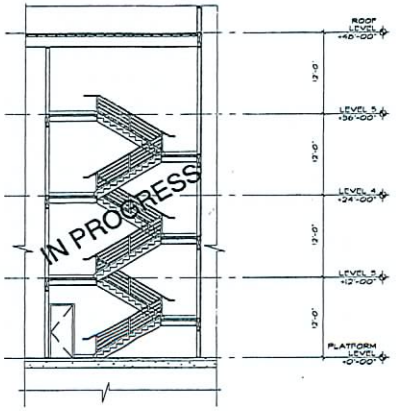
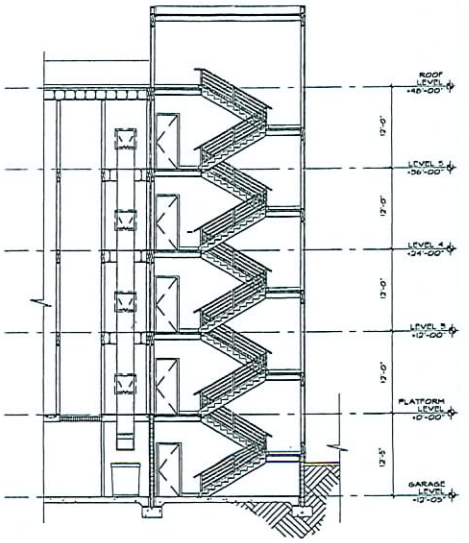




SECTION 2





SECTION 3



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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Stair Sections - Building 3 & 10

Project 06/13 1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
3-A405

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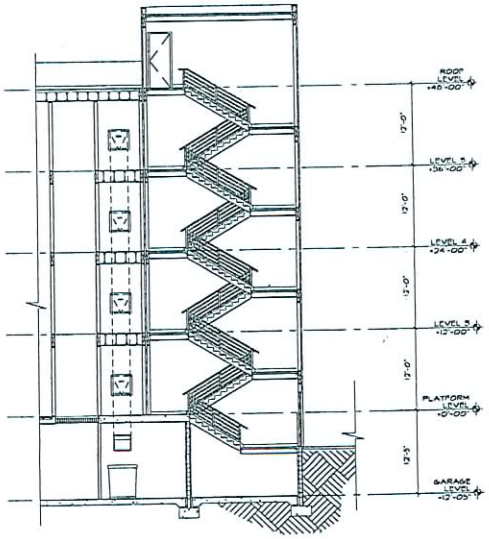
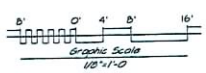
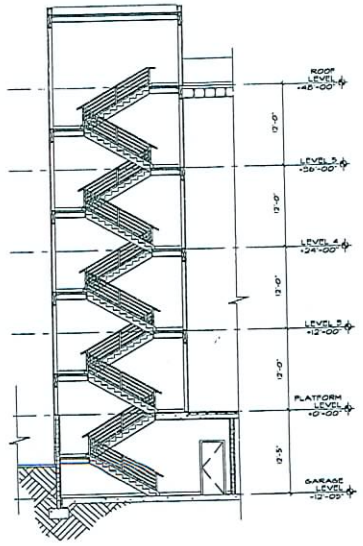


SECTION 4

4 / 3-A406

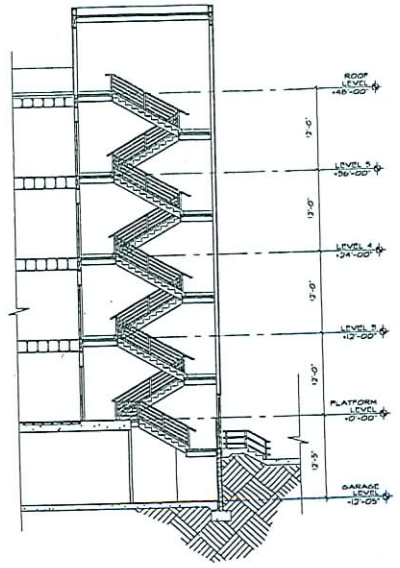




SECTION 5

5 / 3-A406





SECTION 6

6 / 3-A406



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SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Product 3
Building Sections

Stair Sections - Building 3 & 10

Project 0810.1174.01
Date APRIL 14, 2009
Drawn by
Checked by

Drawing Number
3-A406

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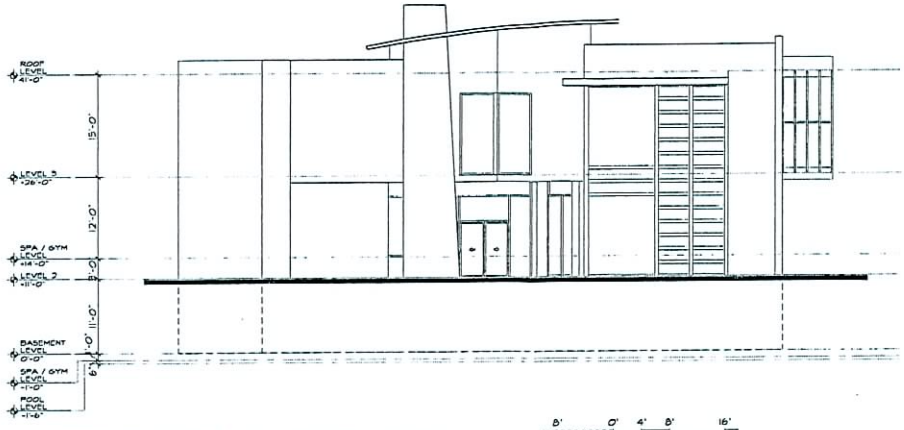
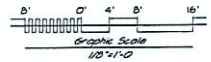
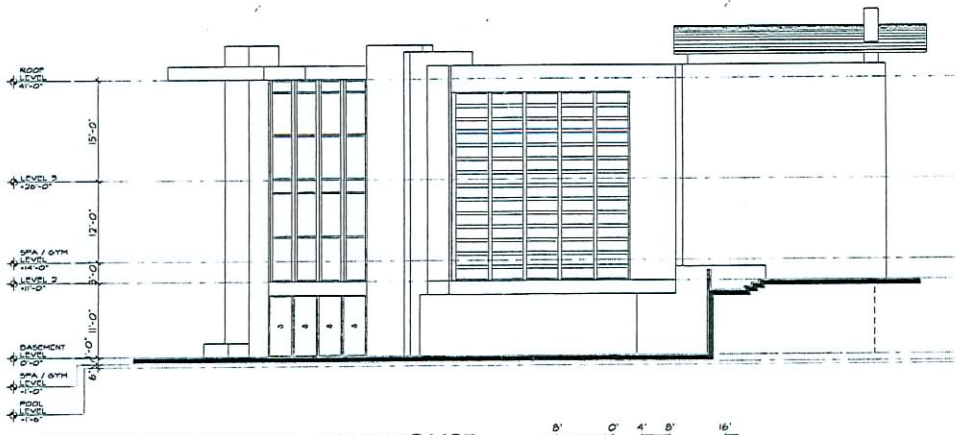
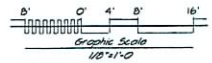


1 / 4-A301 WEST ELEVATION - CLUBHOUSE





2 / 4-A301 NORTH ELEVATION - CLUBHOUSE



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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

East and West Elevation

Project 0615.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
4-A301

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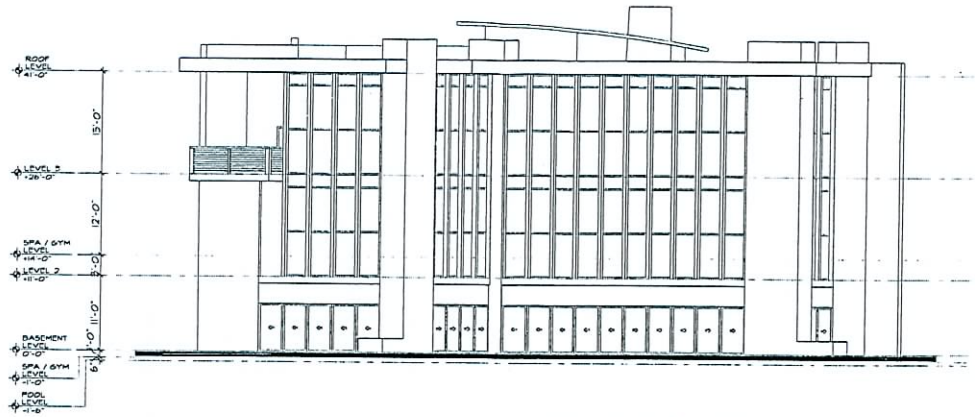
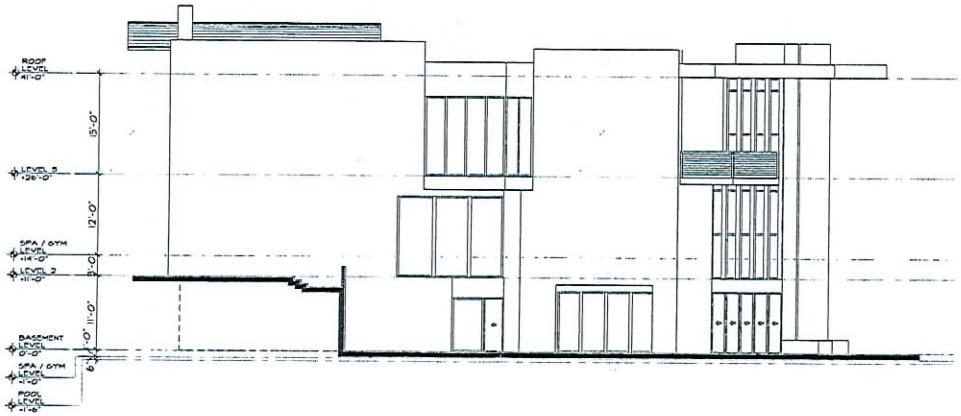


2 / 4-A302 EAST ELEVATION - CLUBHOUSE



2 / 4-A302 SOUTH ELEVATION - CLUBHOUSE

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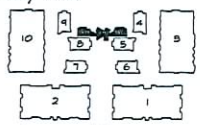
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

North and South Elevation

Project 0615.11.4.01
Date APRIL 14, 2007
Drawn by
Checked by MP

Drawing Number

4-A302

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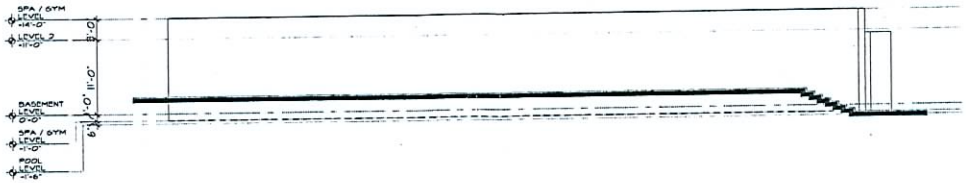

1 / 4-A501 WEST ELEVATION - GYM



2 / 4-A501 NORTH ELEVATION - GYM

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702.240.2469

SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

East and West Elevation

Project 0615.1174.01
Date APRIL 14, 2007
Drawn by
Checked by

Drawing Number
4-A303

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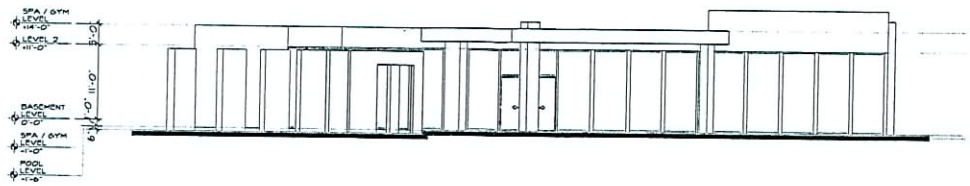
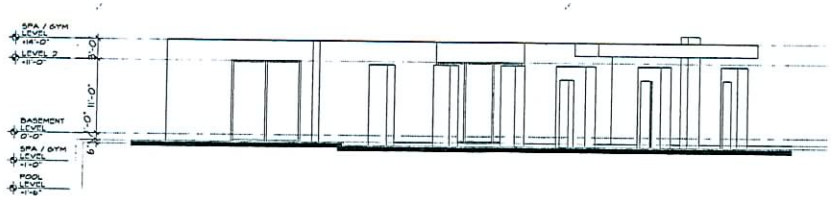


2 / 4-A302 EAST ELEVATION - GYM

Graphic Scale 1/8"=1'-0"



2 / 4-A302 SOUTH ELEVATION - GYM

Graphic Scale 1/8"=1'-0"

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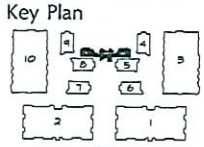
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

North and South Elevation

Project 06/5 1174.01
Date APRIL 19, 2007
Drawn by
Checked by MP

Drawing Number
4-A304

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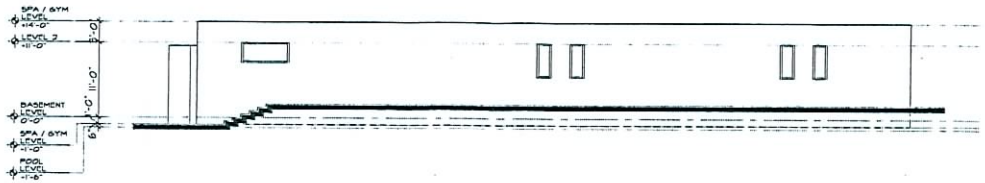
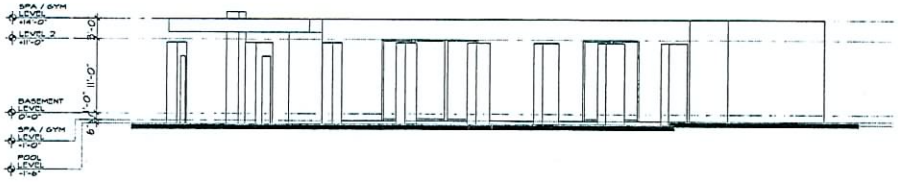
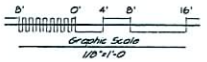


1 / 4-A305 WEST ELEVATION - SPA





2 / 4-A305 NORTH ELEVATION - SPA



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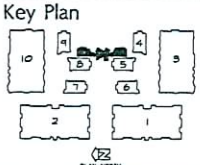
C2 Lofts
9500 Hillwood Dr., Suite 130
Las Vegas, Nevada 89130
702.240.2469

SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

East and West Elevation

Project 0615.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
4-A305

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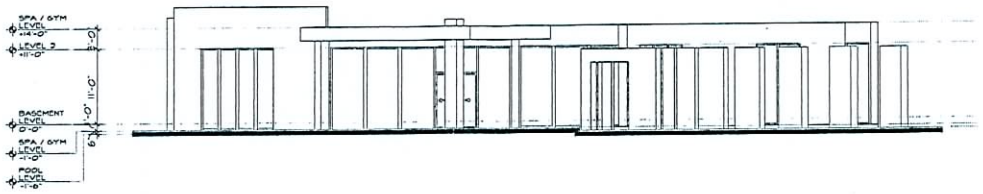
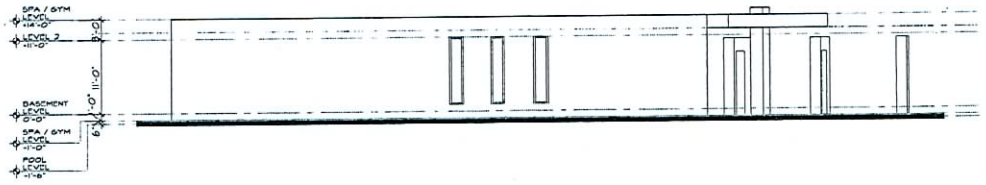


1 / 4-A306 EAST ELEVATION - SPA



2 / 4-A306 SOUTH ELEVATION - SPA

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Exterior Elevations

North and South Elevation

Project 0615.114.01
Date APRIL 14, 2009
Drawn by
Checked by HP

Drawing Number
4-A306

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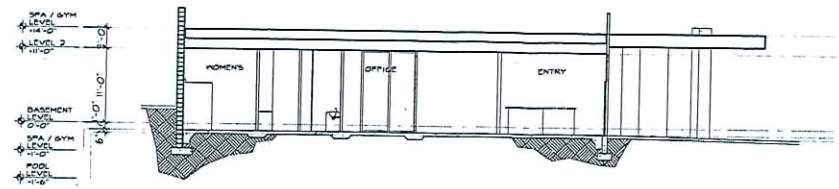
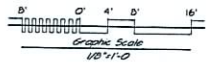


SECTION 1 - GYM

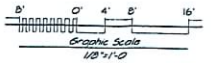
1 / 4-A401





SECTION 2 - GYM

2 / 4-A401



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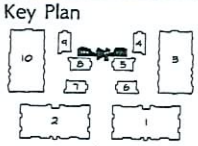
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Sections

Sections 1 & 2

Project 0615.11.14.01
Date APRIL 14, 2007
Drawn by
Checked by HP

Drawing Number

4-A401

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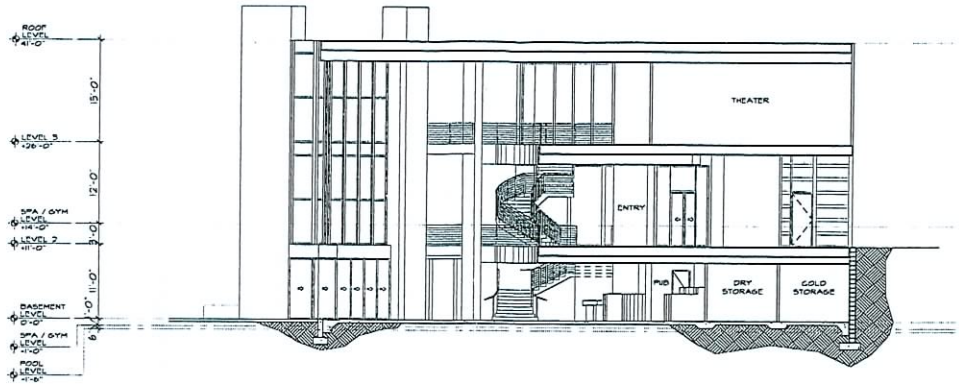

SECTION 3 - CLUBHOUSE

3
4-A402

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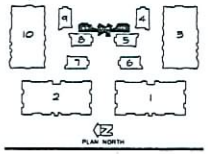
SUP-34339

06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Sections

Sections 3 & 4

Project 0615.1174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number

4-A402

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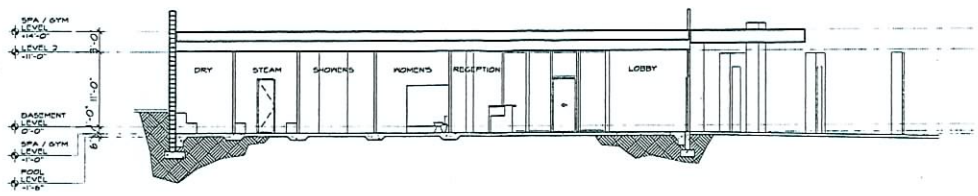
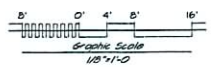
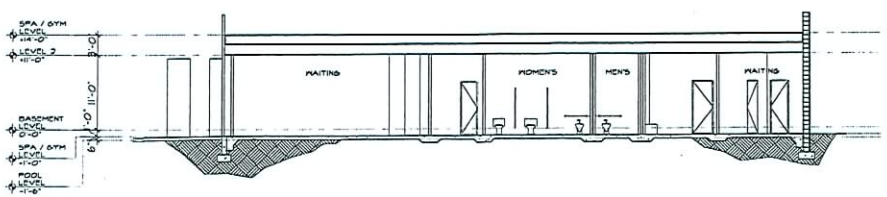
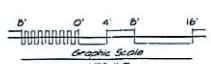


5 / 4-A403 SECTION 5 - SPA





6 / 4-A403 SECTION 6 - SPA



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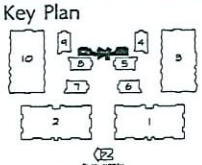
SUP-34339
06/11/09 PC

No.	Date	Revision Description

Key Plan



Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada
Clubhouse
Sections

Sections 5 & 6

Project 06.15.174.01
Date APRIL 14, 2009
Drawn by
Checked by MP

Drawing Number
4-A403

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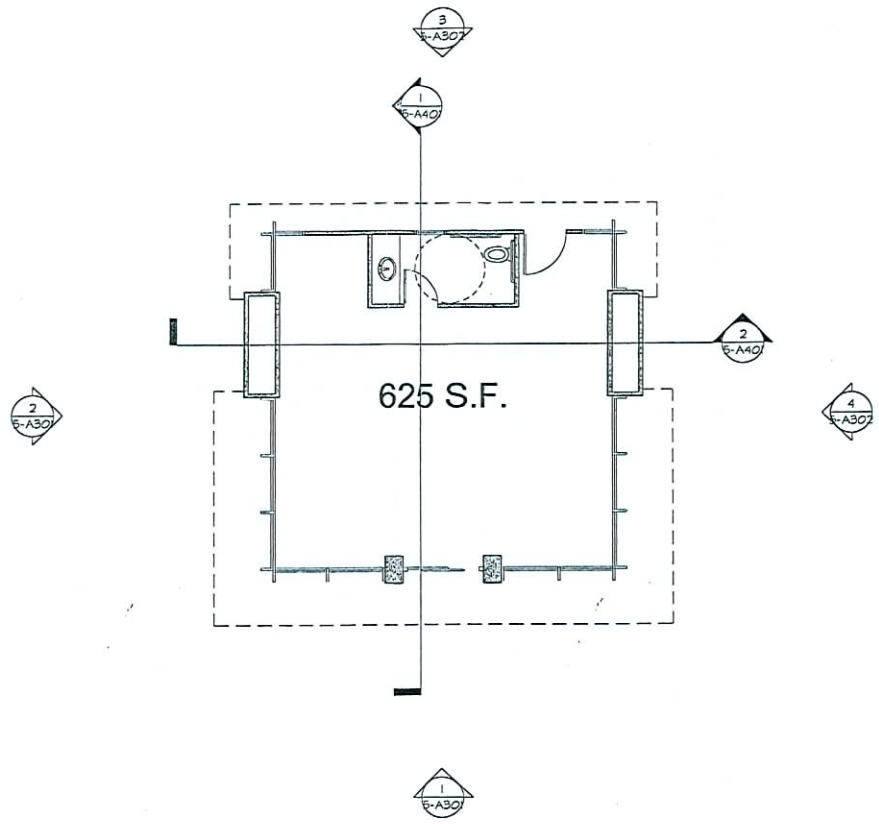

KIOSK FLOOR PLAN
1 5-A201

8' 0' 4' 8' 12'
Graphic Scale
1/8"=1'-0"

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada

Kiosk
Floor Plans

Project 0905.1174.01
Date April 16, 2009
Drawn by
Checked by MP

Drawing Number
5-A201

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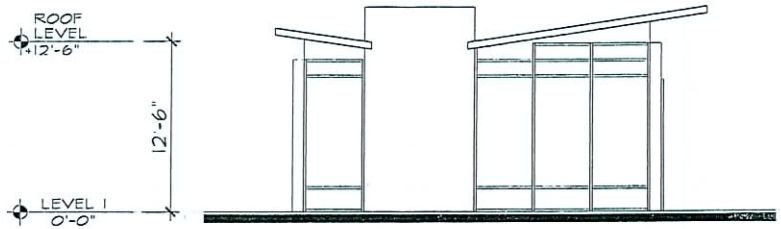
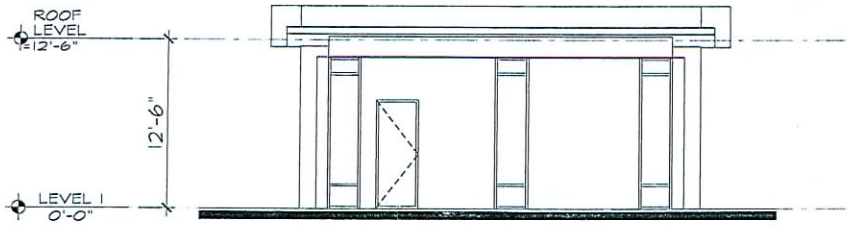
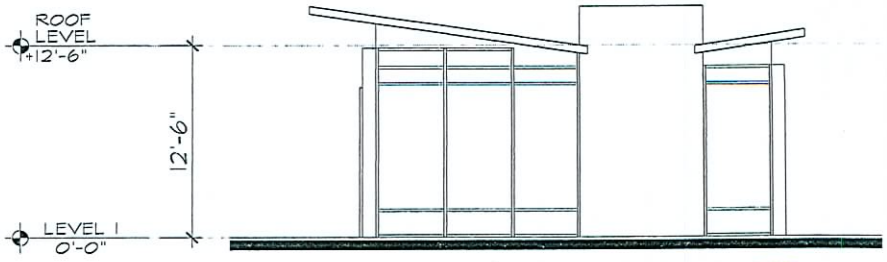
1 / 5-A301 KIOSK ELEVATION 1



2 / 5-A301 KIOSK ELEVATION 2



3 / 5-A301 KIOSK ELEVATION 3



4 / 5-A301 KIOSK ELEVATION 4

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SUP-34339
06/11/09 PC

No.	Date	Revision Description

Upper West Side Mix Use
S.E.C. of Buffalo & Peak
Las Vegas, Nevada

Kiosk
Elevations

Project 0815.1174.01
Date April 14, 2009
Drawn by
Checked by HP

Drawing Number
5-A301

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SUP-34339 - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL
NORTHEAST CORNER OF TRINITY PEAK DRIVE AND BUFFALO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34339 - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL
NORTHEAST CORNER OF TRINITY PEAK DRIVE AND BUFFALO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34339 - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL
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JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34339 - APPLICANT/OWNER: TRINITY PEAK I, LLC, ET AL
NORTHEAST CORNER OF TRINITY PEAK DRIVE AND BUFFALO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

Development Investment Brokerage

Douglas L. Crook & Associates

COMMERCIAL REAL ESTATE

April 28, 2009

Mr. Peter Lowenstein
Current Planning- Planning & Development
City of Las Vegas
731 Fourth Street
Las Vegas, NV 89101

Subject: Las Vegas Tech Park II by C2 Lofts
Special Use Permit

RECEIVED
APR 28 2009

Dear Mr. Lowenstein:

On behalf of the applicant, C2 Lofts, we respectfully request review and approval of the attached application for Special Use Permit. We received a special use permit (9436) approval (enclosed) for this project in the past, but it has since expired. The SUP submittal is being submitted in conjunction with a request for extension of time for Site Development Plan (21608), for the subject site, located within the Las Vegas Tech Center, fronting of Buffalo Drive and bordered by Trinity Peak Avenue, Fire Mesa Street and Peak Drive. Consisting of approximately 21.2 acres within Ward 4, this portion of the Tech Center is zoned C-PB with a land use designation of LI/R for which the applicant is proposing a mixed-use development of commercial and multi-family.

Six main buildings are comprised of 436 residential units and approximately 57,772 square feet of commercial space and a seventh building is an ancillary 26,217 square foot fitness and recreation center for the residents. The commercial elements are provided on the first "occupy-able" floors of two buildings that front Buffalo Drive, the project's main entry.

The commercial uses, while not specifically defined at this point in the design process, are planned to be uses that are compatible with the new urban design concept and low-maintenance lifestyle planned as central theme for the residences. Should additional applications be required for specific uses, it is the applicant's intent to make application for a specific use as soon as it is identified.

Mixed use will serve as an appropriate buffer between the more intense commercial uses planned in the Tech Center and the adjacent residential homes. This type of housing coupled with commercial uses will be attractive to the employment bases of the Tech Center, thus creating the possibility for less traffic at peak hours and encouraging pedestrian-oriented retail and service opportunities.

SUP-34339
06/11/09 PC

5275 S. Durango Dr. • Las Vegas, NV 89113 • (702) 851-3989

While the site generally conforms to the mixed use standards for a C-PB-zoned project set forth in Title 19, several unique design and site conditions require special consideration, and we therefore request the following waiver:

Request: To allow a portion of the commercial elements to front along the interior drive plaza and the site's exterior.

Code Standard 19.04.040.C3.a: "The non-residential use shall be located at the ground level fronting the primary right-of-way, and the primary entryway to that use shall be directly from and oriented to a street…"

Justification: While the site is designed to conform to this standard in spirit, existing physical conditions and the preferred site design, orient the commercial uses in a slightly different manner. The commercial uses are located in the two buildings that face Buffalo Drive, where the main project entrance is located. An existing easement requires the buildings to be set back from the property line further than in a typical commercial development. In this increased setback area surface parking and a two-way drive aisle are provided. While in the front portion of these buildings, some commercial entrances are planned to be located on the side of these buildings. These entrances will have directly adjacent parking and will not negatively impact the residential element of the site. The residences are located on the upper floors of the these two building or on another area of the site. The intent of the project is not to create a "strip mall" next to a condominium development, but to create a fully integrated and usable mixed-use neighborhood.

Further details relating to this unique project are depicted on the accompanying plans. This project has received the necessary Tech Center Architectural Review Committee approval. We look forward to presenting this item at the June 11, 2009, Planning Commission meeting. Please contact our office if you have any question or comments during your review.

Sincerely,

Douglas L. Crook

cc: J. Christopher Stuhmer

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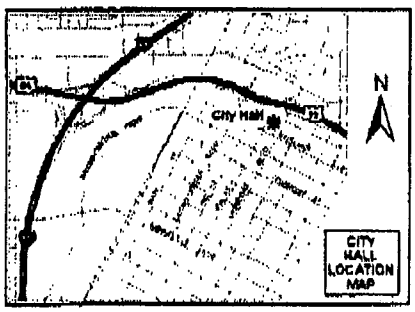
APR 28 2009

SUP-34339
06/11/09 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

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-34339

Planning Commission Meeting of 6/11/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
MAILED FROM ZIP CODE

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JUN 05 2009

Case: SUP-34339
13816712024
EVERT ALLEN H & AGNES M
7609 HACKENSACK CT
LAS VEGAS NV 89128-7265

Submitted after final agenda

Date 6/5/09 Item 38P

CAVOS11 89128

Jun 05 2009 3:15PM HP LASERJET FAX p.1

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

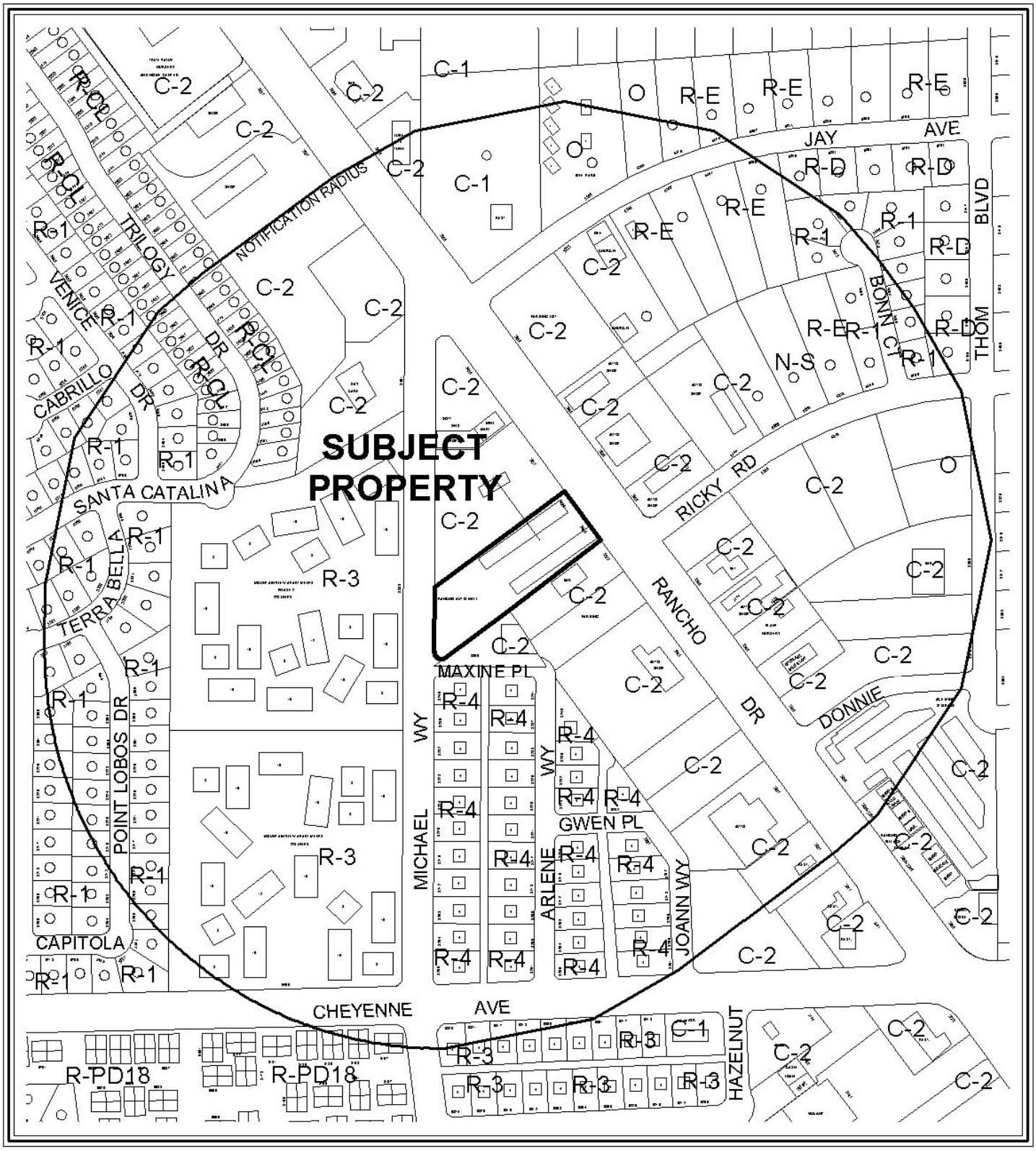
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34267 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WAYNE HIGDON - OWNER: LES AND STANLEY QUOCK - Request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MAJOR at 3425 North Rancho Drive, Suite #120 (APN 138-12-801-002), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

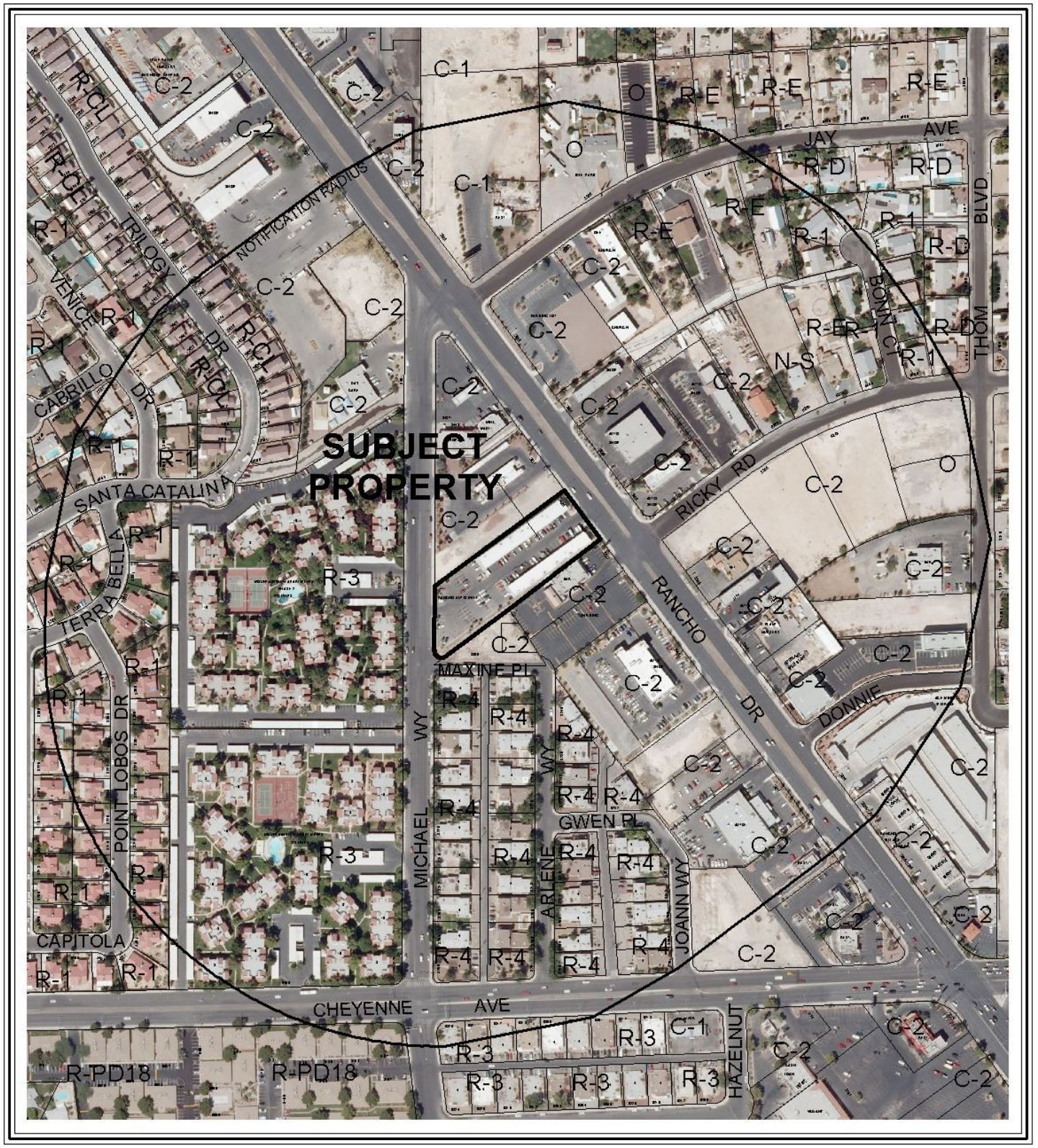
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 35



CASE: **SUP-34267**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-34267**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34267 - APPLICANT: WAYNE HIGDON - OWNER: LES AND STANLEY QUOCK

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Repair Garage, Major use, including parking requirements.

2. Conformance to the conditions for Site Development Plan Review (SD-0016-98), 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. 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 a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

5. 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 an Auto Repair Garage, Major use at 3425 N. Rancho Drive, Suite #120. The applicant proposes to convert an existing 2,560 square-foot Auto Repair Garage, Minor use to an Auto Repair Garage, Major use. The proposed use is appropriate at this location, as it is harmonious and compatible with existing surrounding land uses and meets all applicable parking requirements; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/11/98	The Planning Commission approved a Site Development Plan Review (SD-0016-98) for a 15,660 square-foot auto repair facility on property located on the west side of Rancho Dive approximately 1350 feet north of Cheyenne Avenue.
09/23/04	A deed was recorded for a change of ownership at 3405 and 3425 N. Rancho Drive.
08/16/06	The City Council approved a Special Use Permit (SUP-13876) for an Auto Repair Garage, Major at 3425 North Rancho Drive, Suite #180. The Planning Commission and staff recommended approval of the request.
12/03/08	The City Council approved a Special Use Permit (SUP-29936) for an Auto Repair Garage, Major at 3405 North Rancho Drive, Suite #170. The Planning Commission and staff recommended approval of the request.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #35/bts).
Related Building Permits/Business Licenses	
02/14/00	A Building Permit (#2658) was issued for a certificate of completion at 3405 N. Rancho Drive. The permit was finaled on 08/02/00.
02/14/00	A Building Permit (#2659) was issued for a certificate of completion at 3425 N. Rancho Drive. The permit was finaled on 08/02/00.
08/04/00	A Building Permit (#14606) was issued for a non-work certificate of occupancy at 3425 N. Rancho Drive, Suite #120. The permit was finaled on 08/17/00.
06/14/05	A Business License (#G02-00698) was issued for a garage – minor auto repair at 3425 N. Rancho Drive, Suite #120. The license was reclassified on 03/16/05 from G03-02334. The license is currently active.

Details of Application Request	
Site Area	
Net Acres	1.67 acres

Pre-Application Meeting	
03/30/09	The Planning and Development Department met the applicant and reviewed the requirements for a Special Use Permit application for an Auto Repair Garage, Major use. • Staff discussed other Auto Repair Garage, Minor and Major uses on the subject site. • Staff discussed compatibility with adjacent land uses. • Staff discussed minimum Special Use Permit requirements.
Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held.	
Field Check	
05/07/09	A field check was completed on the indicated date. The following items were noted and reported to Code Enforcement: • Numerous non-permitted temporary signs (banners) were noted on the north façade of the building; a non-permitted wooden advertising sign was noted within the landscape buffer fronting Rancho Drive. • Vehicles for sale were noted on display within the rear parking lot area fronting Michael Way. • The landscape planters along the north, south and west perimeters of the property were missing all required shrubs shown on the approved landscape plans.

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Center	GC (General Commercial)	C-2 (General Commercial)
North	Retail	GC (General Commercial)	C-2 (General Commercial)
South	Retail	GC (General Commercial)	C-2 (General Commercial)
East	Retail	GC (General Commercial)	C-2 (General Commercial)
West	Apartments	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			
A-O Airport Overlay District (70-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

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	
Auto Repair Garage, Major	7,680 SF	5 + 1:200 SF	44	2	30	2	N
Auto Repair Garage, Minor	3,200 SF	5 + 1:200 SF	21	2	32	2	N
Auto Parts (Accessory Installation)	1,280 SF	5 + 1:200 SF	12		10		N
Building Maintenance Sales and Service	1,280 SF	1:300 SF	5		8		N
Custom & Craft Work	2,560 SF	1:500 SF	6				N
TOTAL	16,000 SF		88		76		N

ANALYSIS

The applicant proposes to convert an existing 2,560 square-foot Auto Repair Garage, Minor to an Auto Repair Garage, Major use. The proposed Auto Repair Garage, Major use is located within an existing two building 16,000 square-foot commercial development. The overall development was approved as a part of Site Development Plan Review (SD-0016-98).

The proposed use fails to provide adequate parking pursuant to Title 19.10. However, the original Site Development Plan Review (SD-0016-98) required only 75 spaces where 76 were provided. As such, the development is parking impaired and would not require a Variance. The proposed Auto Repair Garage, Major utilizes the same parking standard as the existing Auto Repair Garage, Minor use, thus having no effect on current parking totals.

The existing Auto Repair Garage, Minor has been in operation since 06/14/05. There are currently three existing business licenses for Auto Repair Garage, Major uses on the subject site. The subject site contains similar uses and does not intensify the parking requirements set forth by the approved Site Development Plan Review (SD-0016-98). Staff finds that the proposed use is

harmonious and compatible with the surrounding land uses. Therefore, staff recommends approval of the subject request.

USE

Title 19.04 defines the Auto Repair Garage, Major use as: A facility for the repair or recondition of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use in includes a facility which performs any repairs to vehicles with a gross weight over 10,000 pounds.

This application meets all of the Title 19.04 requirements for a proposed Auto Repair Garage, Major use. The subject site is an appropriate location, as its intended use was that of an automotive repair facility pursuant to Site Development Plan Review (SD-0016-98). Staff finds the proposed use to be harmonious and compatible with the surrounding land uses on site. Therefore, staff recommends approval of the subject request.

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 applicant has conducted an Auto Repair Garage, Minor business within the subject commercial center since 2005 without major incident or disturbance to the surrounding area. Staff finds that the proposed Auto Repair Garage, Major use can be conducted at the subject location in a manner that is harmonious and compatible 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 subject site is suitable for the type and intensity of the proposed land use. The existing uses within the subject complex are compatible with the proposed 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."**

   Primary access to the site is from Rancho Drive, which is designated by the Master Plan of Streets and Highways as a 100-foot Primary Arterial. This roadway will not be adversely impacted by the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The site is subject to City of Las Vegas inspections, as well as the International Building Code, therefore public health and safety and welfare will not be adversely impacted by this proposed use.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use meets all minimum Title 19.04 Special Use Permit requirements for an Auto Repair Garage, Major use.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

ASSEMBLY DISTRICT 1

SENATE DISTRICT 4

NOTICES MAILED 182 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-34267** APN: 138-12-801-002

Name of Property Owner: Les Quock and Stanley Quock

Name of Applicant: Wayne H Higdon

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: _____

Print Name: Stanley Quock

Subscribed and sworn before me

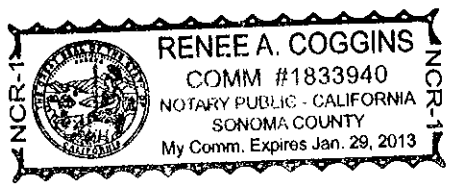
This _____ day of _____, 20____

_____

Notary Public in and for said County and State

State of California
County of Sonoma

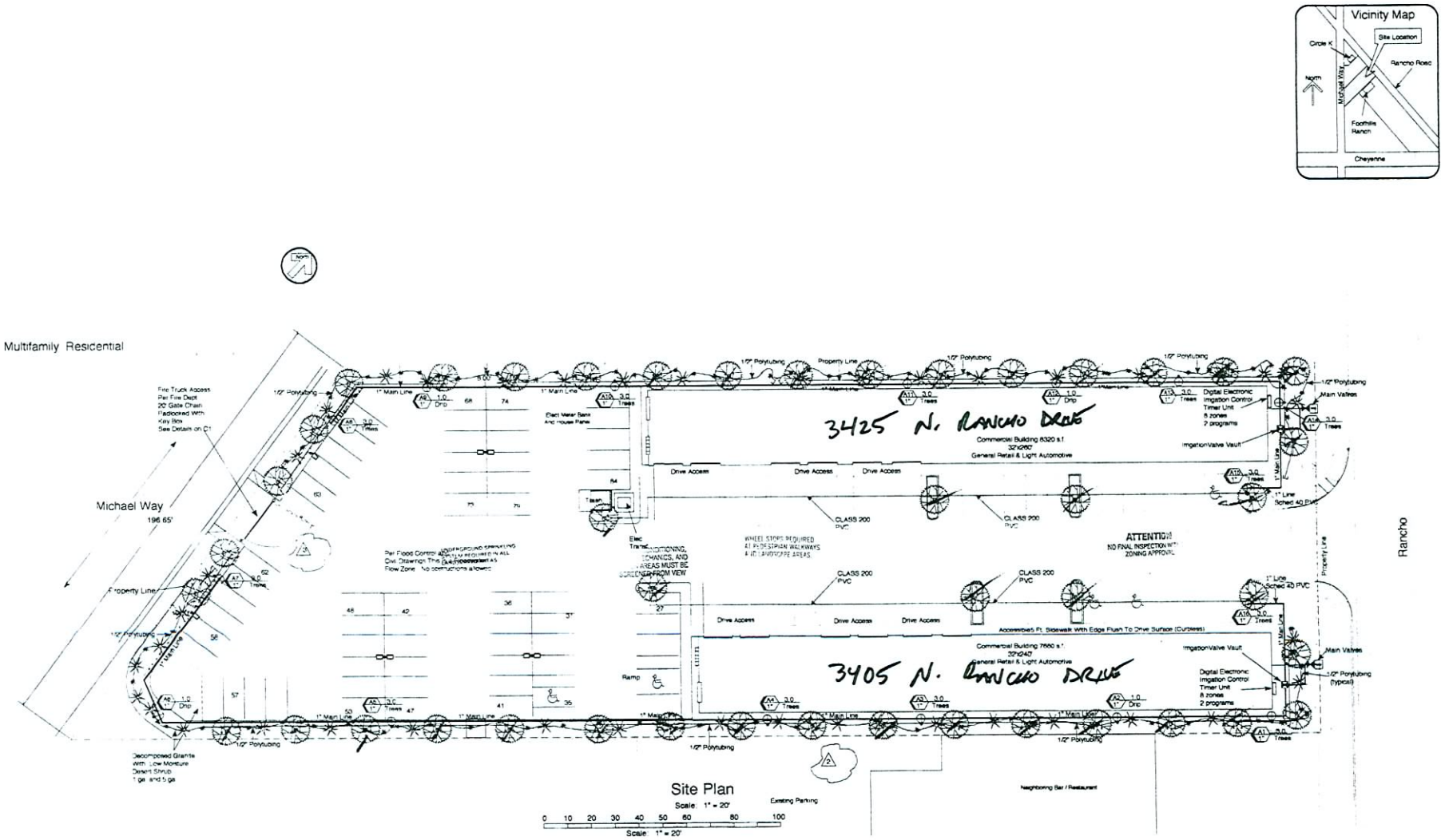
Subscribed and sworn to (or affirmed) before me on this 17th day of April, 2009 by Stanley Quock, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Renée A Coggins

SUP-34267
06/11/09 PC



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06/11/09 PC

D. W. STRAIT
Architecture & Planning
AIA
Las Vegas, Nv 89107 - Tel (702) 657-

Rancho Auto Mall Office /Warehouse
Rancho Drive @Michael Way
Las Vegas, Nevada
Owners Tom & Robert Horto Tel: 341-6335

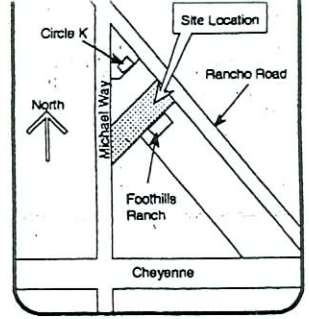
Site Plan

Rev #	Description	Date
1	Back Lot Revision Per Civil 10/7/99	RSS
2	Added Trees at South Side 1/18/00	RSS
3	Added Gate Reference 1/18/00	DWS

RAND DAVID STRAIT
ARCHITECT
NO. 2647
JAN 18 2000
STATE OF NEVADA

Date 1/18/00
Job No. 9808
Scale
Drawn RSS
Designed RSS
Checked DWS
Sheet:

SUP-34267
06/11/09 PC



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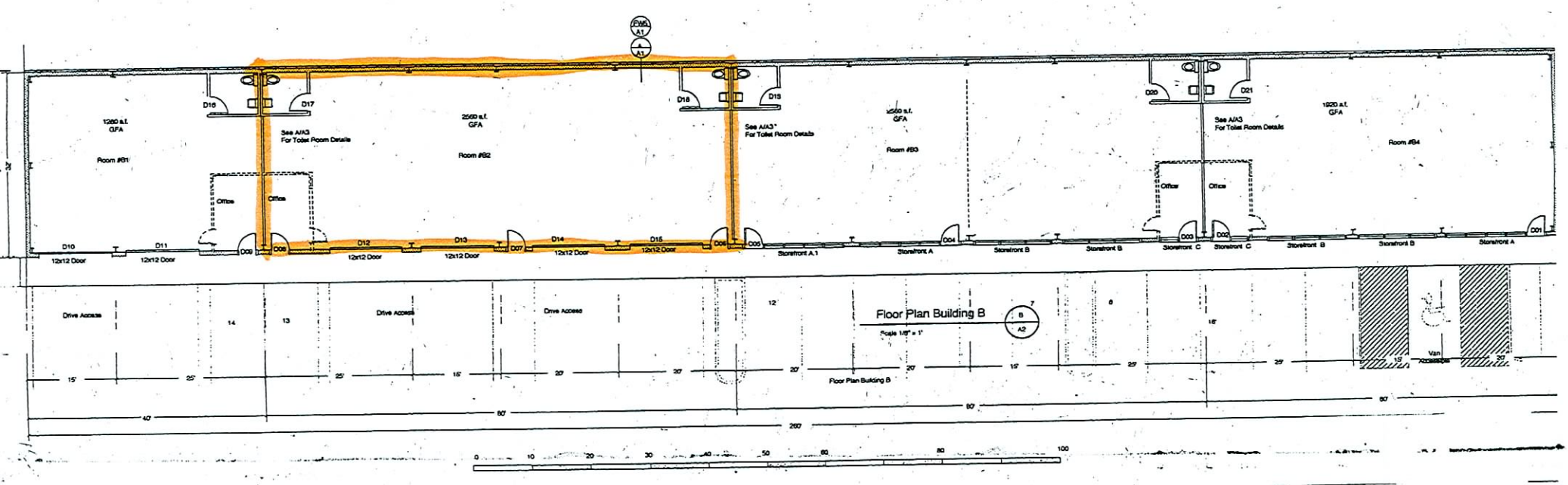

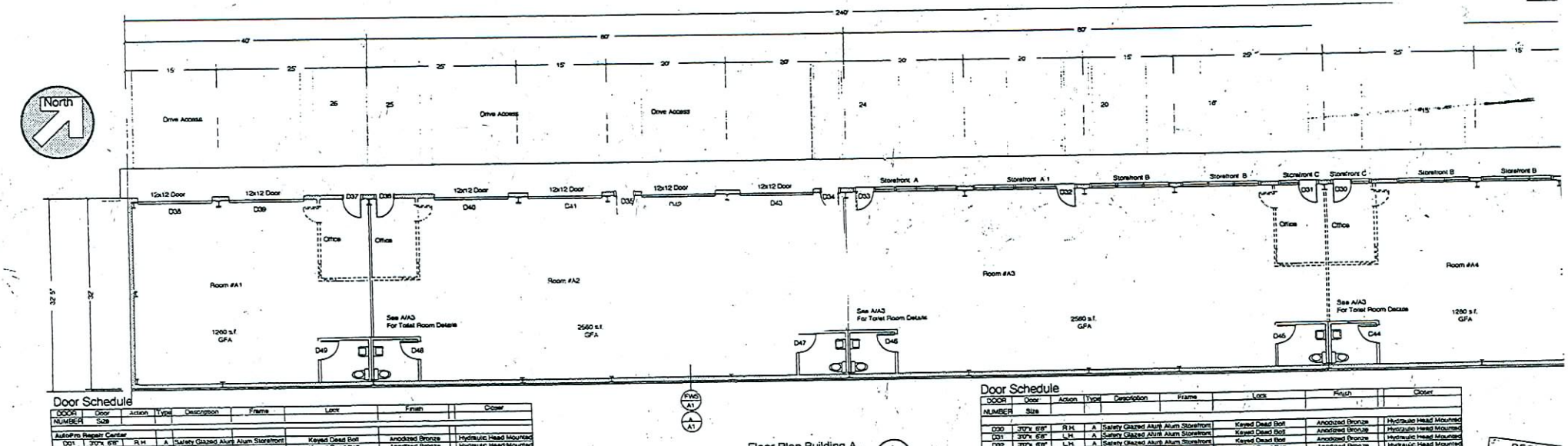

Door Schedule

DOOR NUMBER	Door Size	Action	Type	Description	Frame	Lock	Finish	Closer
AutoPro Repair Center								
D01	3'0"x 6'8"	R.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted
D02	3'0"x 6'8"	L.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted
D03	3'0"x 6'8"	R.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted

Door Schedule

DOOR NUMBER	Door Size	Action	Type	Description	Frame	Lock	Finish	Closer
D30	3'0"x 6'8"	R.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted
D31	3'0"x 6'8"	L.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted
D32	3'0"x 6'8"	L.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted
D33	3'0"x 6'8"	R.H.	A	Safety Glazed Alum Alum Storefront		Keyed Dead Bolt	Anodized Bronze	Hydraulic Head Mounted



SUP-34267 - APPLICANT: WAYNE HIGDON - OWNER: LES AND STANLEY QUOCK
3425 NORTH RANCHO DRIVE, SUITE #120
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34267 - APPLICANT: WAYNE HIGDON - OWNER: LES AND STANLEY QUOCK
3425 NORTH RANCHO DRIVE, SUITE #120
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

Dad's Garage
Auto Repair

3425 N. Rancho rd
Las Vegas, Nevada 89130
702-880-0992

To whom it may concern,

I have operated Dad's Garage Auto Repair from August of 2001 to Present at 3425 N. Rancho suit #120 thru #140 (2560 square Feet) under City of Las Vegas Business License G02-00698-2-099379 Minor Auto Repair. I would like to change my Business License to G03 Major Auto Repair so my shop can repair and/or install engines, transmissions and differentials. No waivers are needed for this request.

Thank You,

Wayne H. Higdon
President Dad's Enterprises Inc.

Dad's Garage
Auto Repair
3425 N. Rancho rd
Las Vegas, Nevada 89130
702-880-0992

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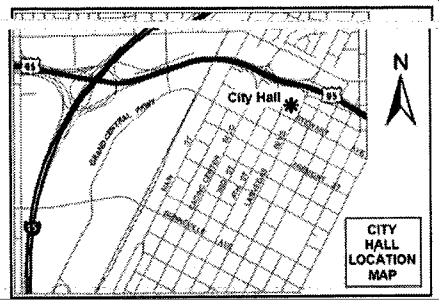
APR 23 2009

SUP-34267
06/11/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 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-34267
City Council Meeting of 7/15/2009

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CITY CLERK
2009 JUL -7 A 10:44

FLORES JOSE E & CHRISTINA Q
7541 ISLEY AVE
LAS VEGAS NV 89147-4001

APN#13812812002

EAVOP11 89147

07/06/2009 10:51 FAX 702 366 9413 BARTSAS REALTY 002/003

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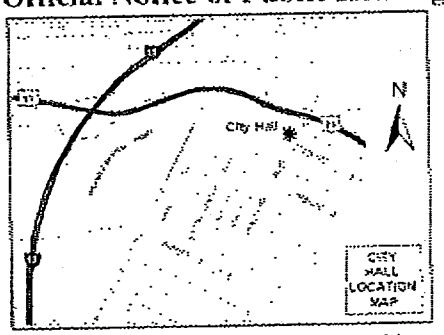

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-34267

ity Council Meeting of 7/15/2009

BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#13812301016

EAVDP11 89106

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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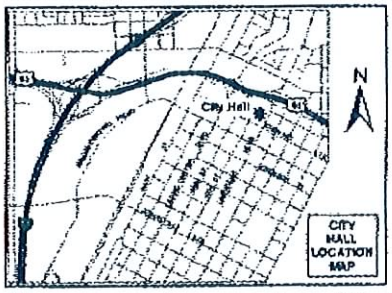

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-34267
Planning Commission Meeting of 6/11/2009

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Case: SUP-34267
13812710097
AHMAD INVESTMENTS & HOLDING LLC
9008 GREENSBORO LN
LAS VEGAS NV 89134-0500

CAUDS11 89134

05/30/2009 21:56 7024582436 SHAMOUN AHMAD PAGE 02/02

35 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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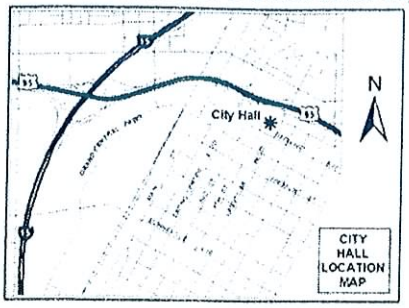

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34267

Planning Commission Meeting of 6/11/2009

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Case: SUP-34267

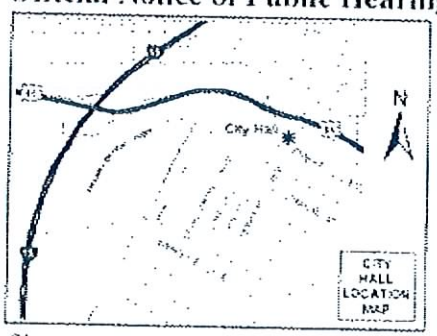
13812710049
WASLESKY JACK W & THERESA M
5301 JAY AVE
LAS VEGAS NV 89130-3101

CAUOP11 89130

35 P

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

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SUP-34267

Planning Commission Meeting of 6/11/2009

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13812301016 Case: SUP-34267
BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

CAVDP11 89106

35A

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

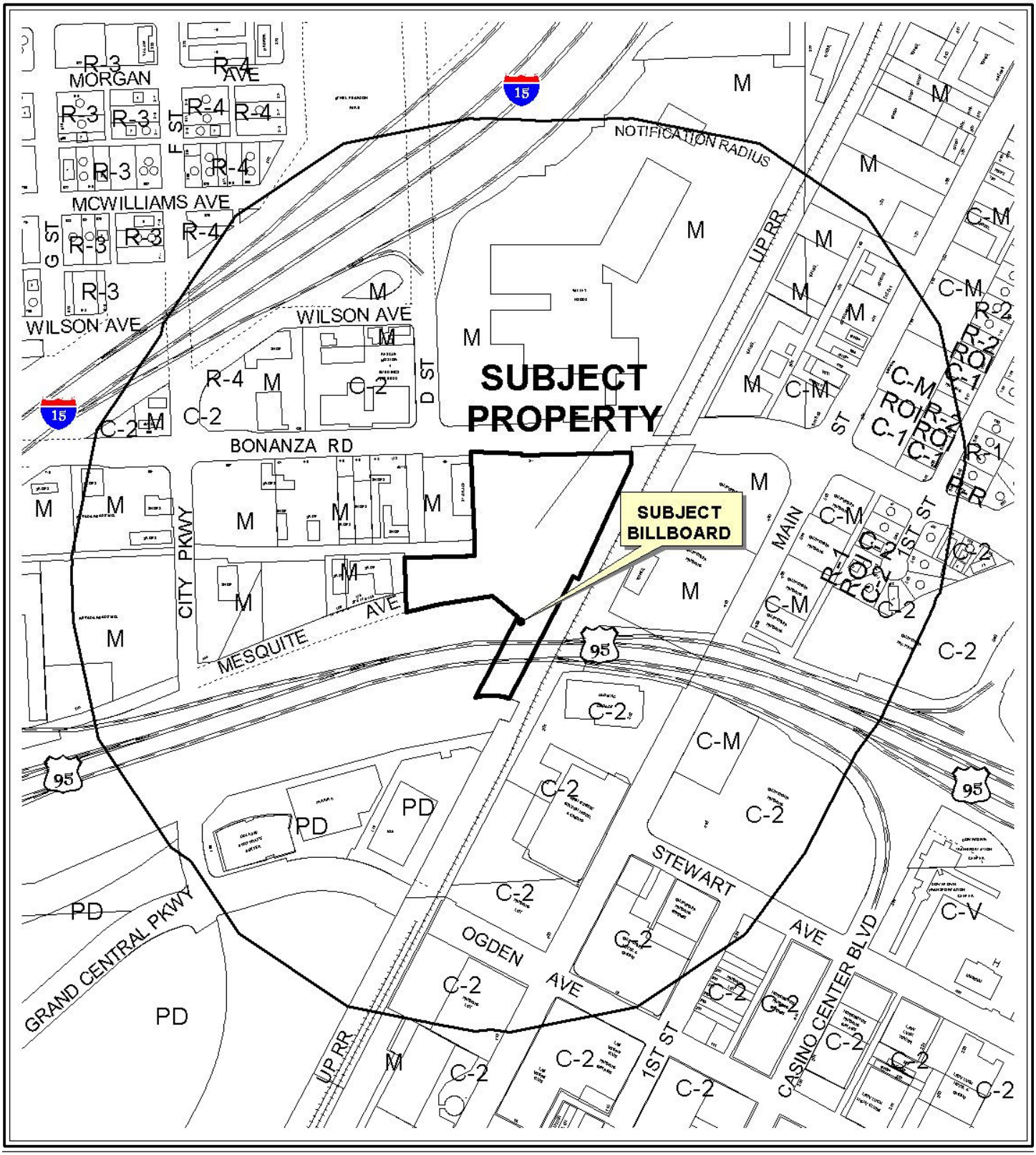
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-34324 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC - Required Review of a previously approved Variance (V-0046-92) WHICH ALLOWED A 14-FOOT X 48-FOOT OFF-PREMISE ILLUMINATED SIGN 690 FEET FROM ANOTHER EXISTING OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION ALLOWED on 5.28 acres on the north side of U.S. 95, between Bonanza Road and Grand Central Parkway, 150 west of the centerline of the Union Pacific Railroad tracks (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for V-0046-92(4)
6. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 6



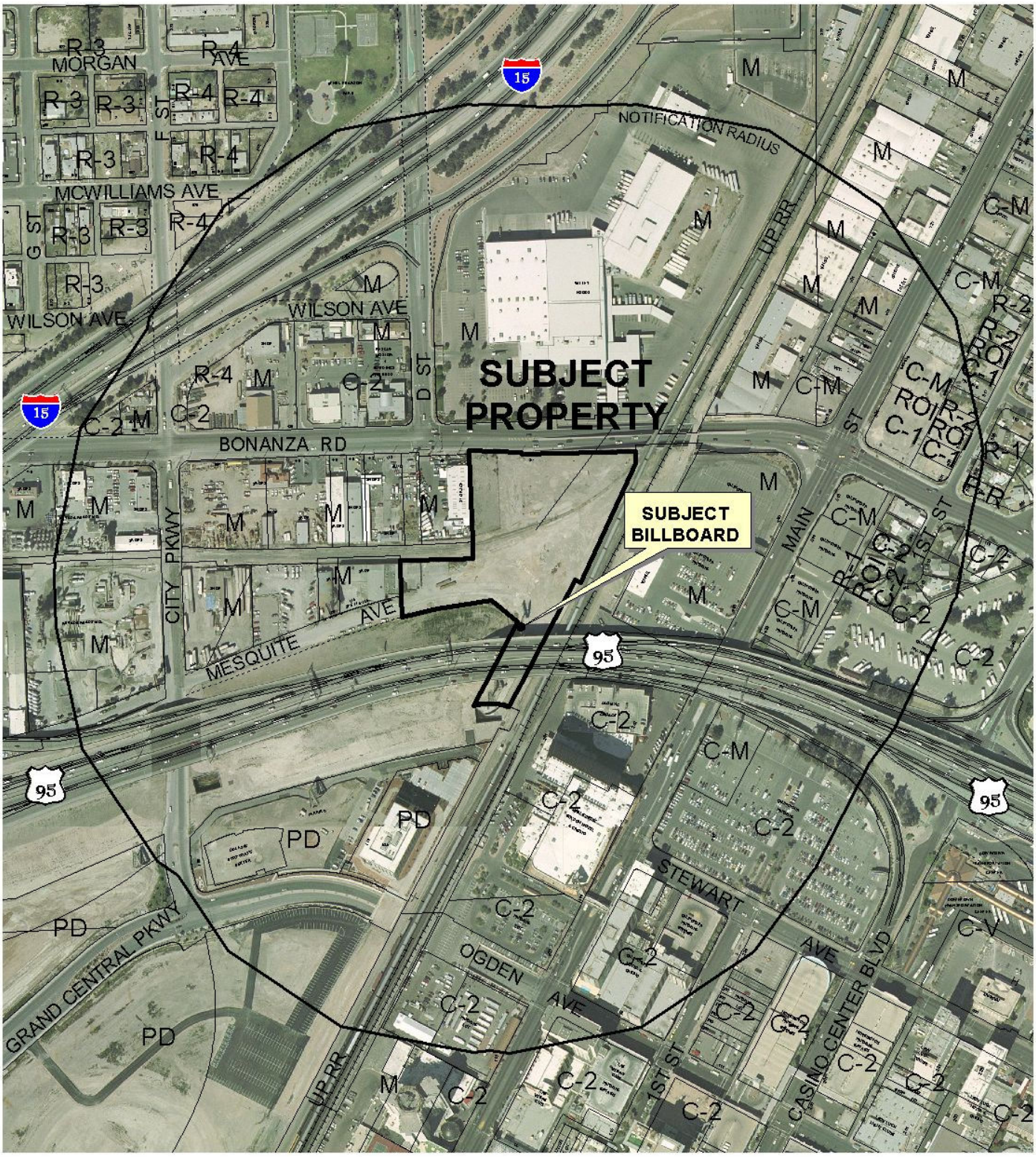
0 400 800 Feet

CASE: **RQR-34324**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

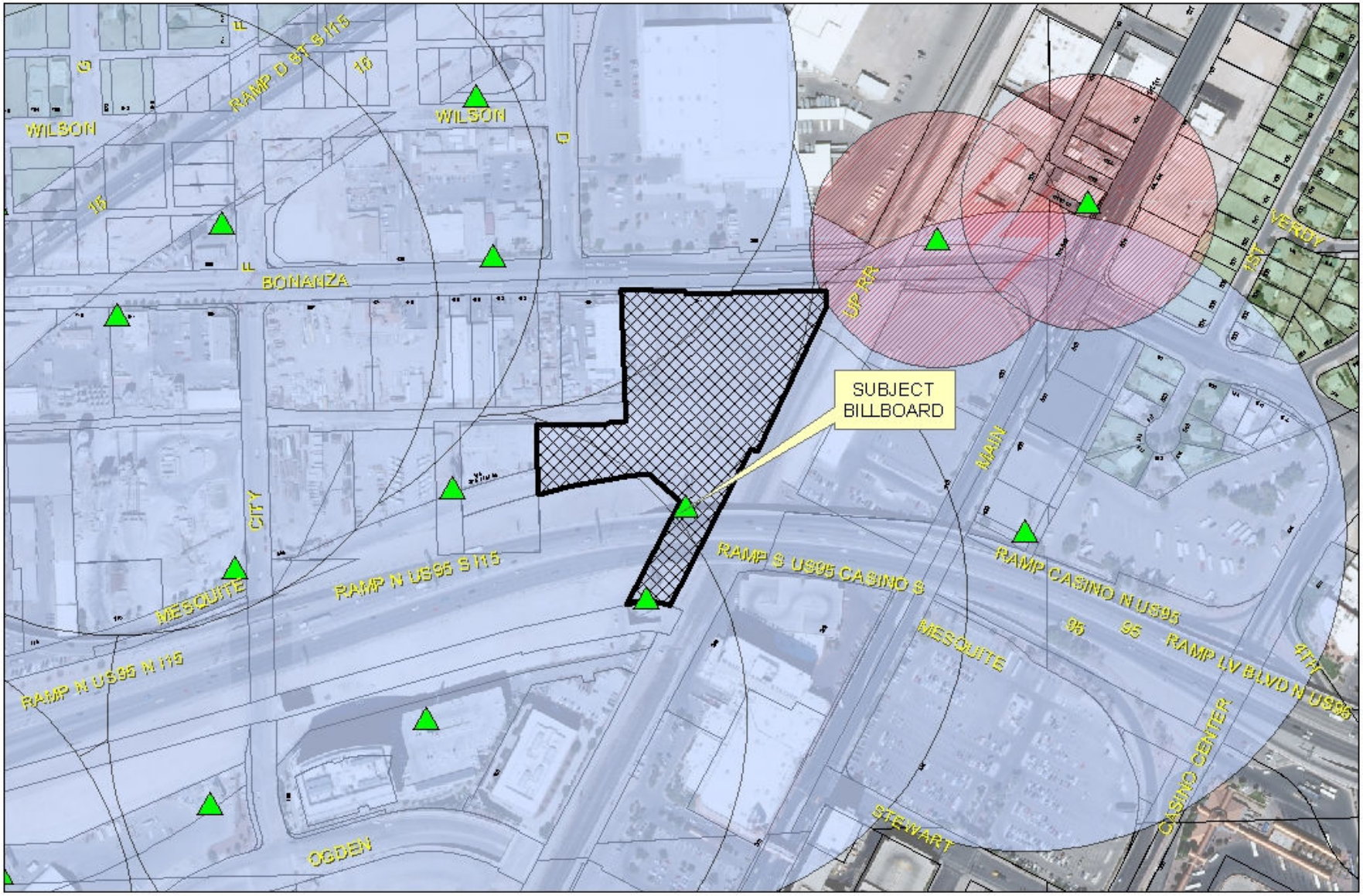


CASE: **RQR-34324**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 400 800 Feet



RQR-34324

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
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-34324 – APPLICANT- CBS OUTDOOR, INC. - OWNER: CITY PARKWAY IV A, INC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Variance (V-0046-92).

2. This Variance shall be placed on an agenda closest to May 20, 2012 at which time the City Council may required the Off-Premise 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 Sign is removed.

3. The Off-Premise 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 Sign.

4. All Graffiti is to be removed from the sign/structure within 30 days of final approval by the City of Las Vegas.

5. The existing Off-Premise Sign is voluntarily demolished, this Variance (V-0046-92) 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.

6. 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 Review of a previously approved Variance (V-0046-92), which allowed a 14-foot by 48-foot Off-Premise Sign 690 feet from another existing Off-Premise Sign where 750 feet is the minimum separation allowed on 5.28 acres on the north side of U.S. 95, between Bonanza Road and Grand Central Parkway, 150 west of the centerline of the Union Pacific Railroad tracks.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/20/92	The City Council approved a Variance (V-0046-92) to allow a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where a 750-foot minimum separation is required. The Board of Zoning Adjustment and staff recommended denial of the request.
05/27/97	The City Council approved a Required Five Year Review [V-0046-92(1)] of an approved Variance (V-0046-92), which allowed a 14-foot by 48-foot Off-Premise Sign 690 feet from an existing Off-Premise Sign where 750 feet is the minimum distance separation required on property located on the north side of Oran K. Gragson Highway (U.S. 95) between Bonanza Road and Grand Central Pkwy, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Board of Zoning Adjustment recommended denial, but staff recommended approval of the request.
07/12/99	The City Council approved a Required Two Year Review [V-0046-92(2)] of an approved Variance (V-0046-92), which allowed a 14-foot by 48-foot Off-Premise Sign 690 feet from an existing Off-Premise Sign where 750 feet is the minimum distance separation required on property located on the north side of Oran K. Gragson Highway (U.S. 95) between Bonanza Road and Grand Central Pkwy, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Board of Zoning Adjustment and staff recommended approval of the request.
12/20/00	The City Council approved a Required 16 month Review [V-0046-92(3)] of an approved Variance (V-0046-92) to allow a 14-foot by 48-foot Off-Premise Sign 690 feet from an existing Off-Premise Sign where 750 feet is the minimum separation distance required on property located on the north side of Oran K. Gragson Highway (U.S. 95) between Bonanza Road and Grand Central Pkwy, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval of the request.

04/03/02	The City Council approved a Required One Year Review [V-0046-92(4)] of an approved Variance (V-0046-92), which allowed a 14 foot x 48 foot Off-Premise Sign 690 feet from an existing Off-Premise Sign where 750 feet is the minimum distance separation allowed on the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval of the request.
06/04/03	The City Council approved a Required One Year Review (RQR-1909) of an approved Variance (V-0046-92), which allowed a 14-foot by 48-foot Off-Premise Sign 690 feet from an existing Off-Premise Sign where 750 feet is the minimum distance separation allowed adjacent to the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval of the request.
06/08/06	The Planning and Development Department administratively approved a Director's Business (DIR-14084) item to allow an electronic message unit to be installed within an existing Off-Premise Sign adjacent to the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks.
08/16/06	The City Council approved a Required One Year Review (RQR-13616) of an approved Variance (V-0046-92) which allowed a 40-foot, 14-foot by 48-foot Off-Premise Sign to be located 690 feet from an existing Off-Premise Sign where 750 feet is the minimum distance separation required adjacent to the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval of the request.
04/25/07	A Code Enforcement complaint (#52600) was processed for illegal billboards at 3131 W. Bonanza Road. The issue was closed by Code Enforcement on 07/31/07.
02/19/08	The Planning and Development Department administratively approved a Site Development Plan Review (SDR-26889) to modify an existing Off-Premise Sign for a digital display adjacent to the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #6/bts).
Related Building Permits/Business Licenses	
07/24/07	A Building Permit (#07002364) was issued for a billboard at 301 W. Mesquite Avenue. The permit was finalized on 07/24/07.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	

Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
05/07/09	A field check was completed on the indicated date. Planning and Development found the following items; • Graffiti on the back of the billboard sign facing east. • Support structure and the other billboard sign were in good condition. • No embellishments were found on the subject sign.

Details of Application Request	
Site Area	
Net Acres	5.28 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land [Proposed Heavy Equipment Storage Lot (SDR-27695)]	MXU (Mixed Use)	M (Industrial)
North	Warehouse	LI/R (Light Industry/ Research)	M (Industrial)
South	R.O.W. (US-95)	R.O.W. (US-95)	R.O.W. (US-95)
East	Union Pacific Railroad	C (Commercial)	C-2 (General Commercial)
West	Warehouse and Retail Buildings	LI/R (Light Industry/ Research)	M (Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown North Land Use Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (175 feet)	X		Y
Trails – (Bonanza Trail)	X		Y
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 public right-of-way	Sign is not located in the public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1, C-2, C-M and M zoning districts only	Sign is located in an 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 672 square feet and 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.	Structural elements of the sign are screened from view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US 95)	Sign is 690 feet from an existing Off-Premise Sign	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or "U" zoned districts	Sign is at least 300 feet from property zoned for residential use	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	Sign is permanently attached to the ground and is not located on property zoned for residential use	Y

ANALYSIS

This is the seventh Required Review of a previously approved Variance (V-0046-92) that allowed a 14-foot by 48- foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign where 750 feet is the minimum distance separation required. A site visit was conducted on 05/07/09 by the Planning and Development Department. The site inspection revealed that there were no embellishments, but found graffiti on the back of the billboard, which faces east. Conditions of approval have been added requiring that the billboard be properly maintained and the graffiti removed within 30 days. The support structure was in good condition. A final inspection on the billboard was completed on 07/24/07.

FINDINGS

The sign is located within an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Conditions in the surrounding area have not changed from the time of the original approval, and there is no adverse impact regarding the continued use of the sign at this time; therefore, staff recommends approval with a review in three-years unless superseded by subsequent action.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 52 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-34324 APN: 139-27-401-031

Name of Property Owner: City Parkway IV A, Inc.

Name of Applicant: CBS Outdoor

Name of Representative: Ryan Arnold

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: Elizabeth N. Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 7 day of May, 20 09

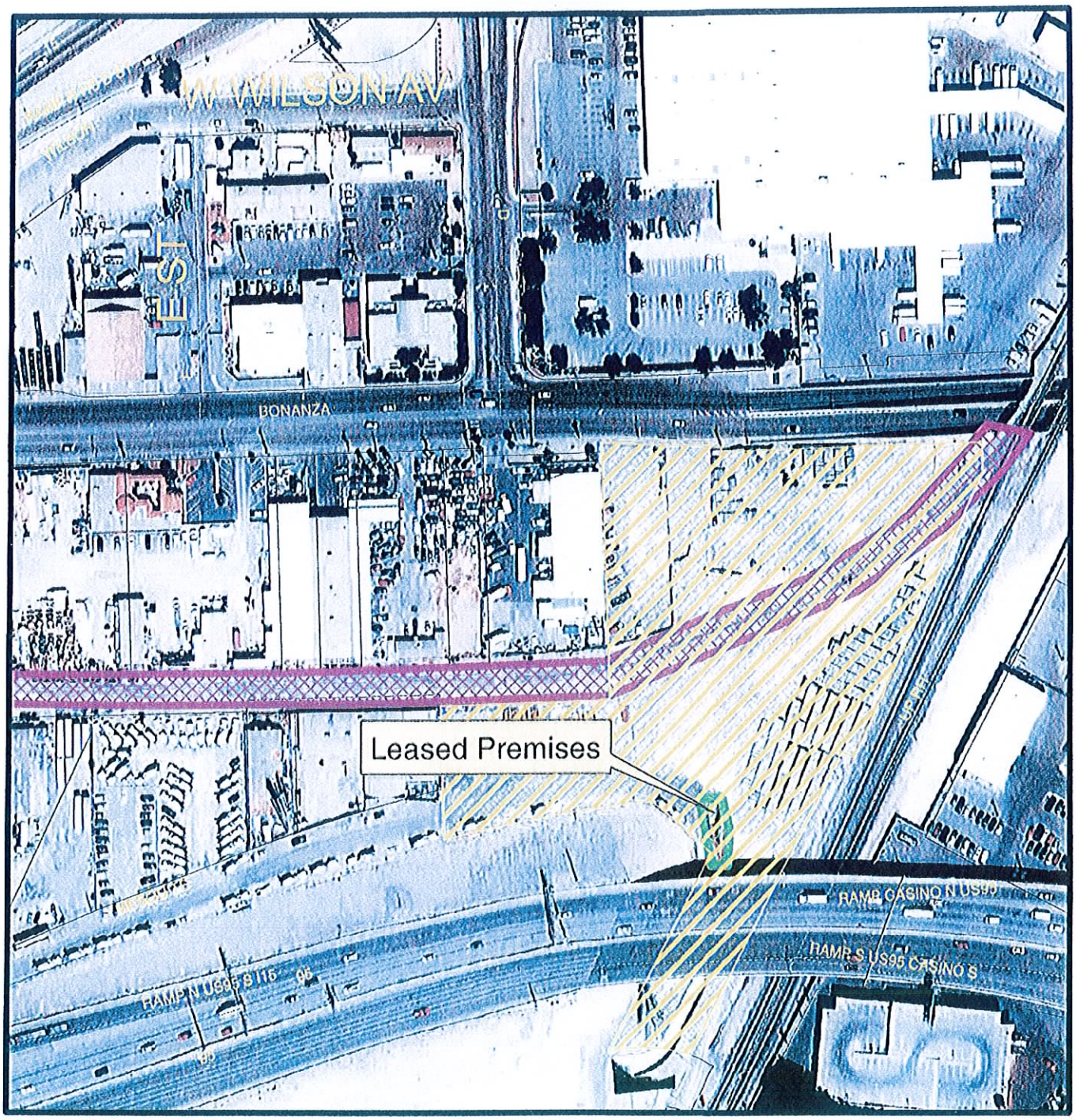
Kim A. Barrera

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

RECEIVED
MAY 12 2009

Exhibit A



Legend

City Parkway IV - A

UP Rail Spur

Billboard Site

APN: 139-27-401-031

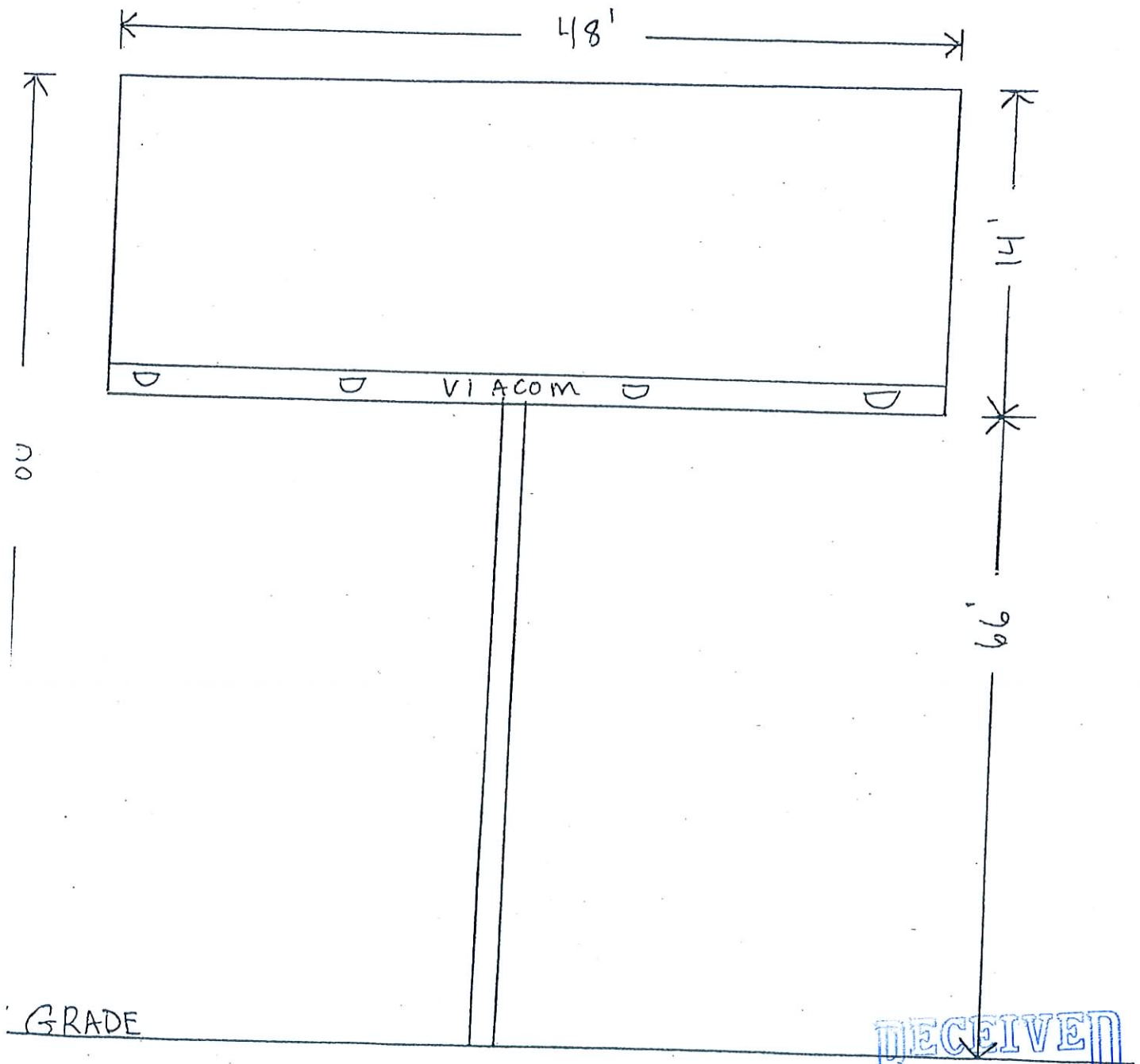
0 105 210 420 Feet

May 28, 2008

RECEIVED
MAY 12 2009

RQR-34324
06/11/09 PC

SIGN ELEVATION

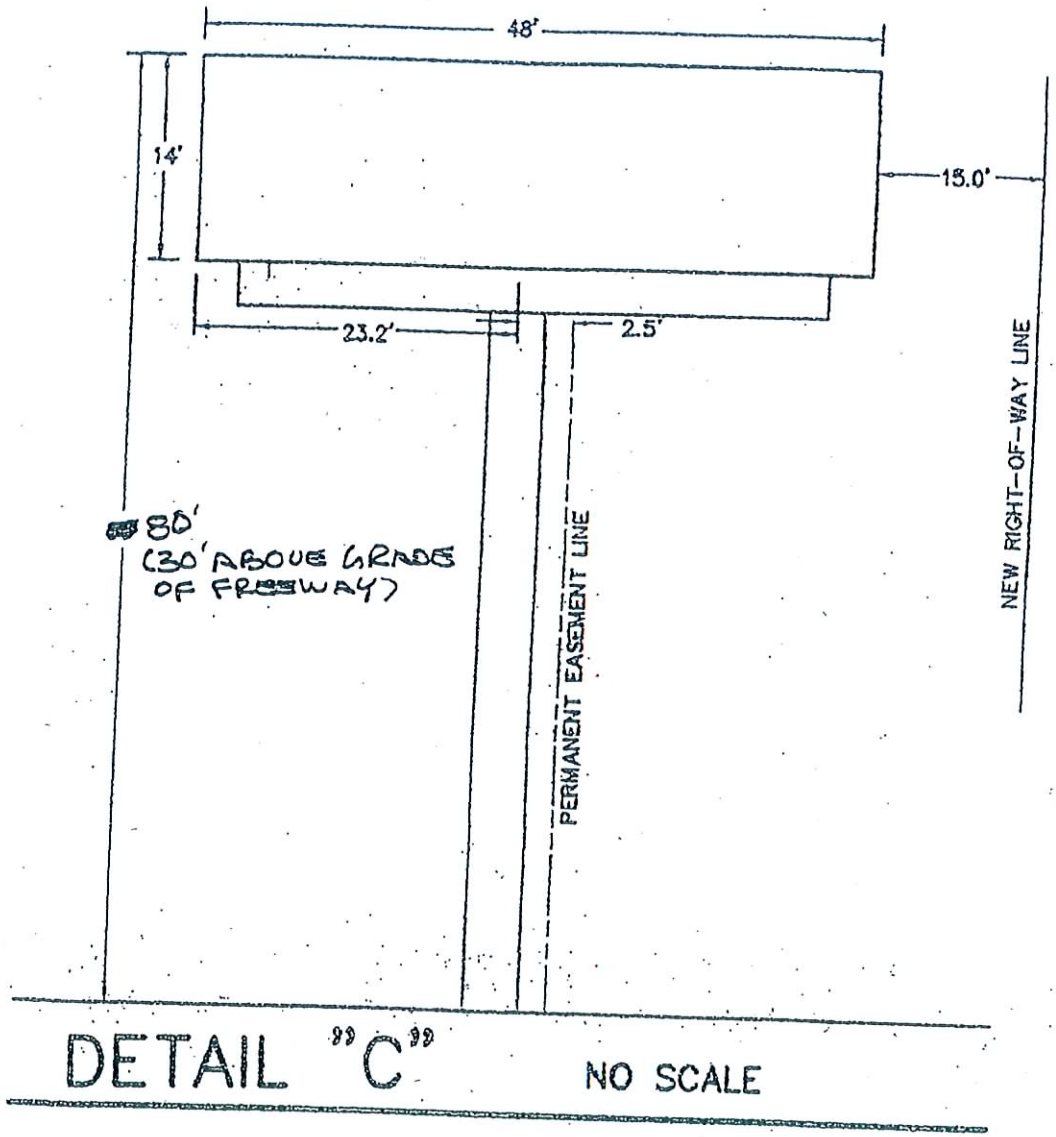


RECEIVED
MAY 12 2009

RQR-34324
06/11/09 PC

L-3626-01

JB



DETAIL "C" NO SCALE

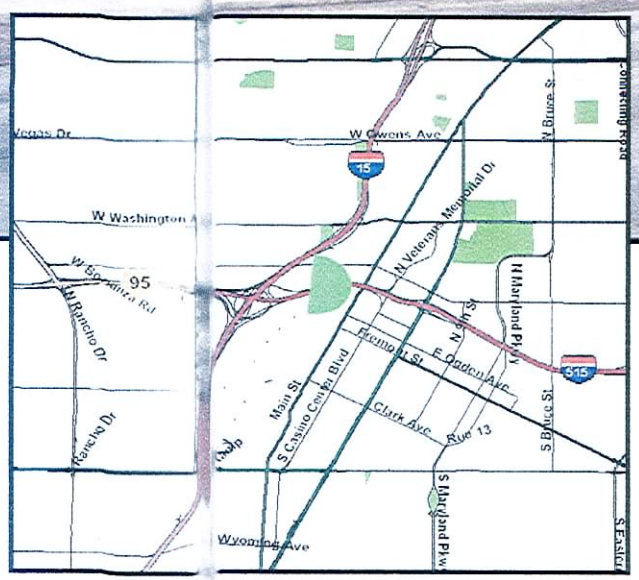


RECEIVED
MAY 12 2009

RQR-34324
06/11/09 PC

LAS VEGAS - Freeways #1000





Hwy 95 W/O Main N/S / Facing W - DEC: 139,140

Rev. 2008

RQR-34324
06/11/09 PC

RECEIVED
MAY 12 2009

CBS OUTDOOR
6655 W. Sahara Ave. #D110
Las Vegas, NV 89146
702.795.3325
www.cbsoutdoor.com



RQR-34324 - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC
NORTH SIDE OF U.S. 95, BETWEEN BONANZA ROAD AND GRAND CENTRAL PARKWAY, 150 WEST OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD TRACKS
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



RQR-34324 - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC
NORTH SIDE OF U.S. 95, BETWEEN BONANZA ROAD AND GRAND CENTRAL PARKWAY, 150 WEST OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD TRACKS
JUNE 11, 2009 PLANNING COMMISSION

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RQR-34324 - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC
NORTH SIDE OF U.S. 95, BETWEEN BONANZA ROAD AND GRAND CENTRAL PARKWAY, 150 WEST OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD TRACKS
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

April 4, 2002

Mr. Greg Link
City Parkway, IVA
103 Eisenhower Parkway
Roseland, New Jersey 07068

RE: V-0046-92(4) - ONE YEAR REVIEW
CITY COUNCIL MEETING OF APRIL 3, 2002

Dear Mr. Link:

The City Council at a regular meeting held April 3, 2002 APPROVED the Required One Year Review of an approved Variance which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign 690 feet from an existing off-premise advertising (billboard) sign where 750 feet is the minimum distance separation allowed on the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks (APN: 139-27-401-031), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 4, 2002. This approval is subject to:

Planning and Development

1. The Variance shall be reviewed in one (1) year 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 sign (billboard) be removed.

2. The off-premise advertising sign (billboard) 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 sign (billboard).

Sincerely,

Linda Owens

LINDA OWENS
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

38112-012-11/00

RQR-34324
06/11/09 PC

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Denise Dunahay
Viacom Outdoor
425 South Valley View Boulevard
Las Vegas, Nevada 89118

Mr. Scott Christensen
1731 Workman Street
Los Angeles, California 90031

Mr. Ryan Arnold
3225-B S. Rainbow Boulevard, Ste 204
Las Vegas, Nevada 89146

RQR-34324
06/11/09 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

RECEIVED
JUN 05 2009

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-34324 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***June 11, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 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.

[signature] 6/5/09

Signature Date

Ryan Arnold

Please print name

CBS Outdoor / The Skancke Company

Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 6/11/09 Item 6

#6

RECEIVED
JUN 05 2009

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-34324 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR, INC - OWNER: CITY PARKWAY IV A, INC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *June 11, 2009* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 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.

Elizabeth N. Fretwell — 6/5/09

Signature — Date

ELIZABETH N. FRETWELL

Please print name

CITY PARKWAY IV A. INC.

Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

#6

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

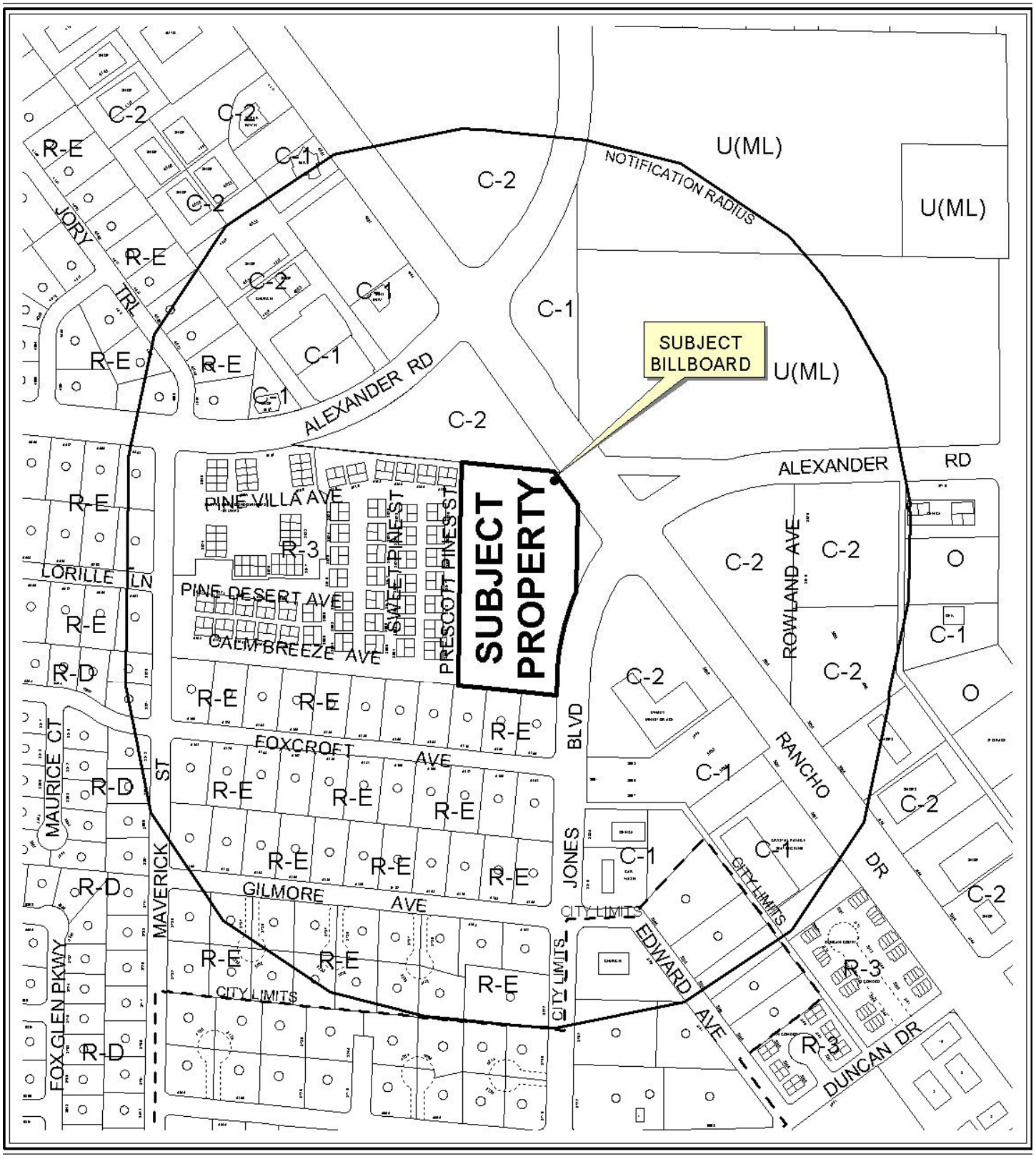
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-34321 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC - Required Review of a previously approved Special Use Permit (U-0059-96) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN WHICH REPLACED A 12-FOOT X 24-FOOT SIGN on 5.06 acres at 3941 North Rancho Drive (APN 138-11-502-003), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-0059-96(1)
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 32



0 400 800 Feet

CASE: **RQR-34321**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



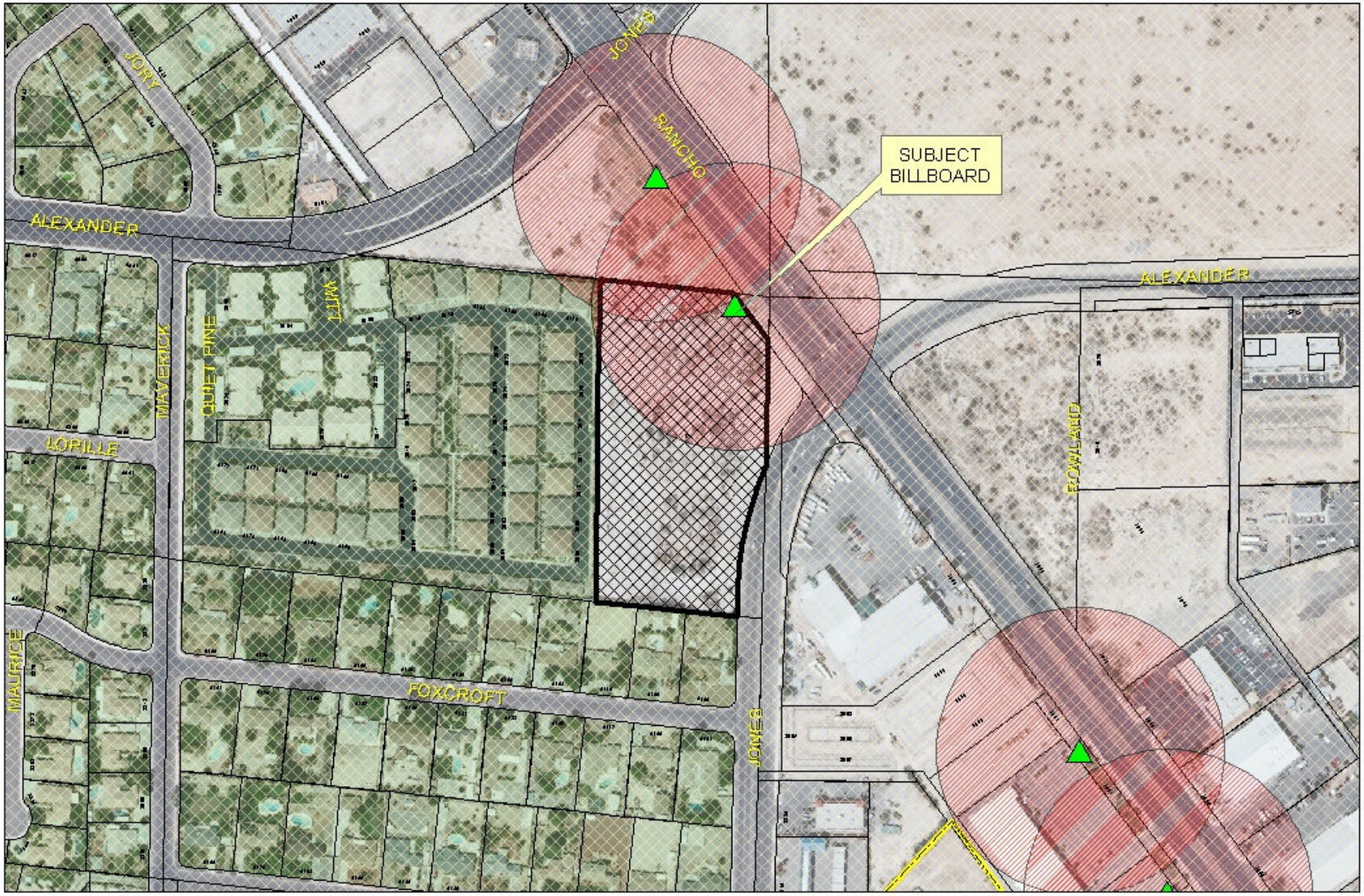
0 400 800 Feet

CASE: **RQR-34321**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-34321

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
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-34321 – APPLICANT: CLEAR CHANNEL OUTDOOR, INC. – OWNER: BARTSAS MARY 13, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0059-96).

2. This Special Use Permit shall be placed on an agenda closest to August 21, 2012 at which time the City Council may required the Off-Premise 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 Sign is removed.

3. The Off-Premise 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 Sign.

4. The existing Off-Premise Sign is voluntarily demolished, this Variance (V-0046-92) 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.

5. Bird deterrent devices shall be installed on the sign within 30 days of the final approval by the City of Las Vegas.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein

** STAFF REPORT **

PROJECT DESCRIPTION

The application is in response to a Required Review of a previously approved Special Use Permit (U-0059-96) for a 14-foot by 48-foot Off-Premise Sign, which replaced a 12-foot by 24-foot sign on 5.06 acres at 3941 North Rancho Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
08/21/96	The City Council approved a Special Use Permit (U-0059-96) for a 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign to replace an existing 12-foot by 24-foot sign on the west side of Rancho Drive, approximately 75 feet north of Jones Boulevard. The Board of Zoning Adjustment and staff recommended approval of the request.
10/03/01	The City Council approved a Required Five Year Review [U-0059-96(1)] of an approved Special Use Permit (U-0059-96) which allowed a 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign to replace an existing 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign on the west side of Rancho Drive, approximately 75 feet north of Jones Boulevard. The Planning Commission and staff recommended approval of the request.
04/02/03	The City Council approved a Rezoning (ZON-1364) from C-2 (General Commercial), R-E (Residence Estates), R-MHP (Residential Mobile/Manufactured Home Park), and U (Undeveloped) to C-2 (General Commercial), C-1 (Limited Commercial), O (Office), C-V (Civic), R-E (Residence Estates), R-1 (Single Family Residential), and U (Undeveloped)to GC (General Commercial), O (Office), PF (Public Facility), ML (Medium-Low Density Residential) and DR (Desert Rural) on property located on or in close proximity to, both sides of Rancho Drive from Vegas Drive to the northern City limits at Moccasin Road. The Planning Commission and staff recommended approval of the request.
08/20/03	The City Council approved a General Plan Amendment (GPA-2528) from SC (Service Commercial) to GC (General Commercial) on the northwest corner of Jones Boulevard and Rancho Drive. The Planning Commission recommended denial, but staff recommended approval of the request.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #32/bts).
Related Building Permits/Business Licenses	
03/18/97	A building permit (#97005379) was issued for an Off-Premise Sign at 3941 N. Rancho Drive. The permit was finalized on 04/29/97.
05/11/99	A building permit (#99009036) was issued for electrical service to an Off-Premise Sign at 3941 North Rancho Drive. The permit was finalized on 05/18/99.

Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
05/07/09	A field check was completed on the indicated date. Planning and Development identified the following issues: • Bird feces on both sign faces • No embellishments were identified on the sign • The pole and support structure were free of graffiti

Details of Application Request	
Site Area	
Net Acres	5.06

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land	SC (Service Commercial)	C-2 (General Commercial)
North	Convenience Store with associated Fuel Pumps	GC (General Commercial)	C-2 (General Commercial)
South	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Retail and Undeveloped Land	GC (General Commercial)/ML (Medium Low Density Residential)/SC (Service Commercial)	U(ML) [Undeveloped (Medium Low Density Residential) General Plan Designation] and C-2 (General Commercial)
West	Condominiums	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			
A-O Airport Overlay District – (105 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

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in the public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1, C-2, C-M and M zoning districts only	Sign is in a C-2 (General Commercial) 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 672 square feet and 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.	Structural elements of the sign are screened from view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US 95)	Sign is 300 feet from another Off-Premise Sign	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or "U" zoned districts	Sign is 190 feet from a "U" zoned district to the east	N
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	Sign is permanently attached to the ground and is not located on property zoned for residential use	Y

ANALYSIS

This is the second Required Review of an approved Special Use Permit (U-0059-96) for a 14-foot by 48-foot Off-Premise Sign to replace an existing 12-foot by 24-foot sign on the west side of Rancho Drive, approximately 75 feet north of Jones Boulevard. A site visit was conducted on 05/07/09 by the Planning and Development Department. The site inspection revealed that there were no embellishments, but found that the support structure and sign was covered in bird feces. A condition of approval has been included, requiring the billboard be properly maintained at all times. A research of the building permit activity found that permits #97005379 and #99009036 were issued for the billboard sign with a final inspection received on 04/29/97 and 05/18/99 respectively. It should also be noted that the billboard is located within the Off-Premise Sign Exclusionary Zone, but is legally non-conforming as the sign was constructed prior to establishment of the zone.

FINDINGS

The sign is located within a C-2 (General Commercial) zoning district and is within the Off-Premise Exclusionary Zone. Staff finds that there is no adverse impact regarding the continued use of the sign, as there have been no significant development or land use in the surrounding area; therefore, staff recommends approval, subject to a three-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 1

SENATE DISTRICT 6

NOTICES MAILED 319 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-34321** APN: 138-11-502-003 ~~APN~~

Name of Property Owner: Mary Bartsas 13 LLC

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: H. Aaron Hansen, Manager Mary Bartsas 13, LLC
Sharon Prusse, Manager Mary Bartsas 13, LLC

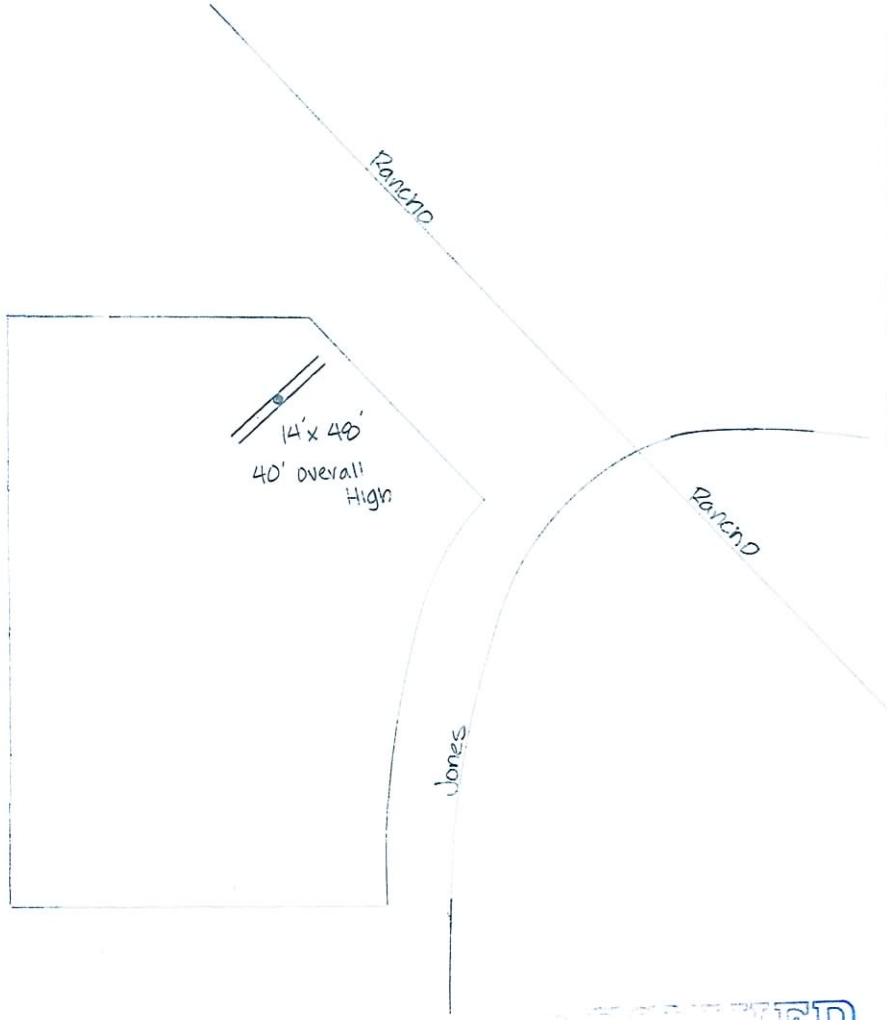
Print Name: H. Aaron Hansen
Sharon Prusse

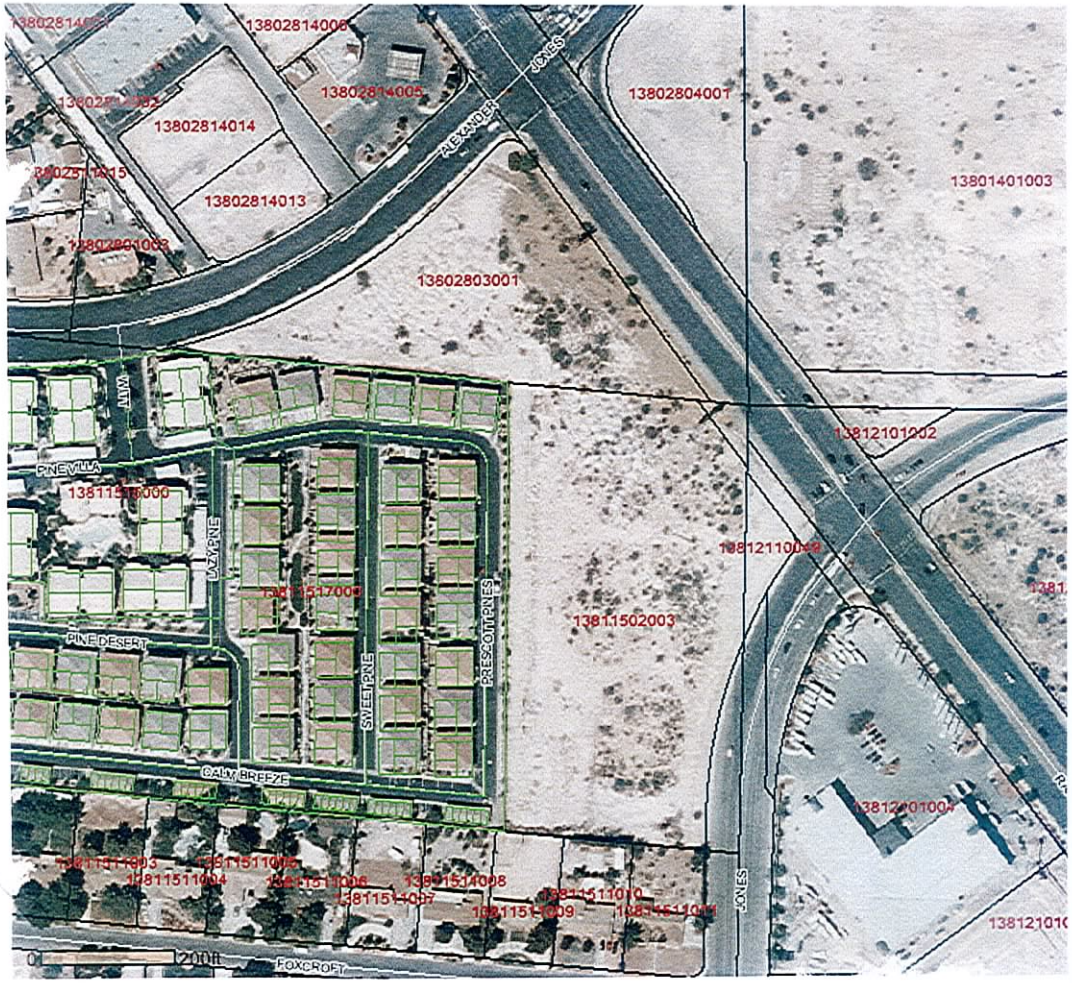
Subscribed and sworn before me

This 7th day of May, 2009

Jill Gravelle
Notary Public in and for said County and State

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013





APN: 138 12 110 049
Bartsas Mary 13 LLC
C-2
89108

RECEIVED
MAY 13 2009

RQR-34321
06/11/09 PC



RQR-34321 - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC
3941 NORTH RANCHO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



RQR-34321 - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC
3941 NORTH RANCHO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

October 4, 2001

Mr. Dennis A. Perri, et al
7290 Elkhorn Road
Las Vegas, Nevada 89131-3345

RE: U-0059-96(1) - REQUIRED FIVE YEAR REVIEW
CITY COUNCIL MEETING OF OCTOBER 3, 2001

Dear Mr. Perri:

The City Council at a regular meeting held October 3, 2001 APPROVED the Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign to replace an existing 12 foot x 24 foot off-premise advertising (billboard) sign on the west side of Rancho Drive, approximately 75 feet north of Jones Boulevard (APN: 138-11-502-003), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 4, 2001. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in two (2) 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.

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 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-11/00

RQR-34321
06/11/09 PC

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.

Sincerely,

Angela Crolli

ANGELA CROLLI
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Clear Channel Outdoor
1211 West Bonanza Road
Las Vegas, Nevada 89106

Mr. Rvan Nostrand
1211 West Bonanza Road
Las Vegas, Nevada 89106

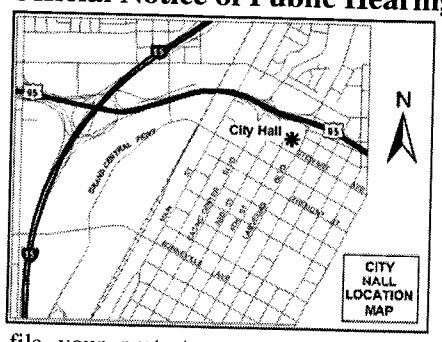
RQR-34321
06/11/09 PC

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 $ 00.41⁴
0004279218 JUL 02 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.

RQR-34321

City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 10:44
CITY CLERK

MENEICE DAVID J & JUDITH REV TR
MENEICE DAVID & JUDITH TRS
3733 BRADLEY SPRINGS CIR
LAS VEGAS NV 89108-5157

APN#13811611012

EAVDP11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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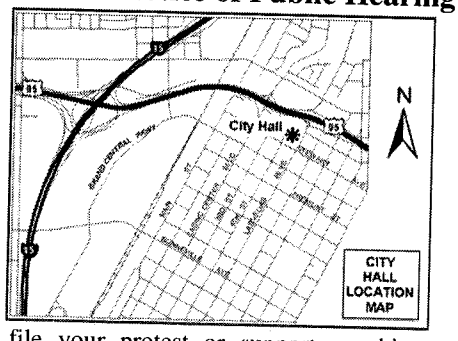
MAILED FROM ZIP CODE 89101

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.

RQR-34321

City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 10:44
CITY CLERK

RIVERS COLLEEN A
6181 FOXCROFT AVE
LAS VEGAS NV 89108-5117

APN#13811511022

EAVDP11 89108

RECEIVED
CITY CLERK

2009 JUL -6 A 10:54

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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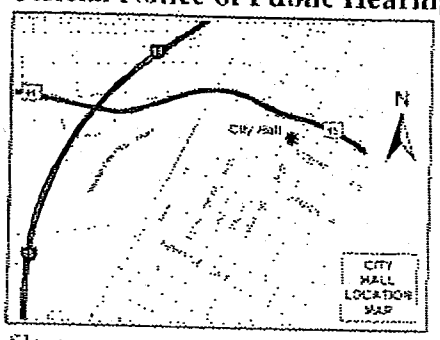
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34321

City Council Meeting of 7/15/2009

BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#13811502003

EAVDP11 89106

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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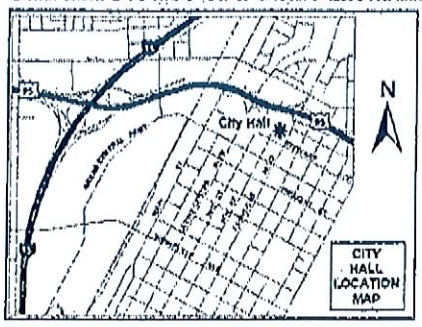
Return Service Requested
Official Notice of Public Hearing



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.

RQR-34321
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 03 2009

Case: RQR-34321
13802814013
PRESCIA ANTHONY & NANCY FAM TR
5475 W TECO DR
LAS VEGAS NV 89118-2814

CAUSE11 A311A

Application Information

RQR-34321 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC - Required Review of a previously approved Special Use Permit (U-0059-96) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN WHICH REPLACED A 12-FOOT X 24-FOOT SIGN on 5.06 acres at 3941 North Rancho Drive (APN 138-11-502-003), C-2 (General Commercial) Zone, Ward 6 (Ross)

THAT size BILLBOARD is TOO over-powering and just NOT AN ADVANTAGE TO neighborHood, I inspected other sign AND are NEAR THAT size.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*June 11, 2009*
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. For further information, including the full staff report, please call (702) [illegible] (TDD: 385-0108) or go to http://www.lasvegasnevada.gov.

32P

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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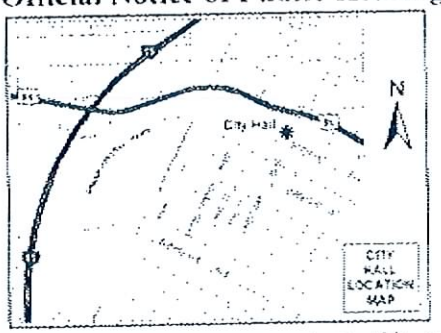
Official Notice of Public Hearing



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JUN 02 2009

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34321

Planning Commission Meeting of 6/11/2009

Case: RQR-34321
13812110049
BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

CAVDF11 89106

32A

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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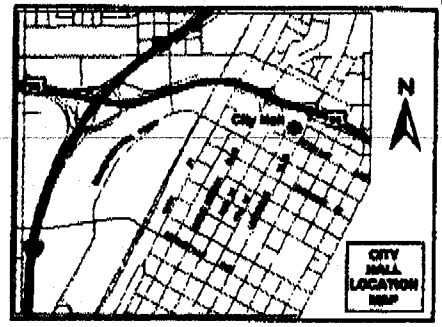
Return Service Requested

Official Notice of Public Hearing



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JUN 04 2009

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☐ I SUPPORT this Request

☒ OPPOSE this Request

Please use available blank space on card for your comments.

Case: ROR-34321

13811517039
KURLAND MARCIA
3905 PRESCOTT PINES ST #103
LAS VEGAS NV 89108-8167

ROR-34321
Planning Commission Meeting of 6/11/2009

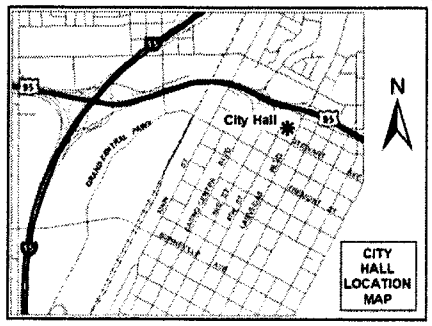
CAVOF11 89108

Submitted after final agenda

Date 6/4/09 Item 32P

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.

RQR-34321

Planning Commission Meeting of 6/11/2009

PRESORTED FIRST CLASS

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RECEIVED
JUN 08 2009

Case: RQR-34321

13812110040
JOHNSON FAMILY TRUST
5401 W ALEXANDER RD
LAS VEGAS NV 89130-2805

89130$2805 C064

CAVDS11 89130

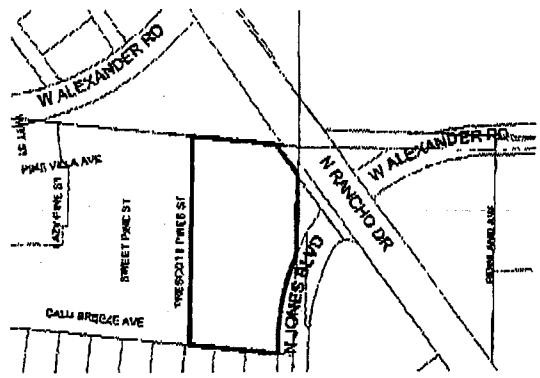
Submitted after final agenda

Date 6/8/09 Item 32P

Application Information

RQR-34321 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: BARTSAS MARY 13, LLC - Required Review of a previously approved Special Use Permit (U-0059-96) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN WHICH REPLACED A 12-FOOT X 24-FOOT SIGN on 5.06 acres at 3941 North Rancho Drive (APN 138-11-502-003), C-2 (General Commercial) Zone, Ward 6 (Ross)

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***June 11, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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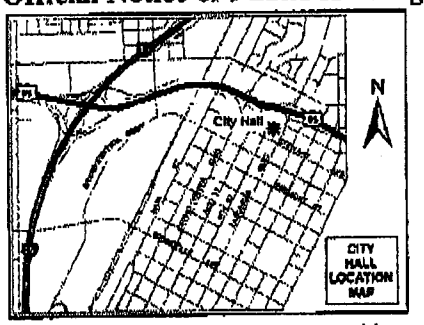
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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.

RQR-34321
Planning Commission Meeting of 6/11/2009

PRESORTED FIRST CLASS

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MAILED FROM ZIPCODE 89101

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JUN 09 2009

Case: RQR-34321
13811515002
GITLITZ SONIA BARNETT
3933 LAZY PINE ST #102
LAS VEGAS NV 89108-8151

Submitted after final agenda

Date 6/9/09 Item 32P

CAUOF11 85108

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

RQR-34327 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY - OWNER: US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT- Required Review of a previously approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH AND WEST SIDES OF THE SITE on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (125-01-701-001), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL

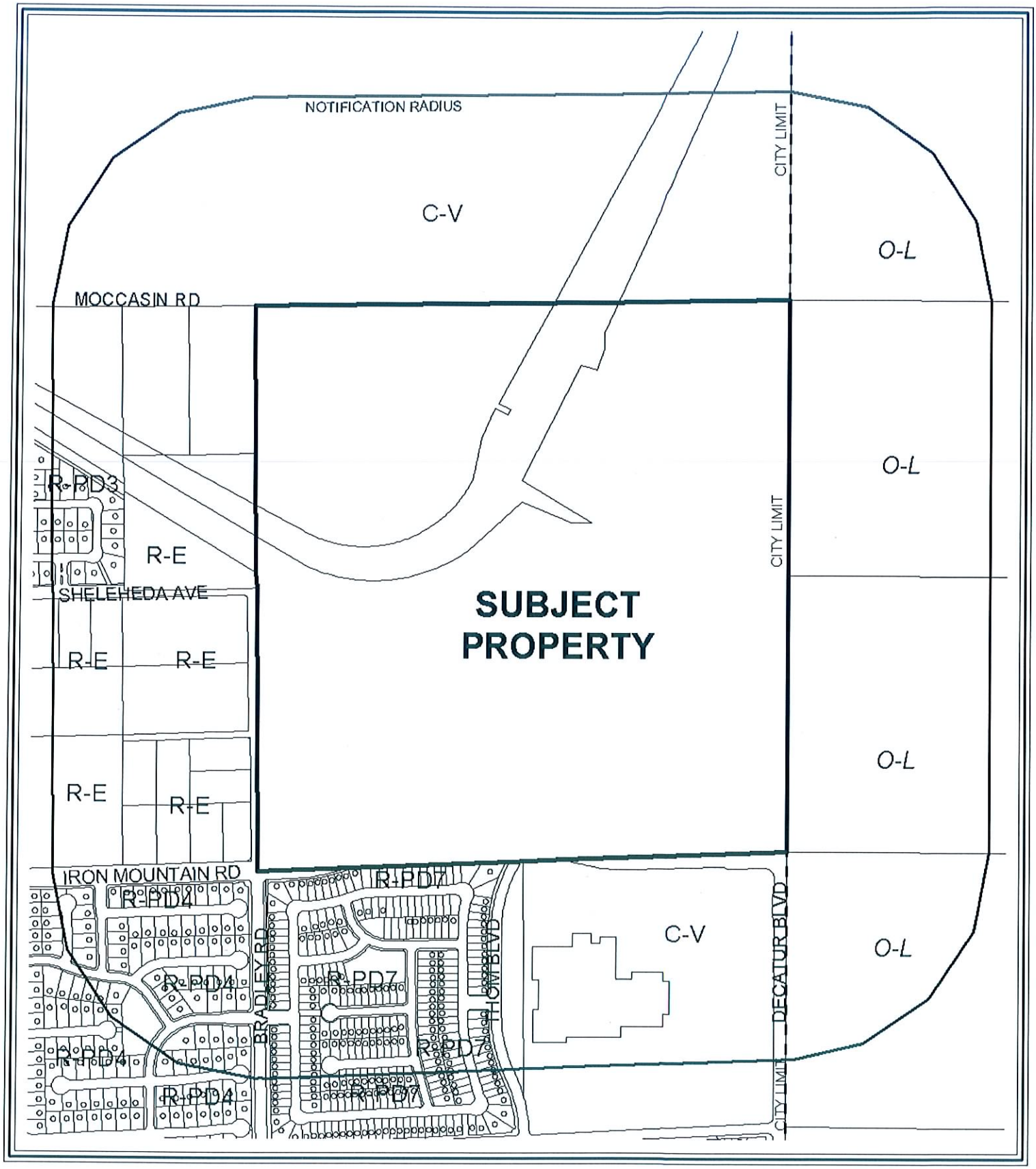
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for ROC-2137



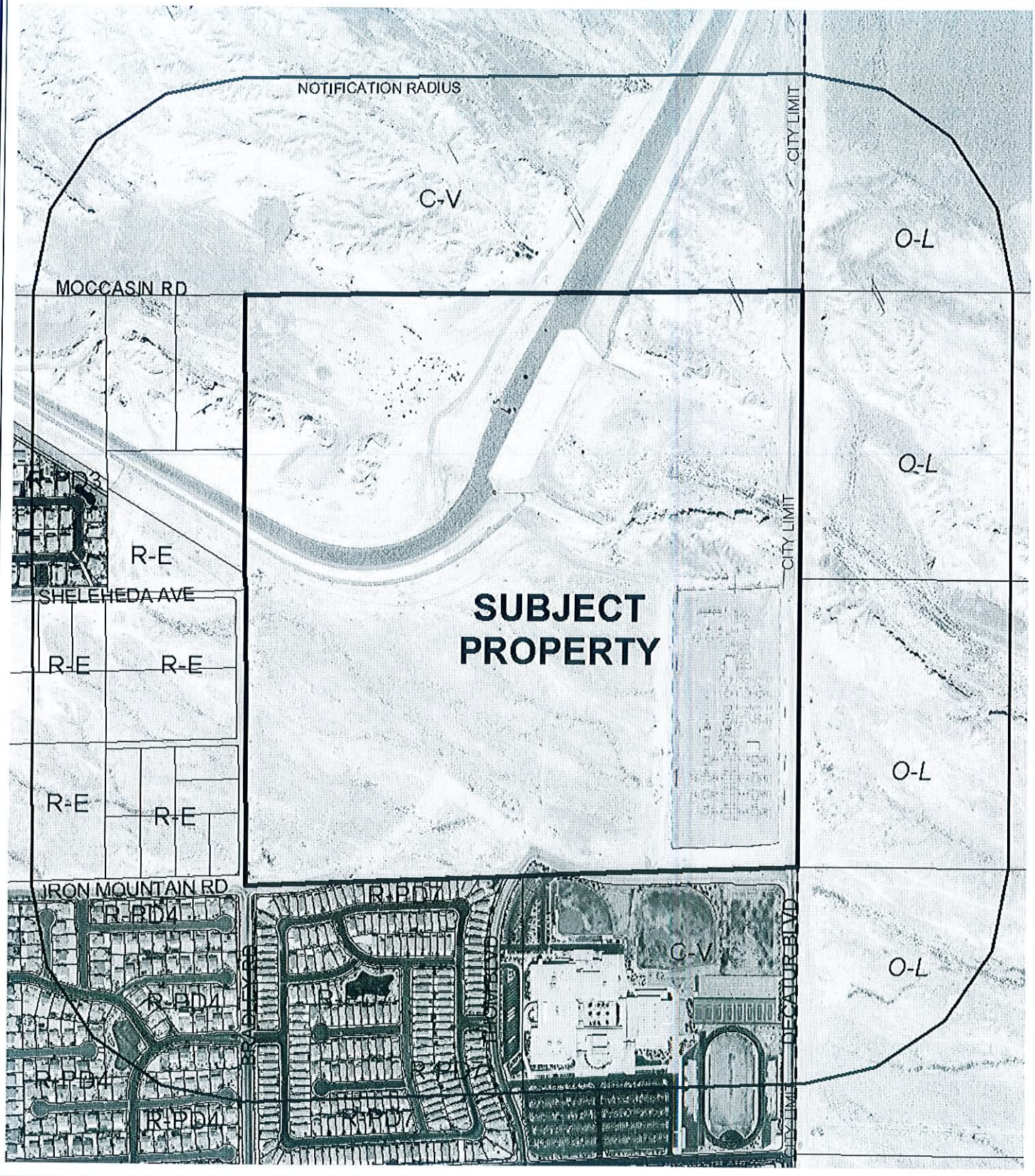
0 400 800 Feet

CASE: **RQR-34327**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



CASE: **RQR-34327**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 400 800 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-34327 – REQUIRED REVIEW – REVIEW OF CONDITION – APPLICANT: NEVADA POWER COMPANY DBA NEVADA ENERGY - OWNER: US DEPARTMENT OF INTERIOR (BLM)

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. Conformance to the conditions of approval for Site Development Plan Review [Z-0095-91(1)] and all subsequent site related actions required.

2. All landscaping and irrigation per Site Development Plan Review [Z-0095-91(1)] Condition #7, "landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner…" on the east and south side to be completed by December 15, 2009.

3. The Review of Condition (ROC-2137) shall be placed on an agenda closest to July 2, 2011 at which time the City Council may require the applicant to comply with the site requirements of Site Development Plan Review [Z-0095-91(1)]. 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. The applicant shall remove all trash and debris along the north and west property lines within 30 days of City Council approval.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a Nevada Power Electrical Switching Substation on a portion of the property located at the corner of Decatur Boulevard and Iron Mountain Road: the remaining land is undeveloped. This application is in response to a Required Review of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the property adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard.

Since the approval of the Site Development Plan Review [Z-0095-91(1)], the applicant had received three separate approvals for the deferments of required landscaping. On May 21, 2003, the City Council approved a request for a Review of Condition (ROC-2137) to delete Condition Number 1 of a previously approved Site Development Plan Review [Z-0095-91(4)] that required, "three inch decomposed granite mulch and 36-inch minimum diameter boulders to be installed along the Iron Mountain Road Frontage (south property line)," while deferring the required landscaping requirements along the east, west, and north property lines of the site. Since that time, three subsequent requests for deferments along the east, west, and north property lines of the site have been approved, with no mention to the southern property line.

Construction of off-site improvements and the installation of required landscaping along the east property line (Decatur Boulevard) began on 6/29/09 with an estimated completion date of 8/21/09, along the south property line (Iron Mountain Road) on 6/29/09 with an estimated completion date of 09/27/09. The applicant is requesting to continue the deferment of the required landscaping along the west and north sides of the site for an additional four years until plans for the undeveloped land can be determined. Staff recommends approval with conditions with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/26/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0095-91(1)] for a proposed Electrical Switching Station on property located on the northwest corner of Decatur Boulevard and Iron Mountain Road.

06/11/98	The Planning Commission approved a request for a Review of Condition [Z-0095-91(2)] to delay installation of required landscaping on property located on the northwest corner of Decatur Boulevard and Iron Mountain Road.
12/11/01	The Planning and Development Department approved a request for a Site Development Plan Review (SD-0067-01) for proposed Electrical Overhead Transmission Lines located adjacent to the south side of the Moccasin Road Alignment between US-95 and Jones Boulevard, bearing east-southeast from Moccasin Road and Jones Boulevard to Decatur Boulevard.
02/07/01	The City Council approved a request for a Required Review [Z-0095-91(3)] of a previously approved Review of Condition for 20 acres on the northwest corner of the intersection of Decatur Boulevard and Iron Mountain Road, which allowed the delay of the installation of the required landscaping. The Planning Commission recommended approval on 12/21/00.
03/20/02	The City Council approved a request for a Required Review [Z-0095-91(4)] of a previously approved Review of Condition, which allowed the deferment of the installation of the required landscaping in conjunction with an Electrical Substation. Condition Number 1 states, "In the interim, 3-inch decomposed granite mulch and 36-inch minimum diameter boulders shall be installed along the southern frontage no later than July 1, 2003." Required landscaping along the east, west, and north property lines of the site were deferred until April 1, 2004. The Planning Commission recommended approval on 02/14/02.
05/21/03	The City Council approved a request for a Review of Condition Number 1 (ROC-2137) of a previously approved Review [Z-0095-91(4)] to delete the requirements to install 3-inch decomposed granite mulch and 36-inch minimum diameter boulders along the southern frontage no later than July 1, 2003, and to defer the installation of required landscaping along the east, west, and north property lines of the site for an additional three years.
08/02/06	The City Council approved a request for a Required Review (RQR-14779) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north, and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard.
10/03/07	The City Council approved a Required Review (RQR-23823) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north, and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard.

07/02/08	The City Council approved a Required Review (RQR-28272) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north, and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard.
Related Building Permits/Business Licenses	
No business licenses or building permits have been issued for the subject property.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
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	161.27

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject	Nevada Power Substation	PF (Public Facilities)	C-V (Civic)
North	Undeveloped Land	PF (Public Facilities)	C-V (Civic)
South	Single-Family Residential)	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development-7 Units per Acre)
	School	PF (Public Facilities)	C-V (Civic)
East	Undeveloped Land	North Las Vegas	North Las Vegas
West	Undeveloped Land	DR (Desert Rural)	R-E (Residence Estates)
	Single-Family Residences	L (Low Density Residential)	R-PD4 (Residential Planned Development-4 Units per Acre)

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

ANALYSIS

The subject site has a Nevada Power Electric Switching Substation on a portion of the land, with the remaining land undeveloped. Since the original approval of the Review of Condition (ROC-2137) in February 2001, the applicant has received six (6) approved deferments of the required landscaping. The Utility Substation is fully operational. The applicant anticipates beginning construction of off-site improvements and the installation of required landscaping along the east (Decatur Boulevard) and south (Iron Mountain Road) sides of the property starting 6/29/09 with estimated completion dates of 8/21/09 and 09/27/09 respectively. Staff conducted a field check of the subject property on 06/29/09 and confirmed the absence of landscaping along all perimeter property lines, but construction crews were present to begin on-site and off-site improvements. Additionally, there was an abundance of trash and debris scattered along the perimeter of the north and west property line of the substation.

This request is to continue the deferment of required landscaping and off-site improvements along the west and north sides of the site for an additional four years due to the lack of plans for the undeveloped portion of the parcel.

FINDINGS

Off-site improvements and the installation of the required landscaping on the east and south sides of the property are estimated to be completed by September 2009. The south side landscaping was to have been completed with an interim requirement to install 3-inch decomposed granite mulch and 36-inch minimum diameter boulders by July 1, 2003, but the condition was later deleted by City Council on May 21, 2003, with no further mention regarding the southern frontage landscaping in subsequent reviews. Staff recommends approval of this Required Review with conditions with a two-year time limit. Conformance to all conditions of approval of Site Development Plan Review [Z-0095-91(1)], Review of Condition (ROC-2137) and all other site related actions shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 304

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-34327 APN: Ptn of 125-01-701-001

Name of Property Owner: Bureau of Land Management

Name of Applicant: Nevada Power Company dba NV Energy

Name of Representative: Michelle Baltz

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~~ Applicant: James Saavedra

Print Name: James Saavedra

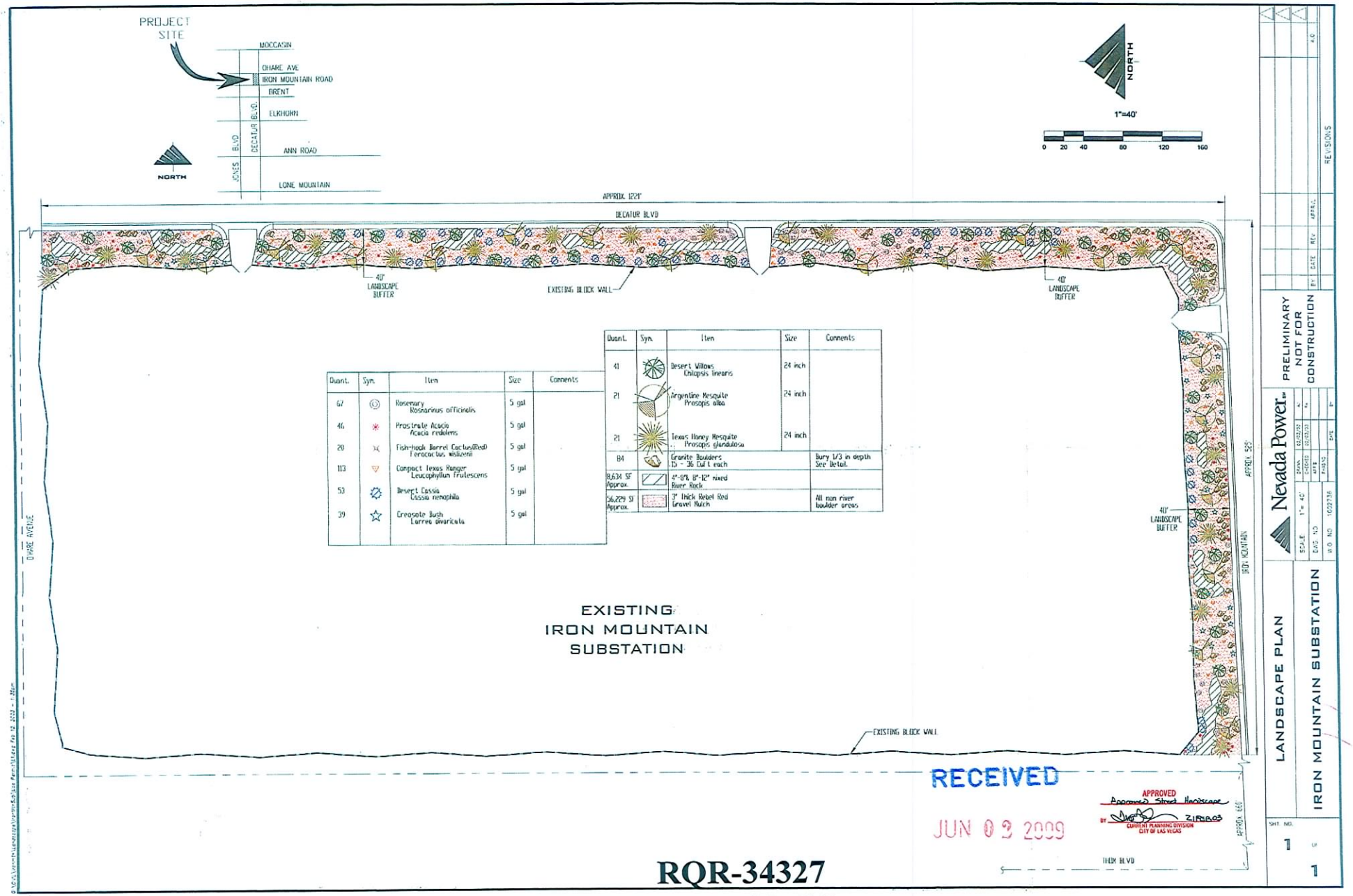
Subscribed and sworn before me

This 2nd day of June, 2009

Michelle Baltz

Notary Public in and for said County and State

MICHELLE BALTZ
Notary Public, State of Nevada
Appointment No. 98-4327-1
My Appt. Expires Jun. 22, 2010



Quant.	Sym.	Item	Size	Comments
67		Rosemary Rosmarinus officinalis	5 gal	
46		Prostrate Acacia Acacia redolens	5 gal	
20		Fish-hook Barrel Cactus(Red) Ferocactus wislizenii	5 gal	
113		Compact Texas Ranger Leucophyllum frutescens	5 gal	
53		Desert Cassia Cassia nemophila	5 gal	
39		Creosote Bush Larrea divaricata	5 gal	

Quant.	Sym.	Item	Size	Comments
41		Desert Willows Chilopsis linearis	24 inch	
21		Argentine Mesquite Prosopis alba	24 inch	
21		Texas Honey Mesquite Prosopis glandulosa	24 inch	
84		Granite Boulders 15 - 36 Cu ft each		Bury 1/3 in depth See Detail.
8,634 SF Approx.		4"-8"& 8"-12" mixed River Rock		
56,229 SF Approx.		3" Thick Rebel Red Gravel Mulch		All non river boulder areas

RECEIVED
JUN 02 2009

APPROVED
Approved Street Handscape
BY [signature] 21 Feb 03
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

PRELIMINARY NOT FOR CONSTRUCTION

Nevada Power

SCALE 1"= 40'
DWG. NO.
W.O. NO. 1002736

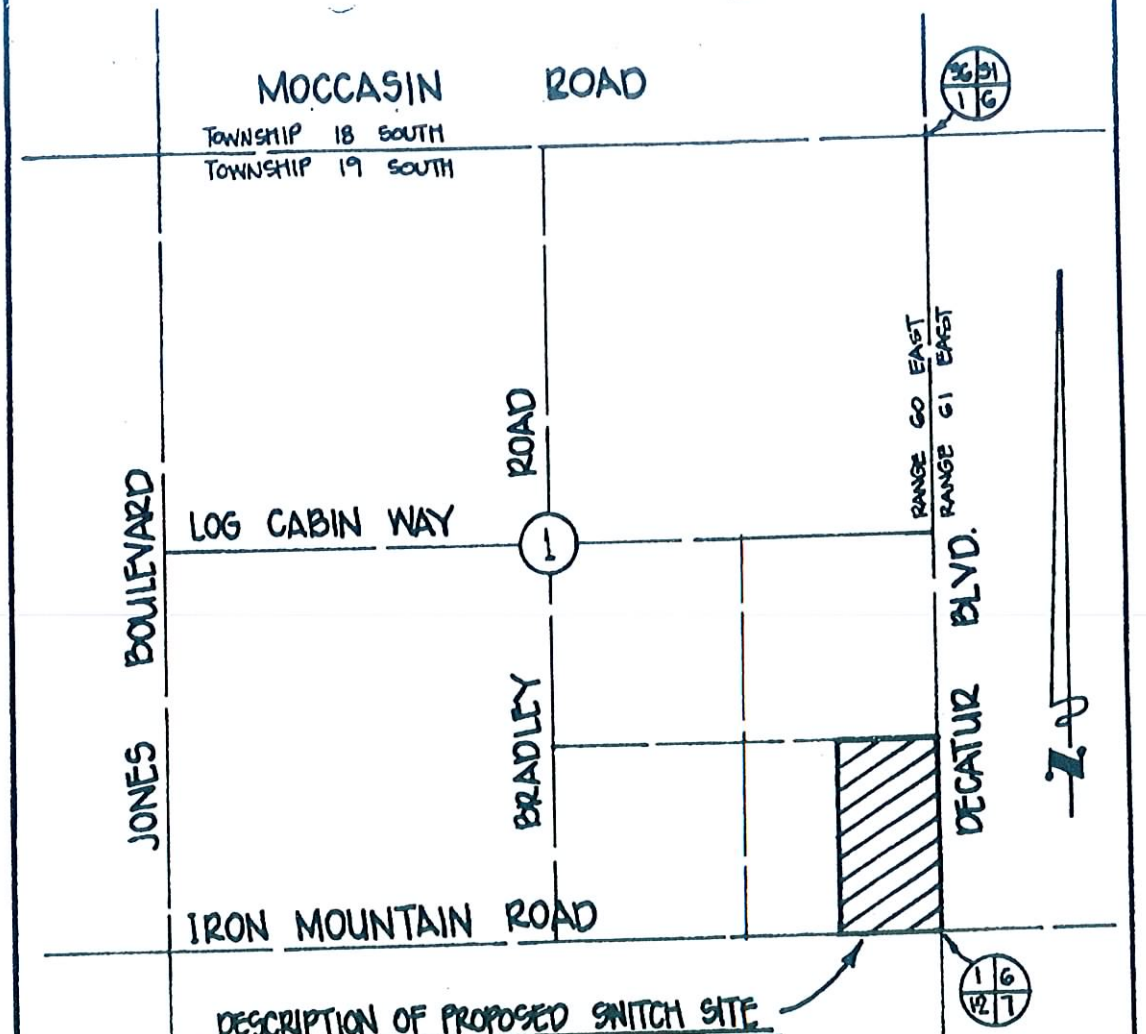
LANDSCAPE PLAN
IRON MOUNTAIN SUBSTATION

SHT. NO. 1 OF 1

REVISIONS

RQR-34327
07-15-09 CC

970702.00553



DESCRIPTION OF PROPOSED SWITCH SITE

THE EAST HALF OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER (E½ SE¼ SE¼) OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., NEVADA.

THE SITE WILL CONTAIN APPROXIMATELY 20 ACRES.

LOCATION MAP

scale: 1" = 1000'

FOR RECORDERS USE ONLY

RQR-34327
07-15-09 CC

RECEIVED
JUN 0 2 2009

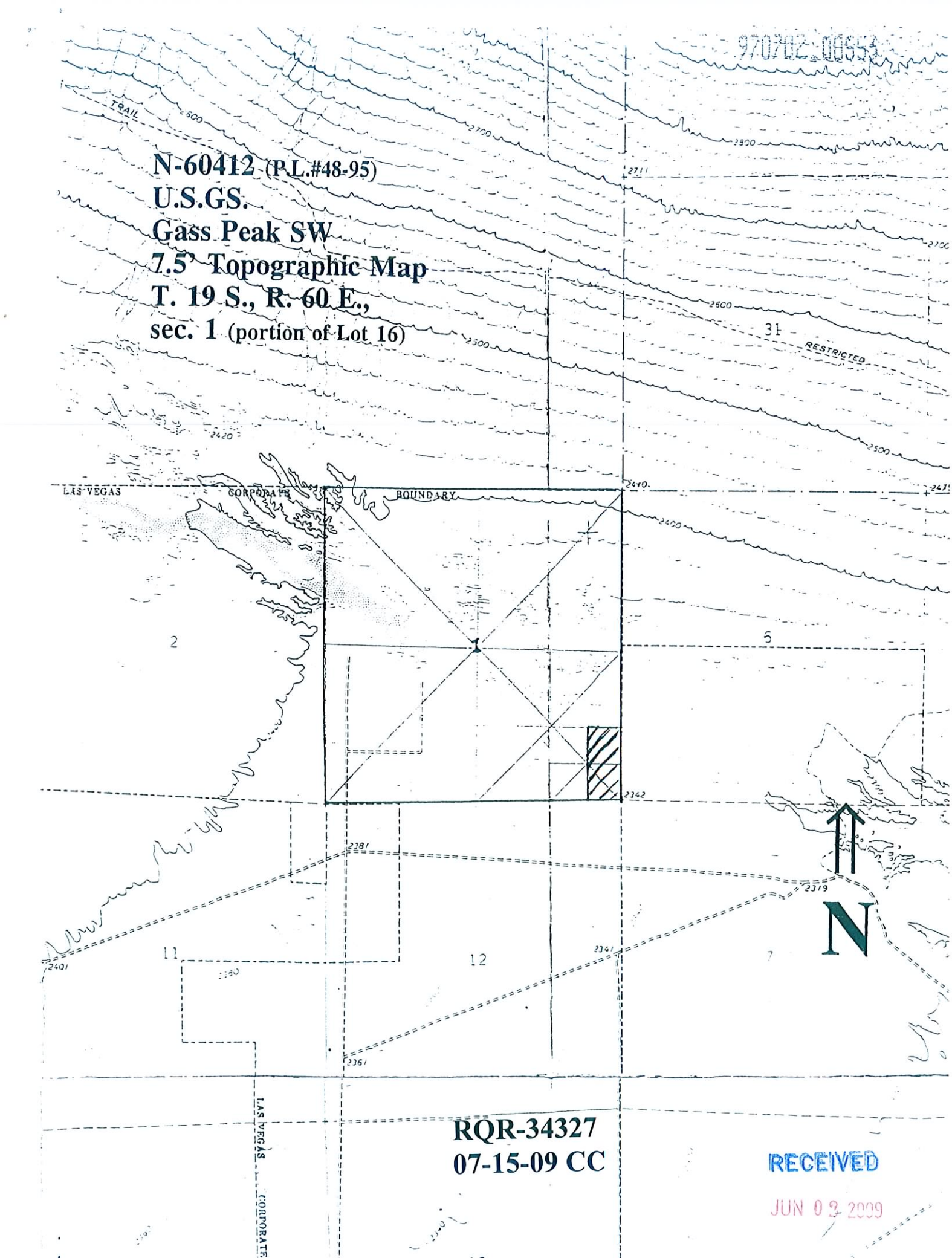
Pt. SOUTHEAST 1/4
Sec.
T. 19 S. R. 60 E.
~~ING. or W.O. #~~
45113
Sheet of

EXHIBIT "A"

NEVADA POWER COMPANY

Form R/W-34 Rev. 10/89

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NEVADA POWER COMPANY
07-02-97 09:27 ISJ
OFFICIAL RECORDS
BOOK: 970702 INST: 00553
FEE: 12.00 RPTT: .00


970702_00553
N-60412 (P.L.#48-95)
U.S.GS.
Gass Peak SW
7.5' Topographic Map
T. 19 S., R. 60 E.,
sec. 1 (portion of Lot 16)
TRAIL
RESTRICTED
LAS VEGAS CORPORATE BOUNDARY
LAS VEGAS CORPORATE
N
RQR-34327
07-15-09 CC
RECEIVED
JUN 02 2009

NVEnergy

May 28, 2009

Peter Lowenstein, AICP
Planning Supervisor
City of Las Vegas Development Services
731 South Fourth Street
Las Vegas, NV 89101

Re: RQR-34327

Dear Peter:

Located on the Northwest Corner of Decatur Boulevard and Iron Mountain Road is NV Energy's Iron Mountain Substation. The substation has been a part of the community for over 10 years. On May 21, 2003, Approval was received from City Staff and Council to defer the landscaping and off-sites along the North, East and West Sides of the substation for a period of three years. On August 2, 2006, the City Council approved an additional deferment for another year. On October 3, 2007, the City Council approved an additional two year deferment on the North and West sides with a Review of Condition for the deferment of the landscaping and off-sites on the East and South sides to be done six months from October 2007. The final Required Review, RQR-28272, was approved July 2, 2008 with a one year review.

During the last six years, there has been extensive coordination with the City of Las Vegas, Clark County, Clark County Shooting Park, the Las Vegas Valley Water District, NV Energy, North Las Vegas, Nevada State Lands and the BLM regarding improvements along Iron Mountain Road and along Decatur for the Clark County Shooting Park. NV Energy is waiting for the arrival of the signed State Lands document allowing the encroachment onto their land east of Decatur. Upon receipt of such, the BLM will complete their authorizations, which will then allow NV Energy to submit final construction plans to the City of Las Vegas for their issuance of a construction permit. NV Energy has contractors signed and ready to break ground and install the off-sites and landscaping along the East and South sides of the substation upon final approval from the City.

Due to the Conservation Transfer Area (CTA) which boarders the substation and the lack of development adjacent to the North and West sides of the substation; NV Energy is respectfully requesting a Four year review of deferment of the landscaping and off-sites along the North and West sides of the Iron Mountain Substation.

The City's cooperation with this project for the past six years has been greatly appreciated and NV Energy is looking forward to completing this project and working with the City on many others. Should you have any questions, please feel free to call me at 402-2421.

Sincerely,

Michelle Baltz

Michelle Baltz, SR/WA
SR. Land Use Consultant

RQR-34327
07-15-09 CC

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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

July 18, 2003

Mr. Mike Dwyer
US Department of Interior – BLM
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130

RE: ROC-2137 - REVIEW OF CONDITION
CITY COUNCIL MEETING OF MAY 21, 2003

Dear Applicant:

The City Council at a regular meeting held May 21, 2003 APPROVED the request for a Review of Condition #1 of an approved One Year Review [Z-0095-91(4)] which stated that the deferment of landscaping shall be allowed until April 1, 2004. In the interim, 3-inch decomposed granite mulch and 36-inch minimum diameter boulders shall be installed along Iron Mountain Road frontage no later than July 1, 2003 on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (A PORTION OF APN: 125-01-701-001), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 22, 2003. This approval is subject to:

1. Delete Condition #1 of Z-0095-91(4) Review of Condition 3-30-02.

2. The deferment of the required landscaping along the east, north and west sides of the site shall be subject to a Three-Year Review from the date of final approval, at which time the City Council may require full landscape improvements be installed.

3. Site Development shall comply to the Conditions of Approval for Zoning Application (Z-0095-91), Site Development Plan Review [Z-0095-91(1)], and all subsequent site-related actions as required by the Planning and Development Department and the Department of Public Works.

4. If required, the landscape plan shall be revised and approved by Planning and Development Department staff, within nine months of this approval, to reflect a 25-foot wide equestrian trail along the north side of Iron Mountain Road. This trail shall include 5-feet of Iron Mountain Road right-of-way and 20-feet of the subject parcel. The trail shall conform to the requirements set forth in the Recreation Trails Element of the General Plan. Construction of the trail

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-34327
07-15-09 CC

shall commence within nine months of receipt, by the applicant, of the grant from the Bureau of Land Management allowing the installation of infrastructure.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

Sincerely,

M. Margo Wheeler, AICP
Planning Manager, Current Planning Division
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Michelle Baltz
Nevada Power Company
6226 West Sahara Avenue
Las Vegas, Nevada 89146

RQR-34327
07-15-09 CC

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

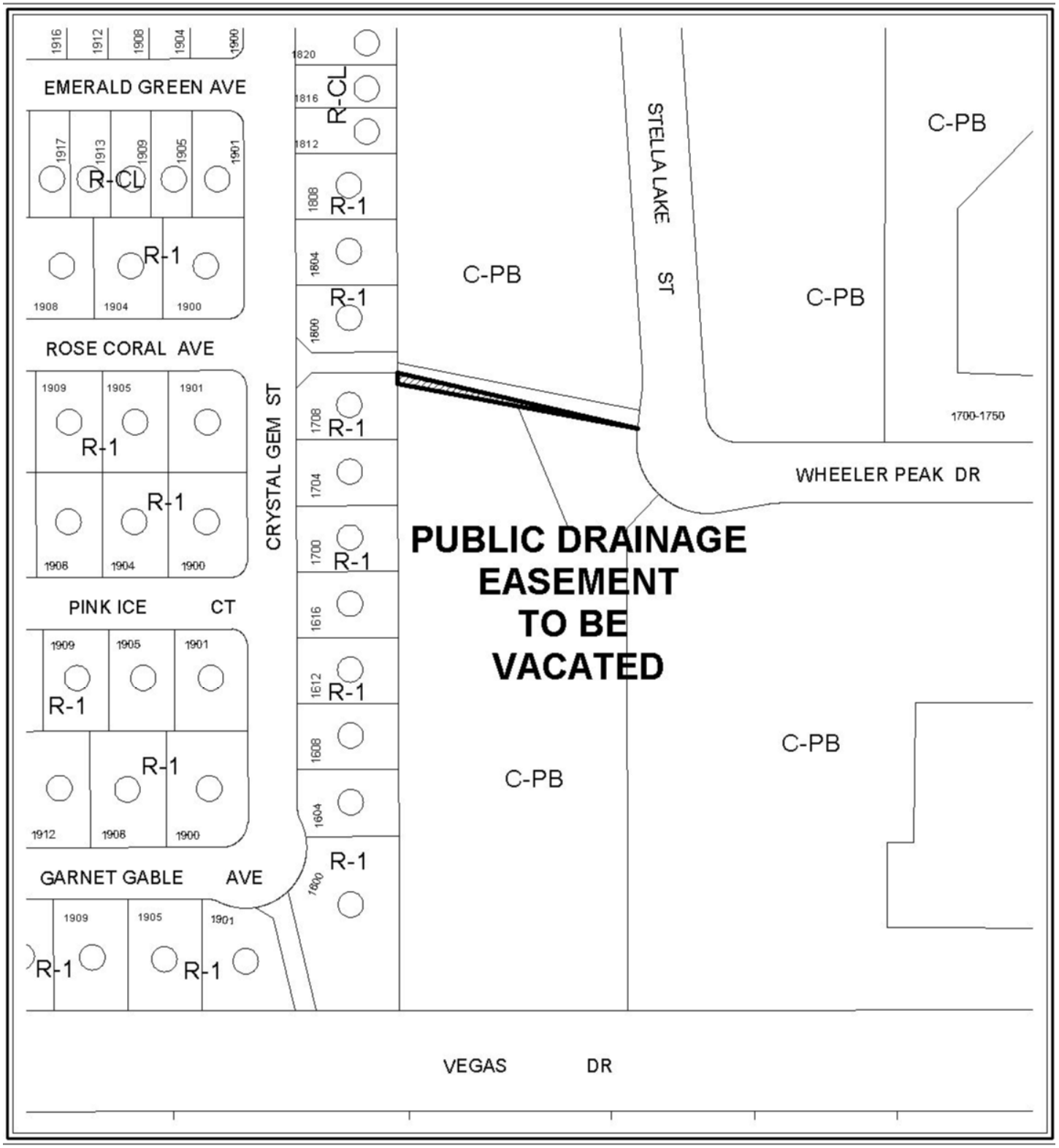
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-34209 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: COX COMMUNICATIONS LAS VEGAS INC. - Petition to Vacate a portion of an existing 20-foot wide drainage easement generally located on the west side of Stella Lake Street, 15 feet north of Wheeler Peak Drive, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 7



0 100 200 Feet

CASE: **VAC-34209**

N



0 100 200 Feet

CASE: **VAC-34209**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAC-34209

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

1. The limits of this Petition of Vacation shall be a portion of the twenty-foot wide Public Drainage Easement generally located West of Stella Lake Street, north of Wheeler Peak Drive as shown and granted per the "Amended Map For Las Vegas Enterprise Park' on file in Book 77, Page 54 of Plats on file in the Clark County, Nevada, Recorder's Office.

2. A new easement acceptable to the Flood Control section of Public Works shall be granted prior to Recordation of an Order of Vacation.

3. All development shall be in conformance with code requirements and design standards of all City Departments.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five-foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Vacate a 20-foot wide drainage easement generally located on the west side of Stella Lake Street, 15 feet north of Wheeler Peak Drive. The applicant has indicated that the request to Vacate was submitted to correct the actual physical location of the drainage area, which is different than what is shown on the CLV record drawings and Book 77, Page 54 of Plats. Since the drainage easement is no longer being utilized in its intended form, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/21/94	The City Council approved a Rezoning (Z-0136-94) from R-E (Residence Estates) zone to C-PB (Planned Business Park) on 75.56 acres located on the west side of Martin L. King Boulevard, between Lake Mead Boulevard and Vegas Drive. The Planning Commission recommended approval of the request.
09/14/95	The Planning Commission approved a request for a Plot Plan Review [Z-0136-94(1)] for a proposed Office Park located on the west side of Martin L. King Boulevard, between Lake Mead Boulevard and Vegas Drive.
02/07/96	The City Council approved an Extension of Time [Z-0136-94(3)] for a Rezoning from R-E (Residence Estates) zone to C-PB (Planned Business Park) on 75.56 acres located on the west side of Martin L. King Boulevard, between Lake Mead Boulevard and Vegas Drive.
04/01/01	The City Council approved a Site Development Plan Review [Z-0136-94(8)] for a proposed 17,235 square-foot police substation on west side of Stella Lake Road, south of Mount Mariah Drive. The Planning Commission recommended approval of the request.
01/11/07	The Planning Commission approved a request for a Site Development Plan Review (SDR-18336) for three proposed parking lots on a cumulative 11.28 acres generally located on the north side of Vegas Drive, approximately 1,065 feet west of Martin L. King Boulevard
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #7/jb).
Related Building Permits/Business Licenses	
No relevant building permit or licensing history exists pertaining to this request.	
Pre-Application Meeting	
A pre-application meeting was neither required nor held for this Vacation request.	
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this Vacation request.	

Field Check	
05/07/09	During a routine site inspection Staff observed well maintained 20-foot wide drainage channel.

Details of Application Request	
Site Area	
Gross Acres	0.03

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Police Substation / Office Park	LI/R (Light Industrial/Retail) & P-F (Public Facilities)	C-PB (Planned Business Park)
North	Police Substation	P-F (Public Facilities)	C-PB (Planned Business Park)
South	Office Park	LI/R (Light Industrial/Retail)	C-PB (Planned Business Park)
East	Office Park	LI/R (Light Industrial/Retail)	C-PB (Planned Business Park)
West	Single-Family Residences	ML (Medium Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Enterprise Park	X		Y
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – 105 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

LEGAL DESCRIPTION

A request has been submitted by Cox Communications Las Vegas Incorporated to Vacate a portion of an existing 20-foot wide drainage easement generally located on the west side of Stella Lake Street, 15 feet north of Wheeler Peak Drive.

The above property is legally described as follows:

A portion of the twenty foot wide public drainage easement as shown and granted per the "Amended Map For Las Vegas Enterprise Park" on file in Book 77, Page 54 of Plats on file in

the Clark County, Nevada Recorders Office, being also a portion of Lot 3 as shown on said plat, lying within the Southwest Quarter (SW ¼) of Section 21, Township 20 South, Range 61 East, M.D.B.M., City of Las Vegas, Clark County, Nevada.

ANALYSIS

A) Planning discussion

This is a request to Vacate a 20-foot wide drainage easement generally located on the west side of Stella Lake Street, 15 feet north of Wheeler Peak Drive. This requested Vacation was submitted to correct the actual physical location of the drainage area, which is different than what is shown on the "Amended Map for Las Vegas Enterprise Park," on file in Book 77, Page 54 of Plats. The applicant has indicated that they would like to realign the existing drainage easement between the two parking lots so the easement matches what was illustrated on the corresponding map. Since the drainage easement is no longer being utilized in its intended form, staff recommends approval of this request.

B) Public Works discussion

This Vacation application proposes to vacate an existing public drainage easement. As no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to send this Vacation request to the utility companies and franchise holders, nor wait for their responses. Since only City easements are involved; any utility company interests will not be affected.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

ASSEMBLY DISTRICT 7

SENATE DISTRICT 4

NOTICES MAILED 6 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-34209 APN: 139-21-416-004,015

Name of Property Owner: Cox Communications Las Vegas, Inc.

Name of Applicant: Same as Owner

Name of Representative: G.C. Wallace, Inc.

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: James A. Hatcher, V.P.

Print Name: James A. Hatcher

Subscribed and sworn before me

This 20th day of May, 2009

Georgina L. Harris

Notary Public in and for said County and State

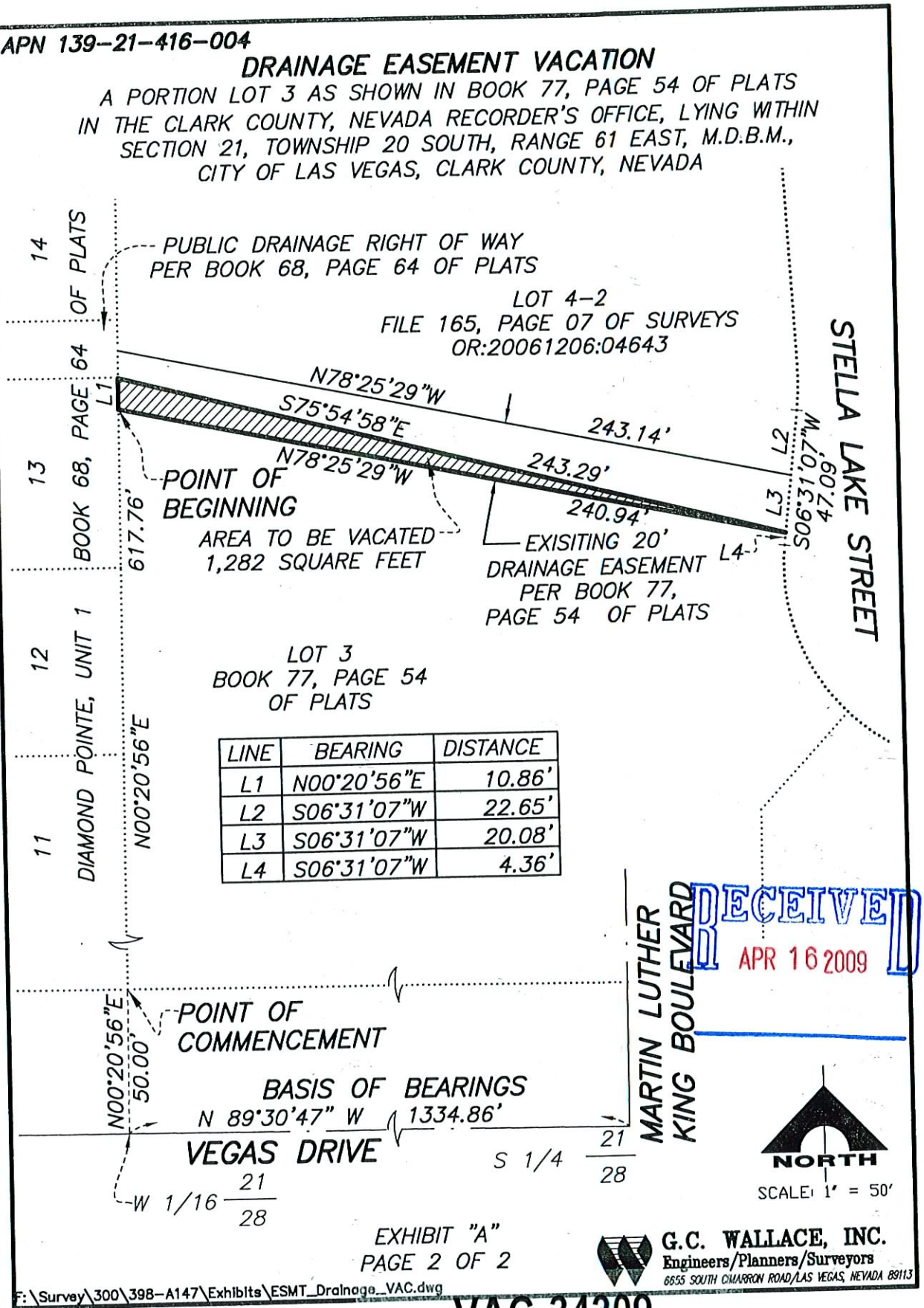
Revised 11-14-06

GEORGINA L. HARRIS
NOTARY PUBLIC
ROCKDALE STATE OF GEORGIA
My Commission Expires January 6, 2012

APN 139-21-416-004

DRAINAGE EASEMENT VACATION

A PORTION LOT 3 AS SHOWN IN BOOK 77, PAGE 54 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



LINE	BEARING	DISTANCE
L1	N00°20'56"E	10.86'
L2	S06°31'07"W	22.65'
L3	S06°31'07"W	20.08'
L4	S06°31'07"W	4.36'

RECEIVED
APR 16 2009

EXHIBIT "A"
PAGE 2 OF 2

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
6655 SOUTH CIMARRON ROAD/LAS VEGAS, NEVADA 89113

F:\Survey\300\398-A147\Exhibits\ESMT_Drainage_VAC.dwg

VAC-34209
06/11/09 PC



VAC-34209 - APPLICANT/OWNER: COX COMMUNICATIONS LAS VEGAS INC.
WEST SIDE OF STELLA LAKE STREET, 15 FEET NORTH OF WHEELER PEAK DRIVE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS

G. C. WALLACE, INC.

Writer's Contact Information:
702.804.2126

398-A147

April 14, 2009

Planning and Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Justification Letter – Vacation and Dedication of Existing Public Drainage Right o Way-APN 139-21-416-004 -015

To Whom It May Concern:

On behalf of our Client, Cox Communications Las Vegas, G. C. Wallace, Inc. (GCW) respectfully requests this Vacation and Dedication package be accepted/and approved. The package is being submitted to correct the actual physical location of the drainage area which is different than what is shown on the CLV record drawings and Book 77, Page 54 of Plats.

Very truly yours,

G. C. WALLACE, INC.

Cyndee Miller

Cyndee Miller
Project Coordinator

VAC-34209
06/11/09 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

RECEIVED
JUN 08 2009

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: VAC-34209 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: COX COMMUNICATIONS LAS VEGAS INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***June 11, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 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.

Roy D. Clark — 6/8/09

Signature — Date

Roy D. Clark

Please print name

G. C. Wallace Inc.

Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 6/11/09 Item 7

#7

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

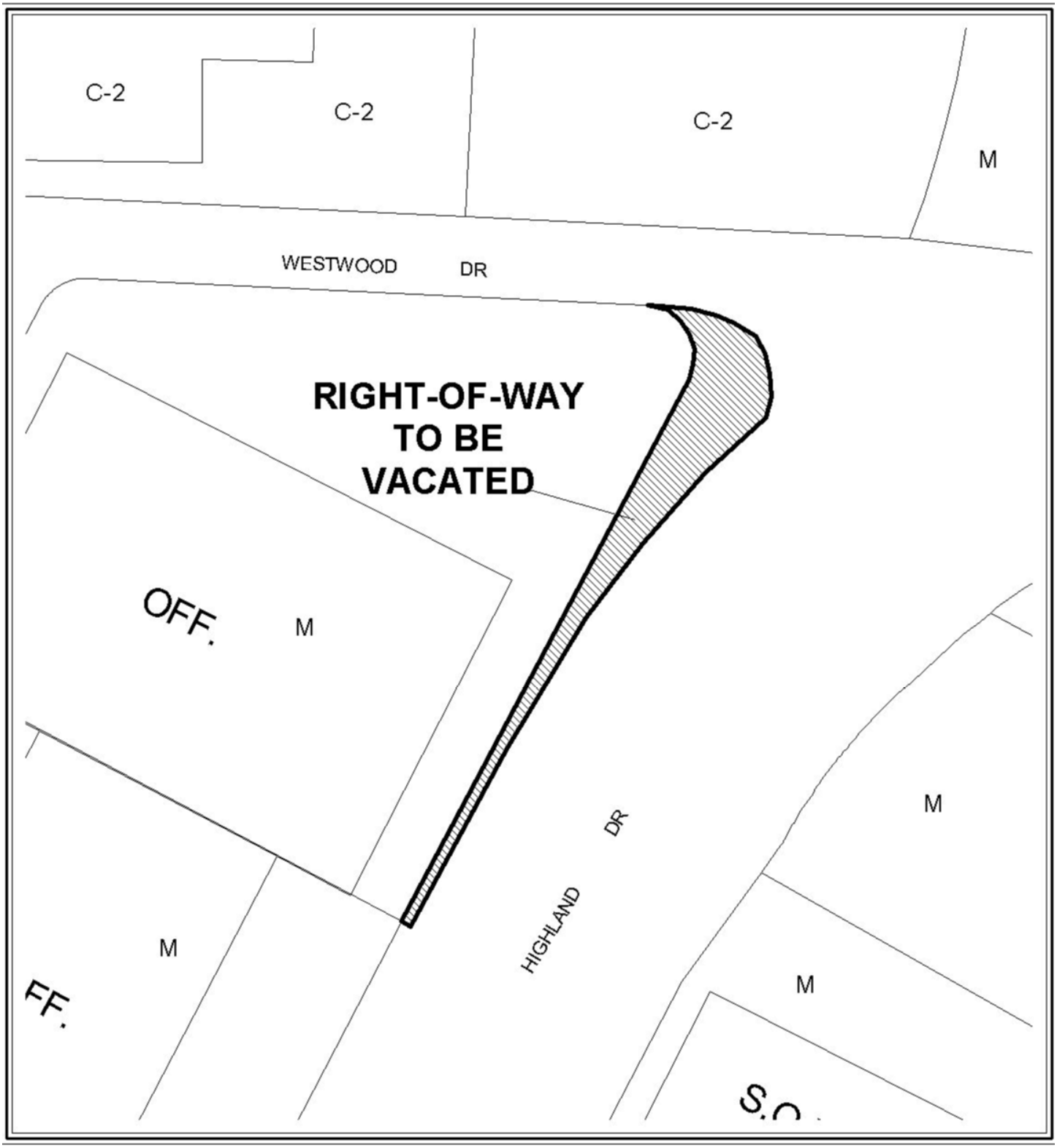
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-34307 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: 2575 S HIGHLAND DRIVE, L.P. - Request to Vacate a 2,131 square-foot portion of Highland Drive located approximately 275 feet northeast of Sutter Avenue, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 8



0 50 100 Feet

CASE: **VAC-34307**

N



0 50 100 Feet

CASE: **VAC-34307**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAC-34307 – APPLICANT/OWNER: 2575 S HIGHLAND DRIVE LP

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

1. The limits of this Petition of Vacation shall be the excess right-of-way along the west side of Highland Drive approximately 275 feet northwest of Sutter Avenue, such that a 80-foot right-of-way width is retained.

2. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation.

3. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

6. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Vacate a 2,131 square-foot portion of right-of-way adjacent to 2575 Highland Drive. The applicant has indicated that Highland Drive's right-of-way was realigned to the east; however the old right-of-way remains situated within the northeastern portion of the subject property. Since the portion of right-of-way is no longer being utilized in its intended form, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/18/61	The Board of City Commissioners approved a request to Rezone (Z-0062-60) property from R-E (Residence Estates) to M-1 (Light Industrial) on property located south of Sahara Avenue between Highland Drive ad the proposed freeway. The Planning Commission recommended approval of the request.
05/17/06	The City Council approved a request for General Plan Amendment (GPA-9219) to change the Future Land Use designation 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 of the request.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #8/jb).
Related Building Permits/Business Licenses	
No relevant building permit or licensing history exists pertaining to this request.	
Pre-Application Meeting	
A pre-application meeting was neither required nor held for this Vacation request.	
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this Vacation request.	
Field Check	
05/07/09	During a routine site inspection Staff observed a well maintained site

Details of Application Request	
Site Area	
Gross Acres	0.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Office	LI/R (Light Industrial/ Research)	M (Industrial)

North	Hotel	C (Commercial – Downtown Redevelopment Area designation)	C-2 (General Commercial)
South	Office	LI/R (Light Industrial/ Research)	M (Industrial)
East	Sexually Oriented Business	LI/R (Light Industrial/ Research)	M (Industrial)
	R.V. Sales	LI/R (Light Industrial/ Research)	M (Industrial)
West	Office	LI/R (Light Industrial/ Research)	M (Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown 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

LEGAL DESCRIPTION

A request has been submitted by Lionel Sawyer & Collins to Vacate a public right-of-way generally located on the corner of Highland Drive and Westwood Drive.

The above property is legally described as follows:

A portion of right-of-way as dedicated in Book 4, Page 84 of Plats, recorded August 12, 1955 in document No. 54447 on file at Clark County, Nevada Recorder's Office, lying with the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 9, Township 21 South, Range 61 East, M.D.M.

ANALYSIS

A) Planning discussion

This is a request to Vacate a 2,131 square-foot portion of right-of-way adjacent to 2575 Highland Drive. The applicant has indicated that Highland Drive's right-of-way was realigned to the east,

however the old right-of-way remains situated within the northeastern portion of the subject property. As the portion of right-of-way is no longer being utilized in its intended form, staff is recommending approval of this request.

B) Public Works discussion

The following information is presented concerning this request to vacate certain public street right of ways:

A. Does this vacation request result in uniform or non-uniform right-of-way widths?
Uniform.

B. From a traffic-handling viewpoint will this vacation request result in a reduced traffic handling capability?
No, since no traffic travels through this portion of right-of-way.

C. Does it appear that the vacation request involves only excess right-of-way?
Yes, as the right-of-way is landscaped and outside of the vehicular travel lane.

D. Does this vacation request coincide with development plans of the adjacent parcels?
The adjacent parcel is currently developed.

E. Does this vacation request eliminate public street access to any abutting parcel?
No.

F. Does this vacation request result in a conflict with any existing City requirements?
No.

G. Does the Department of Public Works have an objection to this vacation request?
No.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 10

SENATE DISTRICT 7

NOTICES MAILED 5 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-34307 APN: 162-09-110-018

Name of Property Owner: 2575 S HIGHLAND DRIVE L P

Name of Applicant: Lionel Sawyer & Collins

Name of Representative: Greg Borgel

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: LEE AMAITIS ON BEHALF OF CANTOR GW NV HOLDINGS LP

Subscribed and sworn before me

This 6th day of April, 2009

Jannette A. Stewart

Notary Public in and for said County and State

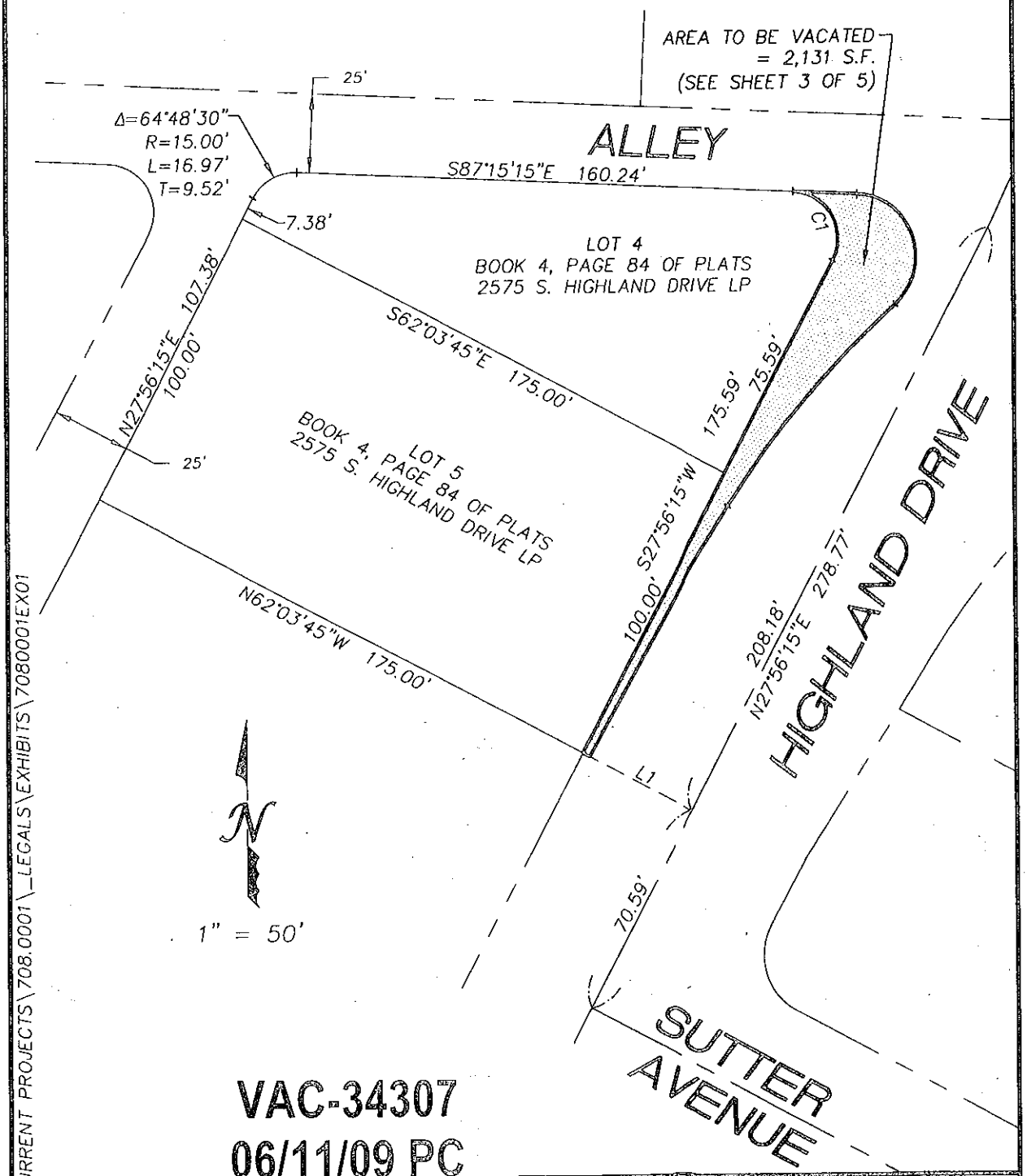
State of Nevada

County of Clark

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JANNETTE A. STEWART
No: 07-2303-1
My Appointment Expires Apr. 16, 2011

Revised 11-14-06

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



VAC-34307
06/11/09 PC

NOTE

SEE SHEET 4 OF 5 FOR LINE AND CURVE DATA TABLES.

Heritage Surveying
7866 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89117
(702) 474-6277 (HS4-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

PROJECT: P:_CURRENT PROJECTS\708.0001_LEGALS\EXHIBITS\7080001EX01

RECEIVED
APR 2 8 2009



VAC-34307 - APPLICANT/OWNER: 2575 S HIGHLAND DRIVE, LP
NORTHEAST OF SUTTER AVENUE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



VAC-34307 - APPLICANT/OWNER: 2575 S HIGHLAND DRIVE, LP
NORTHEAST OF SUTTER AVENUE
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

(702) 383-8888

FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

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GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
BRENT HEBERLEE
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. STOW
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RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
TREVOR HAYES
JENNIFER J. DiMARZIO
PEARL L.GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT-ARNOLD
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
BRIAN HARRIS
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER
(702) 383-8837
MGOLDSTEIN@LIONELSAWYER.COM

April 24, 2009

City of Las Vegas
Las Vegas, Nevada

Re: Our file 16744-22 Cantor Wichinsky

Ladies and Gentlemen:

2575 S Highland Drive LP is the owner of property located at 2575 Highland Drive.

Highland Drive's right of way was realigned 40 feet to the east. The old right of way identified from Book 721, Instrument No. 579882, and Book 709, Instrument No. 570059 of Official Records was not vacated and remains situated within the easternmost portion of the parking lot of 2575 Highland Drive. The presence of the old right of way of Highland Drive impairs the title to 2575 Highland Drive and should be vacated and abandoned.

Very truly yours,

Mark H. Goldstein

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VAC-34307
06/11/09 PC

G:\Attorneys\MHG\16744-22 Cantor Wichinsky\4-24-09 Justification letter.doc

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

RECEIVED
JUN 09 2009

SUBJECT: VAC-34307 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: 2575 S HIGHLAND DRIVE, L.P.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***June 11, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 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.

Signature — 6/9/09 Date

Lee Amaitis
Please print name

2575 S Highland Drive, L.P.
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 6/11/09 Item 8

#8

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

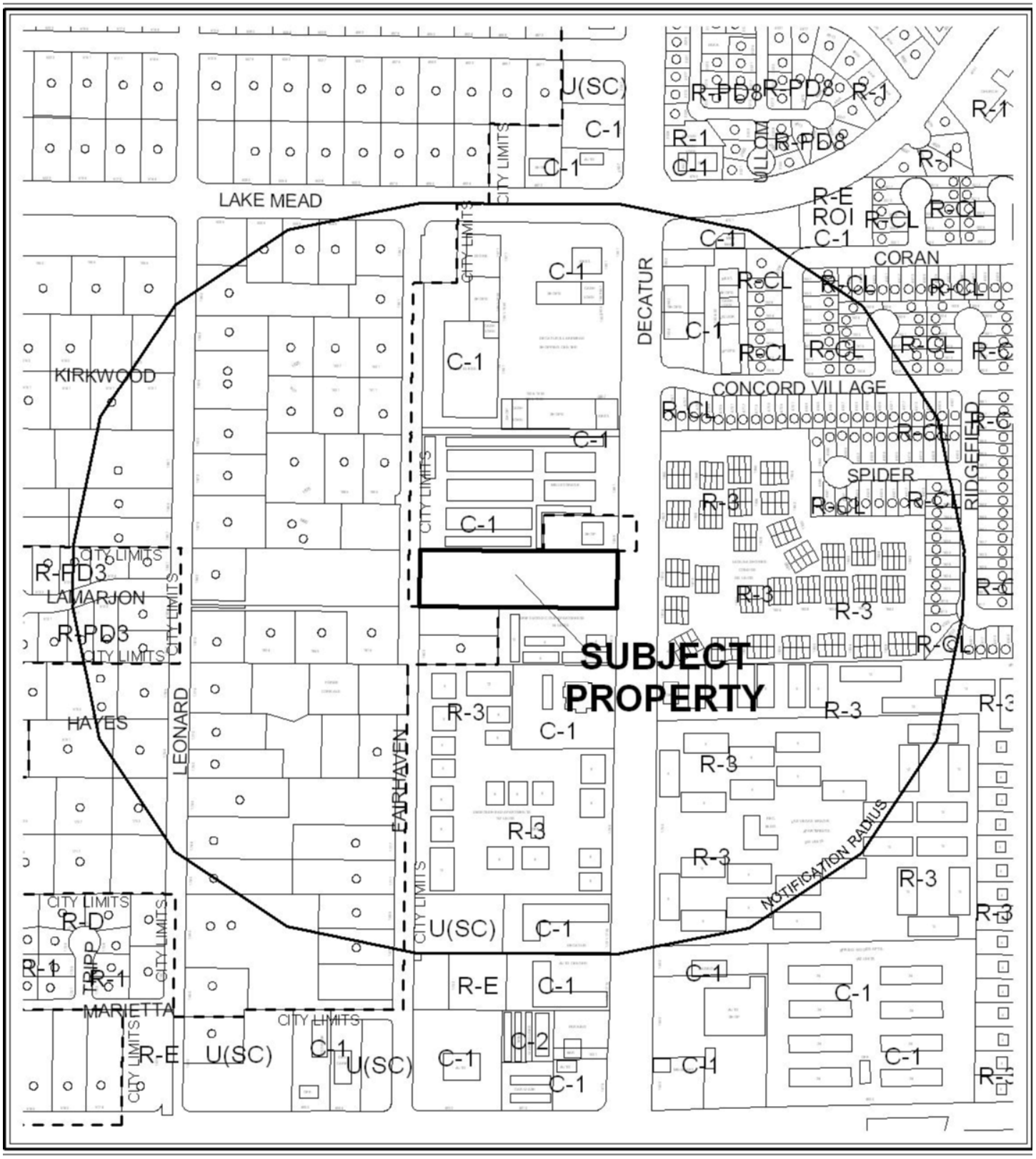
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-32640 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Variance TO ALLOW 119 PARKING SPACES WHERE 146 ARE REQUIRED on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**87**
City Council Meeting	**4**	**City Council Meeting**	**4**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 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. Protest/Support Postcards
7. Abeyance Request by Ballard Spahr Andrews & Ingersol, LLP
8. Backup Referenced from the 03-12-2009 Planning Commission Meeting Item 15



CASE: VAR-32640

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



CASE: VAR-32640

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/vq-1/ke vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0050-97), Variance (VAR-33015), Special Use Permit (SUP-32639) and Site Development Plan Review (SDR-32638) shall be required, if approved.

2. 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 119 parking spaces where 146 are required on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The applicant has also submitted applications for a Variance (VAR-33015) to allow a 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted; a Special Use Permit (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted; and a Site Development Plan Review (SDR-32638) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space As part of the Site Development Plan Review, the applicant is requesting an Exception to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter. Staff is recommending denial of the request because the applicant has created a self-imposed hardship that could be alleviated through alternative site design.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/08/97	The City Council approved a request for Rezoning (Z-0050-97) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard.
02/18/04	The City Council approved requests for a Site Development Plan Review (SDR-3496) for a Senior Housing Complex with a Waiver of the perimeter landscaping requirements, and a Special Use Permit (SUP-3491) for a Senior Apartment Complex on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The Planning Commission recommended approval. These entitlements expired 02/18/06 as no Extension of Time was submitted.
11/15/04	A Code Enforcement complaint (#23727) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 01/12/05.
10/10/05	A Code Enforcement complaint (#35225) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 10/12/05.

03/20/06	A Code Enforcement complaint (#39426) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/26/06.
02/15/07	A Code Enforcement complaint (#50556) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/16/07.
04/18/08	A Code Enforcement complaint (#64758) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 05/19/08.
03/12/09	The Planning Commission recommended approval of companion items VAR-33015, SUP-32639 and SDR-32638 concurrently with this application. The Planning Commission voted 5-1/vq-1/ke to recommend APPROVAL (PC Agenda Item #15/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the site.

Pre-Application Meeting	
01/07/09	A pre-application meeting was held to discuss the requirements for applications for a Site Development Plan Review, a Special Use Permit and two Variances. Issues discussed included the minimum requirements for a Senior Apartment use, parking requirements and development standards.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application.	

Field Check	
01/21/09	A field check was conducted by staff. The subject site is a vacant, undeveloped lot with an unpermitted chain link fence at the east perimeter and a portion of the north perimeter, which is topped with barb wire. There was assorted trash and debris at the site.

Details of Application Request	
Site Area	
Gross Acres	2.16 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] Under Resolution of Intent to C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
	Wireless Communications Facility	RN (Rural Neighborhood) [Clark County]	C-1 (Local Business) [Clark County]
South	Apartments	SC (Service Commercial)	R-3 (Medium Density Residential)
	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [Clark County]
East	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [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			
A-O (Airport Overlay) District (70 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

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	
Senior Apartments	151 Units	0.75 / Unit	114				
General Retail	5460 SF	1 / 175	32				
SubTotal			146				
TOTAL			141	5	114	5	N*
Loading Spaces		1 / Less Than 10,000 SF	1		1		Y
Percent Deviation					19%		

**The applicant has submitted this request for a Variance to allow 119 parking spaces where 146 are required, a 19% deviation.*

ANALYSIS

This is a request for a Variance to allow 119 parking spaces where 146 are required on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. This Variance is related to an associated request for a Site Development Plan Review (SDR-32638) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space, with parking for the site provided on the ground floor in a garage, located under the apartment complex. The 119 parking spaces provided on the site represent a 19% deviation from the 146 parking spaces required to meet the minimum standards of Title 19.04. This Variance, combined with an associated Variance for lot coverage and setback requirements and a Waiver of a minimum Special Use Permit requirement prohibiting the location of apartments on the ground floor indicate that the site, as proposed, will be overbuilt. Alternative site design or a project of smaller scope would alleviate the need for this Variance; therefore, staff is recommending denial of the request as the applicant has created a self-imposed hardship by proposing to overbuild the site.

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 to overbuild the site. Alternative site 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

There were three speakers in opposition at the Planning Commission. A Petition was submitted at the meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 390 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-32640 APN: 138-24-703-006

Name of Property Owner: Isani Rasia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Gunay Sarihan

Print Name: Gunay Sarihan

Subscribed and sworn before me

This 11 day of December, 2008

Notary Public in and for said County and State Broward, Florida

Revised 11-14-06

F:\Apps\Application Packet\Statement of Financial Interest.doc

CAROL B SINGEL
MY COMMISSION # DD508263
EXPIRES: Feb. 12, 2010
Florida Notary Service.com

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-32640 APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Razia Isani

Print Name: RAZIA ISANI

Subscribed and sworn before me

This 11th day of December, 2008

Candice Salerno

Notary Public in and for said County and State

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1 2012
My appt. exp. April 8, 2008



VICINITY MAP

PROJECT DATA

APN # 138-24-703-006

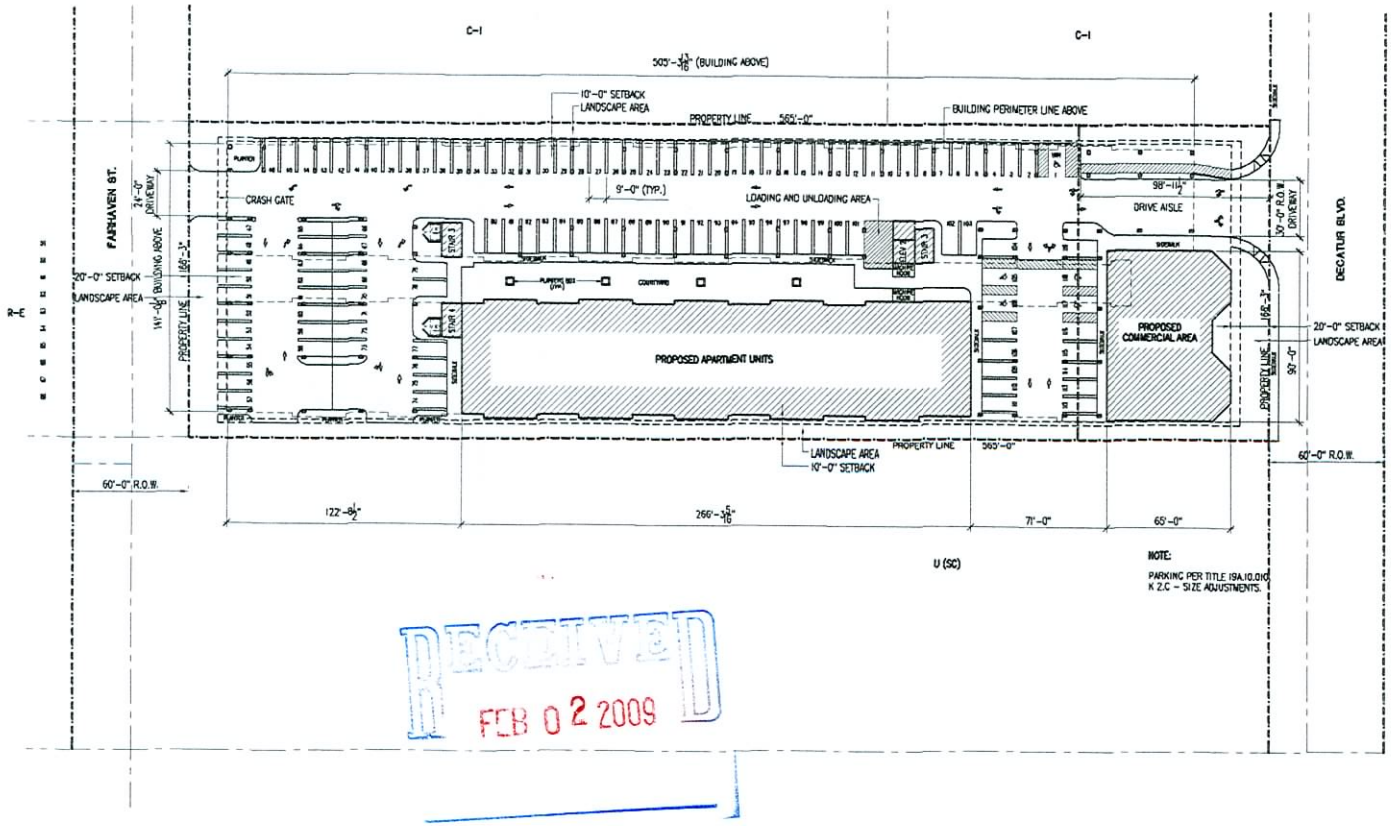
ADDRESS:	1841 N. DECATUR BLVD. LAS VEGAS, NV
LOT COVERAGE:	76%
LOT AREA:	93,934 S.F. (2.16 ACRE)

PARKING REQUIRED:

RESIDENTIAL:	151 UNITS @ .75=150 = 114
RETAIL:	5460 SF @ 1: 175 SF = 32
TOTAL REQUIRED	146

PARKING PROVIDED:

STANDARD CAR: 9' X 18'	114
HANDICAP (CAR) : 9' X 18'	4
HANDICAP (VAN) : 9' X 18'	1
PARKING PROVIDED	119



NOTE:
PARKING PER TITLE 19A.10.010 K 2.C - SIZE ADJUSTMENTS.

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FEB 02 2009

1 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"
NORTH

DENNIS E. RUSK ARCHITECT, LLC

SITE DEVELOPMENT PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-08-09
Project No: 0321
Drawn By: JGL/RCS
Check By: DERMLB
Sheet No: SP1.0

VAR-33015 VAR-32640
SUP-32639 SDR-32638
REVISED 02/26/09 PC



VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
FEBRUARY 26, 2009 PLANNING COMMISSION

01/21/09



VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
FEBRUARY 26, 2009 PLANNING COMMISSION

01/21/09



VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
FEBRUARY 26, 2009 PLANNING COMMISSION

01/21/09



VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
FEBRUARY 26, 2009 PLANNING COMMISSION

01/21/09



VAR-32640 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
FEBRUARY 26, 2009 PLANNING COMMISSION

01/21/09

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106-4614
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

ATLANTA, GA
BALTIMORE, MD
BETHESDA, MD
DENVER, CO
LAS VEGAS, NV
LOS ANGELES, CA
PHILADELPHIA, PA
PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

MAREN PARRY
PERSONAL FAX: (866) 381-5357
E-MAIL: PARRYM@BALLARDSPAHR.COM

January 13, 2009

By Hand Delivery

Doug Rankin
City of Las Vegas Planning and Development Dept.
731 South Fourth Street
Las Vegas, Nevada 89101

Re: **REVISED Justification Letter**
Metropolitan Homes
APN 138-24-703-006

Dear Mr. Rankin:

Enclosed please find a Variance application to supplement the prior application package submitted to your office on Friday, December 12, 2008, requesting approvals for a Senior Housing facility in a C-1 zone proposed at 1821 North Decatur Blvd (west side of Decatur, between Vegas Drive and Lake Mead Boulevard). The proposed facility was approved by way of applications SDR-3498 and SUP-3491 in 2004, but subsequent litigation surrounding the sale of the property delayed the commencement of development, and the approvals expired.

Metropolitan Homes respectfully requests renewed approvals to construct the same project at the same site. The development consists of a 150-unit low income apartment complex on 2.16 acres. The project will provide approximately 6000 square feet of commercial development to support the tenants and the neighborhood. The project design provides a unique floor plan wherein two main corridors are separated by a courtyard above the first floor, providing a cover to the parking beneath. The second floor area above the commercial portion of the property provides a recreation area for residents of the facility. The architecture of the structure provides a "stepped-back" look to offer additional articulation and interest in the building design and making the building more appropriate to the neighboring residential area. To facilitate this unique style and to provide covered parking for the proposed senior residents, a Variance to permit an increase in permitted lot coverage and a reduction in the required separation from neighboring residences will be necessary. This variance from the development

VAR-32640
02/26/09 PC

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code allows the upper units to shield the parking area during the hot summers, while providing a feeling of open space to a greater number of residents by way of the open courtyard between the two main corridors.

An additional Variance for a reduction in parking spaces is also required, and is appropriate for a senior center which is anticipated to have fewer residents who are automobile owners.

If you have any questions or need additional information, please do not hesitate to contact me at the above number.

Sincerely,

Maren Parry

Maren Parry

MP/mp
Enclosure

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JAN 13 2009

y of Las Vegas
ice Of The City Clerk
) Stewart Avenue
s Vegas, Nevada 89101

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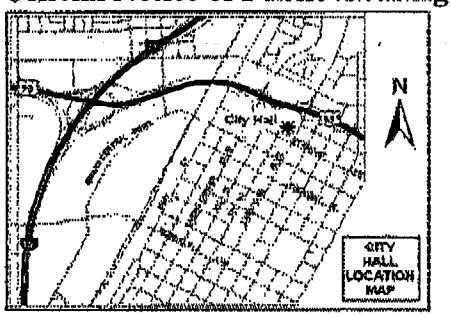

you wish to file your protest or support on this request, check the ropriate box below and return this card in an envelope with postage to the fice Of The City Clerk at the address listed above or fax this side of this d to (702) 382-4803. If you would like to contact your Council presentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

AR-32640 & VAR-33015
ty Council Meeting of 4/15/2009

RAMEY PATRICIA A
4625 CONCORD VILLAGE DR
LAS VEGAS NV 89108-2143

APN#13919310026

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2009 APR -7 P 12:02

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

TO

LAS VEGAS, NV 890

08 APR 2009

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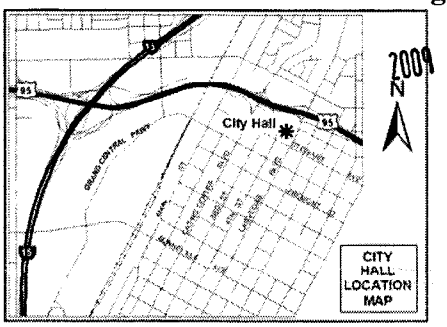

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

FROM:
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

APN#13824803006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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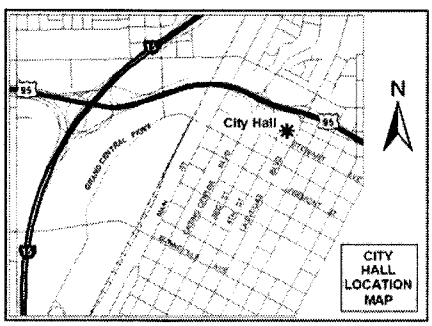

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

2009 APR 13 A 10:59

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JASINSKI DENNIS G & KATHRINE K
1810 LEONARD LN
LAS VEGAS NV 89108-2329

APN#13824702026

after final agenda

Date 4/15/09 Item 114 & 115 W-5

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2009 APR 13 P 1:44

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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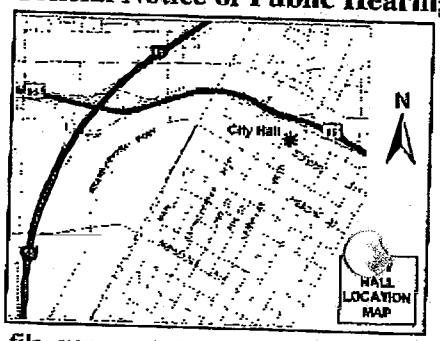

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015

City Council Meeting of 4/15/2009

RATHJE FAMILY TRUST
RATHJE LARRY L & BARBARA J TRS
1927 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

APN#13824702010

BAVOR11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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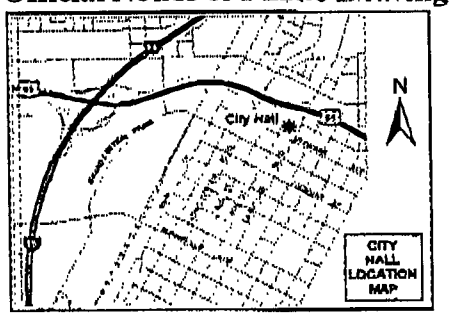

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

HUGHES FAMILY L L C #3
COURY FAMILY L L C #2
2975 S HIGHLAND DR
LAS VEGAS NV 89109-1011

APN#13919401003

04/08/2009 WED 13:22 [TX/RX NO 5404] 001

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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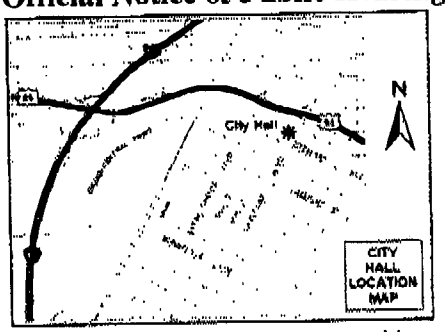

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

2009 APR 13 A 8:12

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APN#13919311188

04/10/2009 22:02 7022334251 ELSA SWABY PAGE 01

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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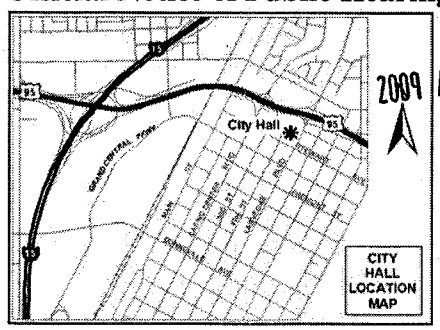

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

APN#13824703005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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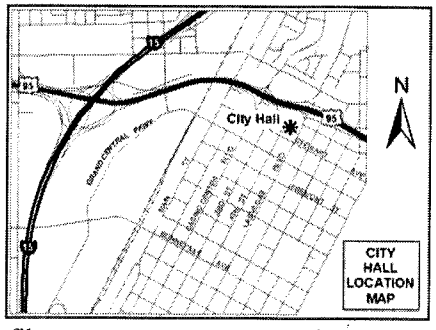

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

WEST DAVID & DONNA
1895 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

APN#13824702020

89108230 2012

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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BALTIMORE, MD
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DENVER, CO
LAS VEGAS, NV
LOS ANGELES, CA
PHILADELPHIA, PA
PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

BILL CURRAN
DIRECT DIAL: (702) 471-7000
PERSONAL FAX: (702) 471-7070
E-MAIL: CURRANB@BALLARDSPAHR.COM

July 2, 2009

Beverly K. Bridges
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: **REQUEST TO HOLD --**
VAR-32640/VAR-33015/SUP-32639/SDR-32638 -
July 15, 2009 City Council Meeting

Dear Ms. Bridges:

Please accept this as my client's request to hold the above referenced matter in abeyance and to reschedule it for hearing before the City Council on August 19, 2009.

My client regrets having to make this request but has encountered delays in getting his site plan and building design revised with sufficient lead time for the Planning Department to conduct its evaluation of the changes. It is believed that abeying the hearing will provide enough time to complete the redesign and submit the revisions in sufficient time for a complete review.

We very much appreciates your assistance in this matter.

Sincerely,

Bill Curran

WPC:cw

cc: Councilman Ricki Barlow
Margo Wheeler
Doug Rankin
Ydoleena Yturralde
Carlos Escapa

DMWEST #7176718 v1

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

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Ashley Wells	Ashley Wells	1815 Fairmount St.
[illegible]	Dominic J. Nolan	1799 N. Decatur Ave #109
[illegible]	MARIA Lopez	1799 N Decatur #104
[illegible]	Donnie Simons	1799 N Decatur #106
Michael Isabell	MICHAEL ISABELL	1799 N. DECATUR #206
Gustavo Muñoz	Gus Muñoz	1799 N. Decatur #203
Silvia Sanchez	Silvia Sanchez	1799 N. Decatur - 108
Desirae Walls	[illegible] Walls	1799. N Decatur 107
Kelli Stevens	Kelli Stevens	1799 N Decatur #208
Reynaldo Cantu	[illegible]	1799 N Decatur #114
[illegible]	[illegible]	1799 N Decatur 1214
Robert A Rogers	Robert A Rogers	1799 N Decatur 113
Edith Nilsen	Edith Nilsen	1799 N. Decatur #117
Maria Ortiz	Maria Ortiz	1799 N Decatur #125
Lordee Humphreys	Lordee Humpherys	1799 No Decatur #148

Submitted at Planning Commission

DMWEST #6794314 v1

Date 3/12/09 Item 15-18

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	JARED YOUNG	1799 N Decatur #142
	FRANK JONES	1799 N DECATUR #235
	Melissa Cardenas	1799 N. Decatur #235
	Robert EARL	1799 N. Decatur #235
	Marquinn Thomas	8121 JADE HARBOR CT.
	TONY CORTINA	1799 N DECATUR #209
	Ryan Ferguson	1799 N. DECATUR #129
	Wade West	1799 N Decatur #138
	Richard Gillman	1799 N. Decatur #215

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
	DAVID PLUMMER	1812 DECATUR #102
	Jose Guevara	1810 Decatur #102
	Arcadia Santiago	1810 " "
	DOROTHY BUTLER	1810 " " #103
	Rory Miller	1812 " " #203
	Curtis Byrd	1850 " " 102
	1802 N Rancho #104	
	Estefana Gutierrez	1802 N. Decatur #102
	Derrick Trotter	1860 N. Decatur #101
	Reagyna Trotter	1860 N. Decatur #101
	CHRISTIVE LE	1860 N DECATUR #104
	Richard Anderson	1802 N. Decatur Apt 203
	Floong Pollard	1802 N. Decatur Blvd Apt 202
	Ronnie Stewart	1804 N Decatur #103

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Dwight Beasley	DWIGHT BEASLEY	1858 N. DECATUR #201
Ona Coleman	ONA COLEMAN	1858 N. Decatur #101
Lori Carter	LORI CARTER	1858 N. Decatur #101
[illegible]	John Gomez	1858 N. Decatur #104
[illegible]	SIG KUUSK	1806 N. DECATUR #101
[illegible]	Shenika Warner	1806 N. Decatur Blvd #201
Beverly Kelley	Beverly Kelley	1806 N Decatur #104
[illegible]	GREGORY QUITUGUA	1852 N. Decatur #101
Maryl Hendricks	Marylee Hendricks	1856 N Decatur #101
Francis Romanoski	FRANCIS ROMANOSKI	1856 N DECATOR
Angel Vanscyoc	ANGEL VANSCYOC	1854 N DECATOR
Nyeesha Cook	NYEESHA COOK	1848 N Decatur #102
E J Marlowe	EDITH MARLOWE	1824 N — #104
Emily Gumas	Emily Gumas	1824 N. Decatur #101
Jazmin Lozoyo	Jazmin Lozoyo	1824 N. Decatur #203

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Kim AND Paul S Miller	Kim AND Paul Miller	1834 North Decatur #102 " " " #101

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	Darrell Henson	1813 N Decatur Blvd 89108 APT 208 LOS VEGAS NV
	Antonio Cordero	1675 Fairhaven st.
	SUBJECT TO 2-STORY DWELLINGS ONLY. EUALIO G. NORIEGA	1751 N. FAIRHAVEN ST.
	Eduardo Gonzalez	1961 Fairhaven st
	SUBJECT TO MAYBE 2 STORY NOT THREE Larry L Rothje	1927 FAIRHAVEN CIR
	CHARLES APLIN	192, Fairhaven Cr.
	STAN BEIKOWSKY	1923 FAIRHAVEN
Donna West	Donna West	1895 Fairhaven St. 89108
David R West	David West	1895 Fairhaven St. 8910
Coleen Campbell	Coleen Campbell	1865 Fairhaven St. 89108
	DAVID GRANT	1885 FAIRHAVEN ST
Michele Tombary	MICHELE TOMBARY	1885 FAIRHAVEN ST

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Jeremy Shipton	Jeremy Shipton	1813 N. Decatur #104A
Renate Ogle	Renate Ogle	" "

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Donica G. Beckett	Donica' G. Beckett	1813 N. Decatur Blvd Las Vegas, NV 89108
		1813 N. Decatur
	Gabriela Martinez	1813 N Decatur
	KHANH TO	1813 N. DECATUR #110
	Melanie Peek	1813 N. Decature #111
	Nick Mais	1813 N. Decatur #111
	Beverly J Pattison	1813 N. DECATUR Blvd 108
	Linda Sandoval	1813N. DecatueBlVD 108
	Lamont Johnson	1813N DecaturBlvd 115
	DEBBIE Allen	1813N N. Decatur #216
	Evaristo Melo	1813 N. Decatur #213
	Julie Butler	1813 N Decatur Blvd #113
	Joe wiley JR	1813 N. Decatur #211
	Rose Lopez	1813 N. Decatur #210
	James Rowton	1813 N. Decatur #206

01/09/1996 12:14 7023639198 WEEDEN III PAGE 01

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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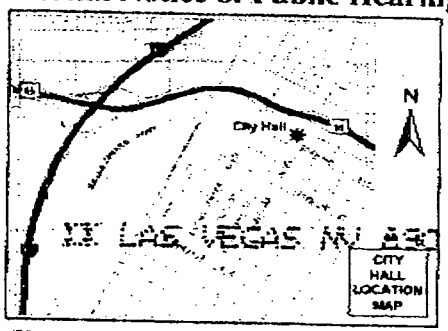
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 89 02-14-09

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-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

13824701005 Case: VAR-32640
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

RECEIVED
FEB 25 2009

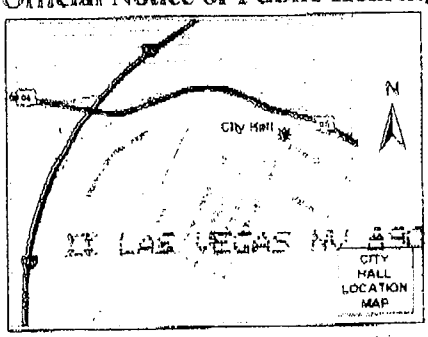
89108-2336 A 80789

Submitted after final agenda
Date 2/25/09 Item 34 & 35 - 340

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 OPPOSE this Request

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VAR-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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MAILED FROM ZIPCODE 89101

RECEIVED
FEB 20 2009

Case: VAR-32640

13919311188
SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

34P

02/19/2009 20:27 7022334251 ELSA SWABY PAGE 02

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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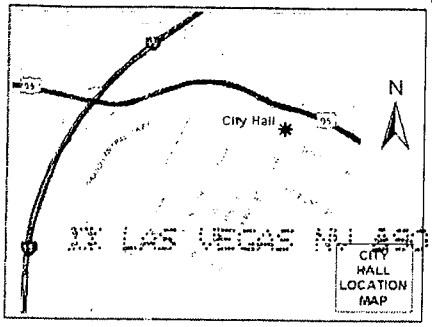
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



1X LAS VEGAS NV 890 02-14-09

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
Planning Commission Meeting of 2/26/2009

Case: VAR-32640
13824703005
WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

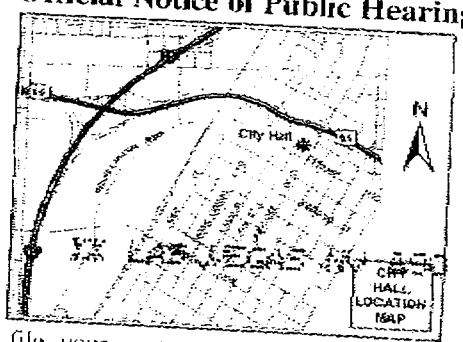
77066$1031 R035

34A

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



02-14-05

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-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

13919311171 Case: VAR-32640
ALANIZ VICTOR E & VINCENT
1736 ISABEL WY
UPLAND CA 91784-9275

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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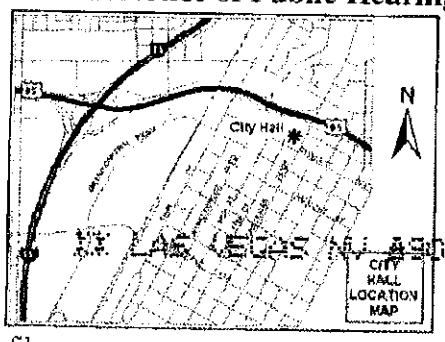

LAS VEGAS NV 890 02-14-09

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
Planning Commission Meeting of 2/26/2009

Case: VAR-32640
13824701014
FALKENSAMMER LEOPOLD & K REV TR
2224 GLENBROOK WY
LAS VEGAS NV 89117-5852

891178565240327

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

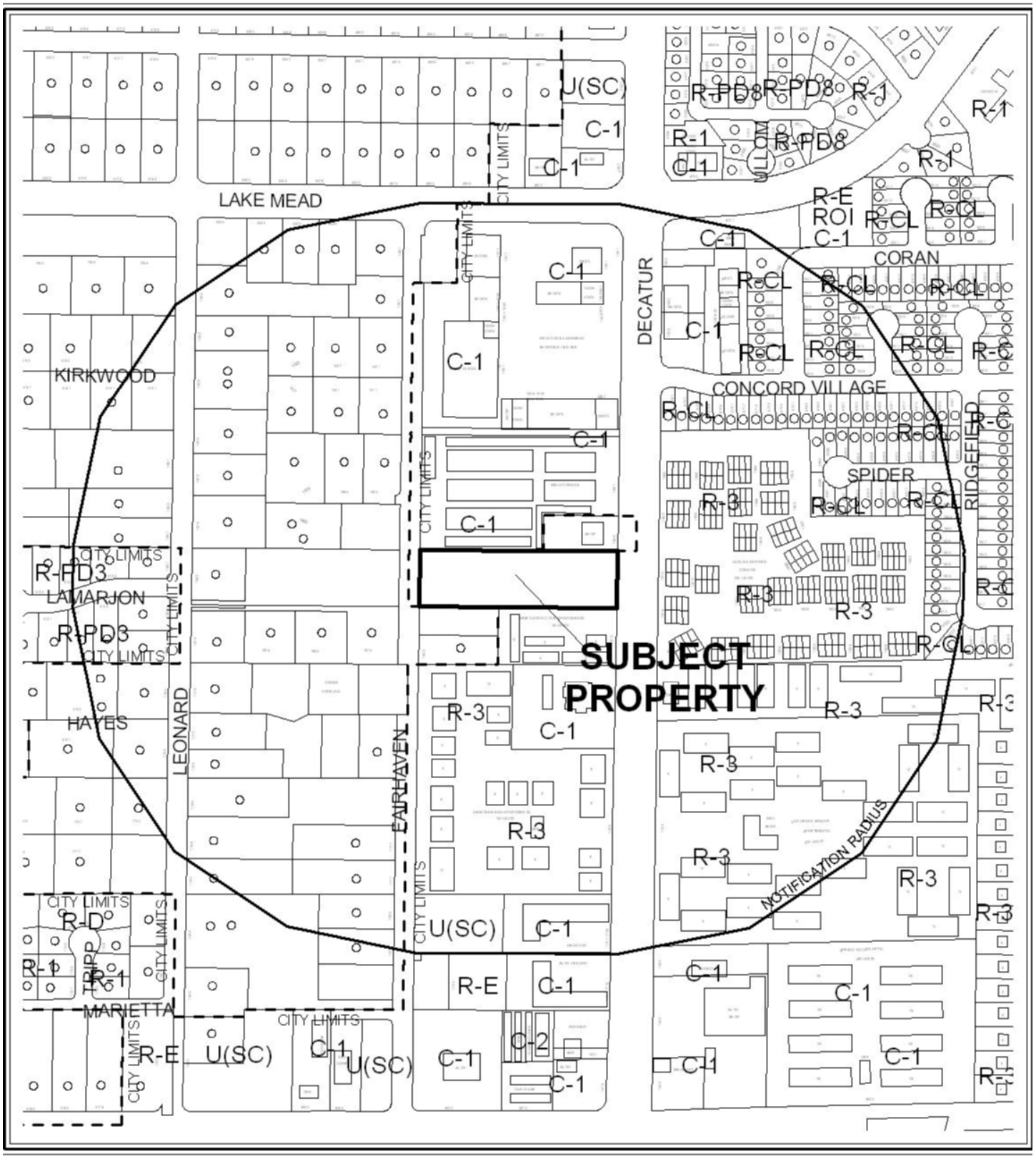
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-33015 – ABEYANCE ITEM - VARIANCE RELATED TO VAR-32640 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Variance TO ALLOW A 10-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 132 FEET AND TO ALLOW A LOT COVERAGE OF 82% WHERE 50% IS THE MAXIMUM PERMITTED on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**4**	**City Council Meeting**	**4**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 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. Protest/Support Postcards
7. Abeyance Request by Ballard Spahr Andrews & Ingersol, LLP
8. Backup Referenced from the 03-12-2009 Planning Commission Meeting Item 16



CASE: VAR-33015

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



CASE: VAR-33015

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/q-1ke vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0050-97), Variance (VAR-32640), Special Use Permit (SUP-32639) and Site Development Plan Review (SDR-32638) shall be required, if approved.

2. 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 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The applicant has also submitted applications for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required; a Special Use Permit (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted; and a Site Development Plan Review (SDR-32638) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space As part of the Site Development Plan Review, the applicant is requesting an Exception to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter. Staff is recommending denial of the request because the applicant has created a self-imposed hardship that could be alleviated through alternative site design.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/08/97	The City Council approved a request for Rezoning (Z-0050-97) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard.
02/18/04	The City Council approved requests for a Site Development Plan Review (SDR-3496) for a Senior Housing Complex with a Waiver of the perimeter landscaping requirements, and a Special Use Permit (SUP-3491) for a Senior Apartment Complex on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The Planning Commission recommended approval. These entitlements expired 02/18/06 as no Extension of Time was submitted.
11/15/04	A Code Enforcement complaint (#23727) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 01/12/05.
10/10/05	A Code Enforcement complaint (#35225) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 10/12/05.

03/20/06	A Code Enforcement complaint (#39426) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/26/06.
02/15/07	A Code Enforcement complaint (#50556) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/16/07.
04/18/08	A Code Enforcement complaint (#64758) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 05/19/08.
03/12/09	The Planning Commission recommended approval of companion items VAR-32640, SUP-32639 and SDR-32638 concurrently with this application. The Planning Commission voted 5-1/vq-1/ke to recommend APPROVAL (PC Agenda Item #16/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the site.

Pre-Application Meeting	
01/07/09	A pre-application meeting was held to discuss the requirements for applications for a Site Development Plan Review, a Special Use Permit and two Variances. Issues discussed included the minimum requirements for a Senior Apartment use, parking requirements and development standards.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application.	

Field Check	
01/21/09	A field check was conducted by staff. The subject site is a vacant, undeveloped lot with an unpermitted chain link fence at the east perimeter and a portion of the north perimeter, which is topped with barb wire. There was assorted trash and debris at the site.

Details of Application Request	
Site Area	
Gross Acres	2.16 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] Under Resolution of Intent to C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
	Wireless Communications Facility	RN (Rural Neighborhood) [Clark County]	C-1 (Local Business) [Clark County]
South	Apartments	SC (Service Commercial)	R-3 (Medium Density Residential)
	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [Clark County]
East	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [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			
A-O (Airport Overlay) District (70 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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	93,226 SF	Y
Min. Lot Width	100 Feet	162 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	N/A	Y
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50%	82%	N*
Max. Building Height	N/A	44 Feet	Y

** The applicant has submitted a request for this Variance to allow lot coverage of 82% where 50% is the maximum allowed. This represents a 32% deviation.*

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	132 feet	10 Feet	N*
Adjacent development matching setback	20 Feet	20 Feet	Y
Trash Enclosure	50 Feet	54 Feet	Y

**The applicant has submitted a request for this Variance to allow a 10-foot setback where Residential Adjacency standards require 132 feet. This represents a 92% deviation.*

ANALYSIS

This is a request for a Variance to allow a 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. This Variance is related to an associated request for a Site Development Plan Review (SDR-32638) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space, with parking for the site provided on the ground floor in a garage, located under the apartment complex. The subject site is located adjacent to property to the south that is designated for single-family residential development, and is required to meet the Residential Adjacency Standards of Title 19.08.060. The apartment complex is proposed at 44 feet in height, which requires a 132-foot setback to meet the minimum 3:1 Proximity Slope requirement. The building is located 10 feet from the property line. The proposed apartment complex also covers approximately 82% of the available lot area, where a maximum of 50% coverage is allowed within the C-1 (Limited Commercial) zoning district, per the Development Standards of Title 19.08.050. Approval of this Variance is required to allow the reduced setback distance that is provided along the south perimeter, as well as the excessive lot coverage that is proposed. Alternative site design or a project of smaller scope would alleviate the need for this Variance; therefore, staff is recommending denial of the request as the applicant has created a self-imposed hardship by proposing to overbuild the site.

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 to overbuild the site. Alternative site 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

There were three speakers in opposition at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 390 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-33015** APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Gunay Sarihan

Print Name: Gunay Sarihan

Subscribed and sworn before me

This 11 day of December, 2008

Notary Public in and for said County and State Broward, Florida

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

CAROL B SINGEL
MY COMMISSION # DD508263
EXPIRES: Feb. 12, 2010
(407) 398-0153 Florida Notary Service.com

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-33015** APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Razia Isani

Print Name: RAZIA ISANI

Subscribed and sworn before me

This 11th day of December, 2008

Candice Salerno

Notary Public in and for said County and State

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, ~~2008~~ 2012



VICINITY MAP

PROJECT DATA

APN # 138-24-703-006

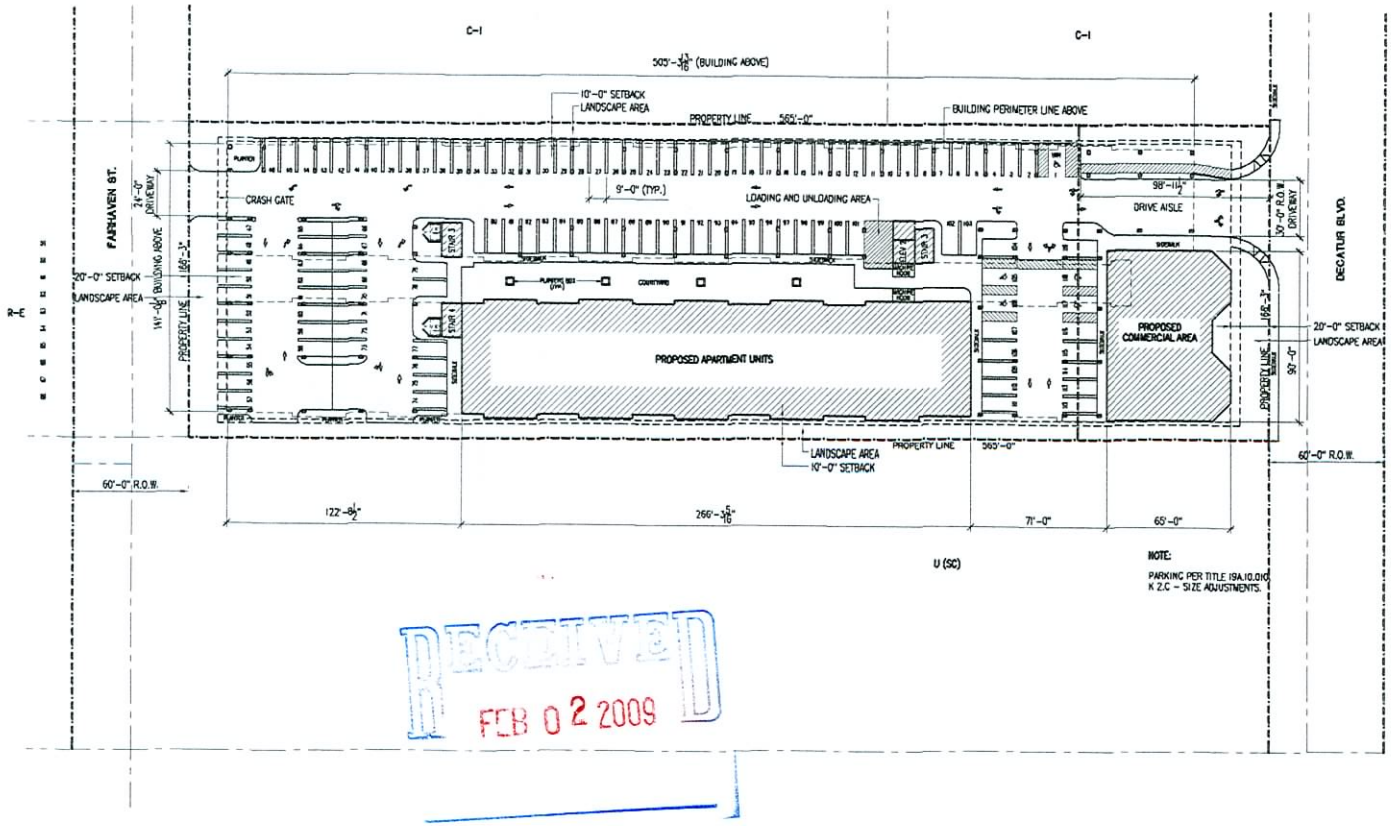
ADDRESS:	1841 N. DECATUR BLVD. LAS VEGAS, NV
LOT COVERAGE:	76%
LOT AREA:	93,934 S.F. (2.16 ACRE)

PARKING REQUIRED:

RESIDENTIAL:	151 UNITS @ .75=150 = 114
RETAIL:	5460 SF @ 1: 175 SF = 32
TOTAL REQUIRED	146

PARKING PROVIDED:

STANDARD CAR: 9' X 18'	114
HANDICAP (CAR) : 9' X 18'	4
HANDICAP (VAN) : 9' X 18'	1
PARKING PROVIDED	119



NOTE:
PARKING PER TITLE 19A.10.010 K 2.C - SIZE ADJUSTMENTS.

RECEIVED
FEB 02 2009

1 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"
NORTH

DENNIS E. RUSK ARCHITECT, LLC

SITE DEVELOPMENT PLAN

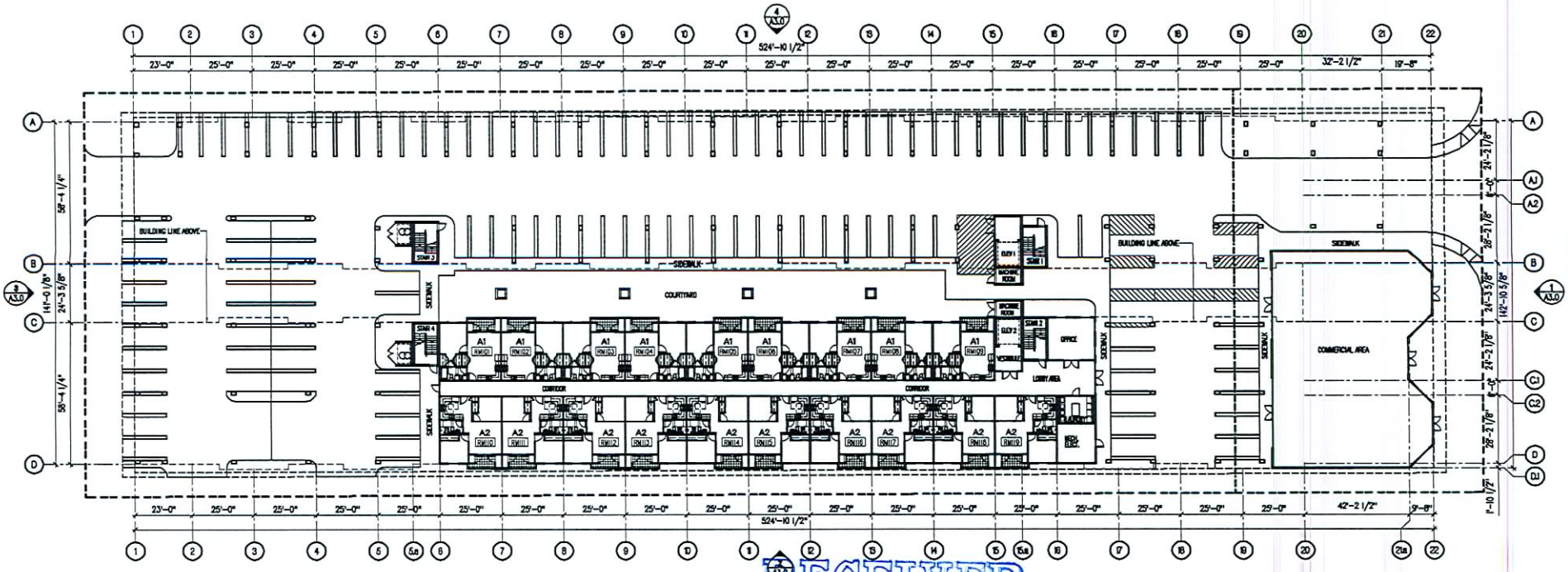
DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-08-09
Project No: 0321
Drawn By: JGL/RCS
Check By: DERMLB
Sheet No: SP1.0

VAR-33015 VAR-32640
SUP-32639 SDR-32638
REVISED 02/26/09 PC



FIRST FLOOR PLAN
SCALE: 1" = 20'-0"

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VAR-33015

02/26/09 PC

DENNIS E. RUSK
ARCHITECT, LLC

FIRST FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

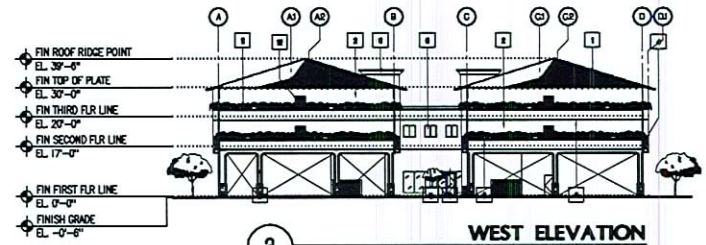
Revisions:

Date: 1-8-09
Project No.: 08100
Drawn By: JDL
Check By: DERUS
Sheet No.: A1.0

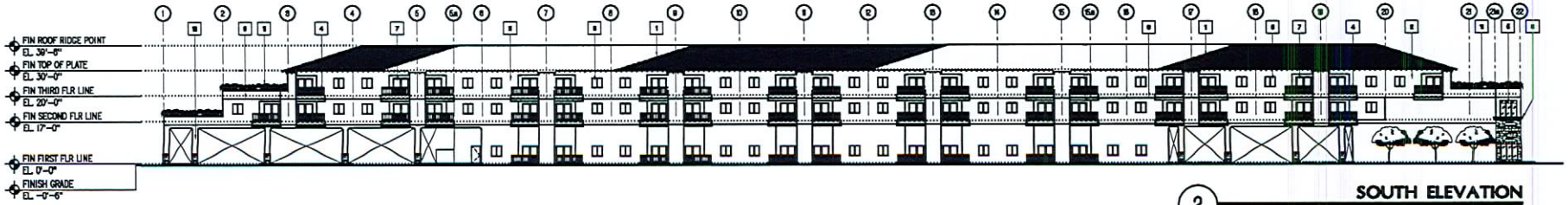
A1.0



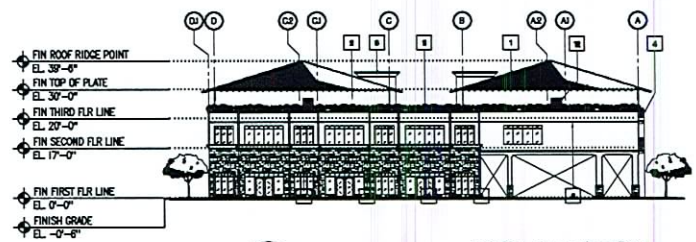
4 NORTH ELEVATION
SCALE: 1"=20'-0"



3 WEST ELEVATION
SCALE: 1"=20'-0"



2 SOUTH ELEVATION
SCALE: 1"=20'-0"



1 EAST ELEVATION
SCALE: 1"=20'-0"

KEYED NOTES: (ELEVATION)

1	CONCRETE ROOF TILES	7	SLIDING GLASS DOOR WITH ALUMINUM FRAME
2	7/8" THK STUCCO FINISH	8	METAL DOOR WITH STEEL FRAME
3	CORNICE	9	REVEAL LINE WITH FINISH STUCCO
4	RAILING	10	LEDGE STONES
5	STORE FRONT W/ ALUMINUM FRAME	11	PLANTERS
6	SLIDING WINDOW WITH ALUMINUM FRAME		

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DENNIS E. RUSK
ARCHITECT, LLC

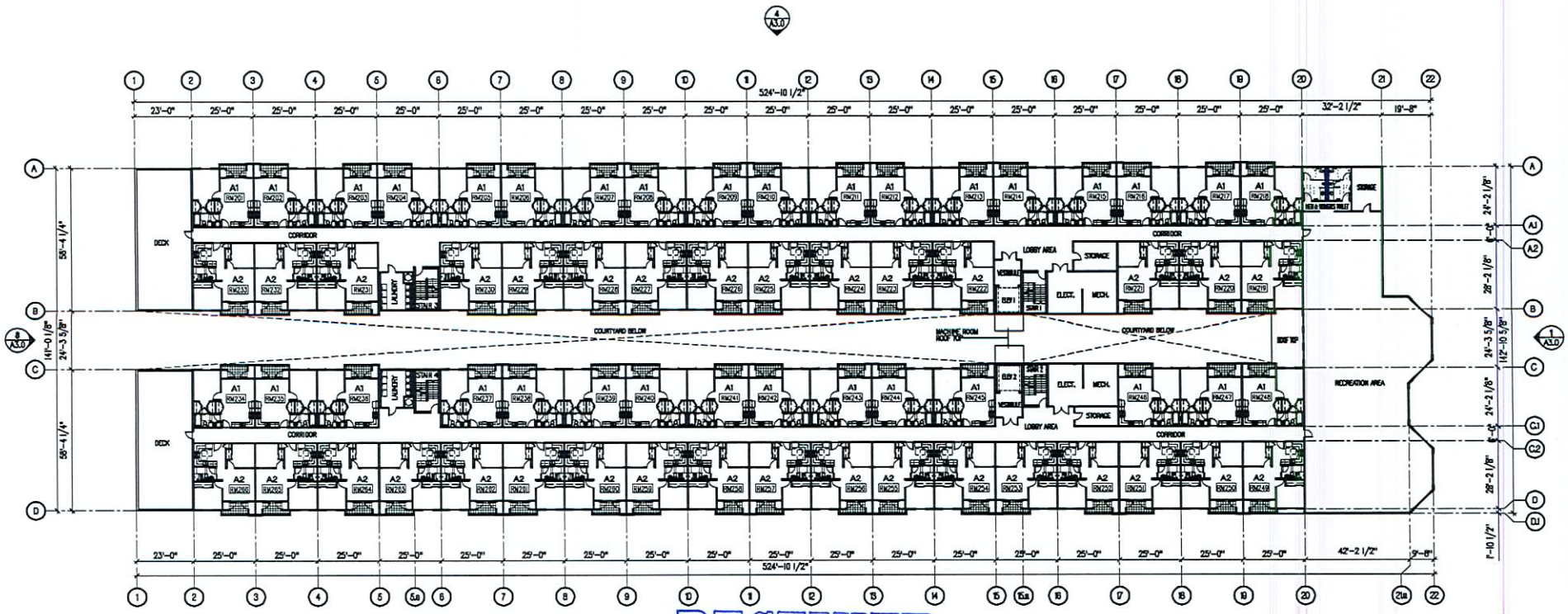
BUILDING ELEVATIONS

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 09100
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A3.0



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SECOND FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

VAR-33015
02/26/09 PC

DENNIS E. RUSK
ARCHITECT, LLC

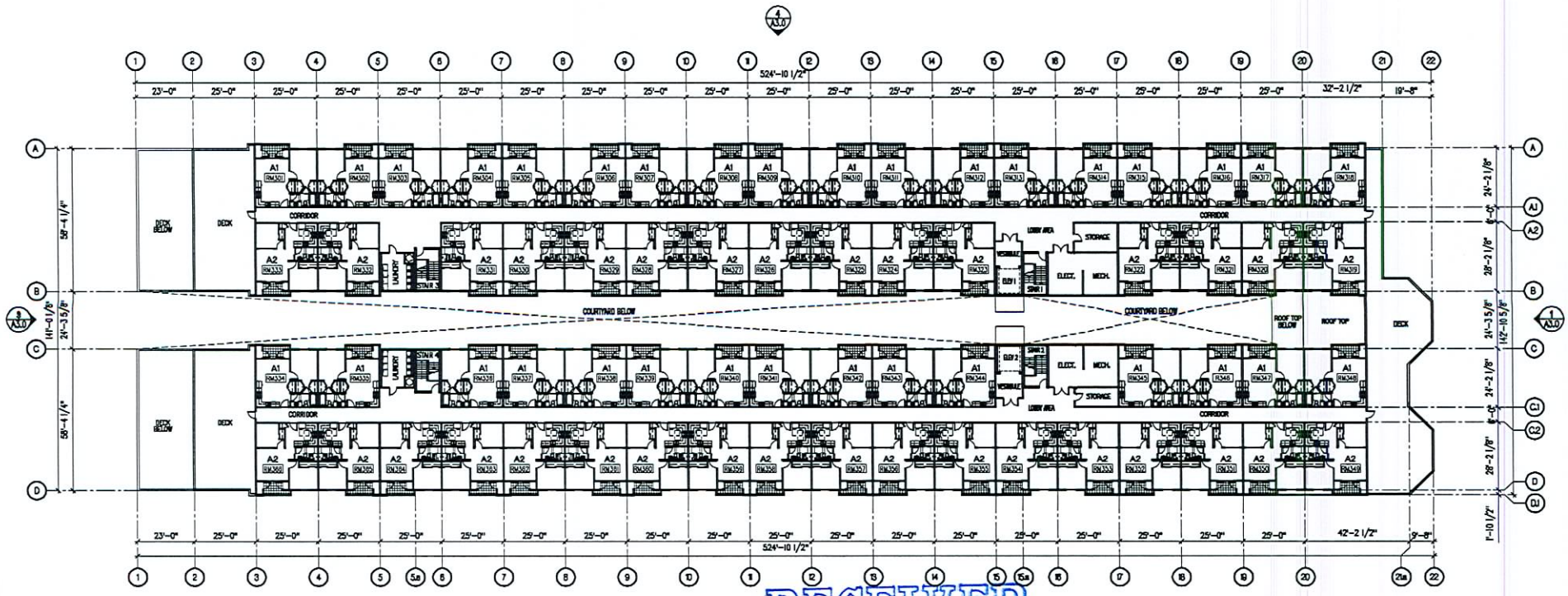
SECOND FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 09100
Drawn By: JGL
Check By: DERVRLB
Sheet No.: A1.0a



THIRD FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

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VAR-33015
02/26/09 PC

DENNIS E. RUSK
ARCHITECT, LLC

THIRD FLOOR PLAN

DECATUR SENIOR HOUSING
1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 0900
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A10b

A10b



VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



VAR-33015 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106-4614
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

MAREN PARRY
PERSONAL FAX: (866) 381-5357
E-MAIL: PARRYM@BALLARDSPAHR.COM

January 13, 2009

By Hand Delivery

Doug Rankin
City of Las Vegas Planning and Development Dept.
731 South Fourth Street
Las Vegas, Nevada 89101

Re: **REVISED Justification Letter**
Metropolitan Homes
APN 138-24-703-006

Dear Mr. Rankin:

Enclosed please find a Variance application to supplement the prior application package submitted to your office on Friday, December 12, 2008, requesting approvals for a Senior Housing facility in a C-1 zone proposed at 1821 North Decatur Blvd (west side of Decatur, between Vegas Drive and Lake Mead Boulevard). The proposed facility was approved by way of applications SDR-3498 and SUP-3491 in 2004, but subsequent litigation surrounding the sale of the property delayed the commencement of development, and the approvals expired.

Metropolitan Homes respectfully requests renewed approvals to construct the same project at the same site. The development consists of a 150-unit low income apartment complex on 2.16 acres. The project will provide approximately 6000 square feet of commercial development to support the tenants and the neighborhood. The project design provides a unique floor plan wherein two main corridors are separated by a courtyard above the first floor, providing a cover to the parking beneath. The second floor area above the commercial portion of the property provides a recreation area for residents of the facility. The architecture of the structure provides a "stepped-back" look to offer additional articulation and interest in the building design and making the building more appropriate to the neighboring residential area. To facilitate this unique style and to provide covered parking for the proposed senior residents, a Variance to permit an increase in permitted lot coverage and a reduction in the required separation from neighboring residences will be necessary. This variance from the development

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VAR-33015
02/26/09 PC

code allows the upper units to shield the parking area during the hot summers, while providing a feeling of open space to a greater number of residents by way of the open courtyard between the two main corridors.

An additional Variance for a reduction in parking spaces is also required, and is appropriate for a senior center which is anticipated to have fewer residents who are automobile owners.

If you have any questions or need additional information, please do not hesitate to contact me at the above number.

Sincerely,

Maren Parry

Maren Parry

MP/mp
Enclosure

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VAR-33015
02/26/09 PC

y of Las Vegas
ice Of The City Clerk
) Stewart Avenue
s Vegas, Nevada 89101

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0004239954 APR 03 2009
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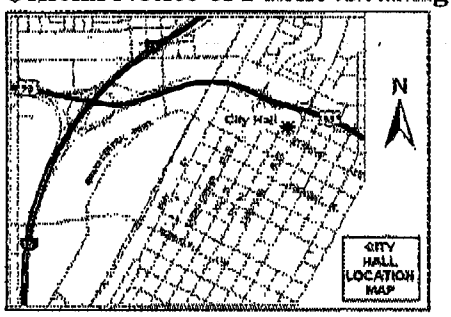

you wish to file your protest or support on this request, check the ropriate box below and return this card in an envelope with postage to the fice Of The City Clerk at the address listed above or fax this side of this d to (702) 382-4803. If you would like to contact your Council presentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

AR-32640 & VAR-33015
ty Council Meeting of 4/15/2009

RAMEY PATRICIA A
4625 CONCORD VILLAGE DR
LAS VEGAS NV 89108-2143

APN#13919310026

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2009 APR -7 P 12:02

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

TO

LAS VEGAS, NV 890

08 APR 2009

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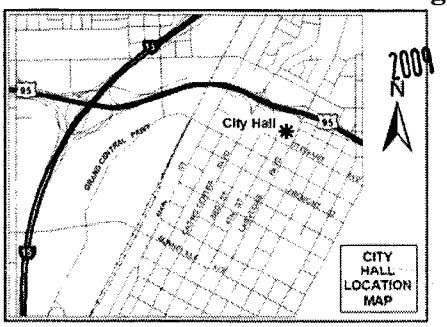

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

FROM:
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

APN#13824803006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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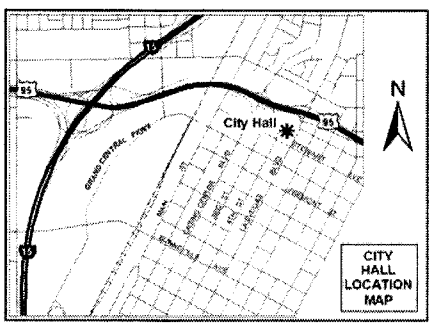

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VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

2009 APR 13 A 10:59

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JASINSKI DENNIS G & KATHRINE K
1810 LEONARD LN
LAS VEGAS NV 89108-2329

APN#13824702026

after final agenda

Date 4/15/09 Item 114 & 115 W-5

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2009 APR 13 P 1:44

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Las Vegas, Nevada 89101

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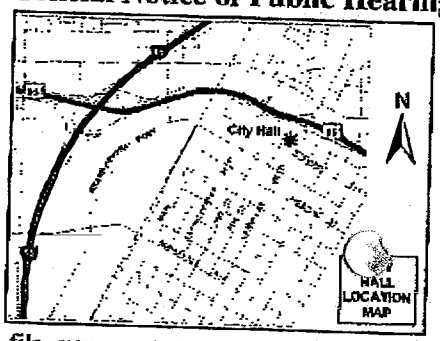

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015

City Council Meeting of 4/15/2009

RATHJE FAMILY TRUST
RATHJE LARRY L & BARBARA J TRS
1927 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

APN#13824702010

BAVOR11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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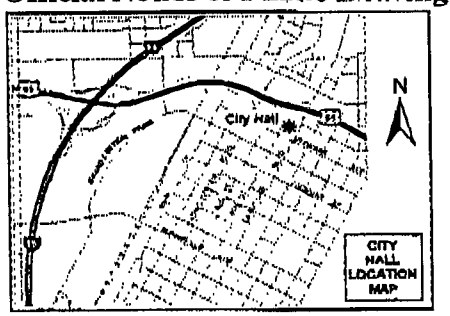

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

HUGHES FAMILY L L C #3
COURY FAMILY L L C #2
2975 S HIGHLAND DR
LAS VEGAS NV 89109-1011

APN#13919401003

04/08/2009 WED 13:22 [TX/RX NO 5404] 001

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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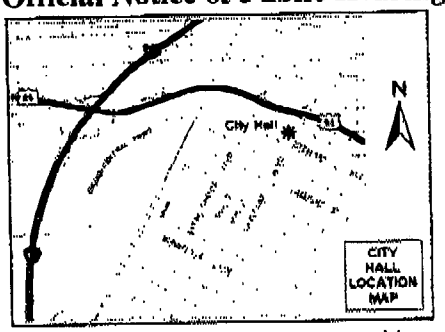

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

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APN#13919311188

04/10/2009 22:02 7022334251 ELSA SWABY PAGE 01

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Las Vegas, Nevada 89101

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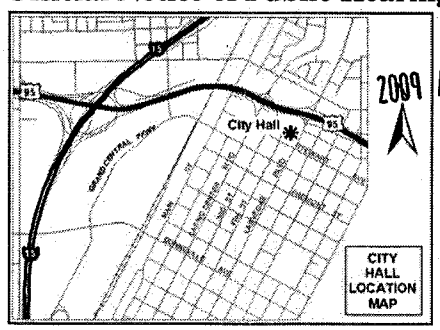

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

APN#13824703005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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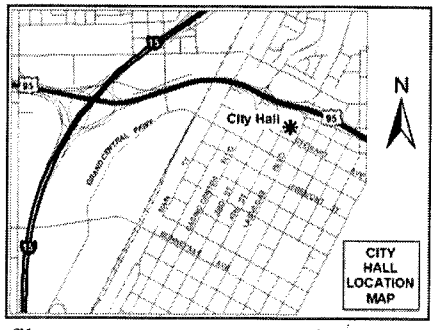

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
City Council Meeting of 4/15/2009

WEST DAVID & DONNA
1895 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

APN#13824702020

89108230 2012

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

BILL CURRAN
DIRECT DIAL: (702) 471-7000
PERSONAL FAX: (702) 471-7070
E-MAIL: CURRANB@BALLARDSPAHR.COM

July 2, 2009

Beverly K. Bridges
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: **REQUEST TO HOLD --**
VAR-32640/VAR-33015/SUP-32639/SDR-32638 -
July 15, 2009 City Council Meeting

Dear Ms. Bridges:

Please accept this as my client's request to hold the above referenced matter in abeyance and to reschedule it for hearing before the City Council on August 19, 2009.

My client regrets having to make this request but has encountered delays in getting his site plan and building design revised with sufficient lead time for the Planning Department to conduct its evaluation of the changes. It is believed that abeying the hearing will provide enough time to complete the redesign and submit the revisions in sufficient time for a complete review.

We very much appreciates your assistance in this matter.

Sincerely,

Bill Curran

WPC:cw

cc: Councilman Ricki Barlow
Margo Wheeler
Doug Rankin
Ydoleena Yturralde
Carlos Escapa

DMWEST #7176718 v1

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

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Ashley Wells	Ashley Wells	1815 Fairmount St.
[illegible]	Dominic J. Nolan	1799 N. Decatur Ave #109
[illegible]	MARIA Lopez	1799 N Decatur #104
[illegible]	Donnie Simons	1799 N Decatur #106
Michael Isabell	MICHAEL ISABELL	1799 N. DECATUR #206
Gustavo Muñoz	Gus Muñoz	1799 N. Decatur #203
Silvia Sanchez	Silvia Sanchez	1799 N. Decatur - 108
Desirae Walls	[illegible] Walls	1799. N Decatur 107
Kelli Stevens	Kelli Stevens	1799 N Decatur #208
Reynaldo Cantu	[illegible]	1799 N Decatur #114
[illegible]	[illegible]	1799 N Decatur 1214
Robert A Rogers	Robert A Rogers	1799 N Decatur 113
Edith Nilsen	Edith Nilsen	1799 N. Decatur #117
Maria Ortiz	Maria Ortiz	1799 N Decatur #125
Lordee Humphreys	Lordee Humpherys	1799 No Decatur #148

Submitted at Planning Commission

DMWEST #6794314 v1

Date 3/12/09 Item 15-18

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	JARED YOUNG	1799 N Decatur #142
	FRANK JONES	1799 N DECATUR #235
	Melissa Cardenas	1799 N. Decatur #235
	Robert EARL	1799 N. Decatur #235
	Marquinn Thomas	8121 JADE HARBOR CT.
	TONY CORTINA	1799 N DECATUR #209
	Ryan Ferguson	1799 N. DECATUR #129
	Wade West	1799 N Decatur #138
	Richard Gillman	1799 N. Decatur #215

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
	DAVID PLUMMER	1812 DECATUR #102
	Jose Guevara	1810 Decatur #102
	Arcadia Santiago	1810 " "
	DOROTHY BUTLER	1810 " " #103
	Rory Miller	1812 " " #203
	Curtis Byrd	1850 " " 102
	1802 N Rancho #104	
	Estefana Gutierrez	1802 N. Decatur #102
	Derrick Trotter	1860 N. Decatur #101
	Reagyna Trotter	1860 N. Decatur #101
	CHRISTIVE LE	1860 N DECATUR #104
	Richard Anderson	1802 N. Decatur Apt 203
	Floong Pollard	1802 N. Decatur Blvd Apt 202
	Ronnie Stewart	1804 N Decatur #103

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Dwight Beasley	DWIGHT BEASLEY	1858 N. DECATUR #201
Ona Coleman	ONA COLEMAN	1858 N. Decatur #101
Lori Carter	LORI CARTER	1858 N. Decatur #101
[illegible]	John gomez	1858 N. Decatur #104
[illegible]	SIG KUUSK	1806 N. DECATUR #101
[illegible]	Shenika Warner	1806 N. Decatur Blvd #201
Beverly Kelley	Beverly Kelley	1806 N Decatur #104
[illegible]	GREGORY QUITUGUA	1852 N. Decatur # 101
Maryl Hendricks	Marylee Hendricks	1856 N Decatur #101
Francis Romanoski	FRANCIS ROMANOSKI	1856 N DECATOR
Angel Vanscyoc	ANGEL VANSCYOC	1854 N DECATOR
Nyeesha Cook	NYEESHA COOK	1848 N Decatur #102
E J Marlowe	EDITH MARLOWE	1824 N — #104
Emily Gumas	Emily Gumas	1824 N. Decatur #101
Jazmin Lozoyo	Jazmin Lozoyo	1824 N. Decatur #203

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Kim AND Paul S Miller	Kim AND Paul Miller	1834 North Decatur #102 " " " #101

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	Darrell Henson	1813 N Decatur Blvd 89108 APT 208 LOS VEGAS NV
	Antonio Cordero	1675 Fairhaven st.
	SUBJECT TO 2-STORY DWELLINGS ONLY. EUALIO G. NORIEGA	1751 N. FAIRHAVEN ST.
	Eduardo Gonzalez	1961 Fairhaven st
	SUBJECT TO MAYBE 2 STORY NOT THREE Larry L Rothje	1927 FAIRHAVEN CIR
	CHARLES APLIN	192, Fairhaven Cr.
	STAN BEIKOWSKY	1923 FAIRHAVEN
Donna West	Donna West	1895 Fairhaven St. 89108
David R West	David West	1895 Fairhaven St. 8910
Coleen Campbell	Coleen Campbell	1865 Fairhaven St. 89108
	DAVID GRANT	1885 FAIRHAVEN ST
Michele Tombary	MICHELE TOMBARY	1885 FAIRHAVEN ST

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Jeremy Shipton	Jeremy Shipton	1813 N. Decatur #104A
Renate Ogle	Renate Ogle	" "

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Donica G. Beckett	Donica' G. Beckett	1813 N. Decatur Blvd Las Vegas, NV 89108
		1813 N. Decatur
	Gabriela Martinez	1813 N Decatur
	KHANH TO	1813 N. DECATUR #110
	Melanie Peek	1813 N. Decature #111
	Nick Mais	1813 N. Decatur #111
	Beverly J Pattison	1813 N. DECATUR Blvd 108
	Linda Sandoval	1813N. DecatueBlVD 108
	Lamont Johnson	1813N DecaturBlvd 115
	DEBBIE Allen	1813N N. Decatur #216
	Evaristo Melo	1813 N. Decatur #213
	Julie Butler	1813 N Decatur Blvd #113
	Joe wiley JR	1813 N. Decatur #211
	Rose Lopez	1813 N. Decatur #210
	James Rowton	1813 N. Decatur #206

01/09/1996 12:14 7023639198 WEEDEN III PAGE 01

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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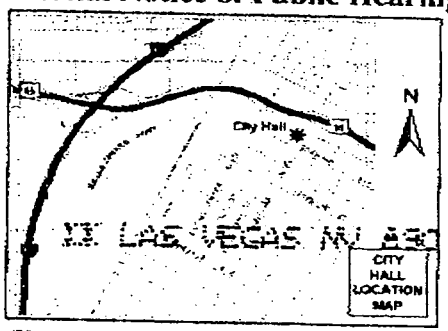
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 89 02-14-09

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-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

13824701005 Case: VAR-32640
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

RECEIVED
FEB 25 2009

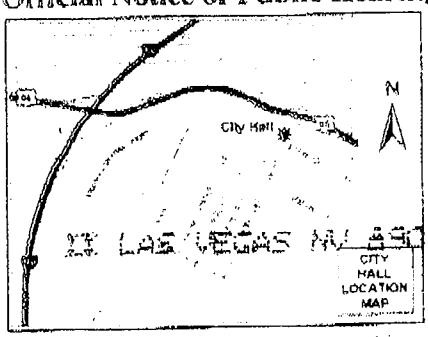
89108-2336 A 80789

Submitted after final agenda
Date 2/25/09 Item 34 & 35 - 340

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-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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MAILED FROM ZIPCODE 89101

RECEIVED
FEB 20 2009

Case: VAR-32640

13919311188
SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

34P

02/19/2009 20:27 7022334251 ELSA SWABY PAGE 02

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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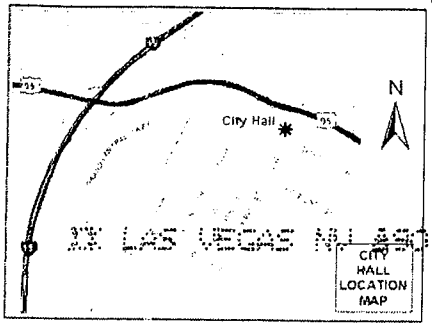
Official Notice of Public Hearing



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FEB 23 2009

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015
Planning Commission Meeting of 2/26/2009

Case: VAR-32640
13824703005
WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

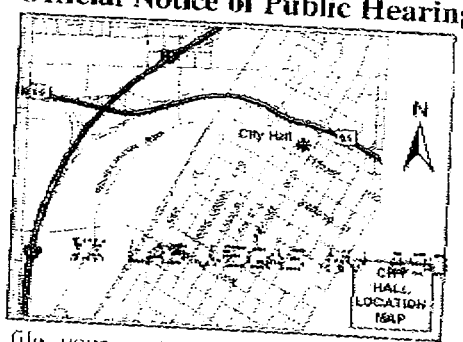
77066$1031 R035

34A

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



02-14-05

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

13919311171 Case: VAR-32640
ALANIZ VICTOR E & VINCENT
1736 ISABEL WY
UPLAND CA 91784-9275

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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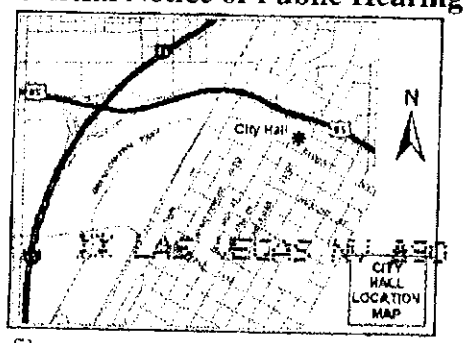
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 890 02-14-09

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32640 & VAR-33015

Planning Commission Meeting of 2/26/2009

Case: VAR-32640

13824701014
FALKENSAMMER LEOPOLD & K REV TR
2224 GLENBROOK WY
LAS VEGAS NV 89117-5852

89117$5852 00207

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-32639 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-32640 AND VAR-33015 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Special Use Permit FOR A PROPOSED SENIOR CITIZEN APARTMENT COMPLEX WITH A WAIVER TO ALLOW APARTMENTS ON THE GROUND FLOOR WHERE NONE ARE PERMITTED adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

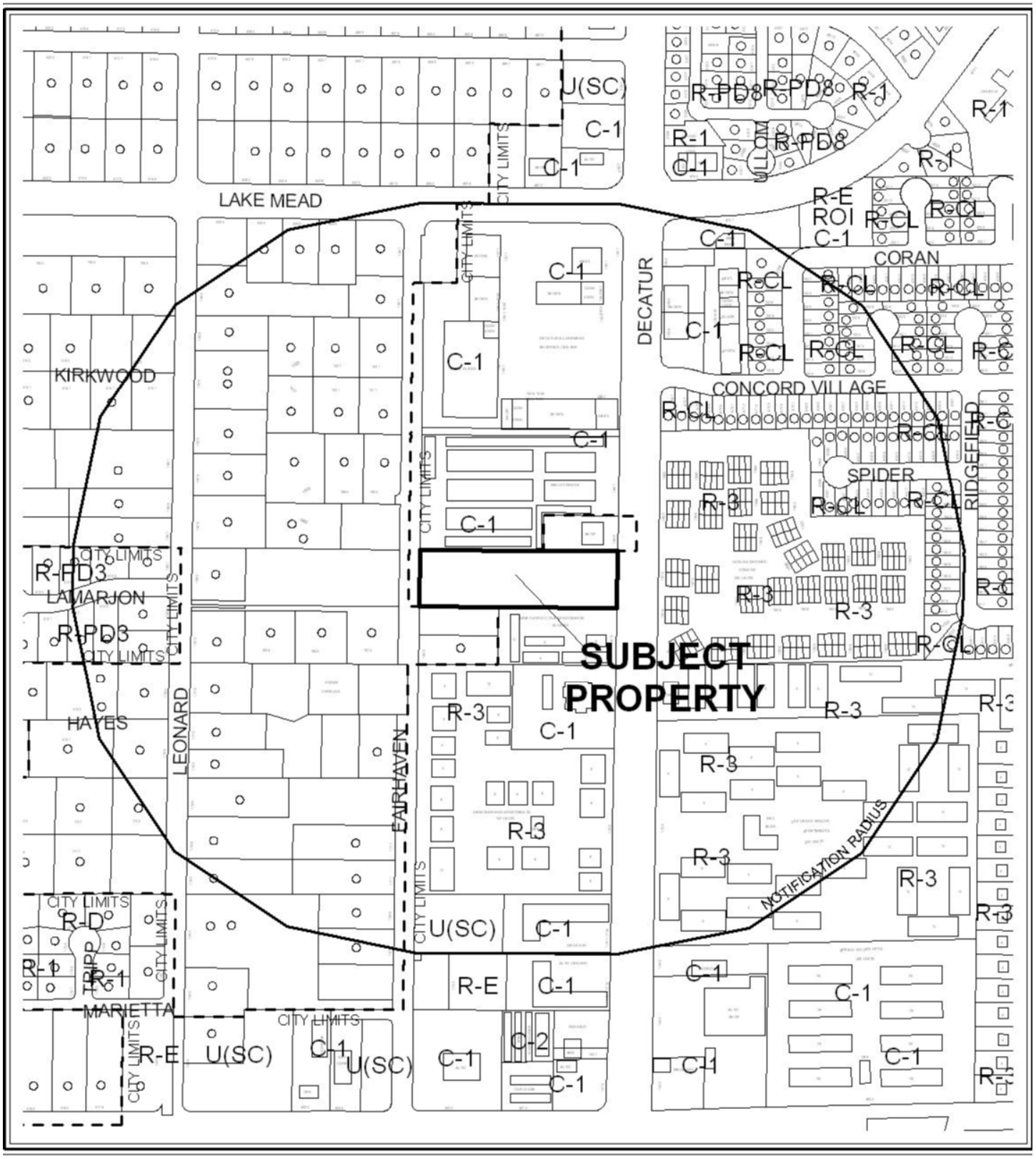
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**3**
City Council Meeting	**3**	**City Council Meeting**	**7**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-1-1 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. Protest/Support Postcards
7. Abeyance Request by Ballard Spahr Andrews & Ingersol, LLP
8. Backup Referenced from the 03-12-2009 Planning Commission Meeting Item 17



CASE: **SUP-32639**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



CASE: **SUP-32639**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-32639 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/vq-1/ke vote) recommends APPROVAL, subject to:

Planning and Development

1. Commercial business hours shall be limited to 7:00 a.m. to 9:00 p.m.

2. Occupancy shall be limited to persons 55 or older to the extent allowed by law.

3. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Senior Citizen Apartments use.

4. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0050-97), Variances (VAR-32640 and VAR-33015) and Site Development Plan Review (SDR-32638) shall be required, if approved.

5. 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.

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 (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The applicant has also submitted applications for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required; a Variance (VAR-33015) to allow a 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted; and a Site Development Plan Review for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space. As part of the Site Development Plan Review, the applicant is requesting an Exception to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter. Staff is recommending denial of the request as the proposed use does not meet the minimum Special Use Permit requirements, and the number of Variances, Waivers and Exceptions required indicates that the site is to be overbuilt.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/08/97	The City Council approved a request for Rezoning (Z-0050-97) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard.
02/18/04	The City Council approved requests for a Site Development Plan Review (SDR-3496) for a Senior Housing Complex with a Waiver of the perimeter landscaping requirements, and a Special Use Permit (SUP-3491) for a Senior Apartment Complex on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The Planning Commission recommended approval. These entitlements expired 02/18/06 as no Extension of Time was submitted.
11/15/04	A Code Enforcement complaint (#23727) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 01/12/05.
10/10/05	A Code Enforcement complaint (#35225) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 10/12/05.

03/20/06	A Code Enforcement complaint (#39426) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/26/06.
02/15/07	A Code Enforcement complaint (#50556) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/16/07.
04/18/08	A Code Enforcement complaint (#64758) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 05/19/08.
03/12/09	The Planning Commission recommended approval of companion items VAR-32640, VAR-33015 and SDR-32638 concurrently with this application. The Planning Commission voted 5-1/vq-1/ke to recommend APPROVAL (PC Agenda Item #17/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the site.

Pre-Application Meeting	
01/07/09	A pre-application meeting was held to discuss the requirements for applications for a Site Development Plan Review, a Special Use Permit and two Variances. Issues discussed included the minimum requirements for a Senior Apartment use, parking requirements and development standards.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application.	

Field Check	
01/21/09	A field check was conducted by staff. The subject site is a vacant, undeveloped lot with an unpermitted chain link fence at the east perimeter and a portion of the north perimeter, which is topped with barb wire. There was assorted trash and debris at the site.

Details of Application Request	
Site Area	
Gross Acres	2.16 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] Under Resolution of Intent to C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
	Wireless Communications Facility	RN (Rural Neighborhood) [Clark County]	C-1 (Local Business) [Clark County]
South	Apartments	SC (Service Commercial)	R-3 (Medium Density Residential)
	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [Clark County]
East	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [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			
A-O (Airport Overlay) District (70 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		Y*

**Pursuant to Ordinance Number 5227, this proposed project has been deemed to be a "Project of Regional Significance" because it is a request for a Special Use Permit concerning property within 500 feet of the City boundary with Clark County. The applicant completed the required forms, which were then distributed by the City to the appropriate agencies for comments. No comments were received.*

SG

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	
Senior Apartments	151 Units	0.75 / Unit	114				
General Retail	5460 SF	1 / 175	32				
SubTotal			146				
TOTAL			141	5	114	5	N*
Loading Spaces		1 / Less Than 10,000 SF	1		1		Y
Percent Deviation					19%		

**The applicant has submitted a request for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required, a 19% deviation.*

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow apartments on the ground floor where none are permitted.	In the case of a multi-floor structure, the apartments themselves. must be located above the ground floor	Denial

ANALYSIS

This is a request for a Special Use Permit (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The minimum Special Use Permit requirements listed in Title 19.04 for a Senior Citizen Apartment Complex include the provision that "In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor." The applicant is proposing to locate 19 apartment units on the ground floor of the complex, along with a parking garage containing 119 spaces, an enclosed courtyard, a manager's office and 5,460 square feet of commercial space at the east end of the site,. There are both one bedroom and two bedroom apartments depicted on the ground floor. Staff is recommending denial of the request as the number of associated Variances, Waivers and Exceptions required for the proposed development indicates that the site will be overbuilt.

SG

- **Zoning**

The subject site is located within the Southeast Sector Plan of the General Plan and has a land use designation of SC (Service Commercial), which 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 site is currently zoned U (Undeveloped) [SC (Service Commercial) General Plan Designation] Under Resolution of Intent to the C-1 (Limited Commercial) district, which 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-l (Limited Commercial) district is consistent with the Service Commercial, and the Neighborhood Center categories of the General Plan. A Senior Citizen Apartment Complex is permitted in the C-1 (Limited Commercial) district with the approval of a Special Use Permit.

- **Use**

A Senior Apartment is an apartment house or other multi-family dwelling in which each unit is occupied by at least one person 55 years of age or older, or in which the units are intended and operated for occupancy by persons 55 years of age or older. This use includes an apartment house or other multi-family dwelling that qualifies as "housing for older persons" under the provisions of Federal law, including without limitation housing developments that:

1. Provide significant facilities and services specifically designed to meet the physical or social needs of older persons; and
2. Publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years of age or older to the extent allowed by applicable State or Federal law.

- **Minimum Special Use Permit Requirements**

1. For any development that is over three stories in height:
   a. The structures shall be compatible with the scale and massing of the types of development allowed in the applicable zoning district and shall provide a transition to less intensive development.
   b. Rooflines and façade elements shall be articulated in order to break down the apparent massing of the structures.

2. The use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor.

3. The primary resident or guest entryway to the apartments must be independent of ground floor commercial uses, and must be directly accessible from and oriented to a street.

4. The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors.

5. For any development that, in accordance with LVMC 19.08.050, is allowed to exceed the maximum lot coverage provisions set forth in that Section, all landscape buffer requirements, and all minimum setback requirements for the C-1 district, shall be met.

The proposed use does not meet requirements number 2; the applicant has requested a Waiver to allow 19 apartment units on the ground floor. Staff is recommending denial of the Special Use Permit request as the proposed development does not meet the minimum Special Use Permit requirements, and the site, as proposed, will be overbuilt.

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 land use cannot be conducted in a manner that is harmonious with existing surrounding land uses. The development is monolithic in scale and is not compatible with development in the area. A smaller building or multiple buildings would be more appropriate.

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 type and intensity of land use proposed as demonstrated by the number of associated Variances, Waivers and the Exception required for approval.

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 primary access to the site is a proposed driveway onto Decatur Boulevard, a 100-foot Primary Arterial, with a second driveway for emergency access via a crash gate on to Fairhaven Street, which is a 60-foot Local street, as designated by the Master Plan of Streets and Highways. These streets will provide adequate site access, and adjacent roadways and neighborhood traffic will not be negatively impacted.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The site will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the 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 does not meet all applicable conditions of Title 19.04 and the applicant is requesting a Waiver to allow 19 apartment units on the ground floor where none are allowed.

PLANNING COMMISSION ACTION

Conditions 1 and 2 were added at the Planning Commission Meeting to which the applicant agreed. Condition #2 is recommended to read: "Sign and record a deed restriction with language determined to be satisfactory by the City Attorney which restricts the use of the site to an age-restricted community for those persons 55 years of age or older, to the full extent of the law."

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 390 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-32639 APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Gunay Sarihan

Print Name: Gunay Sarihan

Subscribed and sworn before me

This 11 day of December, 2008

C B Smail

Notary Public in and for said County and State Broward, Florida

Revised 11-14-06

CAROL B SINGER
COMMISSION # DD[illegible]
[illegible]ES: Feb. 12, 2010
[illegible]ry Service.com

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-32639 APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Razia Isani

Print Name: RAZIA ISANI

Subscribed and sworn before me

This 11th day of December, 2008

Candice Salerno

Notary Public in and for said County and State

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1 2012
My appt. exp. April 8, 2008



VICINITY MAP

PROJECT DATA

APN # 138-24-703-006

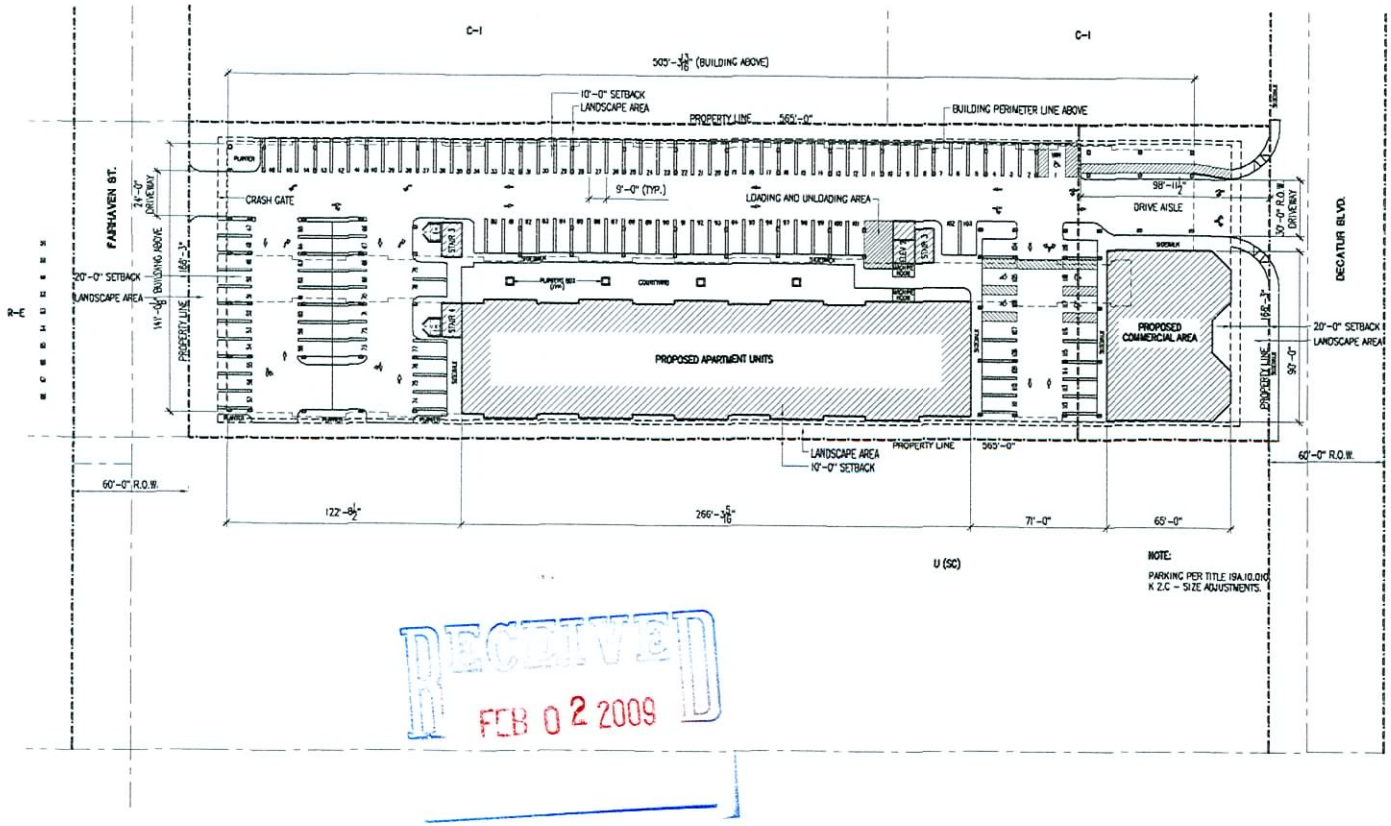
ADDRESS:	1841 N. DECATUR BLVD. LAS VEGAS, NV
LOT COVERAGE:	76%
LOT AREA:	93,934 S.F. (2.16 ACRE)

PARKING REQUIRED:

RESIDENTIAL:	151 UNITS @ .75=150 = 114
RETAIL:	5460 SF @ 1: 175 SF = 32
TOTAL REQUIRED	146

PARKING PROVIDED:

STANDARD CAR: 9' X 18'	114
HANDICAP (CAR) : 9' X 18'	4
HANDICAP (VAN) : 9' X 18'	1
PARKING PROVIDED	119



NOTE:
PARKING PER TITLE 19A.10.010 K 2.C - SIZE ADJUSTMENTS.

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1 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"
NORTH

DENNIS E. RUSK ARCHITECT, LLC

SITE DEVELOPMENT PLAN

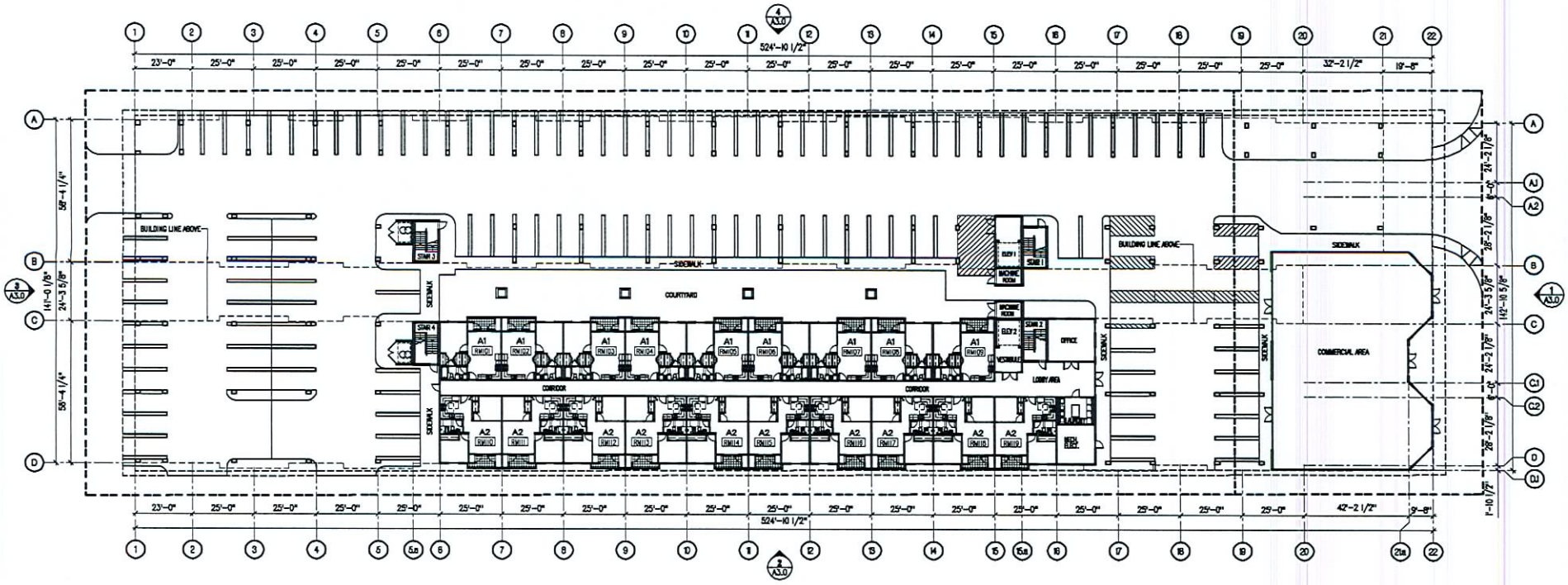
DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-08-09
Project No: 0321
Drawn By: JGL/RCS
Check By: DERMLB
Sheet No: SP1.0

VAR-33015 VAR-32640
SUP-32639 SDR-32638
REVISED 02/26/09 PC



SUP-32639

02/26/09 PC

FIRST FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

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DENNIS E. RUSK
ARCHITECT, LLC

FIRST FLOOR PLAN

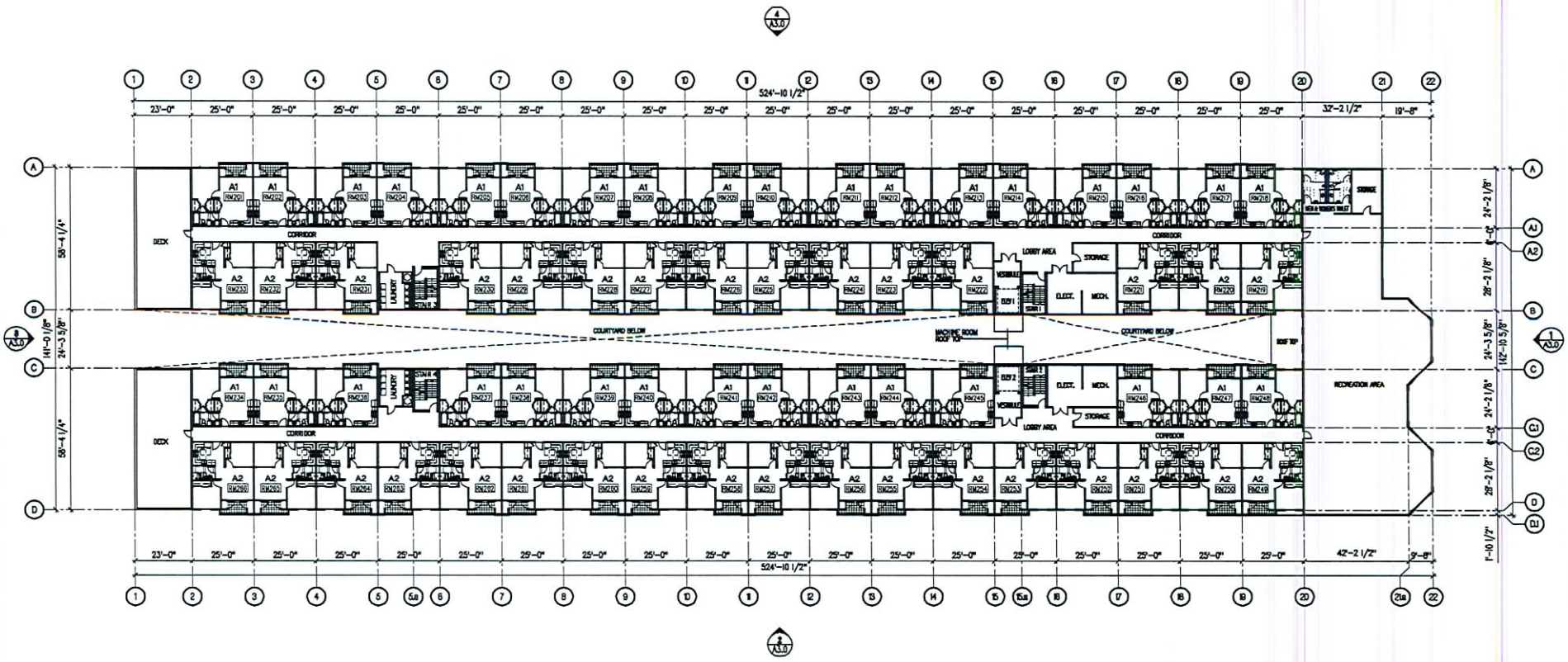
DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date
1-9-09
Project No.
0900
Drawn By:
JDL
Check By:
DERUSK
Sheet No.

A1.0



SECOND FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

SECOND FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

DENNIS E. RUSK
ARCHITECT, LLC

Revisions:

Date: 1-8-09
Project No.: 0800
Drawn By: JDL
Check By: DERVLB
Sheet No.: A10a

SUP-32639
02/26/09 PC

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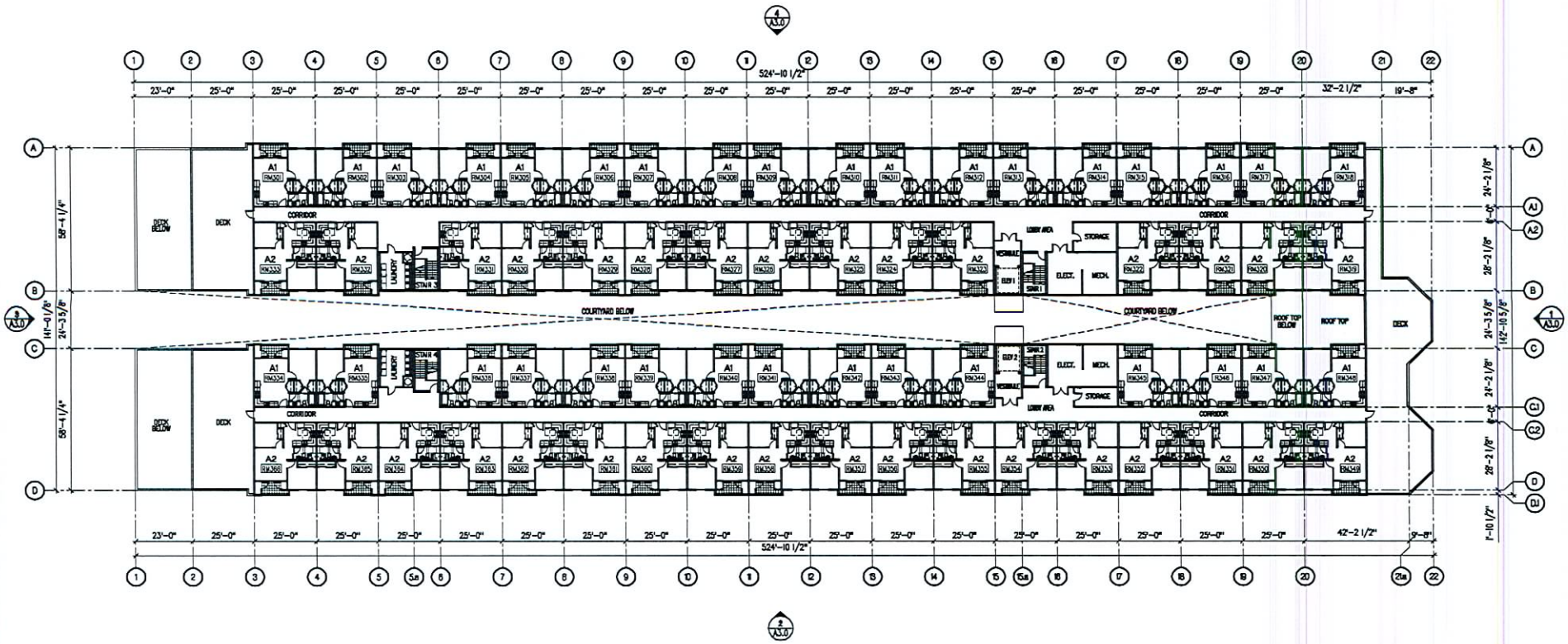

THIRD FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

SUP-32639

02/26/09 PC

DENNIS E. RUSK ARCHITECT, LLC

THIRD FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 09100
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A1.0b

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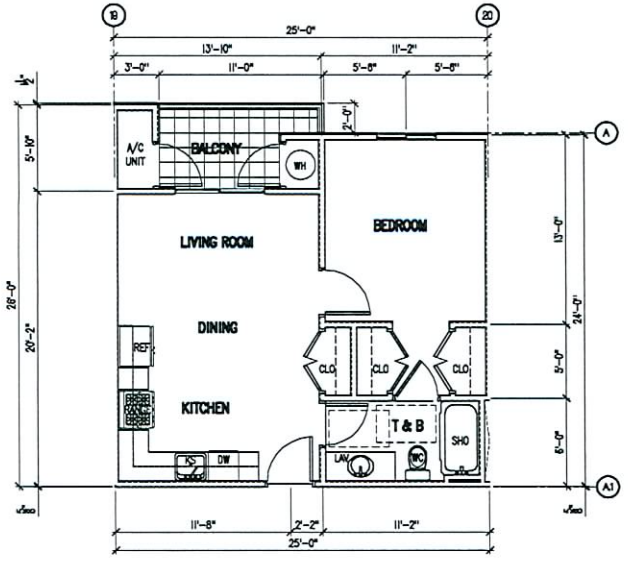
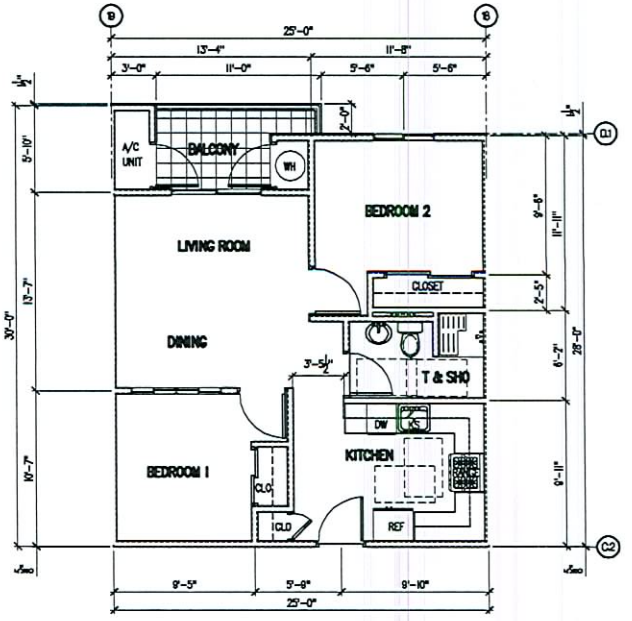


1 ENLARGED FLOOR PLAN - TYPE A1
SCALE: 1/4" = 1'-0"



1 ENLARGED FLOOR PLAN - TYPE A2
SCALE: 1/4" = 1'-0"

SUP-32639

02/26/09 PC

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JAN 13 2009

DENNIS E. RUSK
ARCHITECT, LLC

ENLARGED FLOOR PLAN - TYPE A1 & A2

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 2-8-09
Project No.: 09100
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A2.0

DENNIS E. RUSK ARCHITECT, LLC 8800 SPATRICK LANE SUITE 200 LAS VEGAS, NEVADA 89120 PHONE (702) 303-8800 FAX (702) 303-8171



SUP-32639 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SUP-32639 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SUP-32639 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
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MARCH 12, 2009 PLANNING COMMISSION

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WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SUP-32639 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106-4614
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

MAREN PARRY
PERSONAL FAX: (866) 381-5357
E-MAIL: PARRYM@BALLARDSPAHR.COM

January 13, 2009

By Hand Delivery

Doug Rankin
City of Las Vegas Planning and Development Dept.
731 South Fourth Street
Las Vegas, Nevada 89101

Re: **REVISED Justification Letter**
Metropolitan Homes
APN 138-24-703-006

Dear Mr. Rankin:

Enclosed please find a Variance application to supplement the prior application package submitted to your office on Friday, December 12, 2008, requesting approvals for a Senior Housing facility in a C-1 zone proposed at 1821 North Decatur Blvd (west side of Decatur, between Vegas Drive and Lake Mead Boulevard). The proposed facility was approved by way of applications SDR-3498 and SUP-3491 in 2004, but subsequent litigation surrounding the sale of the property delayed the commencement of development, and the approvals expired.

Metropolitan Homes respectfully requests renewed approvals to construct the same project at the same site. The development consists of a 150-unit low income apartment complex on 2.16 acres. The project will provide approximately 6000 square feet of commercial development to support the tenants and the neighborhood. The project design provides a unique floor plan wherein two main corridors are separated by a courtyard above the first floor, providing a cover to the parking beneath. The second floor area above the commercial portion of the property provides a recreation area for residents of the facility. The architecture of the structure provides a "stepped-back" look to offer additional articulation and interest in the building design and making the building more appropriate to the neighboring residential area. To facilitate this unique style and to provide covered parking for the proposed senior residents, a Variance to permit an increase in permitted lot coverage and a reduction in the required separation from neighboring residences will be necessary. This variance from the development

SUP-32639
02/26/09 PC

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code allows the upper units to shield the parking area during the hot summers, while providing a feeling of open space to a greater number of residents by way of the open courtyard between the two main corridors.

An additional Variance for a reduction in parking spaces is also required, and is appropriate for a senior center which is anticipated to have fewer residents who are automobile owners.

If you have any questions or need additional information, please do not hesitate to contact me at the above number.

Sincerely,

Maren Parry

Maren Parry

MP/mp
Enclosure

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Las Vegas, Nevada 89101

LAS VEGAS NV 890

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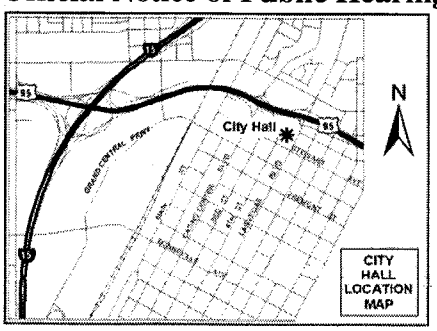

2009 APR -9 A 11:01

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-32639 & SDR-32638
City Council Meeting of 4/15/2009

FROM:
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

APN#13824803006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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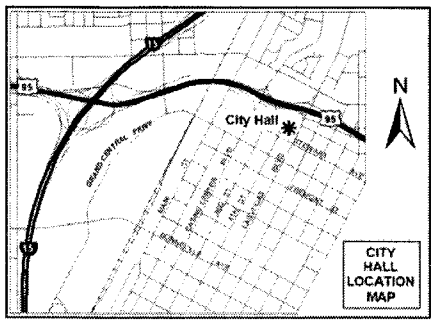

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

JASINSKI DENNIS G & KATHRINE K
1810 LEONARD LN
LAS VEGAS NV 89108-2329

APN#13824702026

after final agenda

Date 4/13/09 Item 116 9 11 7
W-5

PAGE 01
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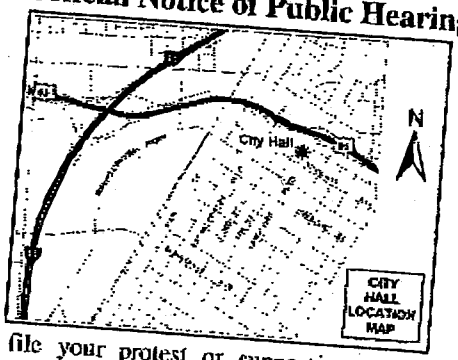

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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UP-32639 & SDR-32638
ity Council Meeting of 4/15/2009

RATHJE FAMILY TRUST
RATHJE LARRY L & BARBARA J TRS
1927 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

APN#13824702010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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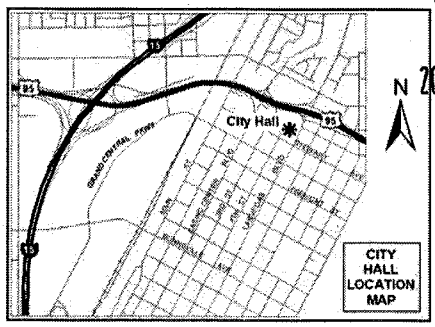

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

APN#13824703005

77066

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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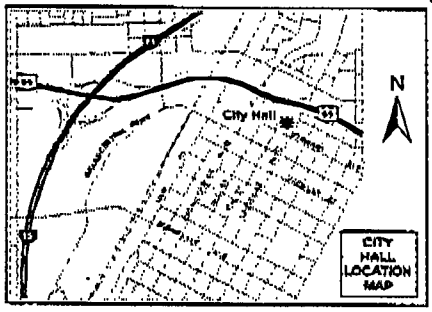

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

HUGHES FAMILY L L C #3
COURY FAMILY L L C #2
2975 S HIGHLAND DR
LAS VEGAS NV 89109-1011

APN#13919401003

ENVELOPE ENVELOPE

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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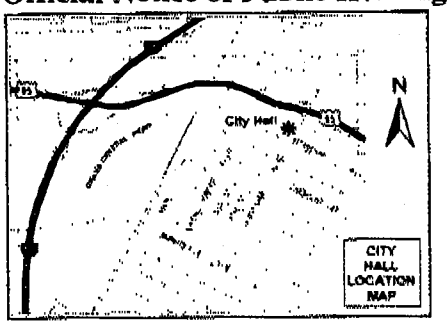

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

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APN#13919311188

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as Vegas, Nevada 89101

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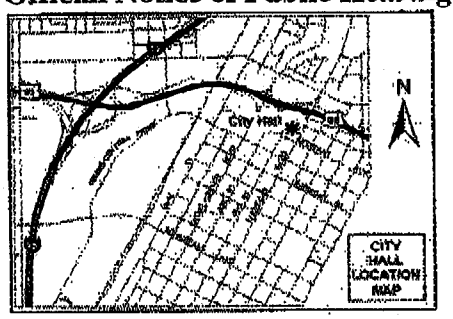

f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the)ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council :epresentative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

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;UP-32639 & SDR-32638

:ity Council Meeting of 4/15/2009

SIAZ RAYANLDO G & ELOISA
1447 N MAIN
SALINAS CA 93906-2403

APN#13919311110

04/07/2009 TUE 13:24 [TX/RX NO 5396] 001

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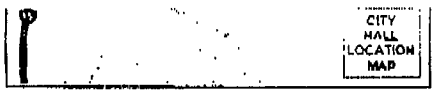

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-1803. If you would like to contact your Council Representative, please call (702) 229-6405.

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SUP 32639 & SDR 32638

City Council Meeting of 4/15/2009

CHEN SHYH YAW
9622 E NAOMI AVE
ARCADIA CA 91007-7410

APN# 5391031020

APR-08-09 02:35 AM P.01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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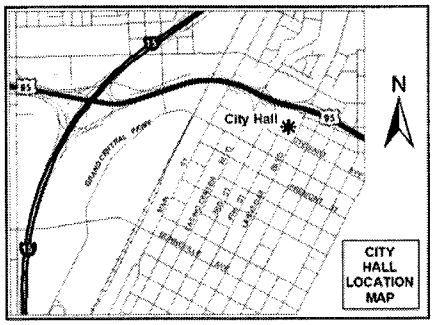

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

WEST DAVID & DONNA
1895 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

APN#13824702020

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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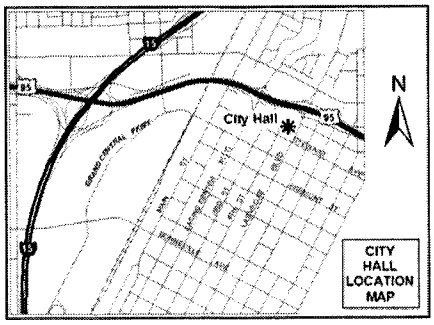

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

SECRETARY HOUSING & URBAN DEV
%MICHAELSON CONNOR & BOUL INC
13832 N 32N ST #D-150
PHOENIX AZ 85032-5613

APN#13919311166

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

RECEIVED
CITY CLERK

2009 JUL -6 A 8:20

ATLANTA, GA
BALTIMORE, MD
BETHESDA, MD
DENVER, CO
LAS VEGAS, NV
LOS ANGELES, CA
PHILADELPHIA, PA
PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

BILL CURRAN
DIRECT DIAL: (702) 471-7000
PERSONAL FAX: (702) 471-7070
E-MAIL: CURRANB@BALLARDSPAHR.COM

July 2, 2009

Beverly K. Bridges
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: **REQUEST TO HOLD --**
VAR-32640/VAR-33015/SUP-32639/SDR-32638 -
July 15, 2009 City Council Meeting

Dear Ms. Bridges:

Please accept this as my client's request to hold the above referenced matter in abeyance and to reschedule it for hearing before the City Council on August 19, 2009.

My client regrets having to make this request but has encountered delays in getting his site plan and building design revised with sufficient lead time for the Planning Department to conduct its evaluation of the changes. It is believed that abeying the hearing will provide enough time to complete the redesign and submit the revisions in sufficient time for a complete review.

We very much appreciates your assistance in this matter.

Sincerely,

Bill Curran

WPC:cw

cc: Councilman Ricki Barlow
Margo Wheeler
Doug Rankin
Ydoleena Yturralde
Carlos Escapa

DMWEST #7176718 v1

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

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Ashley Wells	Ashley Wells	1815 Fairmount St.
[illegible]	Dominic J. Nolan	1799 N. Decatur Ave #109
[illegible]	MARIA Lopez	1799 N Decatur #104
[illegible]	Donnie Simons	1799 N Decatur #106
Michael Isabell	MICHAEL ISABELL	1799 N. DECATUR #206
Gustavo Muñoz	Gus Muñoz	1799 N. Decatur #203
Silvia Sanchez	Silvia Sanchez	1799 N. Decatur - 108
Desirae Walls	[illegible] Walls	1799. N Decatur 107
Kelli Stevens	Kelli Stevens	1799 N Decatur #208
Reynaldo Cantu	[illegible]	1799 N Decatur #114
[illegible]	[illegible]	1799 N Decatur 1214
Robert A Rogers	Robert A Rogers	1799 N Decatur 113
Edith Nilsen	Edith Nilsen	1799 N. Decatur #117
Maria Ortiz	Maria Ortiz	1799 N Decatur #125
Lordee Humphreys	Lordee Humpherys	1799 No Decatur #148

Submitted at Planning Commission

DMWEST #6794314 v1

Date 3/12/09 Item 15-18

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
	JARED YOUNG	1799 N Decatur #142
	FRANK JONES	1799 N DECATUR #235
	Melissa Cardenas	1799 N. Decatur #235
	Robert EARL	1799 N. Decatur #235
	Marquinn Thomas	8121 JADE HARBOR CT.
	TONY CORTINA	1799 N DECATUR #209
	Ryan Ferguson	1799 N. DECATUR #129
	Wade West	1799 N Decatur #138
	Richard Gillman	1799 N. Decatur #215

Petition/Statement of Non-Opposition

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Signature	Printed Name	Address
	DAVID PLUMMER	1812 DECATUR #102
	Jose Guevara	1810 Decatur #102
	Arcadia Santiago	1810 " "
	DOROTHY BUTLER	1810 " " #103
	Rory Miller	1812 " " #203
	Curtis Byrd	1850 " " 102
	1802 N Rancho #104	
	Estefana Gutierrez	1802 N. Decatur #102
	Derrick Trotter	1860 N. Decatur #101
	Reagyna Trotter	1860 N. Decatur #101
	CHRISTIVE LE	1860 N DECATUR #104
	Richard Anderson	1802 N. Decatur Apt 203
	Floong Pollard	1802 N. Decatur Blvd Apt 202
	Ronnie Stewart	1804 N Decatur #103

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
Dwight Beasley	DWIGHT BEASLEY	1858 N. DECATUR #201
Ona Coleman	ONA COLEMAN	1858 N. Decatur #101
Lori Carter	LORI CARTER	1858 N. Decatur #101
[illegible]	John gomez	1858 N. Decatur #104
[illegible]	SIG KUUSK	1806 N. DECATUR #101
[illegible]	Shenika Warner	1806 N. Decatur Blvd #201
Beverly Kelley	Beverly Kelley	1806 N Decatur #104
[illegible]	GREGORY QUITUGUA	1852 N. Decatur # 101
Maryl Hendricks	Marylee Hendricks	1856 N Decatur #101
Francis Romanoski	FRANCIS ROMANOSKI	1856 N DECATOR
Angel Vanscyoc	ANGEL VANSCYOC	1854 N DECATOR
Nyeesha Cook	NYEESHA COOK	1848 N Decatur #102
E J Marlowe	EDITH MARLOWE	1824 N — #104
Emily Gumas	Emily Gumas	1824 N. Decatur #101
Jazmin Lozoyo	Jazmin Lozoyo	1824 N. Decatur #203

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

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VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
Kim AND Paul S Miller	Kim AND Paul Miller	1834 North Decatur #102 " " " #101

Petition/Statement of Non-Opposition

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VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
	Darrell Henson	1813 N Decatur Blvd 89108 APT 208 LOS VEGAS NV
	Antonio Cordero	1675 Fairhaven st.
	SUBJECT TO 2-STORY DWELLINGS ONLY. EUALIO G. NORIEGA	1751 N. FAIRHAVEN ST.
	Eduardo Gonzalez	1961 Fairhaven st
	SUBJECT TO MAYBE 2 STORY NOT THREE Larry L Rothje	1927 FAIRHAVEN CIR
	CHARLES APLIN	192, Fairhaven Cr.
	STAN BEIKOWSKY	1923 FAIRHAVEN
Donna West	Donna West	1895 Fairhaven St. 89108
David R West	David West	1895 Fairhaven St. 8910
Coleen Campbell	Coleen Campbell	1865 Fairhaven St. 89108
	DAVID GRANT	1885 FAIRHAVEN ST
Michele Tombary	MICHELE TOMBARY	1885 FAIRHAVEN ST

Petition/Statement of Non-Opposition

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Signature	Printed Name	Address
Jeremy Shipton	Jeremy Shipton	1813 N. Decatur #104A
Renate Ogle	Renate Ogle	" "

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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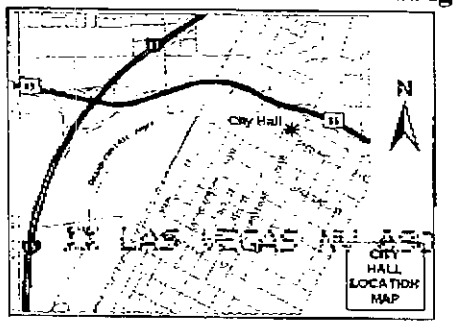
Signature	Printed Name	Address
Donica G. Beckett	Donica' G. Beckett	1813 N. Decatur Blvd Las Vegas, NV 89108
		1813 N. Decatur
	Gabriela Martinez	1813 N Decatur
	KHANH TO	1813 N. DECATUR #110
	Melanie Peek	1813 N. Decature #111
	Nick Mais	1813 N. Decatur #111
	Beverly J Pattison	1813 N. DECATUR Blvd 108
	Linda Sandoval	1813N. DecatueBlVD 108
	Lamont Johnson	1813N DecaturBlvd 115
	DEBBIE Allen	1813N N. Decatur #216
	Evaristo Melo	1813 N. Decatur #213
	Julie Butler	1813 N Decatur Blvd #113
	Joe wiley JR	1813 N. Decatur #211
	Rose Lopez	1813 N. Decatur #210
	James Rowton	1813 N. Decatur #206

☑001 COUNTRYSIDE HOME LOANS 02/18/2009 15:14 FAX 702 870 1188

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



LV LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

PRESORTED FIRST CLASS

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Case: SUP-32639

13824702014
POWELL THOMAS L & C J REV LIV TR
1921 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

891086230Z C013

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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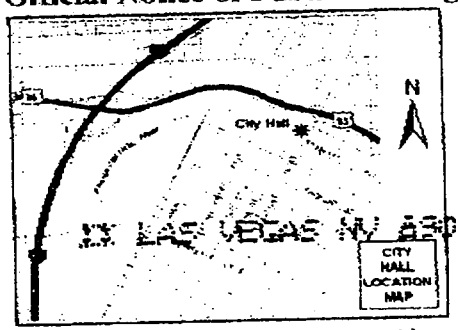

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☒ I OPPOSE this Request

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SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824701005
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

89108$2336 C075

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FEB 23 2009
CITY CLERK

Submitted after final agenda

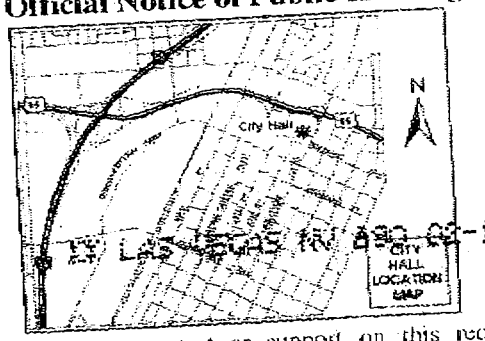
Date 2/25/09 Item 36 & 37

02/22/2009 00:11 9099496168 VEA & ASSOCIATES PAGE 02/03

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-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

Case: SUP-32639

13919311171
ALANIZ VICTOR E & VINCENT
1736 ISABEL WY
UPLAND CA 91784-9275

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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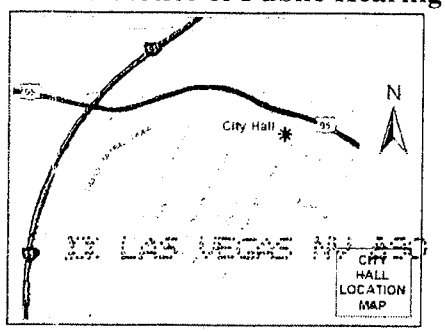
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824703005
WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

77066$1031 P095

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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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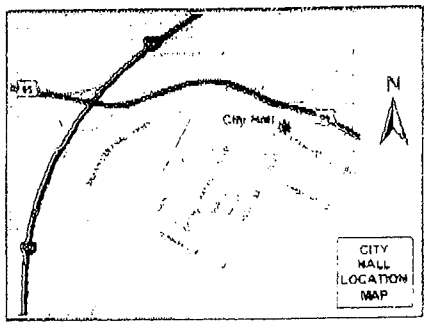
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

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FEB 20 2009

Case: SUP-32639

13919311188
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8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

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89128-8223 CODE

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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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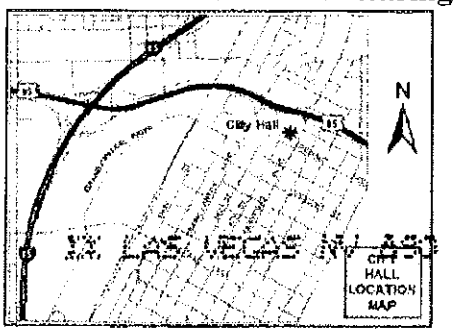
Official Notice of Public Hearing



LAS VEGAS NV 890 02-14-09

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824701014
FALKENSAMMER LEOPOLD & K REV TR
2224 GLENBROOK WY
LAS VEGAS NV 89117-5852

89117385852 C020

City of Las Vegas Agenda Item No.: **102.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

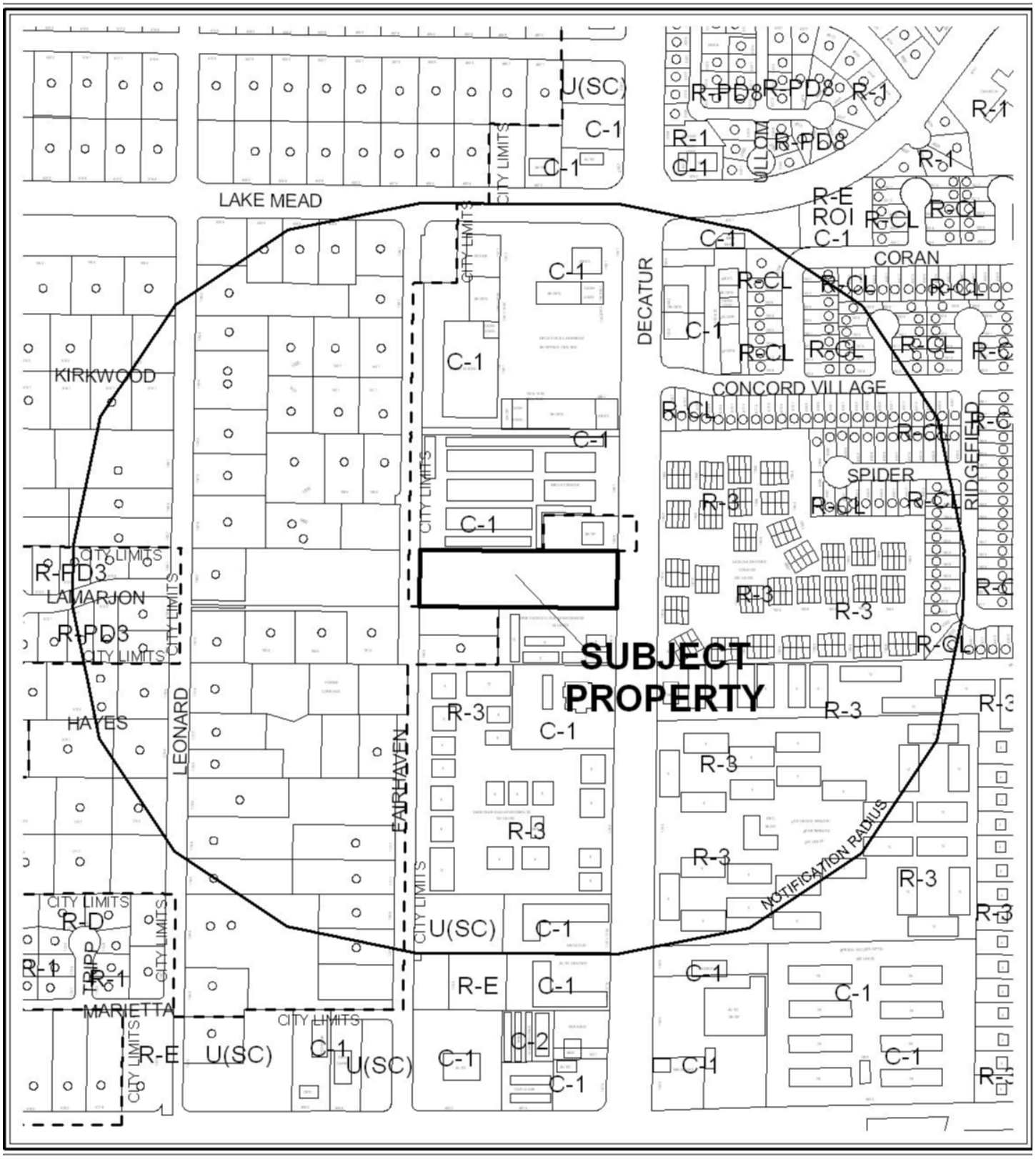
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-32638 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-32640, VAR-33015, AND SUP-32639 - PUBLIC HEARING - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY - Request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 44-FOOT TALL, 151-UNIT SENIOR CITIZEN APARTMENT COMPLEX WITH 5,460 SQUARE FEET OF COMMERCIAL SPACE on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard (APN 138-24-703-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**4**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 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. Protest/Support Postcards
7. Abeyance Request by Ballard Spahr Andrews & Ingersol, LLP
8. Backup Referenced from the 03-12-2009 Planning Commission Meeting Item 18



CASE: **SDR-32638**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



CASE: **SDR-32638**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/vq-1/ke vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0050-97), Variances (VAR-32640 and VAR-33015) and Special Use Permit (SUP-32639) 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 and landscape plan, date stamped 02/02/09, and building elevations and floor plans, date stamped 01/13/09, except as amended by conditions herein.

4. An Exception from Title 19.12.040 is hereby approved, to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter.

5. The western perimeter wall shall be eight (8) feet in height and the decorative block wall shall be stucco, or otherwise designed to discourage graffiti, subject to the approval of the Planning and Development staff.

6. 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: 24-inch box size trees shall be planted in the east perimeter landscape buffer at 20 feet on-center, with four, five-gallon shrubs planted for each required tree.

7. 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.

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. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Construct half-street improvements on Fairhaven and extend pavement northward and southward to tie into existing paving, if legally able, on Fairhaven Street adjacent to this site concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public right-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

15. Remove all substandard public street improvements and unused driveway cuts on Decatur Boulevard adjacent to this site, if any, and replace with new improvements meeting current City Standards 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.

16. Meet with the Collection System Planning section of the Department of Public Works to discuss extending public sewer to the western edge of this site at a size, depth and acceptable location. 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.

17. 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.

18. 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.

19. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveway accessing this site from Decatur Boulevard prior to the submittal of construction drawings. Coordinate with the Traffic Engineering Department regarding the possible modification of existing medians on Decatur Boulevard

20 A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainage ways 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.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. As part of the Site Development Plan Review, the applicant is requesting an Exception to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter. The applicant has also submitted applications for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required; a Variance (VAR-33015) to allow a 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted; and a Special Use Permit (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted. Staff is recommending denial of the request as the number of Variances, Waivers and Exceptions required for the proposed development indicates that the site is to be overbuilt.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/08/97	The City Council approved a request for Rezoning (Z-0050-97) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard.
02/18/04	The City Council approved requests for a Site Development Plan Review (SDR-3496) for a Senior Housing Complex with a Waiver of the perimeter landscaping requirements, and a Special Use Permit (SUP-3491) for a Senior Apartment Complex on 2.16 acres located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The Planning Commission recommended approval. These entitlements expired 02/18/06 as no Extension of Time was submitted.
11/15/04	A Code Enforcement complaint (#23727) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 01/12/05.
10/10/05	A Code Enforcement complaint (#35225) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 10/12/05.

03/20/06	A Code Enforcement complaint (#39426) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/26/06.
02/15/07	A Code Enforcement complaint (#50556) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 04/16/07.
04/18/08	A Code Enforcement complaint (#64758) was processed for trash and debris on property located adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. The complaint was resolved on 05/19/08.
03/12/09	The Planning Commission recommended approval of companion items VAR-32640, VAR-33015 and SUP-32639 concurrently with this application. The Planning Commission voted 5-1/vq-1/ke to recommend APPROVAL (PC Agenda Item #18/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the site.

Pre-Application Meeting	
01/07/09	A pre-application meeting was held to discuss the requirements for applications for a Site Development Plan Review, a Special Use Permit and two Variances. Issues discussed included the minimum requirements for a Senior Apartment use, parking requirements and development standards.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application.	

Field Check	
01/21/09	A field check was conducted by staff. The subject site is a vacant, undeveloped lot with an unpermitted chain link fence at the east perimeter and a portion of the north perimeter, which is topped with barb wire. There was assorted trash and debris at the site.

Details of Application Request	
Site Area	
Gross Acres	2.16 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] Under Resolution of Intent to C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
	Wireless Communications Facility	RN (Rural Neighborhood) [Clark County]	C-1 (Local Business) [Clark County]
South	Apartments	SC (Service Commercial)	R-3 (Medium Density Residential)
	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [Clark County]
East	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Undeveloped	RN (Rural Neighborhood) [Clark County]	R-E (Rural Estates Residential) [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			
A-O (Airport Overlay) District (70 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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	93,226 SF	Y
Min. Lot Width	100 Feet	162 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	N/A	Y
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50%	82%	N*
Max. Building Height	N/A	44 Feet	Y
Trash Enclosure	Screened, Roofed	Interior	Y
Mech. Equipment	Screened	Not Indicated	N**

** The applicant has submitted a request for a Variance (VAR-33015) to allow lot coverage of 82% where 50% is the maximum allowed.*
***A condition has been added to require screening of any mechanical equipment to comply with the minimum requirements of Title 19.08.*

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	132 feet	10 Feet	N*
Adjacent development matching setback	20 Feet	20 Feet	Y
Trash Enclosure	50 Feet	54 Feet	Y

**The applicant has submitted a request for a Variance (VAR-33015) to allow a 10-foot setback where Residential Adjacency standards require 132 feet.*

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 Uncovered Spaces	Zero Trees	Zero Trees	Y
Buffer				
Min. Trees:				
North	1 Tree / 30 Lineal Feet	27 Trees	Zero Trees	N*
South	1 Tree / 20 Linear Feet	27 Trees	34 Trees	Y
East	1 Tree / 20 Linear Feet	7 Trees	5 Trees	N**
West	1 Tree / 20 Linear Feet	7 Trees	7 Trees	Y
TOTAL		68 Trees	46 Trees	N*

Min. Zone Width	15 Feet (East and West) 8 Feet (North and South)	15 Feet 8 Feet	Y Y
Wall Height	Minimum 6 Feet, Maximum 8 Feet (South Perimeter, Adjacent to Residential)	Not Indicated	N***

**The applicant is requesting an Exception to the Title 19.12.040 Landscape Buffer Planting Standards to allow ground cover only (no trees or shrubs) in the required landscape buffer along the north perimeter, to allow for utility (sewer) access easements.*
***A condition has been added to require landscaping in the east perimeter landscape buffer to comply with the minimum planting requirements of Title 19.12.040.*
****A condition has been added to require a solid screen wall at least six feet in height and complying with all requirements of Title 19.12.075 along the south perimeter, adjacent to residentially zoned properties.*

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	
Senior Apartments	151 Units	0.75 / Unit	114				
General Retail	5460 SF	1 / 175	32				
SubTotal			146				
TOTAL			141	5	114	5	N*
Loading Spaces		1 / Less Than 10,000 SF	1		1		Y
Percent Deviation					19%		

**The applicant has submitted a request for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required, a 19% deviation.*

Exceptions		
Request	**Requirement**	**Staff Recommendation**
To allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter.	One 24-inch box size tree for every 30 lineal feet, plus four, 5-gallon shrubs for every required tree.	Denial

ANALYSIS

This is a request for a Site Development Plan Review for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with 5,460 square feet of commercial space on 2.16 acres adjacent to the west side of Decatur Boulevard, approximately 1,000 feet south of Lake Mead Boulevard. As part of the Site Development Plan Review, the applicant is requesting an Exception to allow ground cover only (no trees or shrubs) in a required landscape buffer along the north perimeter. The applicant has also submitted applications for a Variance (VAR-32640) to allow 119 parking spaces where 146 are required; a Variance (VAR-33015) to allow a 10-foot setback where Residential Adjacency standards require 132 feet, and to allow a lot coverage of 82% where 50% is the maximum permitted and a Special Use Permit (SUP-32639) for a proposed three-story, 44-foot tall, 151-unit Senior Citizen Apartment Complex with a Waiver to allow apartments on the ground floor where none are permitted. Staff is recommending denial of the request as the number of Variances, Waivers and Exceptions required for the development indicates that the site, as proposed, is to be overbuilt.

- **Zoning**

  The subject site is located within the Southeast Sector Plan of the General Plan and has a land use designation of SC (Service Commercial), which 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 site is currently zoned U (Undeveloped) [SC (Service Commercial) General Plan Designation] Under Resolution of Intent to the C-1 (Limited Commercial) district, which 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-l (Limited Commercial) district is consistent with the Service Commercial, and the Neighborhood Center categories of the General Plan.

- **Site Plan**

  The site plan shows a large, single structure that occupies the entire lot, with the exception of required building setback areas and a driveway area, resulting in the need for an associated Variance (VAR-33015) to allow a lot coverage of 82% where 50% is allowed. At the front (east) of the site is approximately 5,460 square feet of commercial space, with a driveway providing access from Decatur Boulevard to the parking garage under the apartment complex. There are a total of 119 parking spaces provided, including five handicap accessible spaces. One of the handicap accessible spaces is van accessible. There is a crash

gate located at the northwest corner of the site to provide emergency access from Fairhaven Street. There is an enclosed courtyard area in the garage level between proposed apartments along the south perimeter and parking spaces along the north perimeter.

- **Landscape Plan**

  The landscape plan depicts the use of 24-inch box size Aleppo and Mondel Pine trees in the required landscape buffers along the south, east and west perimeters. Shrubs, including five-gallon size Texas Ranger, Desert Broom and Indian Hawthorne, are also provided in these areas. The size and quantities shown are adequate, except along the east perimeter where five trees are indicated, but seven are required. A condition has been added to require the correct number of trees and corresponding shrubs in the planting area.

  The applicant has requested an Exception to allow ground cover only (no trees or shrubs) in the required landscape buffer along the north perimeter to allow for an access easement to accommodate a sewer line extension. Staff recommends denial of the request as an alternative design could have been used to accommodate utilities without compromising the requirement for landscaping to buffer the apartments from the commercial development to the north.

- **Elevations**

  The elevations depict a three-story apartment complex with a maximum height of 44 feet. The east (front) façade is two stories, with commercial on the ground floor, a recreation area on the second floor and a third floor deck above, which allows the building to step back before the additional height of the third floor apartments is apparent. At the rear of the building, step backs occur for second and third floor deck areas, prior to the full height of the third floor apartments. The primary façade material is stucco, with aluminum framed windows, small, railed balconies and a concrete tile roof. The commercial storefront is a stone veneer. The materials are appropriate for the area and typical of commercial and apartment complexes.

- **Floor Plan**

  The floor plans depict a first floor consisting of 5,460 square feet of commercial space at the east end of the site, parking garage, an enclosed courtyard, a manager's office and 19 apartment units. The second floor consists of 66 apartment units, outside deck area at the west end and recreation room at the east end. The third floor consists of 66 apartment units and outside deck areas at both the east and west ends. The apartment units are centered around the interior courtyard, providing natural light for the interior apartments and the garage below. There are both one bedroom and two bedroom apartments depicted.

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 monolithic in scale and is not compatible with development in the area. A smaller building or multiple buildings would be more appropriate.

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, but is not consistent with Title 19 as the applicant is requesting numerous Variances, Waivers and an Exception to the development standards, indicating that the site, as proposed, will be overbuilt.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The primary access to the site is a proposed driveway onto Decatur Boulevard, a 100-foot Primary Arterial, with a second driveway for emergency access via a crash gate on to Fairhaven Street, which is a 60-foot Local street, as designated by the Master Plan of Streets and Highways. These streets will provide adequate site access, and adjacent roadways and neighborhood traffic will not be negatively impacted. Site circulation is adequate, with the only exception being the dead end drive aisle necessary to access parking between the commercial area and the apartment complex; the lack of a turn-around will necessitate that any vehicle pulling into the area will have to back out, if no parking spaces are available.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the area and the city. The landscape materials are appropriate in size. A condition has been added for additional trees and shrubs along the east perimeter to meet the minimum requirements of Title 19.12. Staff is recommending denial of the request for an Exception to allow no trees or shrubs in the buffer area along the north perimeter.

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;**

Building elevations are not unsightly or obnoxious, but are monolithic in scale and will not be compatible with surrounding development. A smaller building or multiple buildings would be more appropriate.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

PLANNING COMMISSION ACTION

Condition #5 was added at the Planning Commission meeting to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 390 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-32638** APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Razia Isani

Print Name: RAZIA ISANI

Subscribed and sworn before me

This 11th day of December, 2008

Candice Salerno

Notary Public in and for said County and State

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, 2012

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-32368 APN: 138-24-703-006

Name of Property Owner: Isani Razia and Sarihan Gunay

Name of Applicant: Metropolitan Homes

Name of Representative: Maren Parry, Ballard Spahr Andrews & Ingersoll

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: Gunay Sarihan

Print Name: Gunay Sarihan

Subscribed and sworn before me

This 11 day of December, 2008

Notary Public in and for said County and State Broward, Florida.

Revised 11-14-06

I:\Dept\Application Packet\Statement of Financial Interest.doc

CAROL ANN ENGEL
MY COMMISSION # DD500263
EXPIRES: Feb. 12, 2010
Florida Notary Service.com



VICINITY MAP

PROJECT DATA

APN # 138-24-703-006

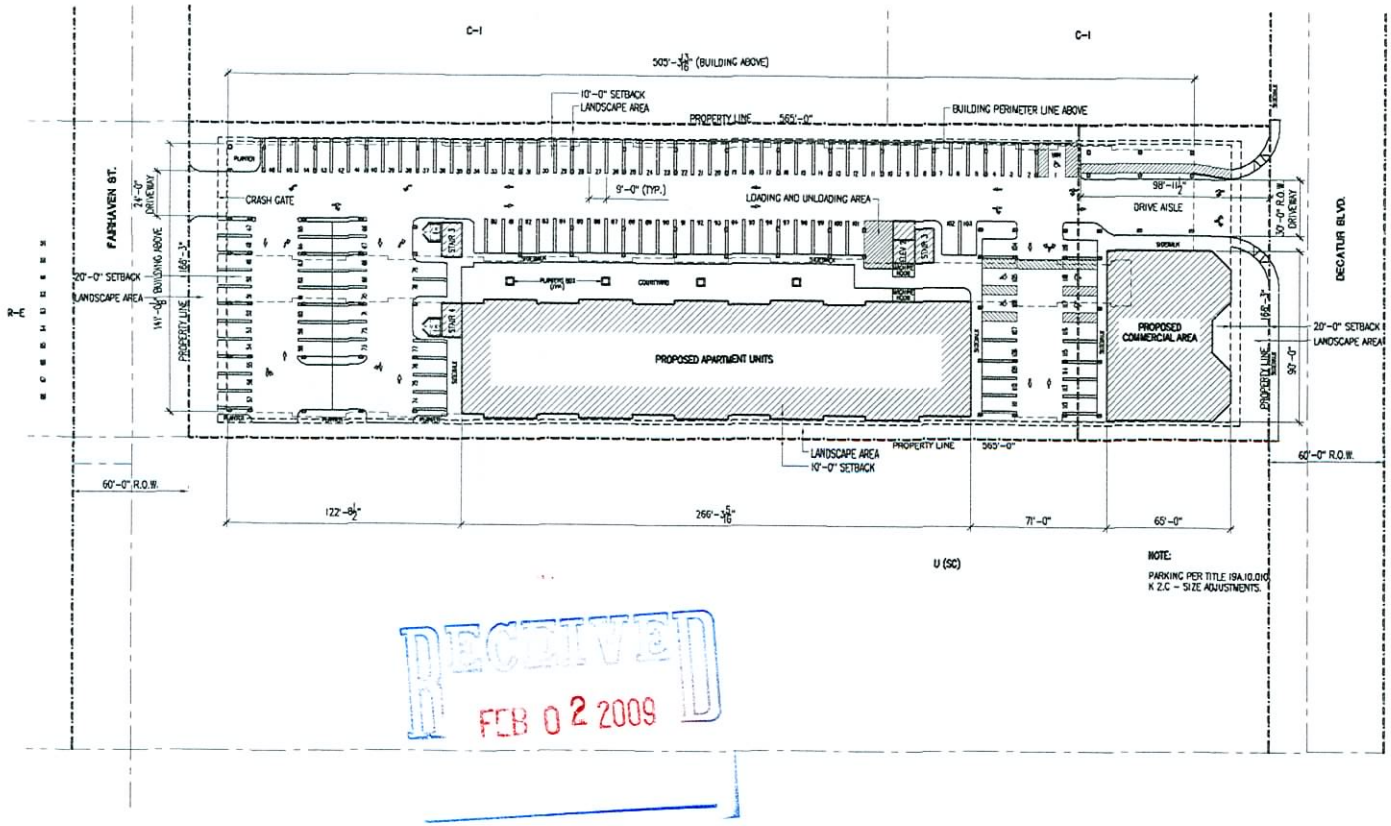
ADDRESS:	1841 N. DECATUR BLVD. LAS VEGAS, NV
LOT COVERAGE:	76%
LOT AREA:	93,934 S.F. (2.16 ACRE)

PARKING REQUIRED:

RESIDENTIAL:	151 UNITS @ .75=150 = 114
RETAIL:	5460 SF @ 1: 175 SF = 32
TOTAL REQUIRED	146

PARKING PROVIDED:

STANDARD CAR: 9' X 18'	114
HANDICAP (CAR) : 9' X 18'	4
HANDICAP (VAN) : 9' X 18'	1
PARKING PROVIDED	119



NOTE:
PARKING PER TITLE 19A.10.010 K 2.C - SIZE ADJUSTMENTS.

RECEIVED
FEB 02 2009

1 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"
NORTH

DENNIS E. RUSK ARCHITECT, LLC

SITE DEVELOPMENT PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

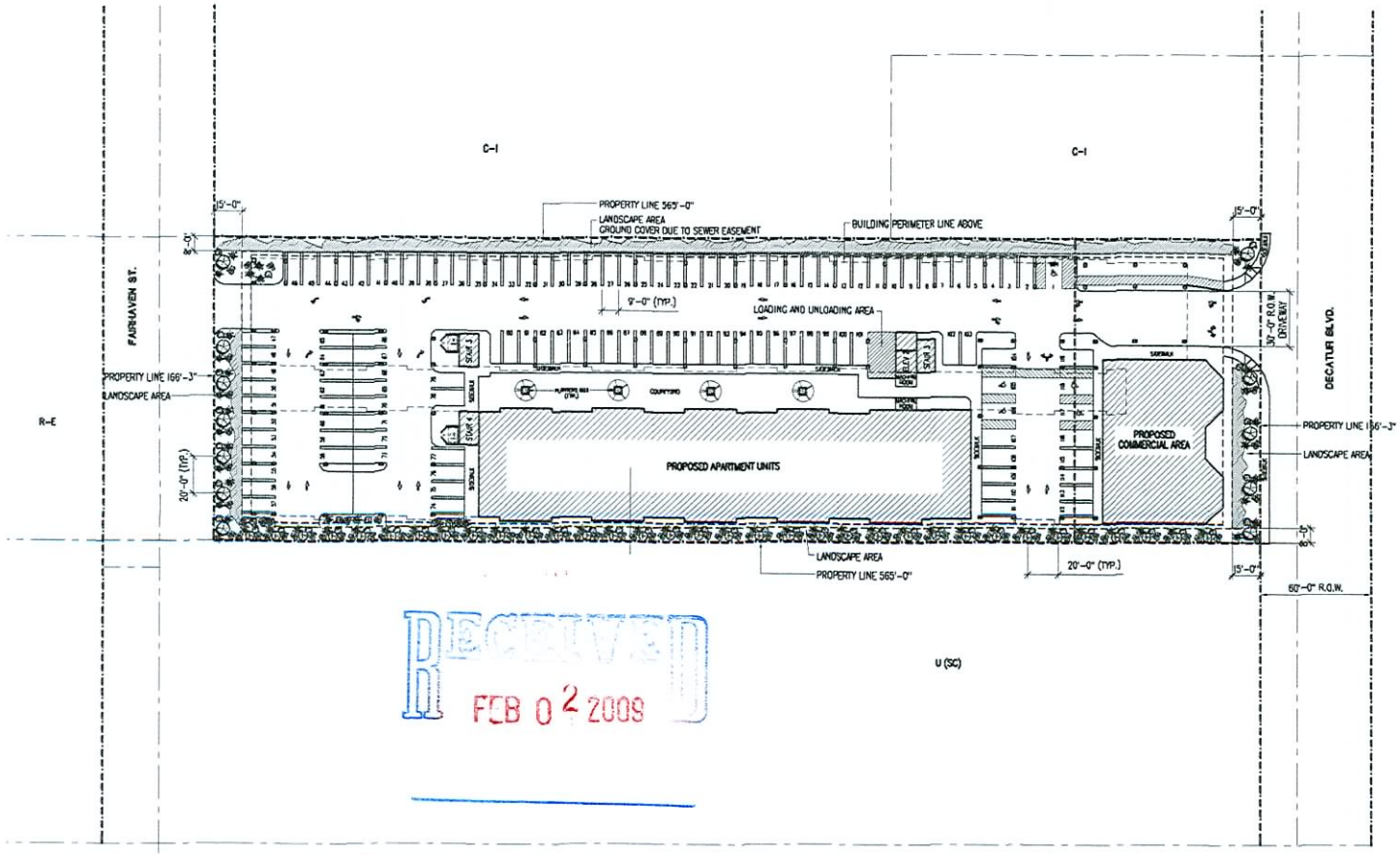
Revisions:

Date: 1-08-09
Project No: 0321
Drawn By: JGL/RCS
Check By: DERMLB
Sheet No: SP1.0

VAR-33015 VAR-32640
SUP-32639 SDR-32638
REVISED 02/26/09 PC

LANDSCAPE LEGEND

SYMBOL	NO.	BOTANICAL NAME	COMMON NAME	USE	FULL SIZE	DESCRIPTION	SYMBOL	NO.	BOTANICAL NAME	COMMON NAME	USE	FULL SIZE	DESCRIPTION
	15	PINUS	ALEPPO PINE	EVERGREEN TREE	LARGE OVER 40'	24" BOX, STD. TRUNK		50	LEUCOPHYLLUN	TEXAS RANGER	EVERGREEN SHRUB	6'X6'	5 GALON
	34	PINUS	NONDEL PINE	EVERGREEN TREE	MEDIUM 20'-40'	24" BOX, STD. TRUNK		66	BACCHARIS	DESERT BROOM	EVERGREEN SHRUB	5'x5'	5 GALON
	0	GAZANIA	GAZANIA	GROUND COVER				72	RHAPIOLEPIS	INDIAN HAWTHORNE	EVERGREEN SHRUB	4'X4'	5 GALON



RECEIVED
FEB 02 2009

1 LANDSCAPING PLAN
SCALE: 1" = 30'-0"

NORTH

VAR-33015 VAR-32640
SUP-32639 SDR-32638
REVISED 02/26/09 PC

DENNIS E. RUSK ARCHITECT, LLC

LANDSCAPING PLAN

DECATUR SENIOR HOUSING

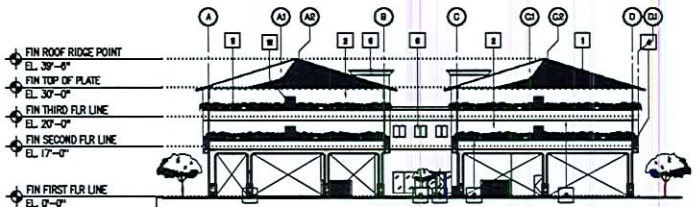
1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

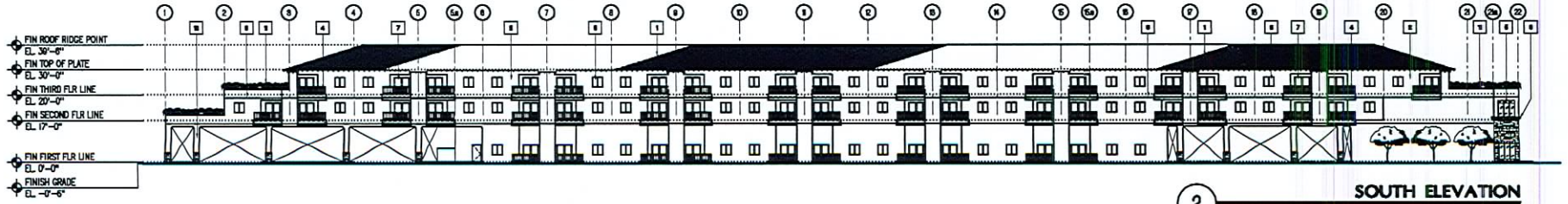
Date: 1-8-09
Project No.: 0321
Drawn By: JGL/RCB
Check By: DER/RJB
Sheet No.: LP1.0
of



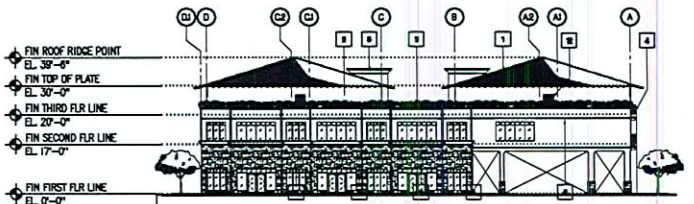
4 **NORTH ELEVATION**
SCALE: 1"=20'-0"



3 **WEST ELEVATION**
SCALE: 1"=20'-0"



2 **SOUTH ELEVATION**
SCALE: 1"=20'-0"



1 **EAST ELEVATION**
SCALE: 1"=20'-0"

KEYED NOTES: (ELEVATION)

1	CONCRETE ROOF TILES	7	SLIDING GLASS DOOR WITH ALUMINUM FRAME
2	7/8" THK STUCCO FINISH	8	METAL DOOR WITH STEEL FRAME
3	CORNICE	9	REVEAL LINE WITH FINISH STUCCO
4	RAILING	10	LEDGE STONES
5	STORE FRONT W/ ALUMINUM FRAME	11	PLANTERS
6	SLIDING WINDOW WITH ALUMINUM FRAME		

SDR-32638
02/26/09 PC

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JAN 13 2009

DENNIS E. RUSK
ARCHITECT, LLC

BUILDING ELEVATIONS

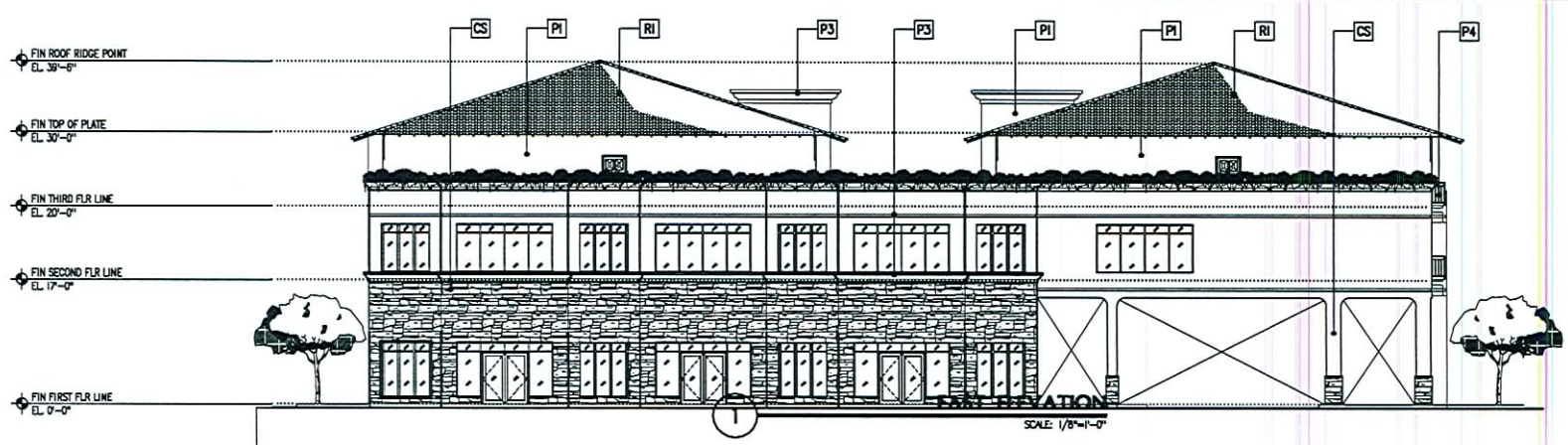
DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 0800
Drawn By: JDL
Check By: DER/RJB
Sheet No.: A3.0

DENNIS E. RUSK ARCHITECT, LLC 8180 KYATHOS CAVE SUITE 206 LAS VEGAS, NEVADA 89139 PHONE (702) 395-4880 FAX (702) 395-4881





PAINT, FINISH AND MATERIAL SCHEDULE

SYMBOL	DESCRIPTION	COLOR NAME	COLOR NUMBER	SAMPLE	SYMBOL	DESCRIPTION	COLOR NAME	COLOR NUMBER	SAMPLE
R1	ROOF TILE	ST. THOMAS MCA TILE	B336		P3	EXTERIOR PAINT	SEVILLE ORANGE	7967	
P1	EXTERIOR PAINT	ZAHRIA	7962		P4	DOOR & WINDOW FRAME, RAILING	THUNDER	30	
P2	EXTERIOR PAINT	ANTIQUE GOLD	7918		CS	EXTERIOR WALL CULTURED STONE	CULTURED STONE	PLATINUM COUNTRY LEDGESTONE	

DENNIS E. RUSK ARCHITECT, LLC

COLOR + MATERIAL BOARD

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 0900
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A4.0

SDR-32638
02/26/09 PC

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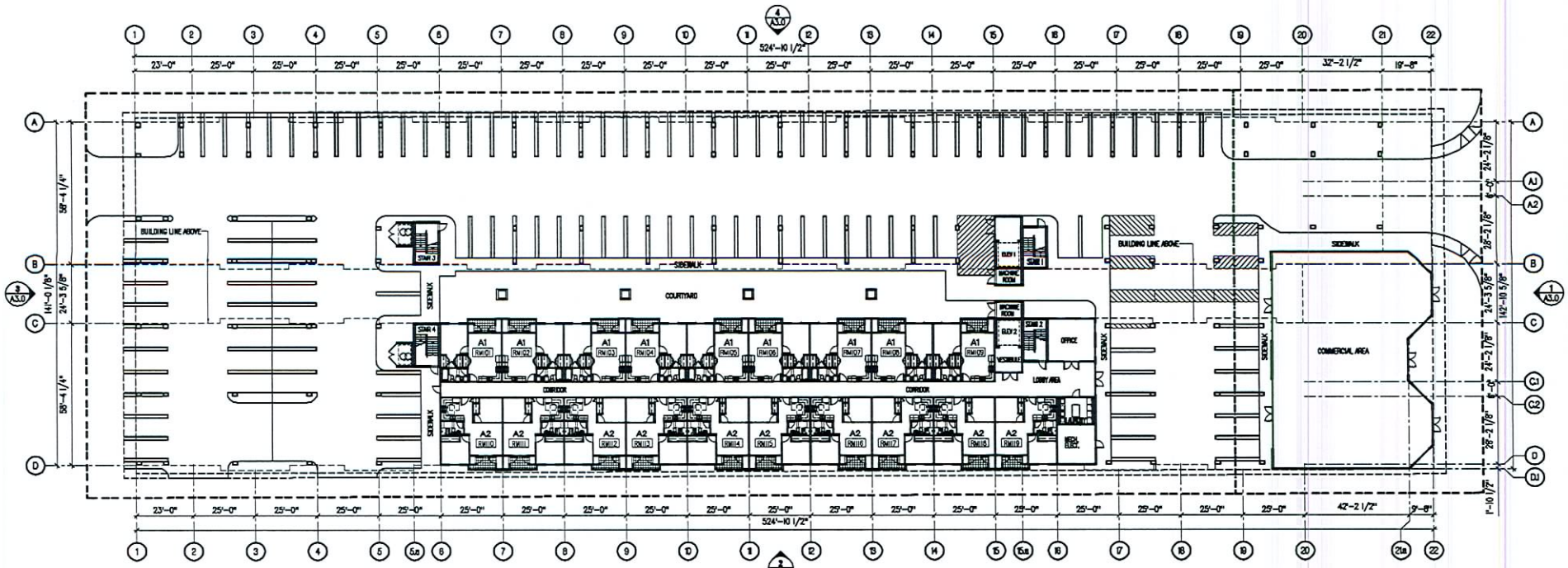
JAN 13 2009



FIRST FLOOR PLAN
SCALE: 1" = 20'-0"
NORTH

DENNIS E. RUSK
ARCHITECT, LLC

FIRST FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 09100
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A1.0

SDR-32638
02/26/09 PC

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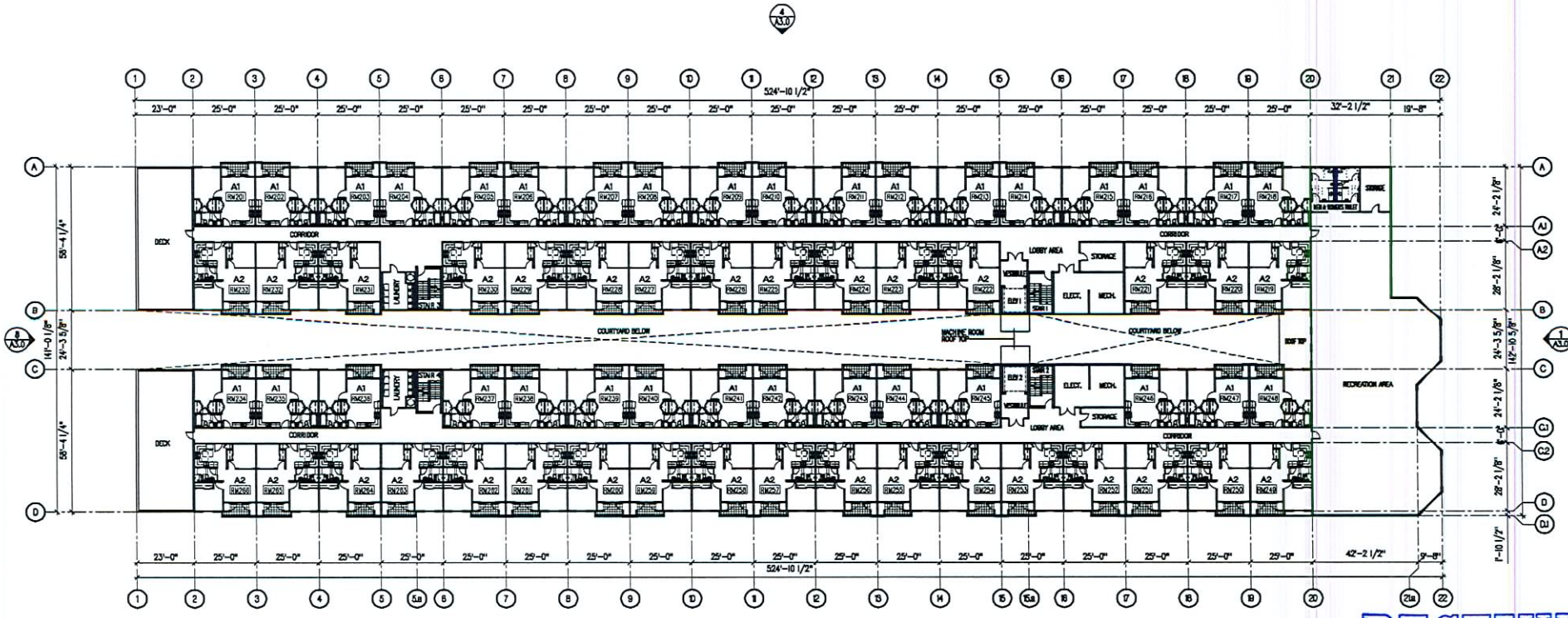

SECOND FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

SDR-32638

02/26/09 PC

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DENNIS E. RUSK
ARCHITECT, LLC

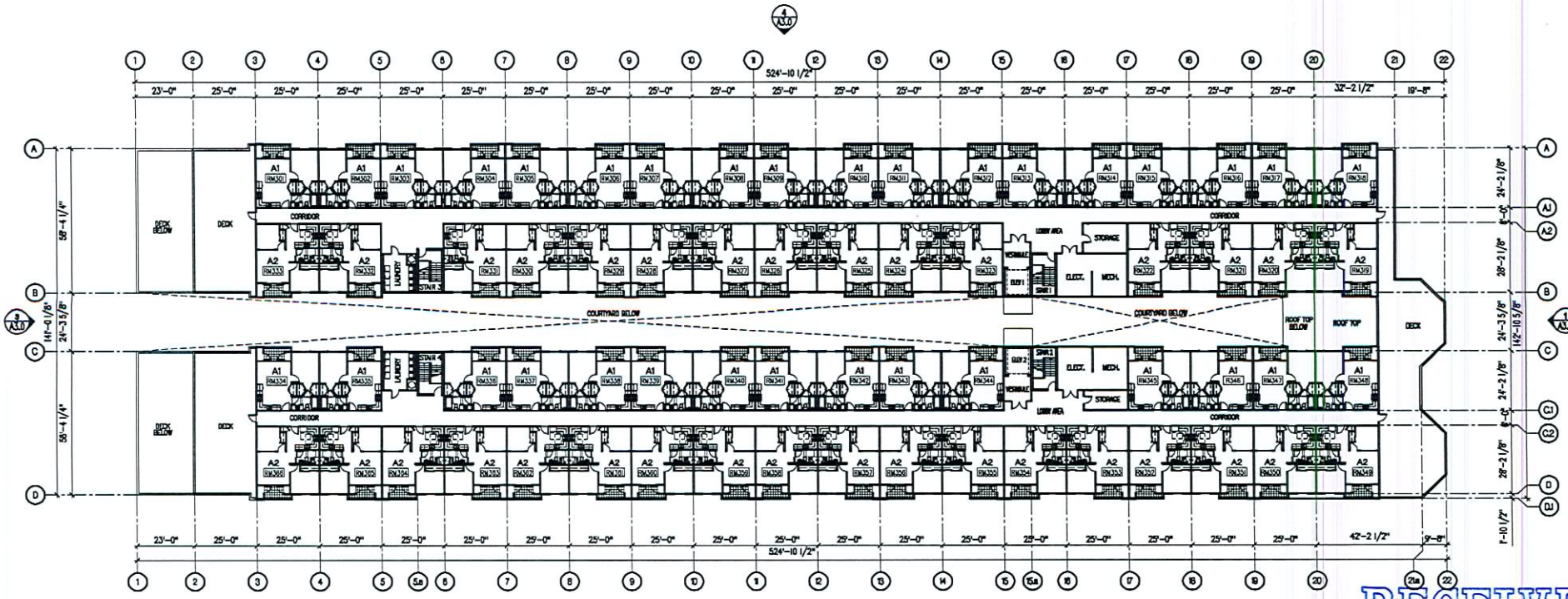
SECOND FLOOR PLAN

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 1-8-09
Project No.: 09100
Drawn By: JGL
Check By: DER/FLB
Sheet No.: A1.0a



1 THIRD FLOOR PLAN
SCALE: 1" = 20'-0"

NORTH

SDR-32638

02/26/09 PC

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DENNIS E. RUSK ARCHITECT, LLC

THIRD FLOOR PLAN

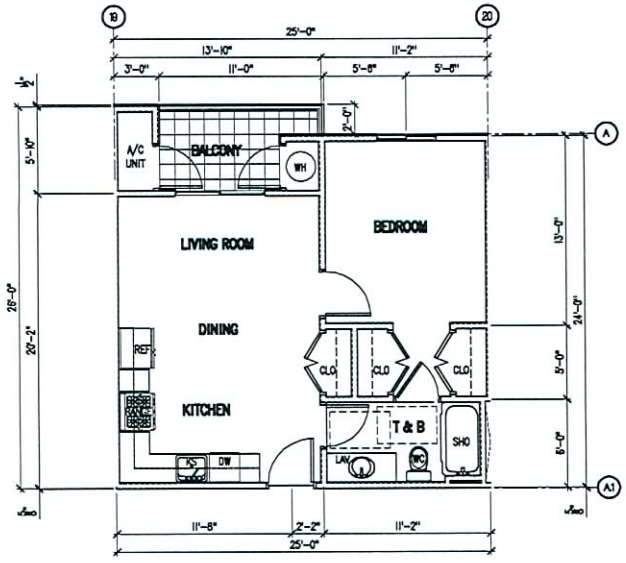
DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

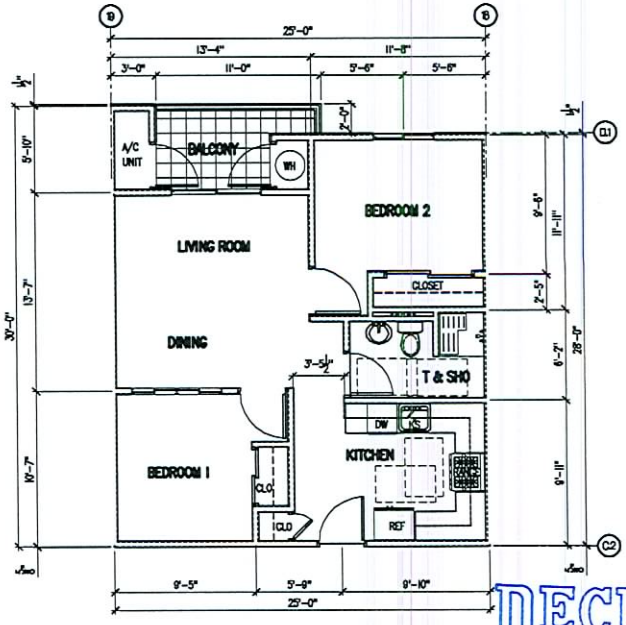
Revisions:

Date: 1-8-09
Project No.: 0800
Drawn By: JDL
Check By: DER/RLB
Sheet No.: A10b

A10b



1 ENLARGED FLOOR PLAN - TYPE A1
SCALE: 1/4" = 1'-0"



1 ENLARGED FLOOR PLAN - TYPE A2
SCALE: 1/4" = 1'-0"

SDR-32638

02/26/09 PC

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DENNIS E. RUSK
ARCHITECT, LLC

ENLARGED FLOOR PLAN - TYPE A1 & A2

DECATUR SENIOR HOUSING

1841 N. DECATUR BLVD.
LAS VEGAS, NV

Revisions:

Date: 2-6-09
Project No.: 0910
Drawn By: JGL
Check By: DEFVRLB
Sheet No.: A2.0

A2.0

DENNIS E. RUSK ARCHITECT, LLC 8900 S. PATRICK LANE SUITE 205 LAS VEGAS, NEVADA 89126 PHONE (702) 693-8600 FAX (702) 896-6171



SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
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MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09



SDR-32638 - APPLICANT: METROPOLITAN HOMES - OWNER: ISANI RAZIA AND SARIHAN GUNAY
WEST SIDE OF DECATUR BOULEVARD, APPROXIMATELY 1,000 FEET SOUTH OF LAKE MEAD BOULEVARD
MARCH 12, 2009 PLANNING COMMISSION

01/21/09

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106-4614
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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PHILADELPHIA, PA
PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

MAREN PARRY
PERSONAL FAX: (866) 381-5357
E-MAIL: PARRYM@BALLARDSPAHR.COM

January 13, 2009

By Hand Delivery

Doug Rankin
City of Las Vegas Planning and Development Dept.
731 South Fourth Street
Las Vegas, Nevada 89101

Re: **REVISED Justification Letter**
Metropolitan Homes
APN 138-24-703-006

Dear Mr. Rankin:

Enclosed please find a Variance application to supplement the prior application package submitted to your office on Friday, December 12, 2008, requesting approvals for a Senior Housing facility in a C-1 zone proposed at 1821 North Decatur Blvd (west side of Decatur, between Vegas Drive and Lake Mead Boulevard). The proposed facility was approved by way of applications SDR-3498 and SUP-3491 in 2004, but subsequent litigation surrounding the sale of the property delayed the commencement of development, and the approvals expired.

Metropolitan Homes respectfully requests renewed approvals to construct the same project at the same site. The development consists of a 150-unit low income apartment complex on 2.16 acres. The project will provide approximately 6000 square feet of commercial development to support the tenants and the neighborhood. The project design provides a unique floor plan wherein two main corridors are separated by a courtyard above the first floor, providing a cover to the parking beneath. The second floor area above the commercial portion of the property provides a recreation area for residents of the facility. The architecture of the structure provides a "stepped-back" look to offer additional articulation and interest in the building design and making the building more appropriate to the neighboring residential area. To facilitate this unique style and to provide covered parking for the proposed senior residents, a Variance to permit an increase in permitted lot coverage and a reduction in the required separation from neighboring residences will be necessary. This variance from the development

SDR-32638
02/26/09 PC

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code allows the upper units to shield the parking area during the hot summers, while providing a feeling of open space to a greater number of residents by way of the open courtyard between the two main corridors.

An additional Variance for a reduction in parking spaces is also required, and is appropriate for a senior center which is anticipated to have fewer residents who are automobile owners.

If you have any questions or need additional information, please do not hesitate to contact me at the above number.

Sincerely,

Maren Parry

Maren Parry

MP/mp
Enclosure

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JAN 13 2009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

LAS VEGAS NV 890

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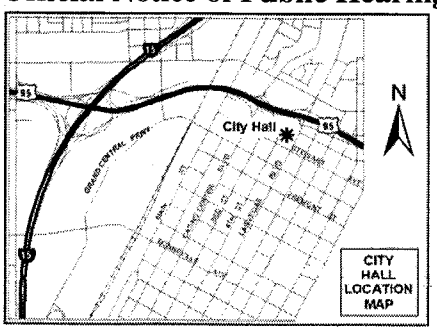

2009 APR -9 A 11:01

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-32639 & SDR-32638
City Council Meeting of 4/15/2009

FROM:
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

APN#13824803006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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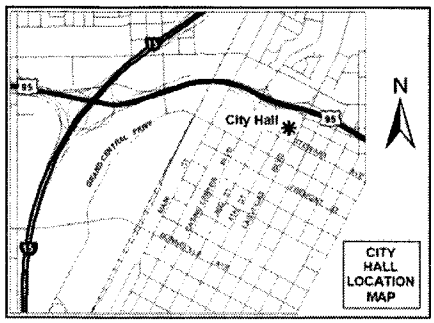

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

JASINSKI DENNIS G & KATHRINE K
1810 LEONARD LN
LAS VEGAS NV 89108-2329

APN#13824702026

after final agenda

Date 4/13/09 Item 116 9 11 7
W-5

PAGE 01
REBEL OIL CO
7026438530
04/13/2009 13:32

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2009 APR 13 P 1:44

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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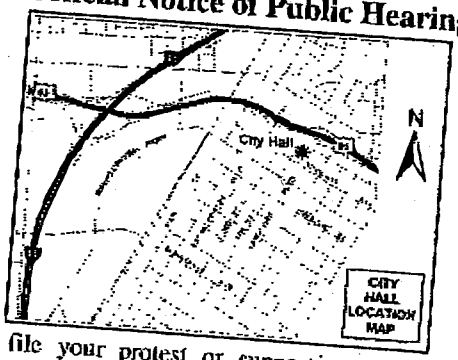

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-32639 & SDR-32638
ity Council Meeting of 4/15/2009

RATHJE FAMILY TRUST
RATHJE LARRY L & BARBARA J TRS
1927 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

APN#13824702010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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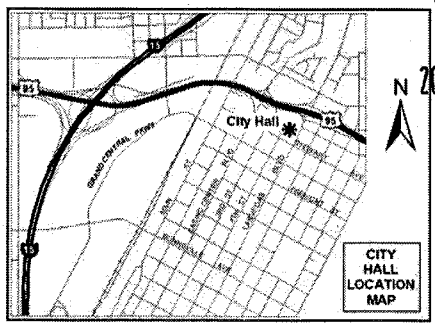

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

APN#13824703005

77066

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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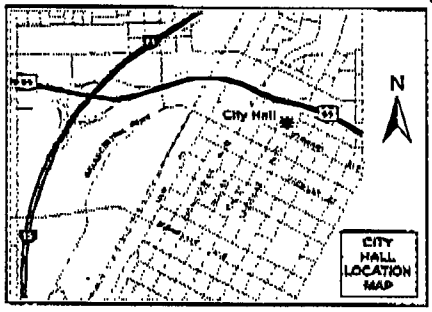

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

HUGHES FAMILY L L C #3
COURY FAMILY L L C #2
2975 S HIGHLAND DR
LAS VEGAS NV 89109-1011

APN#13919401003

ENVELOPE ENVELOPE

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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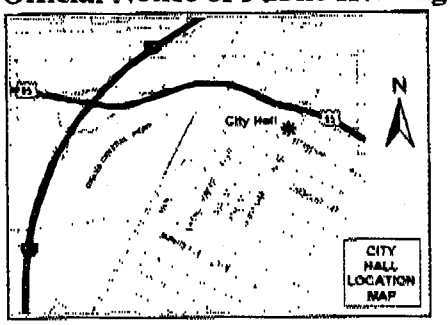

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

2009 APR 13 A 8:13

APN#13919311188

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ity of Las Vegas
ffice Of The City Clerk
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as Vegas, Nevada 89101

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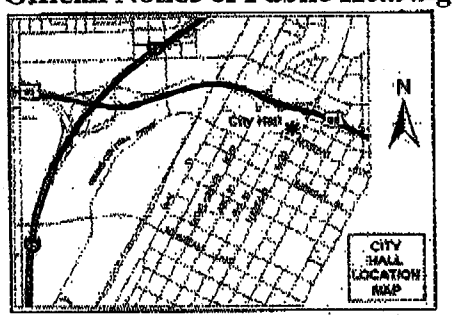

f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the)ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council :epresentative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

'lease use available blank space on card for your comments.

;UP-32639 & SDR-32638

:ity Council Meeting of 4/15/2009

SIAZ RAYANLDO G & ELOISA
1447 N MAIN
SALINAS CA 93906-2403

APN#13919311110

04/07/2009 TUE 13:24 [TX/RX NO 5396] 001

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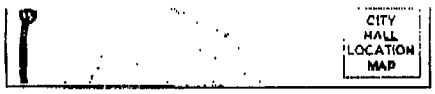
2009 APR -7 P 2:17



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) 382-1803. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP 32639 & SDR 32638

City Council Meeting of 4/15/2009

CHEN SHYH YAW
9622 E NAOMI AVE
ARCADIA CA 91007-7410

APN# 5391031020

APR-08-09 02:35 AM P.01

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400 Stewart Avenue
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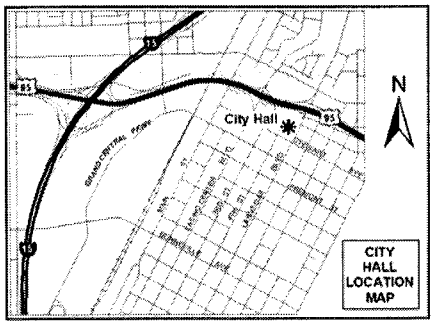

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

WEST DAVID & DONNA
1895 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

APN#13824702020

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Office Of The City Clerk
400 Stewart Avenue
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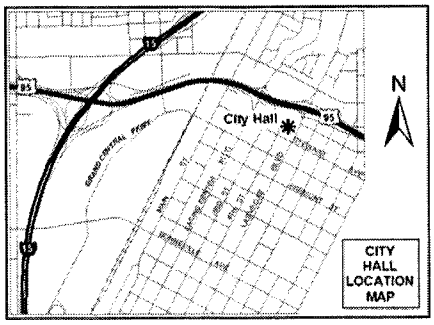

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-32639 & SDR-32638
City Council Meeting of 4/15/2009

SECRETARY HOUSING & URBAN DEV
%MICHAELSON CONNOR & BOUL INC
13832 N 32N ST #D-150
PHOENIX AZ 85032-5613

APN#13919311166

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

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SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

BILL CURRAN
DIRECT DIAL: (702) 471-7000
PERSONAL FAX: (702) 471-7070
E-MAIL: CURRANB@BALLARDSPAHR.COM

July 2, 2009

Beverly K. Bridges
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: **REQUEST TO HOLD --**
VAR-32640/VAR-33015/SUP-32639/SDR-32638 -
July 15, 2009 City Council Meeting

Dear Ms. Bridges:

Please accept this as my client's request to hold the above referenced matter in abeyance and to reschedule it for hearing before the City Council on August 19, 2009.

My client regrets having to make this request but has encountered delays in getting his site plan and building design revised with sufficient lead time for the Planning Department to conduct its evaluation of the changes. It is believed that abeying the hearing will provide enough time to complete the redesign and submit the revisions in sufficient time for a complete review.

We very much appreciates your assistance in this matter.

Sincerely,

Bill Curran

WPC:cw

cc: Councilman Ricki Barlow
Margo Wheeler
Doug Rankin
Ydoleena Yturralde
Carlos Escapa

DMWEST #7176718 v1

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

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Ashley Wells	Ashley Wells	1815 Fairmount St.
[illegible]	Dominic J. Nolan	1799 N. Decatur Ave #109
[illegible]	MARIA Lopez	1799 N Decatur #104
[illegible]	Donnie Simons	1799 N Decatur #106
Michael Isabell	MICHAEL ISABELL	1799 N. DECATUR #206
Gustavo Muñoz	Gus Muñoz	1799 N. Decatur #203
Silvia Sanchez	Silvia Sanchez	1799 N. Decatur - 108
Desirae Walls	[illegible] Walls	1799. N Decatur 107
Kelli Stevens	Kelli Stevens	1799 N Decatur #208
Reynaldo Cantu	[illegible]	1799 N Decatur #114
[illegible]	[illegible]	1799 N Decatur 1214
Robert A Rogers	Robert A Rogers	1799 N Decatur 113
Edith Nilsen	Edith Nilsen	1799 N. Decatur #117
Maria Ortiz	Maria Ortiz	1799 N Decatur #125
Lordee Humphreys	Lordee Humpherys	1799 No Decatur #148

Submitted at Planning Commission

DMWEST #6794314 v1

Date 3/12/09 Item 15-18

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	JARED YOUNG	1799 N Decatur #142
	FRANK JONES	1799 N DECATUR #235
	Melissa Cardenas	1799 N. Decatur #235
	Robert EARL	1799 N. Decatur #235
	Marquinn Thomas	8121 JADE HARBOR CT.
	TONY CORTINA	1799 N DECATUR #209
	Ryan Ferguson	1799 N. DECATUR #129
	Wade West	1799 N Decatur #138
	Richard Gillman	1799 N. Decatur #215

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	DAVID PLUMMER	1812 DECATUR #102
	Jose Guevara	1810 Decatur #102
	Arcadia Santiago	1810 " "
	DOROTHY BUTLER	1810 " " #103
	Rory Miller	1812 " " #203
	Curtis Byrd	1850 " " 102
	1802 N Rancho #104	
	Estefana Gutierrez	1802 N. Decatur #102
	Derrick Trotter	1860 N. Decatur #101
	Reagyna Trotter	1860 N. Decatur #101
	CHRISTIVE LE	1860 N DECATUR #104
	Richard Anderson	1802 N. Decatur Apt 203
	Floong Pollard	1802 N. Decatur Blvd Apt 202
	Ronnie Stewart	1804 N Decatur #103

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
Dwight Beasley	DWIGHT BEASLEY	1858 N. DECATUR #201
Ona Coleman	ONA COLEMAN	1858 N. Decatur #101
Lori Carter	LORI CARTER	1858 N. Decatur #101
[illegible]	John gomez	1858 N. Decatur #104
[illegible]	SIG KUUSK	1806 N. DECATUR #101
[illegible]	Shenika Warner	1806 N. Decatur Blvd #201
Beverly Kelley	Beverly Kelley	1806 N Decatur #104
[illegible]	GREGORY QUITUGUA	1852 N. Decatur # 101
Maryl Hendricks	Marylee Hendricks	1856 N Decatur #101
Francis Romanoski	FRANCIS ROMANOSKI	1856 N DECATOR
Angel Vanscyoc	ANGEL VANSCYOC	1854 N DECATOR
Nyeesha Cook	NYEESHA COOK	1848 N Decatur #102
E J Marlowe	EDITH MARLOWE	1824 N — #104
Emily Gumas	Emily Gumas	1824 N. Decatur #101
Jazmin Lozoyo	Jazmin Lozoyo	1824 N. Decatur #203

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

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Signature	Printed Name	Address
Kim AND Paul S Miller	Kim AND Paul Miller	1834 North Decatur #102 " " " #101

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
	Darrell Henson	1813 N Decatur Blvd 89108 APT 208 LOS VEGAS NV
	Antonio Cordero	1675 Fairhaven st.
	SUBJECT TO 2-STORY DWELLINGS ONLY. EUALIO G. NORIEGA	1751 N. FAIRHAVEN ST.
	Eduardo Gonzalez	1961 Fairhaven st
	SUBJECT TO MAYBE 2 STORY NOT THREE Larry L Rothje	1927 FAIRHAVEN CIR
	CHARLES APLIN	192, Fairhaven Cr.
	STAN BEIKOWSKY	1923 FAIRHAVEN
Donna West	Donna West	1895 Fairhaven St. 89108
David R West	David West	1895 Fairhaven St. 8910
Coleen Campbell	Coleen Campbell	1865 Fairhaven St. 89108
	DAVID GRANT	1885 FAIRHAVEN ST
Michele Tombary	MICHELE TOMBARY	1885 FAIRHAVEN ST

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Jeremy Shipton	Jeremy Shipton	1813 N. Decatur #104A
Renate Ogle	Renate Ogle	" "

Petition/Statement of Non-Opposition

Senior Apartment/Mixed Use Project on Decatur Blvd,

approximately 1000 feet South of Lake Mead

VAR-32640, VAR-33015; SUP-32639; SDR-32638

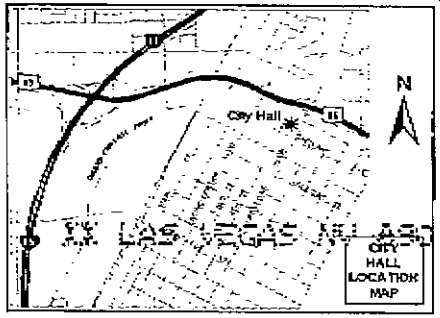
By signing below as a resident of the neighborhood near the proposed mixed-use, Senior Apartment project, I indicate that I do not oppose the development, and that I understand that it will have a retail development on the ground level facing Decatur, with apartments limited to Senior Citizens on the remainder of property.

Signature	Printed Name	Address
Donica G. Beckett	Donica' G. Beckett	1813 N. Decatur Blvd Las Vegas, NV 89108
		1813 N. Decatur
	Gabriela Martinez	1813 N Decatur
	KHANH TO	1813 N. DECATUR #110
	Melanie Peek	1813 N. Decature #111
	Nick Mais	1813 N. Decatur #111
	Beverly J Pattison	1813 N. DECATUR Blvd 108
	Linda Sandoval	1813N. DecatueBlVD 108
	Lamont Johnson	1813N DecaturBlvd 115
	DEBBIE Allen	1813N N. Decatur #216
	Evaristo Melo	1813 N. Decatur #213
	Julie Butler	1813 N Decatur Blvd #113
	Joe wiley JR	1813 N. Decatur #211
	Rose Lopez	1813 N. Decatur #210
	James Rowton	1813 N. Decatur #206

02/18/2009 15:14 FAX 702 870 1188 COUNTRYSIDE HOME LOANS 001

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



LV LAS VEGAS NV 890 02-14-09

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-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

PRESORTED FIRST CLASS

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FEB 13 2009
MAILED FROM ZIPCODE 89101

Case: SUP-32639

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POWELL THOMAS L & C J REV LIV TR
1921 FAIRHAVEN CIR
LAS VEGAS NV 89108-2302

89108$2302 C013

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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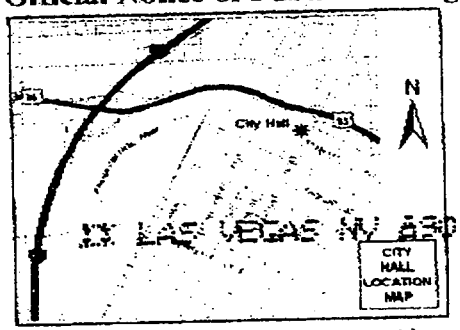

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SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824701005
WEEDEN JOSEPH EDWARD III
1955 LEONARD LN
LAS VEGAS NV 89108-2336

89108$2336 C075

RECEIVED
FEB 23 2009
CITY CLERK

Submitted after final agenda

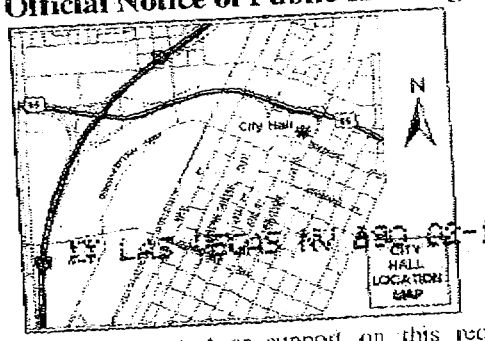
Date 2/25/09 Item 36 & 37

02/22/2009 00:11 9099496168 VEA & ASSOCIATES PAGE 02/03

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 OPPOSE this Request

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SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

Case: SUP-32639

13919311171
ALANIZ VICTOR E & VINCENT
1736 ISABEL WY
UPLAND CA 91784-9275

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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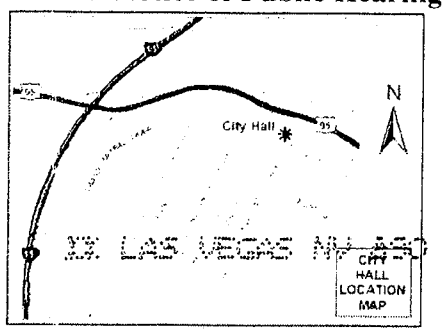
Official Notice of Public Hearing



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FEB 23 2009

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SUP-32639 & SDR-32638
Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824703005
WOOD MICHAEL
12820 WILLOW CENTRE DR #D
HOUSTON TX 77066-1031

77066$1031 P095

2nd A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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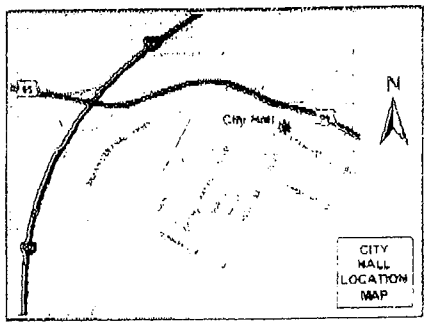

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SUP-32639 & SDR-32638

Planning Commission Meeting of 2/26/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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MAILED FROM ZIPCODE 89101

RECEIVED

FEB 20 2009

Case: SUP-32639

13919311188
SWABY ELSA M TRUST
8440 DESERT QUAIL DR
LAS VEGAS NV 89128-8223

36 A

89128-8223 CODE

02/19/2009 20:27 7022334251 ELSA SWABY 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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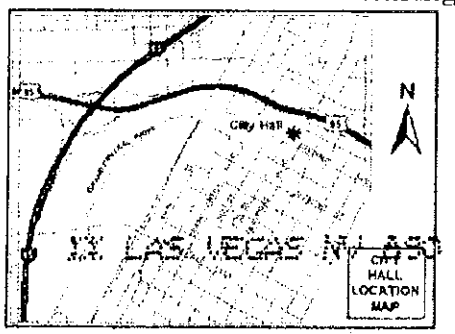
Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 890 02-14-09

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32639 & SDR-32638
Planning Commission Meeting of 2/26/2009

Case: SUP-32639
13824701014
FALKENSAMMER LEOPOLD & K REV TR
2224 GLENBROOK WY
LAS VEGAS NV 89117-5852

89117358852 C020

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

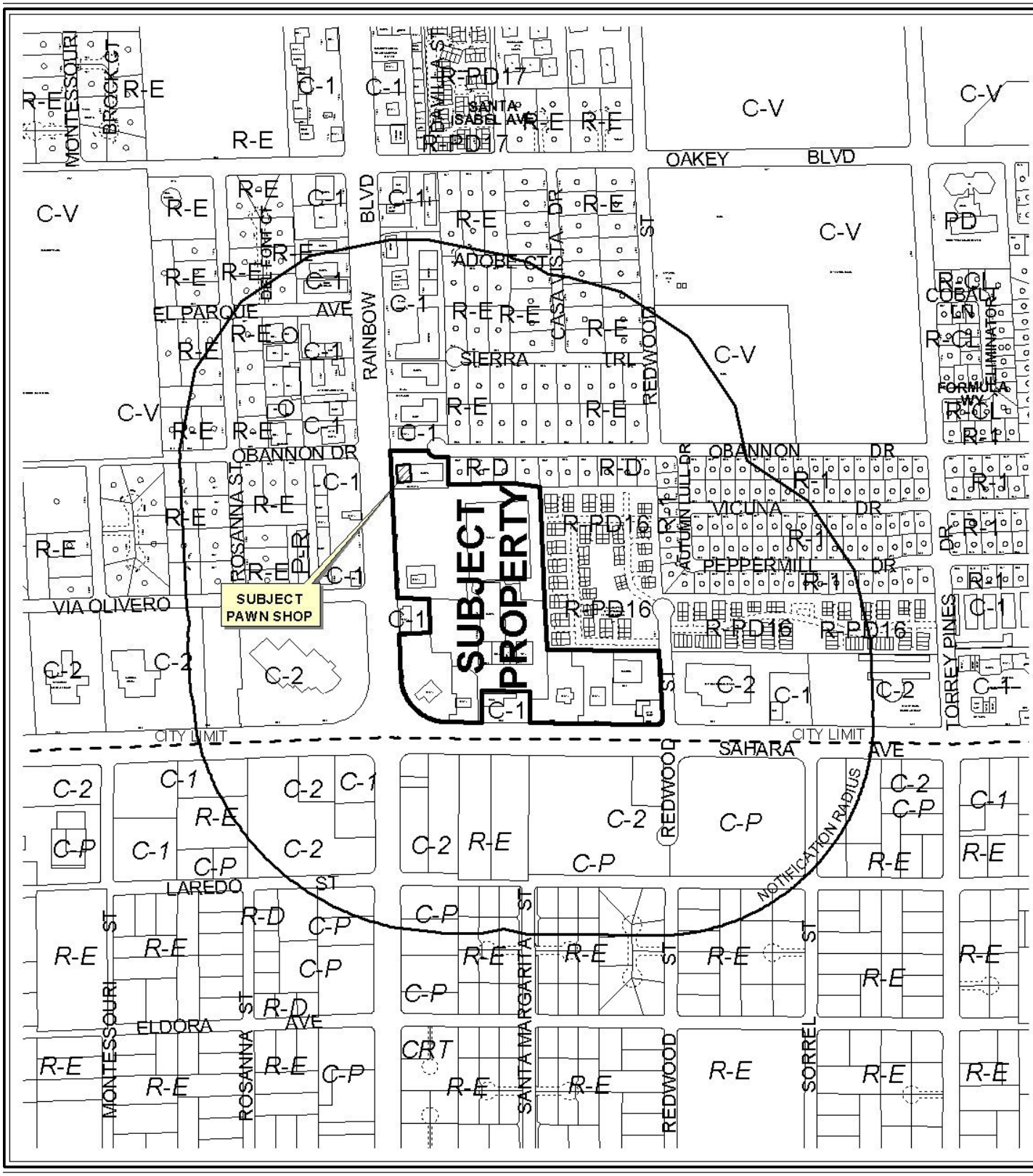
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34014 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: EZ PAWN NEVADA, INC. - Request for a Major Amendment to an approved Special Use Permit (SUP-8255) FOR A 1,656 SQUARE-FOOT EXPANSION OF AN EXISTING PAWN SHOP WITH A WAIVER TO ALLOW A ZERO-FOOT SEPARATION FROM A PARCEL ZONED FOR RESIDENTIAL USE WHERE 200 FEET IS REQUIRED at 2200 South Rainbow Boulevard (APN 163-02-415-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**14**	**City Council Meeting**	**2**

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 May 14, 2009 Planning Commission Meeting Item 32



0 500 1000 Feet

CASE: **SUP-34014**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



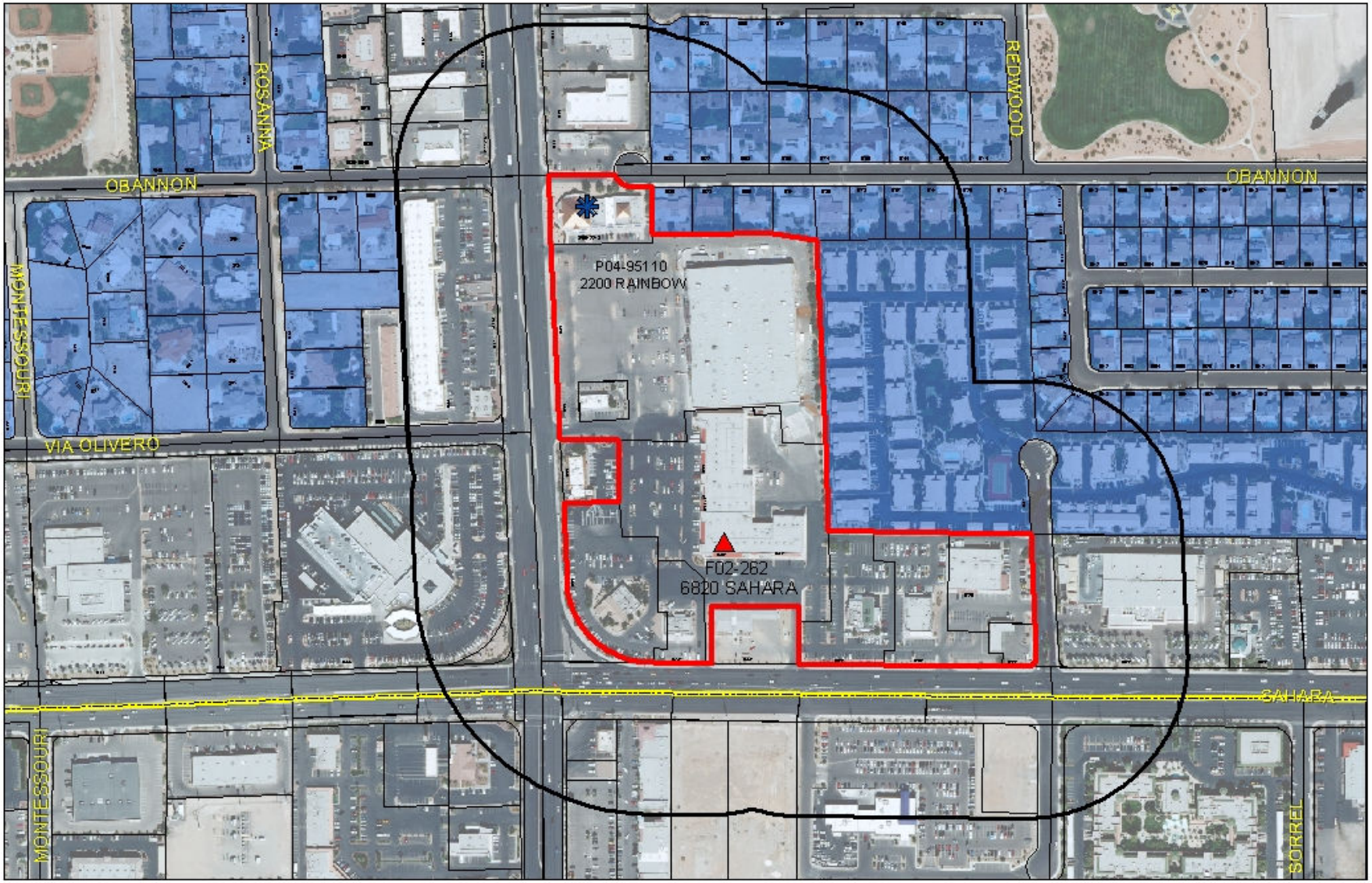
0 500 1000 Feet

CASE: **SUP-34014**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-34014

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 230 460 920 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34014 - APPLICANT/OWNER:EZPAWN NEVADA INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Pawn Shop use, including parking requirements.

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. 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 Major Amendment to an approved Special Use Permit (SUP-8255) for a 1,656 square-foot expansion of an existing Pawn Shop with a Waiver to allow a zero-foot distance separation from residentially zoned property where 200 feet is the minimum required at 2200 South Rainbow Boulevard. The proposed expansion of the use can be conducted in a compatible and harmonious manner with the surrounding development and land uses, as the use has been conducted at this location for more than three years without incident; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
07/06/88	The City Council approved a Rezoning (Z-0045-88) to C-1 (Limited Commercial) on the subject site as part of a larger request. The Planning Commission recommended approval on 06/28/88.
03/21/90	The City Council approved a request for a Site Development Plan Review (V-0057-89) to allow a proposed home improvement retail store on the subject site. The Board of Zoning Adjustment recommended approval of the request.
07/16/03	The City Council approved a Special Use Permit (SUP-2255) for a Secondhand Sales (Clothing, Accessories, and Jewelry) on 1.07 acres at 2206 South Rainbow. The Planning Commission recommended approval of the request.
08/20/03	The City Council approved a Special Use Permit (SUP-2530) for a Secondhand Dealer in conjunction with a retail Gun Store at 2216 South Rainbow Boulevard. The Planning Commission recommended approval of the request.
12/21/05	The City Council approved a Special Use Permit (SUP-8255) for a proposed Pawn Shop at 2200 South Rainbow Boulevard. The Planning Commission recommended approval of the request.
05/14/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #32/jb).
Related Building Permits/Business Licenses	
12/01/89	A building permit (#89048424) was issued for a New Shell Building "A" at 2200 South Rainbow Boulevard. The permit was finalized on 07/31/90.
08/03/90	A building permit (#90077459) was issued for an Interior Remodel at 2200 South Rainbow Boulevard. The permit was marked inactive on 11/18/92.
06/06/06	A building permit (#6003930) was issued for a Tenant Improvement at 2200 South Rainbow Boulevard. The permit was finalized on 10/17/06.
08/22/06	A building permit (#6005428) was issued for a Sign at 2200 South Rainbow Boulevard. The permit was expired on 02/24/07.

08/30/06	A business license (P04-00011) was issued for a Pawnbroker service at 2200 South Rainbow Boulevard. The license was expired on 12/17/08.
02/27/09	A temporary business license (P04-95110) was issued for a Pawnbroker service at 2200 South Rainbow Boulevard. The license is still active.
Pre-Application Meeting	
03/16/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit were discussed topics include: • Minimum Special Use Permit Code Requirements • Application Materials and Documents • Meeting Dates and Deadlines
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
04/09/09	During a routine site inspection Staff observed: • All of the nine required trees per the approved landscape plans adjacent to the Rainbow Boulevard frontage have been removed. • Required trees per the approved landscape plans from the rear of the property (near the northeast corner) have been removed. • Required trees per the approved landscape plans within the parking lot finger islands have been removed. All landscaping deficiencies were forwarded to Code Enforcement for compliance to the approved landscaping plan.

Details of Application Request	
Site Area	
Gross Acres	1.07

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residence	R (Rural Density Residential)	R-D (Single Family Residential-Restricted)
West	General Retail	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 19.10, 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	
Shopping Center	221,051 SF	1 Space / 250 SF of GFA	867	18	1,131	41	Y
TOTAL			885		1172		

Waivers		
Requirement	**Request**	**Staff Recommendation**
No pawn shop use shall be located closer than 200 feet from any parcel used or zoned for residential use.	Zero-foot distance separation from a parcel used and zoned for a residential use.	Approval

ANALYSIS

This is a request for a Major Amendment to an approved Special Use Permit (SUP-8255) for a 1,656 square-foot expansion of an existing Pawn Shop with a Waiver to allow a zero-foot distance separation from residentially zoned property where 200 feet is the minimum required at 2200 South Rainbow Boulevard. The applicant has indicated that the proposed 1,656 square-foot expansion will provide additional storage space for the existing Pawn Shop and will not affect the existing sales floor area. The subject site is located within a larger commercial subdivision that enjoys the benefits of shared parking. The parking requirements for the proposed Pawn Shop are the same as for a retail use; therefore the current amount of parking for the site is adequate. The addition of the proposed 1,656 square-foot expansion of an existing Pawn Shop within the shopping center is compatible with the existing and future land uses. Therefore, staff recommends approval.

- **USE**

Title 19.04 defines a Pawn Shop as: "A facility (other than a bank, savings and loan or mortgage banking company) used for the business of lending money on the security of pledged goods or

for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time."

- **MINIMUM SPECIAL USE REQUIREMENTS**

Title 19.04.050 lists the following Minimum Special Use Permit Requirements for a Pawn Shop:

*1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

*2. No outdoor display, sales or storage of any merchandise shall be permitted.

*3. No pawn shop shall be located on either side of Fremont Street or on Las Vegas Boulevard South between Charleston Boulevard and Sahara Avenue.

4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1,000 feet from any other pawn shop use or specified financial institution use. For purposes of this Regulation 4, 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 property lines of fee interest parcels and not leasehold parcels.

The proposed expansion of the Pawn Shop use fails to meet Condition number 4 as the subject site shares a parcel line with property to the east that is zoned R-D (Single Family Residential-Restricted). The applicant has requested a Waiver for this requirement. The Pawn Shop use is an existing use on the subject site, and expansion of this use will not negatively affect the adjacent residential properties. Since the proposed use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; staff recommends approval of this request.

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 applicant has requested a Waiver of the Title 19.04 minimum distance separation requirement between the use and residentially zoned property. Since the proposed land use is currently in operation and this request will result in expansion of storage area only, staff finds the use can continue to operate in a harmonious and compatible fashion with the existing surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Pawn Shop use will be in conjunction within an existing shopping center, which is physically suitable for the type and intensity of the land use proposed.

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."**

   Access to the site is via driveways from Sahara Avenue and Rainbow Boulevard, both of which are 100-foot wide Primary Arterials, according to the Master Plan of Streets and Highways which is adequate to facilitate all traffic generated by 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."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Pawn Shop expansion use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use fails to meet minimum Special Use Permit number 4 of Title 19.04., which requires a 200-foot distance separation between the proposed use and residentially zoned property where zero feet is provided. Since the proposed land use is currently in operation and this request will result in expansion of storage area only, staff finds the use can continue to operate in a harmonious and compatible fashion with the existing surrounding land uses.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 5

SENATE DISTRICT 8

NOTICES MAILED 215 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34014 APN: 163-02-415-001

Name of Property Owner: Rainbow Sahara Center No. 2, Inc.

Name of Applicant: EZPAWN Nevada, Inc.

Name of Representative: Maren Parry

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: Michael J. Natter

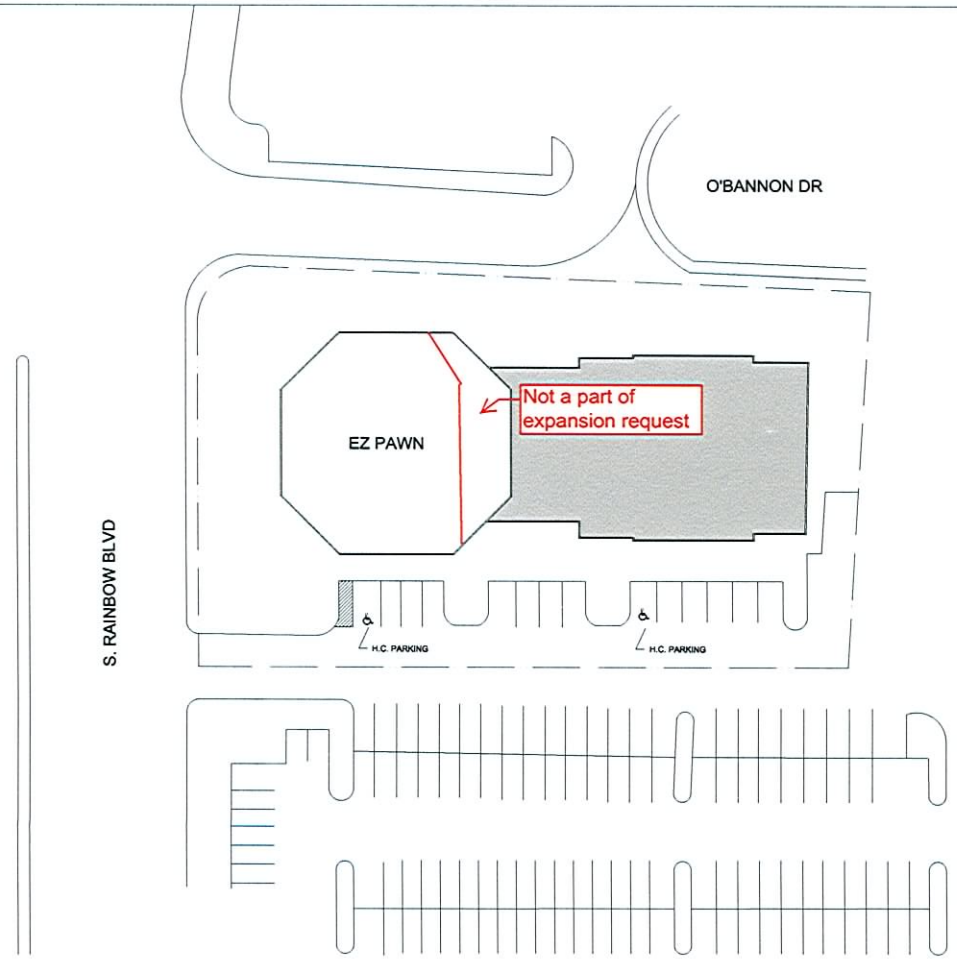
Subscribed and sworn before me

This 3rd day of March, 2009

Linda B. Castle, Notary Public

Notary Public in and for said County and State

LINDA B. CASTLE
Commission # 1832257
Notary Public - California
Los Angeles County
My Comm. Expires Jan 20, 2013



1 SITE PLAN
SCALE: N.T.S.

RECEIVED
APR 22 2009

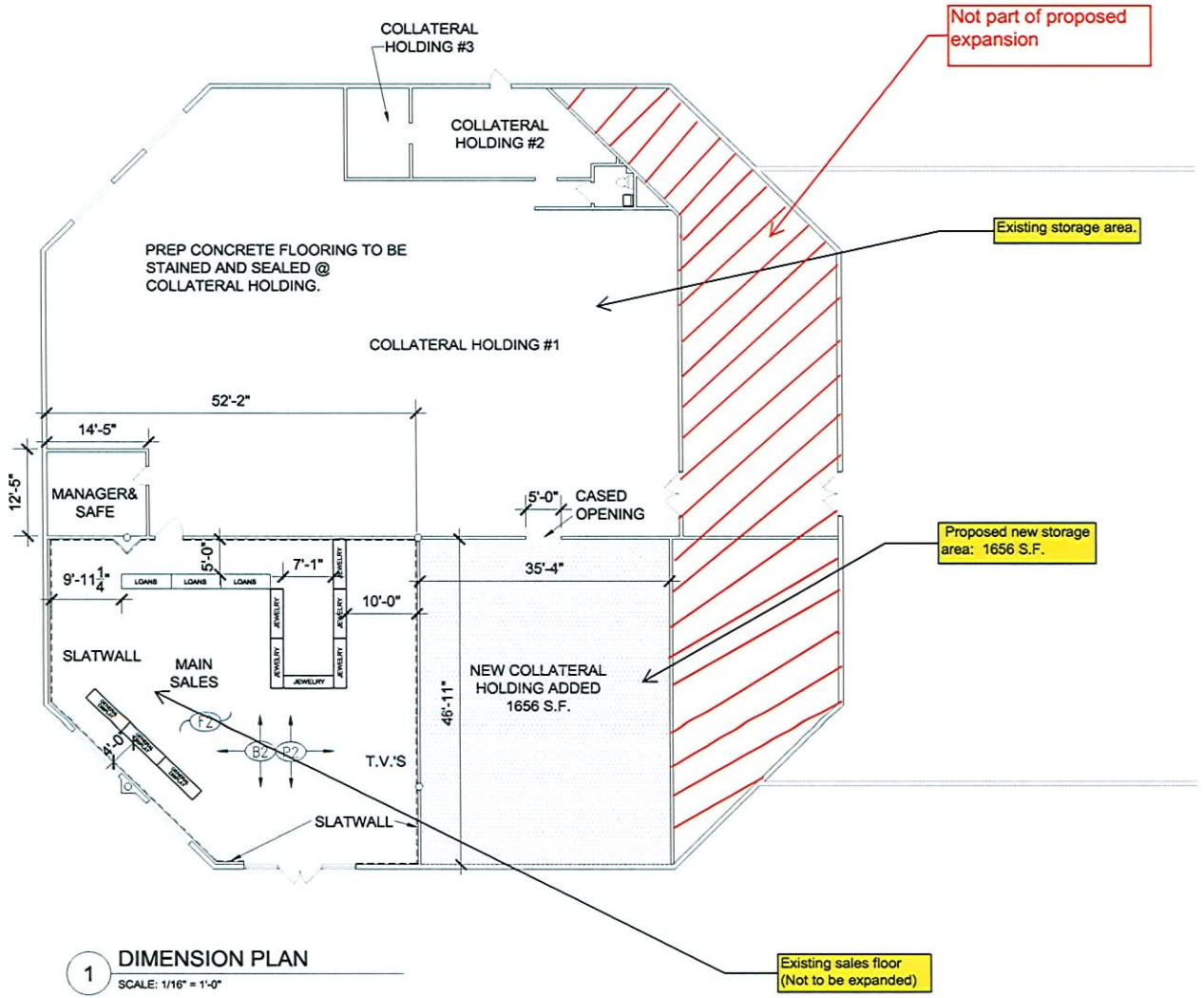
SUP-34014
REVISED
05/14/09 PC

William E. Franz Architect

EZ PAWN
2200 S. RAINBOW
LAS VEGAS, NEVADA

File Name: 08345-A0.1
Project No. 08345
Date: 03/02/2009
Drawn By: RM
Checked By: RLI

SHEET
A0.1



1 DIMENSION PLAN
SCALE: 1/16" = 1'-0"

RECEIVED
APR 22 2009

SUP-34014
REVISED
05/14/09 PC

REGISTERED ARCHITECT
WILLIAM E FRANZ JR
14314
STATE OF TEXAS
Exp. 8/31/07

F-J-L-C
Franz Jeanes Lazo Cora & Associates, Inc.
Architectural Planning Interior Architecture
4055 International Plaza Suite 510
Fort Worth, Texas 76109
(817) 737-9922

EZ PAWN
2200 S. RAINBOW
LAS VEGAS, NV

Revisions

File Name: 08245-A1
Project No: 08245
Date: 03-03-09
Drawn By: RLI
Checked By: RLI

SHEET
A1



SUP-34014 - APPLICANT/OWNER: EZ PAWN NEVADA, INC.
2200 SOUTH RAINBOW BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09



SUP-34014 - APPLICANT/OWNER: EZ PAWN NEVADA, INC.
2200 SOUTH RAINBOW BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09



SUP-34014 - APPLICANT/OWNER: EZ PAWN NEVADA, INC.
2200 SOUTH RAINBOW BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106-4614
702-471-7000
FAX: 702-471-7070
WWW.BALLARDSPAHR.COM

ATLANTA, GA
BALTIMORE, MD
BETHESDA, MD
DENVER, CO
LAS VEGAS, NV
LOS ANGELES, CA
PHILADELPHIA, PA
PHOENIX, AZ
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

MAREN PARRY
PERSONAL FAX: (866) 381-5357
E-MAIL: PARRYM@BALLARDSPAHR.COM

March 31, 2009

By Hand Delivery

Margo Wheeler
Director
City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: **Justification Letter**
Major Modification of Existing SUP-8255
2206 South Rainbow
APN 163-02-415-001

Dear Director Wheeler:

On December 21, 2005, the City Council unanimously approved the re-location of the Pawn Place store originally located at 5620 West Charleston to a new site at 2200 South Rainbow (SUP-8255). Since that time the store has been re-branded as EZPAWN, but the primary use remains a pawn shop, and the location continues to comply with the conditions of approval associated with the action.

When the neighboring consignment business and second hand dealer closed approximately 9 months ago, EZPAWN began exploring the possibility of leasing the empty space to relieve its congested storage area and allow for the easy organization of collateral which is required to be stored in accordance with state and local law. The additional 1,656 square-foot expansion proposed by this application would be for storage only and create no additional impact on the surrounding area. The new storage area would replace space previously approved for the operation of a second hand dealer (most recently ladies clothing, and at an earlier date, hubcaps) as well as a tattoo and body piercing studio. It is anticipated that, if approved, the store will be remodeled, but no additional sales or display area will be created.

SUP-34014
05/14/09 PC

In order to facilitate this request, EZPAWN respectfully requests approval of an expanded Special Use Permit for a Pawn Shop to include the neighboring suite, as well as a waiver from the 200 foot separation requirement from a residential use. To our knowledge, the store has received no complaints from its residential neighbors, and remains committed to compliance with the conditions which were established in the original application to mitigate potential concerns of the neighboring residents.

We appreciate your assistance in processing this application. If you have any questions, please don't hesitate to contact me.

Sincerely,

Maren Parry

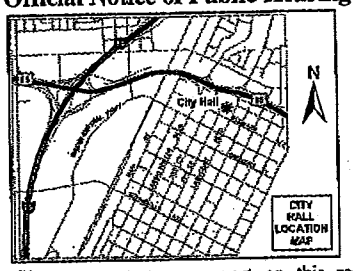
MP/mp
Enclosures

cc: Laura Steege
Craig McCall

SUP-34014
05/14/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 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-34014
City Council Meeting of 6/17/2009

PRESORTED FIRST CLASS

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02 1M $ 00.41[4]
0004279218 JUN 05 2009
MAILED FROM ZIPCODE 89101

2009 JUN -8 P 2:

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BURROWS CARL E & MARIAN S FAM
BURROWS CARL E & MARIAN S TRS
6517 VICUNA DR
LAS VEGAS NV 89146-2925

APN#16302413012

after final agenda

Date 6/4/09 Item 163

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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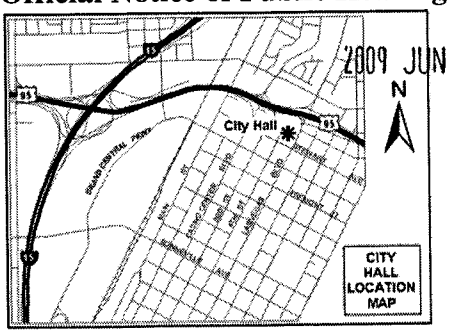
2009 JUN -9 A 10:43



IF THEY WANT MORE SPACE THEY CAN RELOCATE TO ANOTHER FACILITY !!! IT WOULD BE AN IMPROVEMENT TO OUR NEIGHBORHOOD ZONING EXCEPTIONS CANNOT BE MADE !

Ronald E. Werth 6/6/09

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☐ I SUPPORT this Request

☒ ~~OPPOSE~~ this Request ADAMANTLY OPPOSE !!!

Please use available blank space on card for your comments.

SUP-34014
City Council Meeting of 6/17/2009

WERTH RONALD E & ANITA F
6715 SIERRA TRL
LAS VEGAS NV 89146-2907

APN#16302310033

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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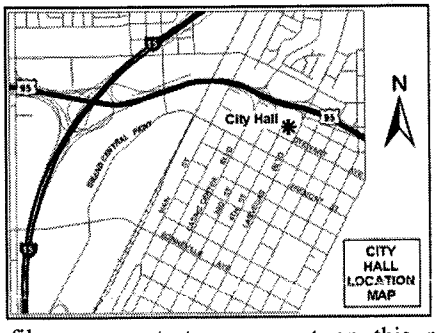
2009 JUN -9 A 10:44



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
City Council Meeting of 6/17/2009

GALLAGHER FAMILY TRUST
GALLAGHER PATRICK J & KARI A TRS
6790 OBANNON DR
LAS VEGAS NV 89146-2927

I oppose this!

APN#16302311007

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 $ 00.41⁴
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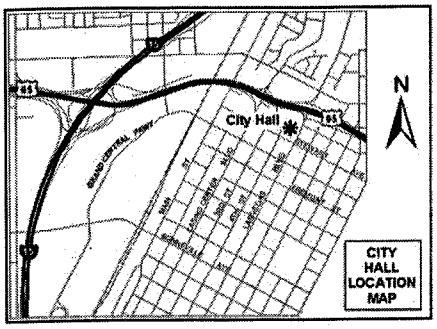
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
City Council Meeting of 6/17/2009

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2009 JUN -9 A 10:43
CITY CLERK

GRANT JAMES R
ARELLANO-GRANT MARIA
6609 OBANNON DR
LAS VEGAS NV 89146-2945

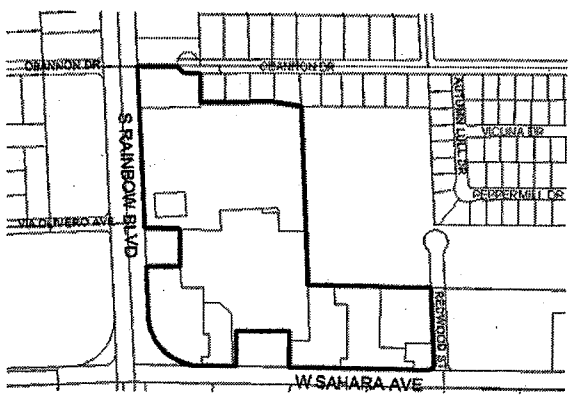
APN#16302412027

Application Information

SUP-34014 - APPLICANT/OWNER: EZ PAWN NEVADA, INC. - Request for a Major Amendment to an approved Special Use Permit (SUP-8255) FOR A 1,656 SQUARE-FOOT EXPANSION OF AN EXISTING PAWN SHOP WITH A WAIVER TO ALLOW A 200-FOOT SEPARATION FROM A PARCEL ZONED FOR RESIDENTIAL USE WHERE 200 FEET IS REQUIRED at 2200 South Rainbow Boulevard (APN 163-02-415-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

There are two pawn shops between Sahara & Charleston on Rainbow. This is a residential area quickly becoming victim of crime. We don't need to increase the attraction of this element from Neighborhood

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***June 17, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101.Council meeting, if applicable, will be announced at the City Council meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to .

Protest

I, Christopher Grant
6408 Peppermill Drive
oppose EZ Town request for
SUP Expansion

Christopher Grant

6-MAR 6007

SUP- 34014

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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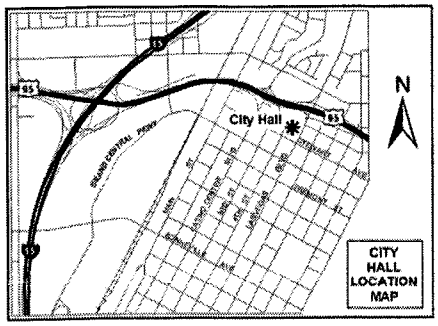

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
City Council Meeting of 6/17/2009

GABLE DEBBIE LIVING TRUST
LANZA BETHANY LIVING TRUST
6840 ADOBE CT
LAS VEGAS NV 89146-2920

APN#16302310010

89146292 825

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 JUN 05 2009
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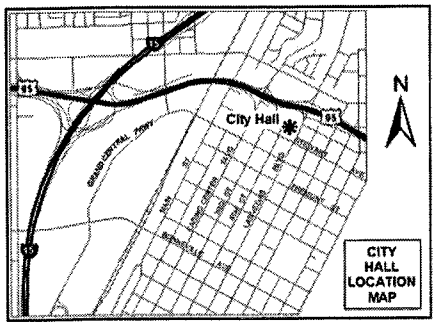

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
City Council Meeting of 6/17/2009

ABNEY JANET T LIVING TRUST
ABNEY JANET T TRS
6823 ADOBE CT
LAS VEGAS NV 89146-2920

APN#16302310012

89146292 825

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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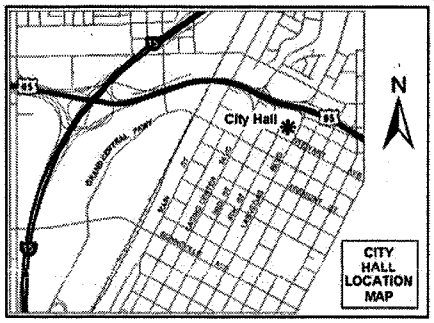
MAILED FROM ZIP CODE 89101

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.

SUP-34014

City Council Meeting of 6/17/2009

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2009 JUN 15 A 11:
CITY CLERK

SCHWINDENHAMMER MICHAEL &
1971 DEL FONT CT
LAS VEGAS NV 89117-2154

APN#16303712001

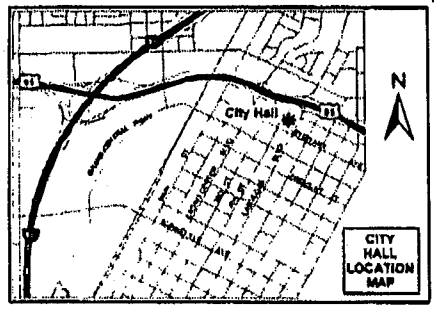
I thought Ms Tarkanian stated at her town meeting she had been successful in contending pawnshops in her ward.

after final agenda

Date 6/15/09 Item 163
W-1

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-34014
City Council Meeting of 6/17/2009

2009 JUN -8 P 12:30
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G H B HOLDING-SAHARA RAINBOW
P O BOX 5
TIBURON CA 94920-0005

APN#16302415015

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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MAY 12 2009

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0004239954 MAY 01 2009
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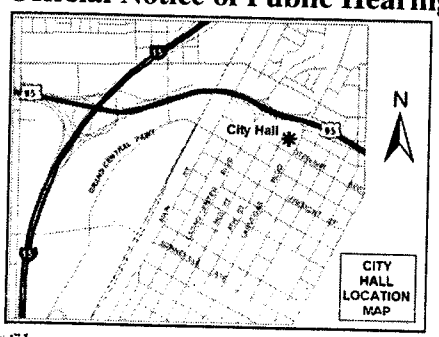

There are many larger spaces available in Las Vegas. Why infringe on the homes by mortgage paying residents when correctly zoned spaces can be found easily?

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-34014

Planning Commission Meeting of 5/14/2009

Case: SUP-34014

16302310009
JOHNSON FAMILY TRUST
6824 ADOBE CT
LAS VEGAS NV 89146-2920

89146$2328 $2.07

Submitted after final agenda

Date 5/12/09 Item 32P

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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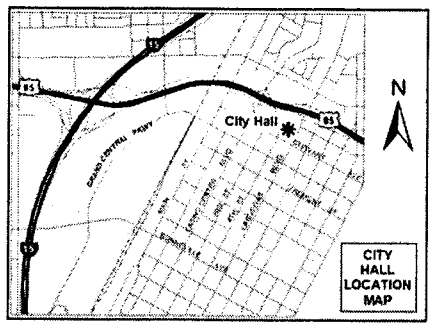
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request — ADAMENTLY OPPOSE!!!!

Please use available blank space on card for your comments.

SUP-34014
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

Case: SUP-34014
16302310033
WERTH RONALD E & ANITA F
6715 SIERRA TRL
LAS VEGAS NV 89146-2907

Ronald E. Werth
Anita F. Werth 5/04/2009

Submitted after final agenda

Date 5/12/09 Item 32P

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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PITNEY BOWES
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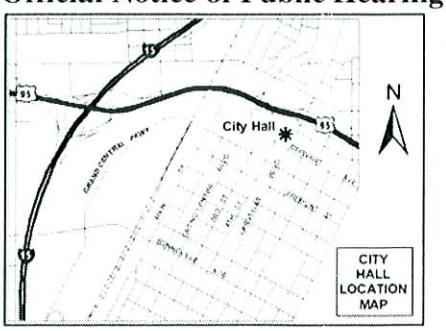
Official Notice of Public Hearing



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MAY 07 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
Planning Commission Meeting of 5/14/2009

Case: SUP-34014
16302412024
SUITER FAMILY TRUST
6608 VICUNA DR
LAS VEGAS NV 89146-2908

32P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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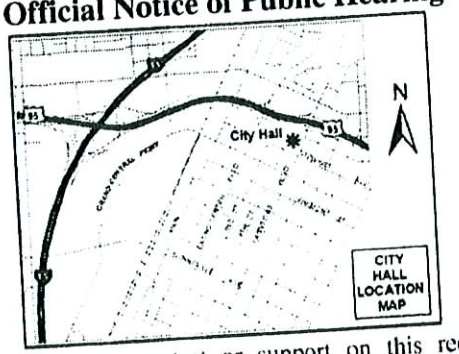

No, No, No... please NO!
We live on OBannon & there should be a separation between residential & commercial!
Kari C. Gallagher

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34014
Planning Commission Meeting of 5/14/2009

Case: SUP-34014

16302311007
GALLAGHER FAMILY TRUST
6790 OBANNON DR
LAS VEGAS NV 89146-2927

32P

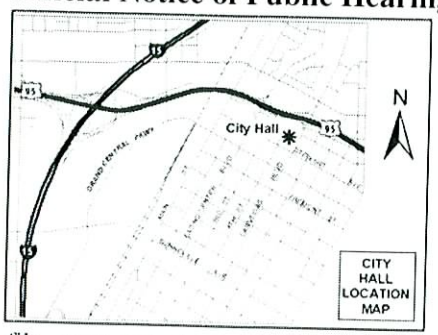
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
MAY 06 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAY 01 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 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-34014
Planning Commission Meeting of 5/14/2009

Gentlemen –
We are a nicely developed community – ½ Acres homes on the other side.
Please don't let zero-lot lines come into this area.
There are plenty of vacant stores in this area –
Please consider our privacy around this area – we are being encroached by business.
Thank You
Janet T. Abney

Case: SUP-34014
16302310012
ABNEY JANET T LIVING TRUST
6823 ADOBE CT
LAS VEGAS NV 89146-2920

32P

City of Las Vegas Agenda Item No.: **104.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 15, 2009

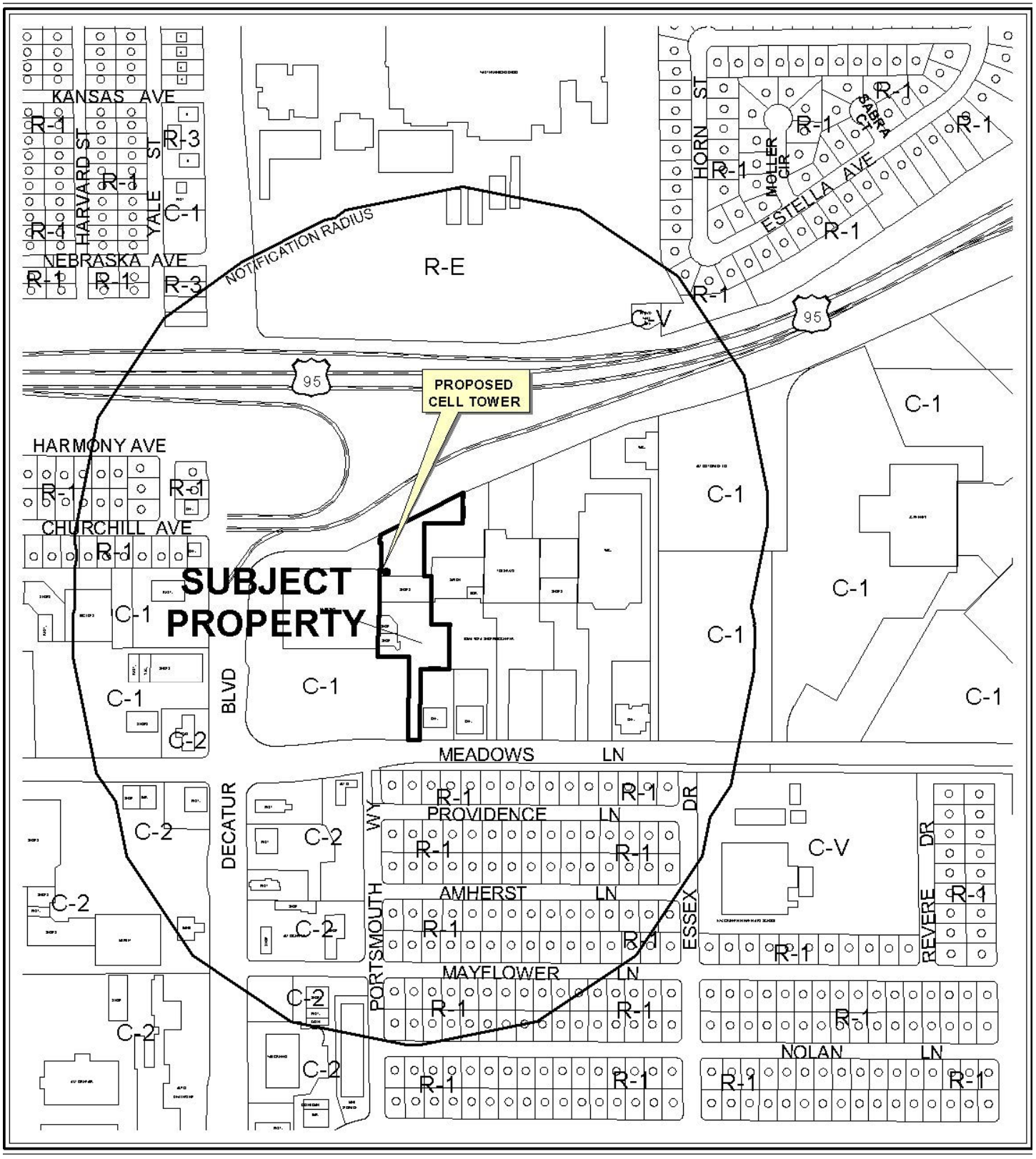
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34016 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 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 WFI
7. Protest Postcards
8. Backup referenced from the May 14, 2009 Planning Commission Meeting Item 13



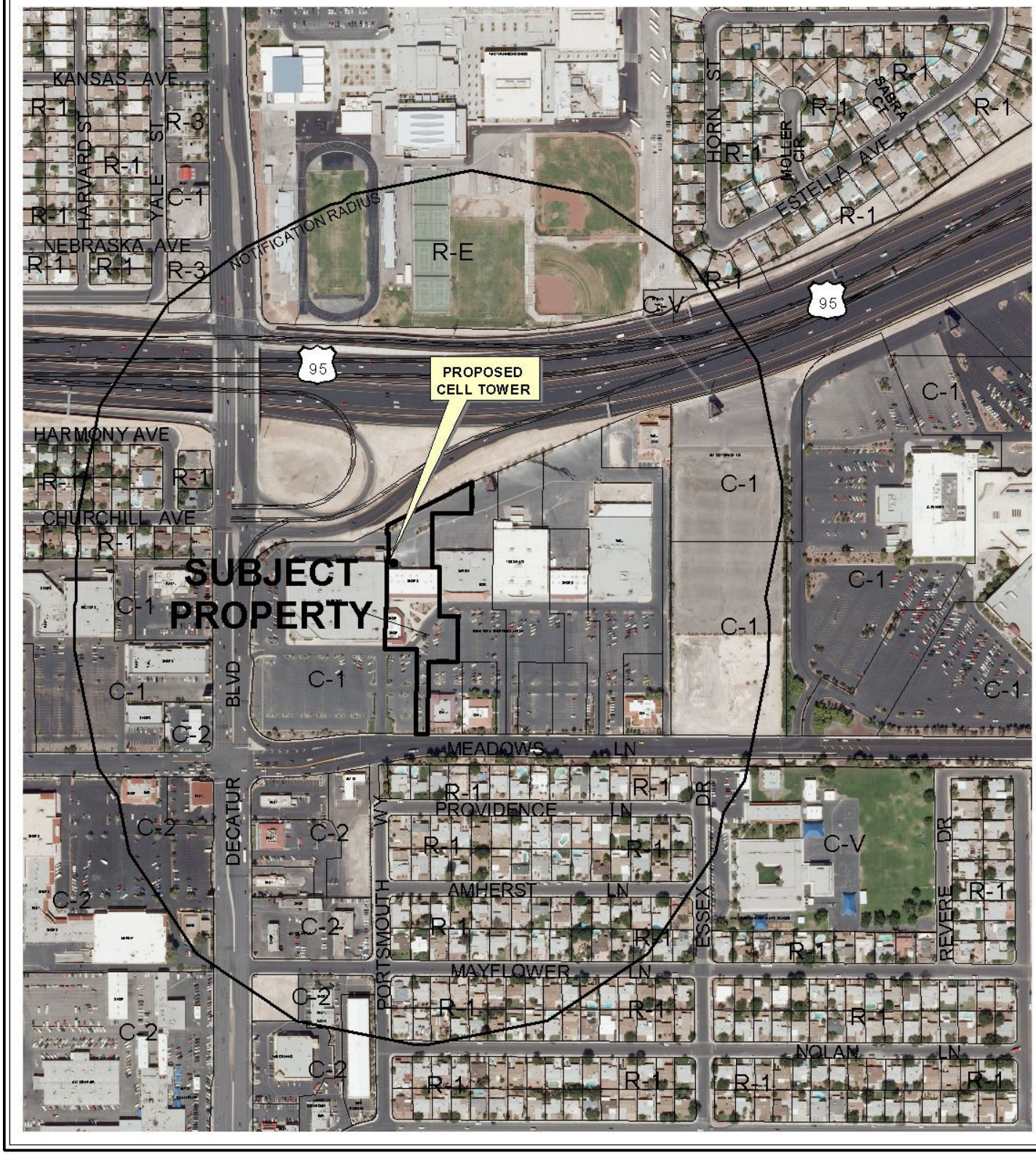
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



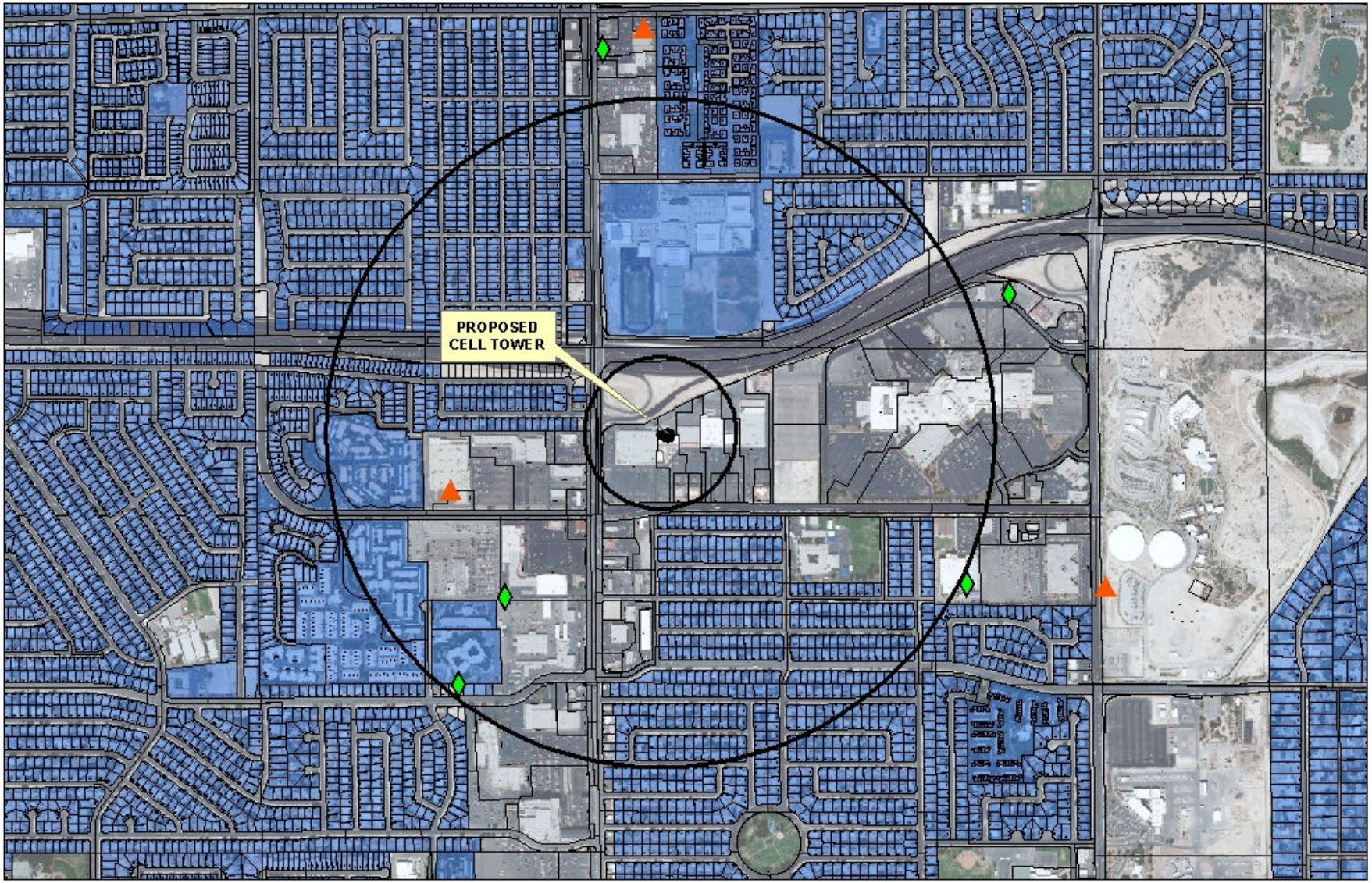
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-34016

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

N

0 700 1,400 2,800 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 17, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Wireless Communication Facility, Stealth Design use.

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. The block wall enclosure shall consists of a decorative block wall with 20% contrasting material at least six feet in height and meeting all requirements of Title 19.12.075.

4. 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.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. The proposed wireless communications facility shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted bases 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 for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard. The proposed 80-foot cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The antennas will be flush-mounted on the pole and partially camouflaged by the artificial palm fronds. The equipment enclosure consists of an eight-foot tall block wall with a metal gate. The enclosure will house the proposed cellular facility and the associated electrical equipment. The submitted elevations also indicate a future co-location on the proposed cellular facility.

The proposed monopalm complies with all residential adjacency standards as the site is located approximately 585 feet from the closest R-1 (Single Family Residential) zoned property to the west. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/30/04	A deed was recorded for a change of ownership at 4600 Meadows Lane.
03/26/09	Staff denied a request for a Site Development Plan Review (SDR-33206) for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) at 4640 Meadows Lane.
05/14/09	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #13/bts).
Related Building Permits/Business Licenses	
1980	The County Assessor's Office indicates a construction date of 1980 for the building located at 4640 Meadows Lane.
Pre-Application Meeting	
03/11/09	The Planning and Development Department meeting was held where the submittal requirements for a Special Use Permit for a Wireless Communication Facility, Stealth Design was discussed. • Previously denied Site Development Plan Review (SDR-33206) • Design and location of the cellular facility and equipment • Residential adjacency concerns
Neighborhood Meeting	
A neighborhood meeting was not required for this application.	

Field Check	
04/09/09	A field check was completed on the indicated date. The site inspection reveled the proposed location of the facility, which is to be located at the rear of an existing commercial building. The overall site was clear of debris.

Details of Application Request	
Site Area	
Net Acres	2.28 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail	SC (Service Commercial)	C-1 (Limited Commercial)

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 – (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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 Development Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	99,317 SF	Y
Min. Lot Width	100 Feet	40 Feet	N
Min. Setbacks			
• Front (South)	20 Feet	559 Feet	Y
• Side (West)	10 Feet	37 Feet	Y
• Corner (East)	15 Feet	122 Feet	Y
• Rear (North)	20 Feet	214 Feet	Y
Max. Lot Coverage	50%	N/A	N/A
Max. Building Height	N/A	80 Feet	Y

Residential Adjacency Standards per Title 19.08.060

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	240 Feet	585 Feet	Y

ANALYSIS

- **Use (Wireless Communication Facility, Stealth Design (Monopalm)**

  Title 19.04 defines a Wireless Communication Facility, Stealth Design as a Wireless Communication Facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof-mounted antennas (with architectural screening when appropriate); building-mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilizes multiple low-powered transmitters/receivers or repeaters attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

- **Minimum Conditional Use Regulations**

  1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:

a. Approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council. Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.
b. Determines that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.

3. The design must conform to the definition of the term A Wireless Communication Facility, Stealth Design,@ as set forth in Section 19.20.020 and as determined by the Director.

4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

The applicant fails to comply with minimum conditional use regulations, number one. As the applicant fails to comply with minimum conditional use regulations, the subject Special Use Permit is required. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

- **Site Plan**

The applicant is proposing an 80-foot Wireless Communication Facility, Stealth Design (Monopalm) and an eight-foot block wall with a metal gate, which will house the associated electrical equipment. The facility is to be located behind an existing Shopping Center adjacent to the northeast corner of Meadows Lane and Decatur Boulevard.

Pursuant to Title 19.08.060 Residential Adjacency Setback Standards require a minimum separation of 240-feet from protected property for a proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm). The proposed communication facility will be approximately 585-feet from the R-1 (Single Family Residential) district to the west, and approximately 650 feet from the R-1 (Single Family Residential) district to the south. The proposed Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum Residential Adjacency Setback requirements.

- **Elevations**

The elevations indicate a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm). The submitted elevations indicate that the proposed cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The submitted elevations also indicate an area for a future co-location. The elevations also indicate an eight-foot block wall with a metal gate, which will house the associated electrical equipment. A condition of approval has been added, which requires that the proposed block wall comply with Title 19.12 Landscape and Buffer Standards for walls.

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 proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a manner that is harmonious and compatible with the existing surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed as the addition of a Wireless Communication Facility, Stealth Design (Monopalm) will not intensify the land 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 subject site is from Decatur Boulevard a 100-foot Primary Arterial and Meadows Lane a 70-foot Local Street, as defined by the Master Plan of Streets and Highways and Meadows Lane.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The approval of this request would not compromise 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 proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum requirements for a Wireless Communication Facility, Stealth Design

PLANNING COMMISSION ACTION

The Planning Commission determined that the 80' monopalm was not appropriate in this location.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 34

SENATE DISTRICT 3

NOTICES MAILED 147 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34016 APN: 139-31-110-001

Name of Property Owner: LXT4, LLC

Name of Applicant: Clear Wireless, LLC (Clearwire - Alex Blasscyk)

Name of Representative: Wireless Facilities, Inc. (Matthew Steadman)

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: Thu Xuan Le

Subscribed and sworn before me

This 25th day of March, 2009

_____

Notary Public in and for said County and State

NADINE DA ROZA
Commission # 1581470
Notary Public - California
San Benito County
My Comm. Expires Jun 20, 2009

Revised 11-14-08

I:\depot\Application Packet\Statement of Financial Interest.pdf

clearwire®
U.S., L.L.C.

NV-LSV618D
LXT 4 LLC

4640 MEADOWS LANE
LAS VEGAS, NEVADA 89107
APN# 139-31-110-001

CONSULTANT TEAM

ENGINEERING SERVICES:

CMX
2800 W SAHARA AVE SUITE F BUILDING 2
LAS VEGAS, NV 89102
CONTACT: TANNER YOUNG
E-MAIL: TYOUNG@CMXENGINEERING.COM
OFFICE: (702)220-5172 X109
MOBILE: (702)540-6213

ZONING MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

CONSTRUCTION MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: BOB BIRON
E-MAIL: robert.biron@wfinet.com
PHONE: (702) 588-2961 FAX:(702) 586-3685

SITE ACQUISITION:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

POWER:
NEVADA POWER COMPANY
(702) 633-8400

TELEPHONE:
EMBARQ
702-361-3332

APPLICABLE CODES

JURISDICTION: CITY OF LAS VEGAS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2005 EDITION
EIA/TIA-222-F STANDARDS FOR BROADCAST STRUCTURES LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

VICINITY MAP



COORDINATES: (NAD 83) LATITUDE: 36.171811 LONGITUDE: -115.204250

DRIVING DIRECTIONS

Start out going EAST on MARY CREST RD toward N GIBSON RD. 0.1 mi Map

TURN LEFT ONTO N GIBSON RD.
TURN RIGHT ONTO AUTO SHOW DR.
MERGE ONTO US-95 N VIA THE RAMP ON THE LEFT.
TAKE THE DECATUR BLVD EXIT, EXIT 79. 0.5
TAKE THE DECATUR BLVD RAMP. 0.2
TURN LEFT ONTO N DECATUR BLVD. 0.3
TURN LEFT ONTO MEADOWS LN. 0.2 MI
END AT 4640 MEADOWS LN LAS VEGAS, NV 89107-2909

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE REQUIRED FOR THE TYPES OF WORK DESCRIBED BELOW:

1. HIGH-STRENGTH BOLTS.

PROJECT SUMMARY

APPLICANT/LESSEE

CLEARWIRE US, LLC
4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033
PHONE: 425-216-7600
FAX: 425-216-7900

LOCAL ADDRESS:
1051 MARY CREST ROAD, SUITE K
HENDERSON, NEVADA 89074
CONTACT: ALEX BLASSCYK
PHONE: (702) 273-0609

PROPERTY INFORMATION

OWNER:	L X T 4 L L C 4640 MEADOWS LN LAS VEGAS, NV 89107
JURISDICTION	CITY OF LAS VEGAS
ASSESSORS PARCEL NUMBER:	139-31-110-001
CURRENT ZONING:	C-1
PROPOSED AREA OF CONSTRUCTION:	587.500 SQ. FT.
EXISTING OCCUPANCY:	N/A
PROJECT OCCUPANCY:	NONE
TYPE OF CONSTRUCTION:	U
PROJECT INFORMATION	
EQUIPMENT LOCATION:	OUTDOOR
ANTENNA LOCATION:	NEW MONOPALM

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN AN 11" X 17" FORMAT. IF PLOTTED SMALLER OR LARGER PLEASE USE THE BAR SCALE AS THE REFERENCE

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.

SHEET SCHEDULE

T-1	TITLE
A-1	PARCEL PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES THE FOLLOWING:

-NEW CLEARWIRE ANTENNAS MOUNTED ONTO AN NEW 80'-0" HIGH MONOPALM. ANTENNAS TO BE MOUNTED AT 75'-0" HIGH RAD CENTER WITH 1 FLAT PANEL ANTENNA , 1 DAP HEAD PER SECTOR (3 SECTORS TOTAL) WITH UP TO 3 MICROWAVE DISHES AT THE AT SAME RAD CENTER.

-INSTALLATION OF ONE COMMUNICATION CABINET.

-INSTALLATION OF ONE GPS ANTENNA

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

	SIGNATURE	DATE
LEASING		
ZONING		
RF		
CONSTRUCTION		
INTER CONNECT		
LESSOR		
BACKHAUL		

clearwire
U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 2, SUITE F
LAS VEGAS, NV 89102
TEL (702) 228-4901 FAX (702) 228-6336
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

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:

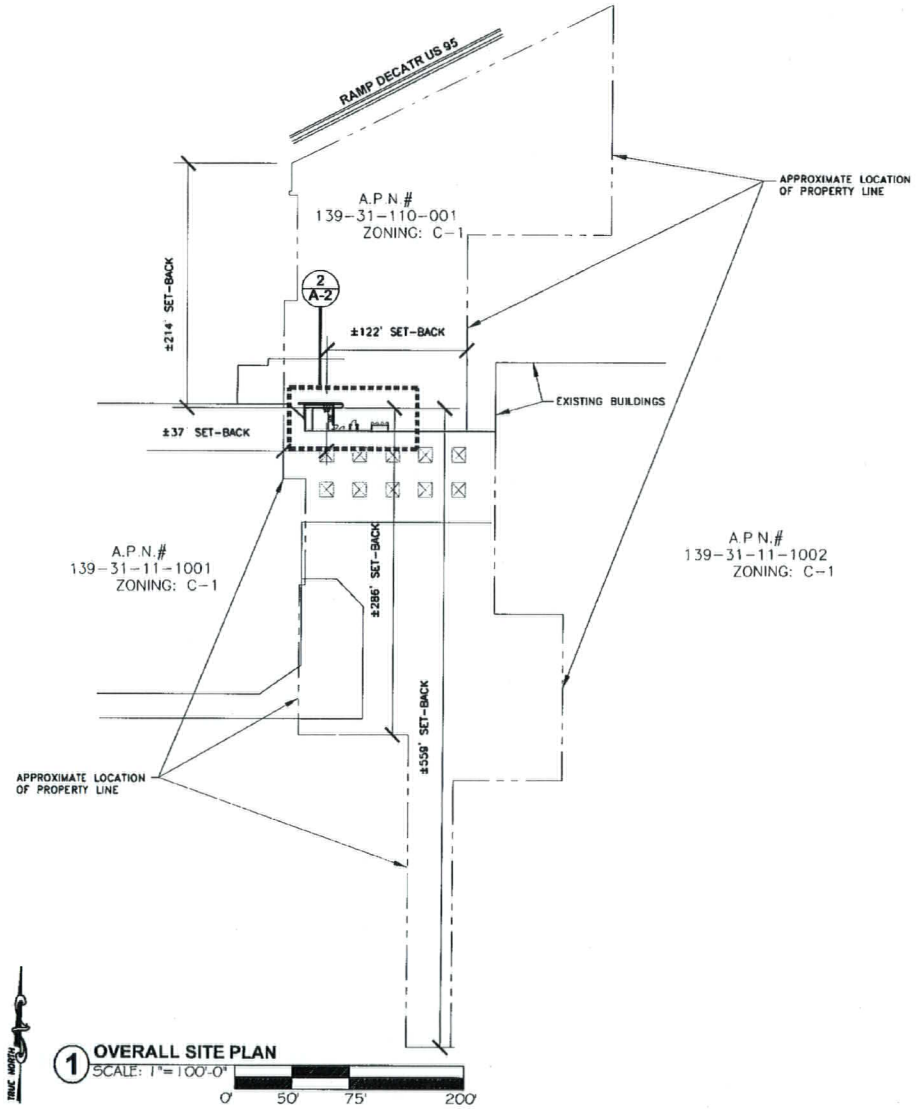
TITLE SHEET

DRAWING SHEET:

T-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



clear Wireless LLC
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REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	--	--
0	04/09/09	100% CD'S

DRAWN BY: BG CHECKED BY: RAB

CMX JOB #: 08056210.2

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:

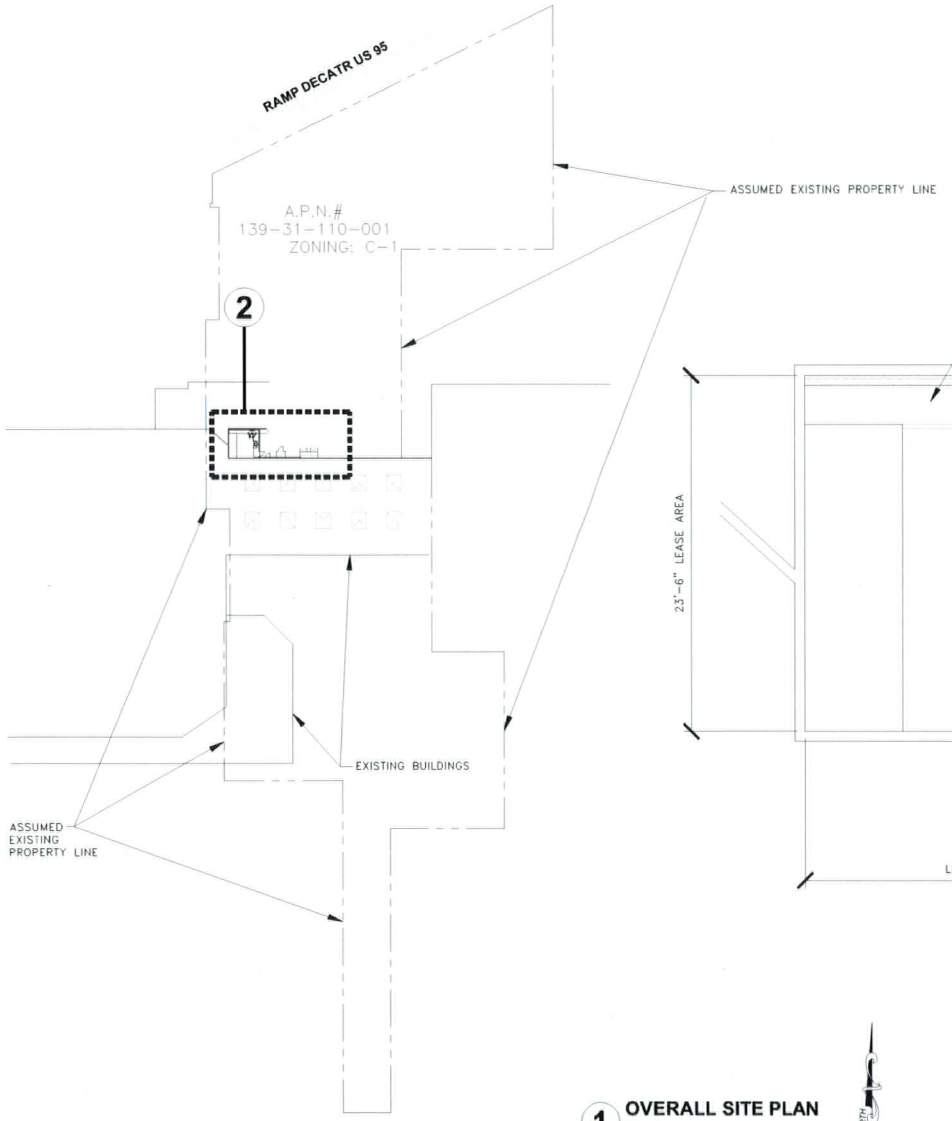
ENLARGED SITE PLAN

DRAWING SHEET:

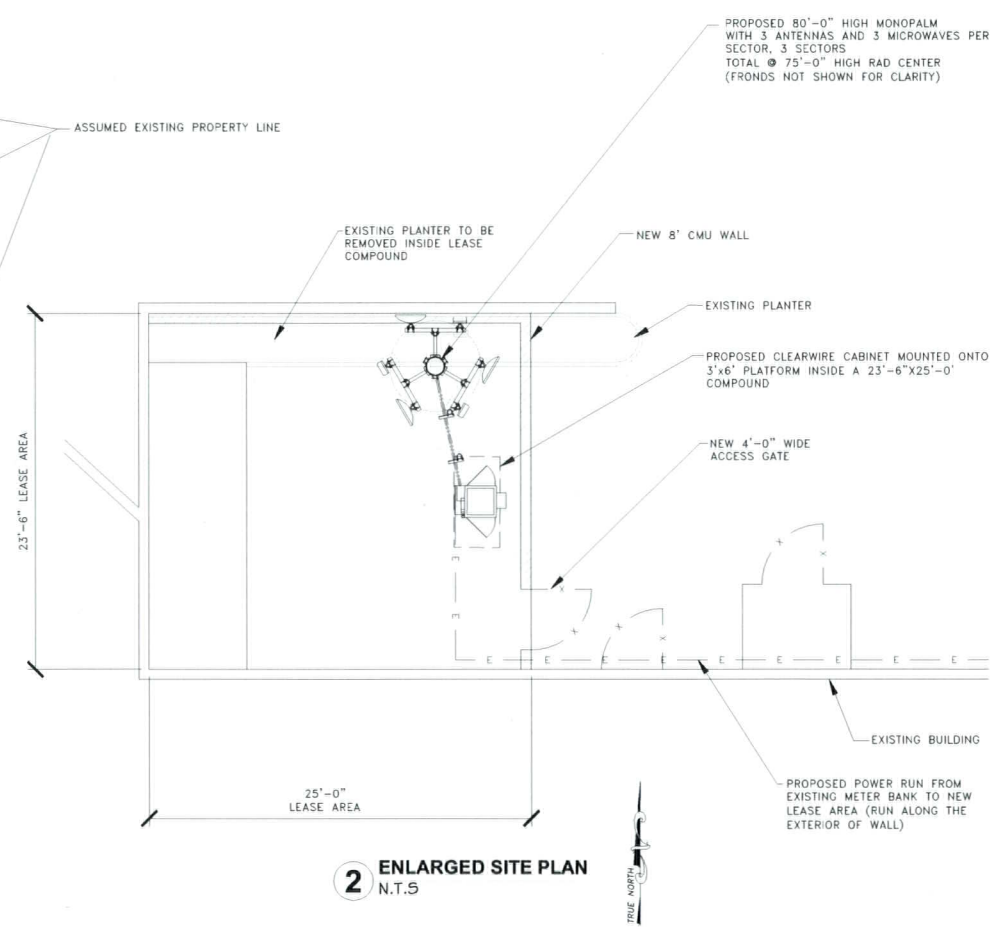
A-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



1 OVERALL SITE PLAN
N.T.S



2 ENLARGED SITE PLAN
N.T.S

clearwire U.S., L.L.C.
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HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
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CLARK COUNTY

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2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG | CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

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:

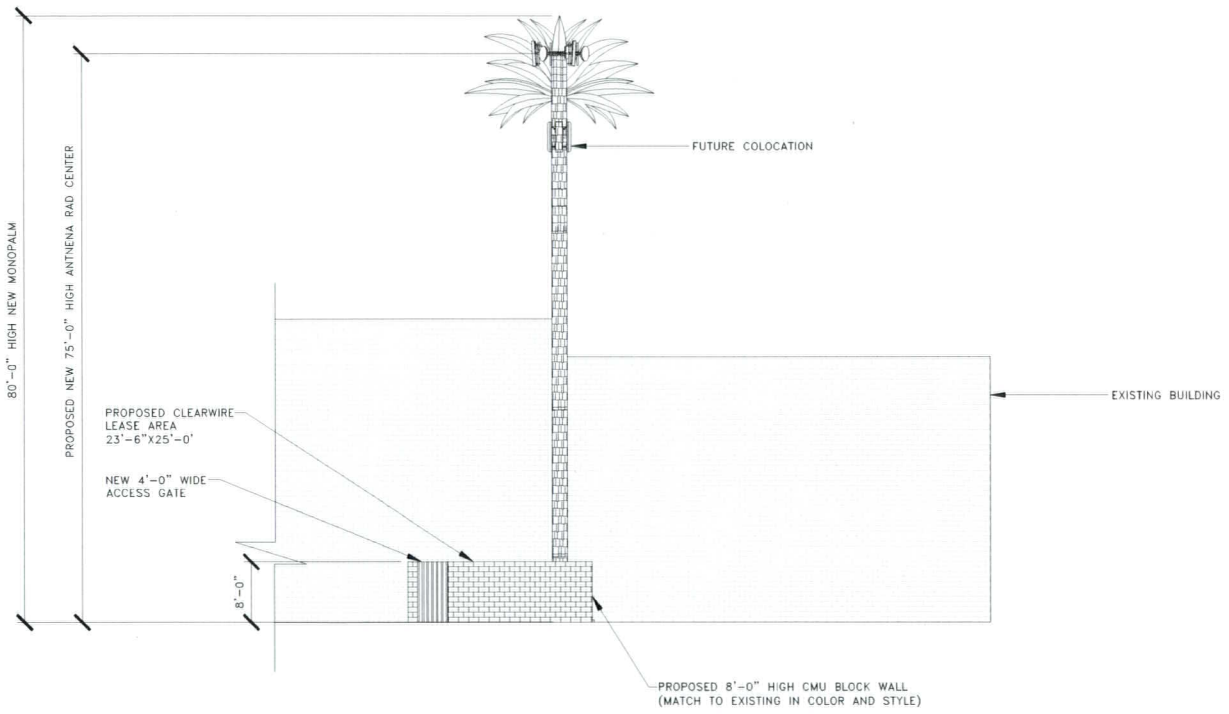
ENLARGED SITE PLAN

DRAWING SHEET:

A-2

RECEIVED
APR 15 2009

SUP-34016
REVISED
05/14/09 PC



1 EAST ELEVATION
N.T.S.

clearwire U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 3, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (703) 220-8338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB

CMX JOB #: 080562102

ENGINEERING SEAL:

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DRAWING TITLE:

ELEVATION

DRAWING SHEET:

A-3

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APR 15 2009

SUP-34016
REVISED
05/14/09 PC



SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09



SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09

7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.560.3685 | wfinet.com

March 30, 2009

RECEIVED
MAR 31 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Wireless Communication Facility Special Use Permit Application
Clearwire US, NV-LSV 618d – APN 139-31-110-001 – Decatur & Meadows

Dear Planning Representative:

On behalf of Clear Wireless, LLC, I respectfully request your consideration and acceptance of the attached application. This project is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless's use.

Clear Wireless, LLC (www.Clear Wireless.com) – a provider of next-generation wireless Internet services enabling fast, simple, portable, reliable and affordable communications anytime and anywhere within Clear Wireless's coverage area – is now in the process of building a network in the greater Las Vegas valley. Clear Wireless provides an easy, off-the-shelf wireless high-speed Internet solution where customers typically have the service operating within minutes of receiving the modem without any need for a technician to visit. There is no software to load and generally no configuring or changes to the customer's computer. The fast and simple service can be accessed by simply taking the modem out of the box, plugging it in and connecting the Ethernet cord to the customer's computer.

Clear Wireless currently provides a next-generation, non-line-of-site WiMAX-class solution. The portable Clear Wireless service can be moved from place-to-place inside Clear Wireless's coverage area, which upon network launch, will allow customers to use the service throughout their home, office or favorite coffee house. Customers will use Clear Wireless to connect to the Internet using licensed spectrum, thus eliminating the confines of traditional cable or phone wiring. For the consumer, the wireless communication facility tower equipment will transmit radio signals from a base site to a small, wireless modem, which easily connects a user's computer to the Internet.

Headquartered in Kirkland, Washington, Clear Wireless has launched wireless high-speed Internet service in 33 metro markets, covering more than 370 cities and towns in Alaska, California, Florida, Hawaii, Idaho, Minnesota, Nevada, North Carolina, Oregon, Texas, Washington and Wisconsin in the United States, as well as Ireland, Belgium, Denmark (under the Clear Wireless name with Danske Telecom) and Mexico (via its partner MVSNet). Clear Wireless is here to provide Internet service as astounding as the Internet itself.

It is our feeling that the proposed use is compatible with the adjacent uses and will not generate any additional traffic, noise, lighting odor, dust, or any other external impacts as it will be an unmanned

7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

wireless telecommunication facility with visits by the technician as necessary – typically once a month. The proposed use will not exceed the capacity of public services and will not require the use of public transportation. The utility usage is minimal and the site will be maintained on a regular basis. There are not any significant impacts on the natural environment and if an impact occurs, it will be mitigated to the maximum practical extent.

Unfortunately though, as aesthetically pleasing as the project is currently designed, the proposed location was denied an administrative approval although meeting all setback requirements and residential adjacency standards as required by the City of Las Vegas Development Code Title 19 – please refer to the included site plan, page A-1, for all additional information.

This application located on APN 139-31-110-001 is for 3 Clear Wireless antennas and 3 microwave dishes with a centerline of 75-feet to simply be bolted on to a new, proposed, 80-foot stealth mono-palm communication facility. The small antennas will measure 42-inches in length and the microwave dishes will have a diameter of 24-inches. All associated radio equipment will be housed within an adjacent block wall compound with plenty of ground space available for additional collocations by others. If you have any concerns regarding this application, please do not hesitate to contact me at (702) 501-4851.

Sincerely,

Matthew Steadman
WFI, representing Clear Wireless

SUP-34016
05/14/09 PC

WFI 7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

May 21, 2009

City of Las Vegas City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Fax: (702) 382-9108

2009 MAY 22 A 8:01
RECEIVED
CITY CLERK

Re: Wireless Communication Facility, Special Use Permit Application, Planning Commission Appeal
Clearwire US, NV-LSV 618d - APN 139-31-110-001 - Decatur & Meadows

Dear City Clerk & Planning Representatives:

On behalf of Clear Wireless, LLC, I respectfully request to appeal the Las Vegas Planning Commission denial decision on item 13 (SUP-34016 Special Use Permit - Public Hearing - Applicant: Clear Wireless, LLC - Owner: LXT4, LLC) from the May 14, 2009 meeting to the Las Vegas City Council. The project & item is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless' use.

Should you have any concerns regarding this appeal request, please do not hesitate to contact me directly at (702) 812-3338. Thank you for your time.

Sincerely,

Shane Hennessy-York, for
Matthew Steadman
WFI, representing Clear Wireless

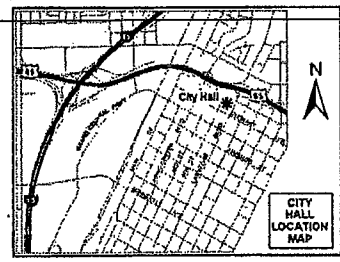
SUP-34016

Jun 10 09 08:56a Home

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 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-34016

City Council Meeting of 6/17/2009

2009 JUN 10 A 9:47

RECEIVED
CITY CLERK

MURPHY KAI DOMINIC & JUDY A
4620 PROVIDENCE LN
LAS VEGAS NV 89107-2954

APN#13931210003

7022598636 P.1

after final agenda

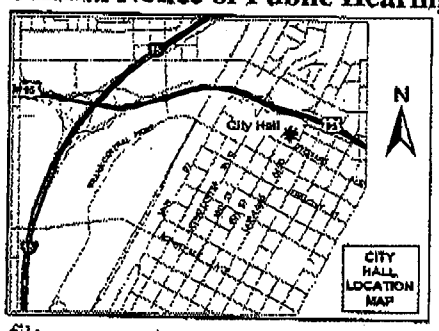
6/10/09 pm 164

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 $ 00.41⁴
0004279218 JUN 05 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.

SUP-34016
City Council Meeting of 6/17/2009

RECEIVED
2009 JUN 12 P 2:05
CITY CLERK

O'BANNON PAUL TRUST
O'BANNON PAUL E TRS
P O BOX 26623
LAS VEGAS NV 89126-0623

APN#13836511025

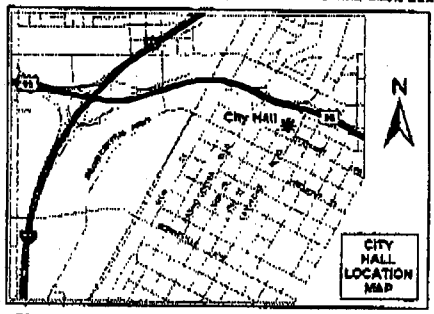
891260623 B06

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 $ 00.41⁴
0004279218 JUN 05 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.

SUP-34016
City Council Meeting of 6/17/2009

RECEIVED
2009 JUN 16 AM 8:00
CITY CLERK

DECATUR CROSSING CENTER L L C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

APN#13836516002

Absent any studies indicating otherwise, We believe this will Block the Visibility of our TARGET sign

after final agenda

Date 6/16/09 Item 164
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

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FIRST CLASS

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PITNEY BOWES
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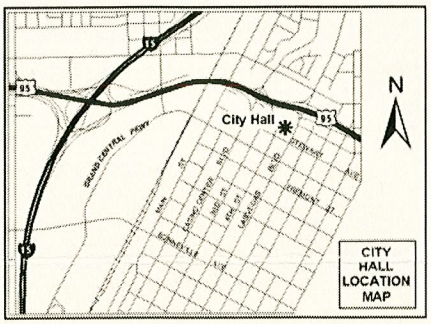
0004279218
$ 00.41⁴
JUN 05 2009
MAILED FROM ZIP CODE 89101

2009 JUN -9 A 10:44

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-34016

City Council Meeting of 6/17/2009

YONKOUSKI JOSEPH P & MELVENA M
128 S YALE ST
LAS VEGAS NV 89107-2723

APN#13836514015

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

RECEIVED
MAY 12 2009

CITY OF LAS VEGAS

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***May 14, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 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.

Signature

5/11/2009
Date

SHANE HENNESSY-YORK ON BEHALF OF WFI (REPRESENTING APPLICANT)
Please print name

CLEAR WIRELESS, LLC - APPLICANT.
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

SHANE HENNESSY-YORK
702 - 812-3338
SHANE@HYDEVELOPMENTS.CO

Submitted after final agenda

Date 5/12/09 Item 13

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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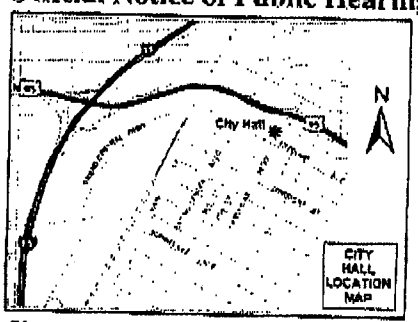
MAILED FROM ZIP CODE 891

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 08 2009

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-34016

Planning Commission Meeting of 5/14/2009

Case: SUP-34016

13836516003
DECATUR CROSSING CENTER L L C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

* This will Block our New TARGET Sign Visibility

CANCEL STAMP

Submitted after final agenda

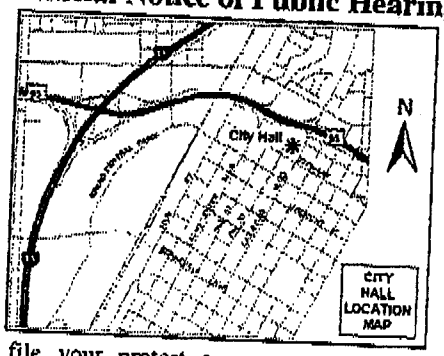
Date 5/8/09 Item 13P

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 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 11 2009

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-34016

Planning Commission Meeting of 5/14/2009

13836511025 Case: SUP-34016
O'BANNON PAUL TRUST
P O BOX 26623
LAS VEGAS NV 89126-0623

89126306 23 8066

Submitted after final agenda

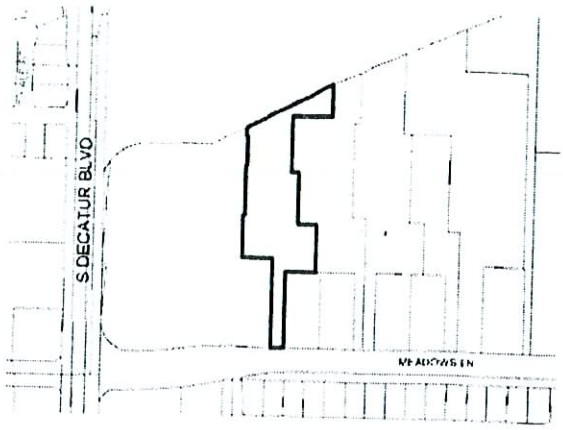
Date 5/11/09 Item 13P

Application Information

SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

There is enough cancer already in this city. this causes CANCER

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 14, 2009***
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. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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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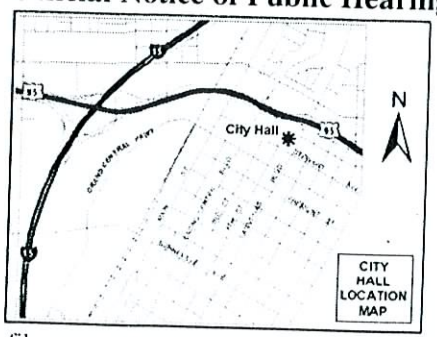
Official Notice of Public Hearing



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-34016
Planning Commission Meeting of 5/14/2009

13931211030
SPIROS GEORGIA
4625 AMHERST LN
LAS VEGAS NV 89107-2926

Case: SUP-34016

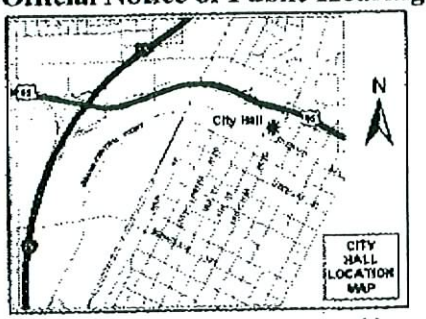
13P

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 MAY 01 2009
MAILED FROM ZIPCODE 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.

SUP-34016
Planning Commission Meeting of 5/14/2009

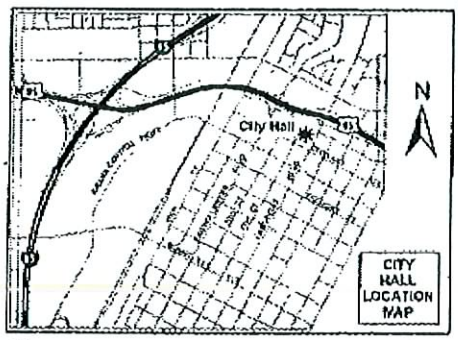
RECEIVED
MAY 05 2009

Case: SUP-34016
13836511026
DUDMAN TIMOTHY J
4909 HARMONY AVE
LAS VEGAS NV 89107-0318

13A

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-34016
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 05 2009

Case: SUP-34016

13836514018
MARGISON ROBERT L JR REV TR
2300 PEARL CREST ST
LAS VEGAS NV 89134-6732

13A

City of Las Vegas Agenda Item No.: **105.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

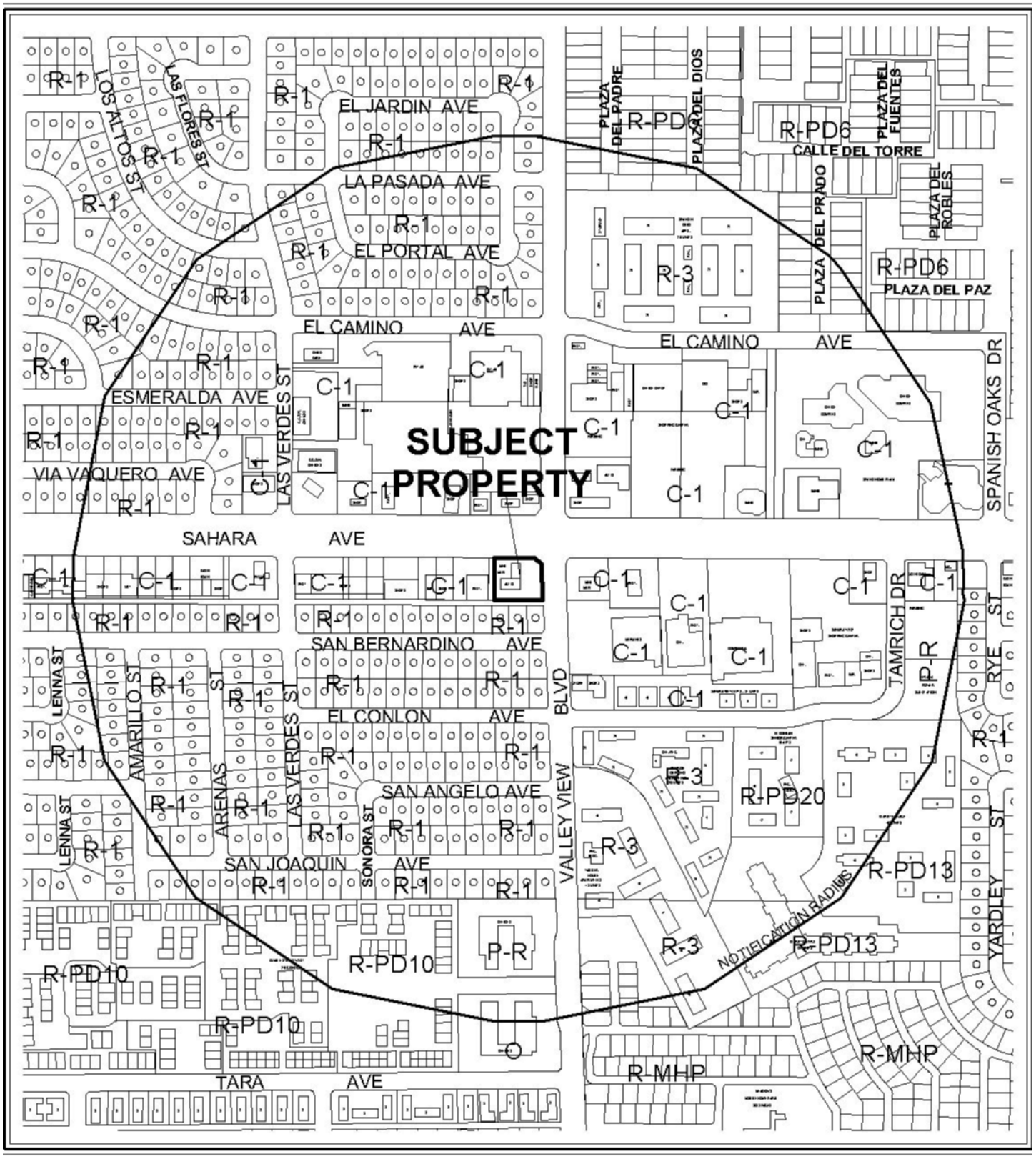
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-34008 - VARIANCE - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 20 FEET WHERE 57 FEET IS REQUIRED on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**10**	**Planning Commission Mtg.**	**0**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 21



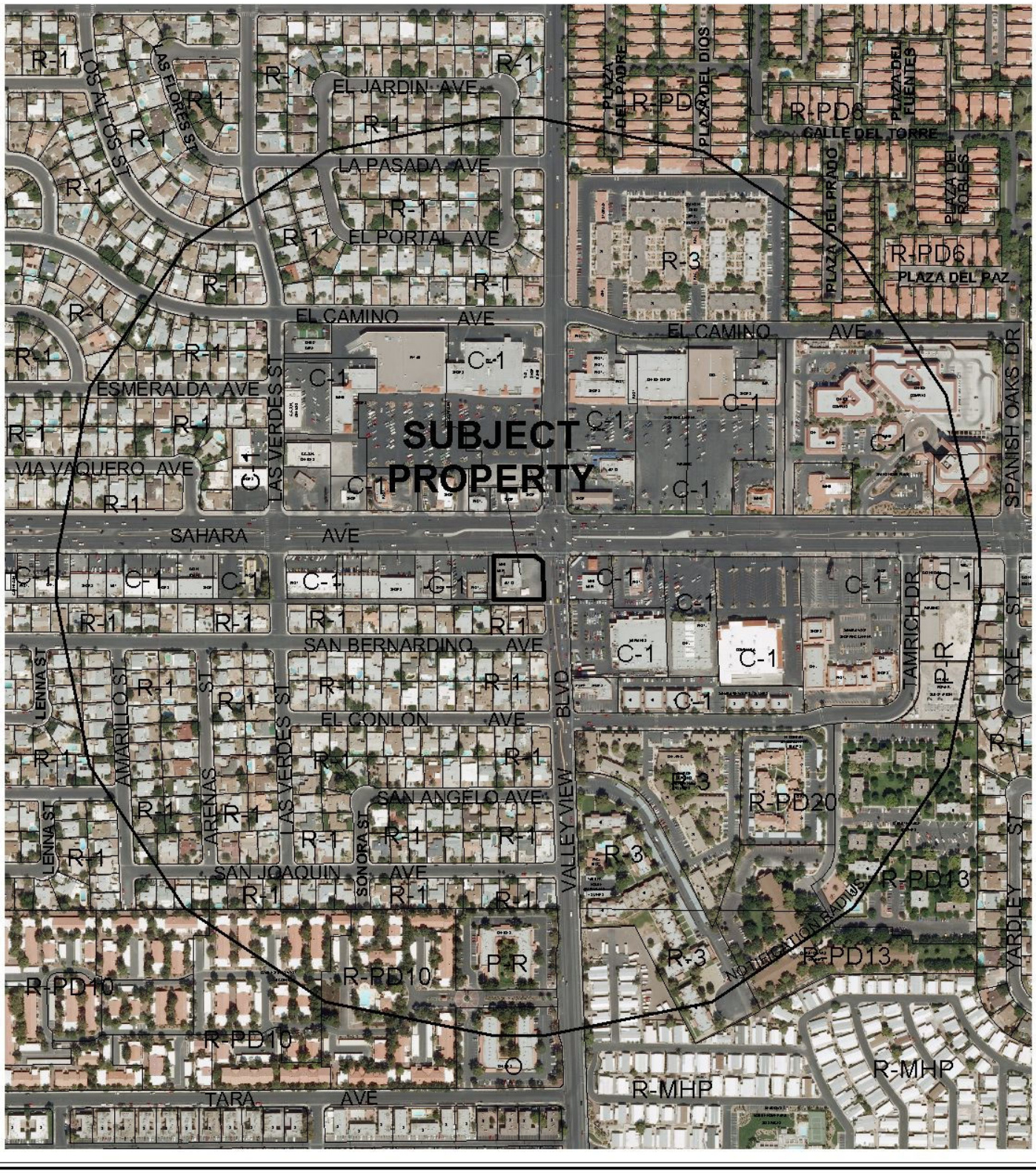
0 400 800 Feet

CASE: VAR-34008

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: **VAR-34008**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the conditions for Special Use Permit (SUP-34006) and Site Development Plan Review (SDR-34010), if approved.

2. 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 zero-foot side yard setback where 10 feet is the minimum required and to allow a residential adjacency setback of 20 feet where 57 feet is required at the southwest corner of Sahara Avenue and Valley View Boulevard. The proposed uses cannot be conducted in a compatible and harmonious manner, as the applicant fails to meet both Title 19.08.050 Development Standards and Title 19.08.060 Residential Adjacency Standards; therefore staff is recommending denial of the subject application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
03/11/65	The Planning Commission approved a Rezoning (Z-0018-65) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) and a Plot Plan Review [Z-0018-65(1) for a proposed Convenience Store with fuel pumps on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard.
06/03/97	The Board of Zoning Adjustment approved a Variance (V-0047-97) to allow an existing 65-foot tall non-conforming pole sign two feet from the front property line where five feet is the minimum required setback in a C-1 (Limited Commercial) district.
12/18/03	The Planning Commission approved a Site Development Plan Review (SDR-3321) for a 2,400 square-foot expansion of an existing Convenience Store with a Waiver of the perimeter and parking lot landscaping at 3701 W. Sahara Avenue. Staff recommended approval of the request.
08/03/07	A deed was recorded for a change of ownership at 3701 W. Sahara Avenue.
02/08/08	A Code Enforcement complaint (#62166) was processed for illegal signage at 3701 W. Sahara Avenue. The issue was resolved on 02/21/08.
05/19/08	A Code Enforcement complaint (#65746) was processed for a structure built without permits at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 09/17/08.
08/21/08	A Code Enforcement complaint (#68941) was processed for a repair shop using paint and chemicals at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 08/22/08.

06/11/09	The Planning Commission recommended denial of companion item SUP-34006 and SDR-34010 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #21/bts).
Related Building Permits/Business Licenses	
1966	The County Assessor's Office indicates a construction date of 1966 for the building located at 3701 W. Sahara Avenue.
10/30/97	A Building Permit (#97022032) was issued to re-locate an existing pole sign at 3701 W. Sahara Avenue. The permit was finaled on 12/06/97.
10/08/07	A Business License (#C05-01515) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
10/08/07	A Business License (#G02-00779) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
02/14/08	A Business License (#R05-00573) was issued for a restaurant, take-out only at 3701 W. Sahara Avenue. The license is currently active.
04/10/08	A Business License (#C05-02600) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
04/10/08	A Business License (#C15-00361) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
07/30/08	A Business License (#C05-02627) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#S05-01046) was issued for a service station at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#C05-00366) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
08/06/08	A Business License (#A45-00533) was issued for auto detailing at 3701 W. Sahara Avenue. The license is currently active.
08/11/08	A Business License (#G02-00823) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license is currently active.
Pre-Application Meeting	
03/06/09	Staff met with the applicant and reviewed the requirements for a Site Development Plan Review, Variance and Special Use permit applications. • Waivers and exceptions of perimeter landscaping and building placement and orientation standards were also discussed. • Existing business licenses and building permits • Intended use and residential adjacency requirements

Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	
Field Check	
04/09/09	A field check was completed on the indicated date. An existing Auto Repair Garage, Minor with fuel pumps at 3701 W. Sahara Avenue was noted.

Details of Application Request	
Site Area	
Net Acres	0.58 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

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
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 19.08.050, the following development standards are proposed:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.58 acres	Y
Min. Lot Width	100 Feet	170 Feet	Y
Min. Setbacks			
• Front (east property line)	25 Feet	66.5 Feet	Y
• Side (south property line)	10 Feet	Zero Feet	N
• Corner (north property line)	15 Feet	34.5 Feet	Y
• Rear (west property line)	20 Feet	25.9 Feet	Y
Max. Lot Coverage	50%	25%	Y
Max. Building Height	N/A	19 Feet	Y
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.060 Residential Adjacency Standards

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	57 Feet	20 Feet	N
Adjacent development matching setback	15 Feet	20 Feet	Y
Trash Enclosure	50 Feet	60 Feet	Y

ANALYSIS

The proposed 3,018 square-foot Convenience Store with fuel pumps fails to meet both Title 19.08.050 Development Standards and Title 19.08.060 Residential Adjacency Standards. The proposed building is located zero feet from the southern property line, which requires a 10-foot setback in a C-1 (Limited Commercial) district is required, which is a deviation of 100%. Furthermore, the applicant fails to meet the 3:1 proximity slope requirement, which requires the proposed 19-foot building to be located 57 feet from the residential property to the south, but due the intervening right-of-way the setback is reduced to 20 feet.

Alternative site design or a project of smaller scope would alleviate the need for this Variance; therefore, staff is recommending denial of the request as the applicant has created a self-imposed hardship by proposing to build within the required setback and locate the proposed Convenience Store to close to existing single-family residential homes to the south.

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 to build within the required setback and locate the proposed Convenience Store to close to existing single-family residential homes to the south. Alternative site 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.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 8

SENATE DISTRICT 11

NOTICES MAILED 870 by City Clerk

APPROVALS 0

PROTESTS 10

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR- 34998 APN: 162-07-512-010

Name of Property Owner: Pham Capital, LLC

Name of Applicant: American West Petroleum.

Name of Representative: Ken Ballard

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: THANH T PHAM

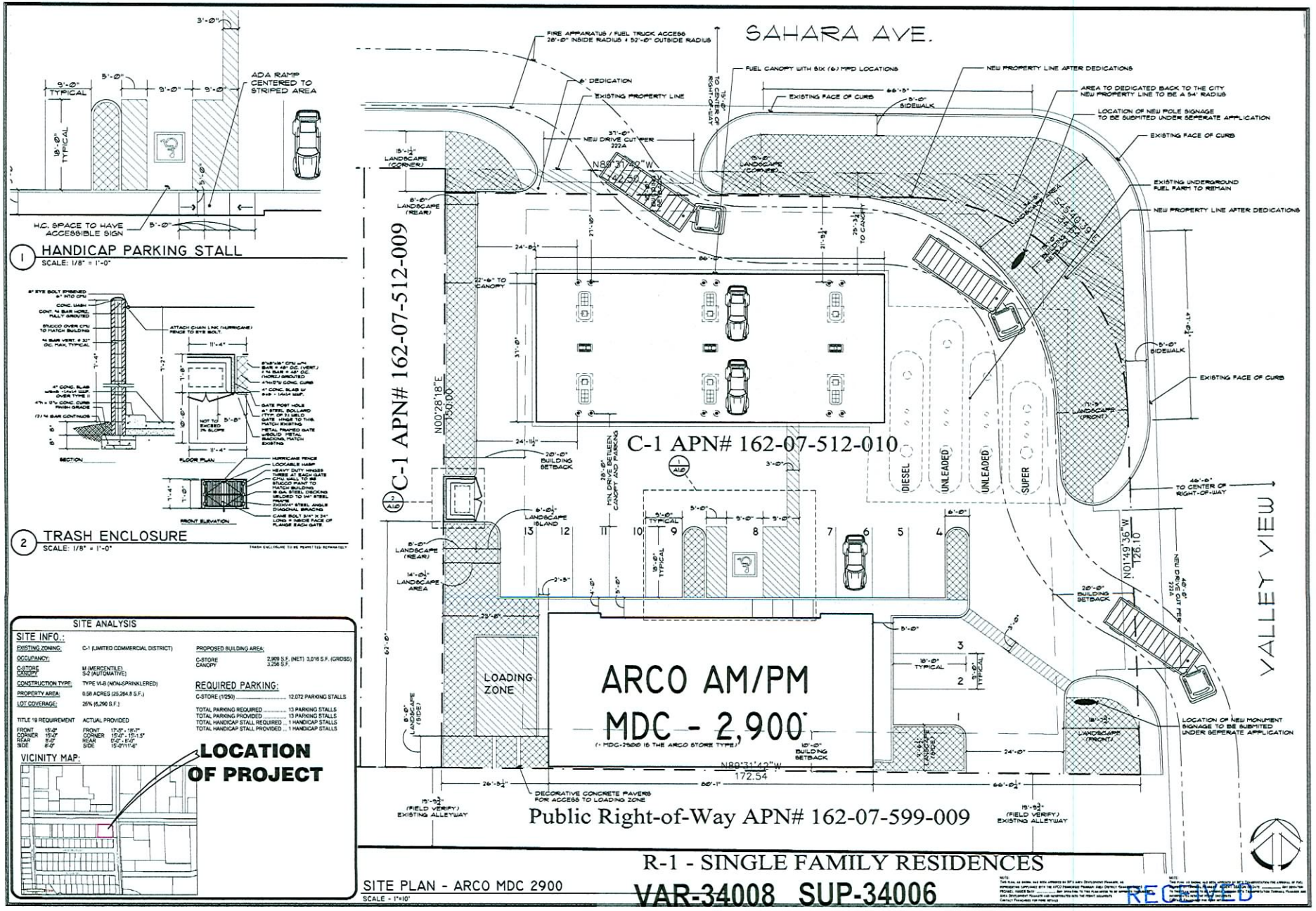
Subscribed and sworn before me

This 1 day of April 2007

_____

Notary Public in and for said County and State

JENNIFER E. LEHR
Notary Public State of Nevada
No. 02-73181-1
My appt. exp. Feb. 1, 2010



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A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN
ARCO NT1
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2985-ARC_ENT	2.27.09
DRAWN BY: KAB	CHECKED BY: KAB

NO.	DATE	DESCRIPTION
1	4.9.08	STAFF COMMENT

DRAWING NO.: A1.0

INITIAL PROJECT PACKAGE SUBMITTAL

RECEIVED

VAR-34008 SUP-34006

SDR-34010 05/14/09 PC

REVISED

APR 09 2009

PLANT SCHEDULE

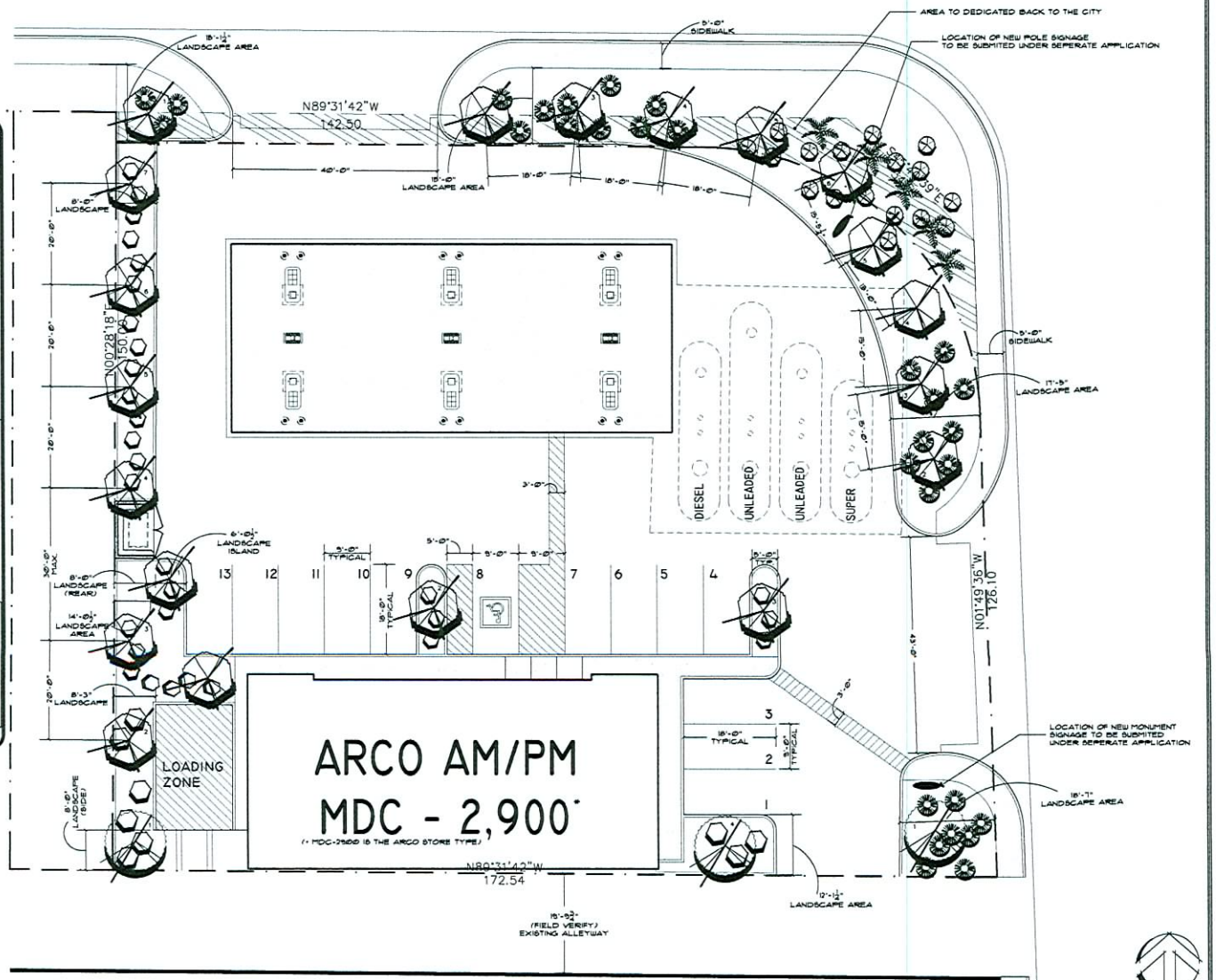
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	AUTUMN SAGE	5 GAL	17

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IG TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES SHOWING GENUS, SPECIES AND VARIETY, ETC.
4. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE 1/2" MINUS, COLOR PER CONSTRUCTION DOCUMENTS, 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE TO CONTAIN 40% FINES AND 60% AGGREGATE. CONTRACTOR TO RECEIVE VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY INSTALLATION.
6. ALL UTILITY BOXES EXCEEDING 27 CUBIC FEET IN SIZE SHALL MEET THE STANDARDS OF LVMC TITLE 19.2.040
7. THIS LANDSCAPE PLAN, AS SUBMITTED, IS ONLY TO SHOW INTENT OF COMPLYING WITH THE STANDARDS OF LVMC 19.12. A TECHNICAL LANDSCAP PLAN WILL BE SEALED BY A LISCENSED ARCHITECT/LANDSCAPE ARCHITECT AT THE TIME AN APPLICATION IS MADE FOR A BUILDING PERMIT.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS

	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINEAR FEET	5 TREES	6 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 168.76' *	1 TREE / 20 LINEAR FEET	9 TREES	9 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.62' *	1 TREE / 20 LINEAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINEAR FEET	5 TREES	7 TREES	YES
TOTAL		25 TREES	29 TREES	NO ***
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)		15 FEET	12.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)		8 FEET	0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)		15 FEET	15 FEET	YES
(REAR: WEST PROPERTY LINE)		8 FEET	8 FEET	YES **



LANDSCAPE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

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APR 09 2009

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ENCROACHMENT OF ANY OF THE ARCHITECTS RIGHTS, ALL UNAUTHORIZED USE OF, OR ENCROACHMENT ON AND/OR MODIFICATIONS TO, ARCHITECTS WORK SHALL RESULT IN IMMEDIATE LEGAL ACTION.

LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

No.	DATE	DESCRIPTION
1	4.9.09	STAFF COMMENTS

DRAWING NO.:
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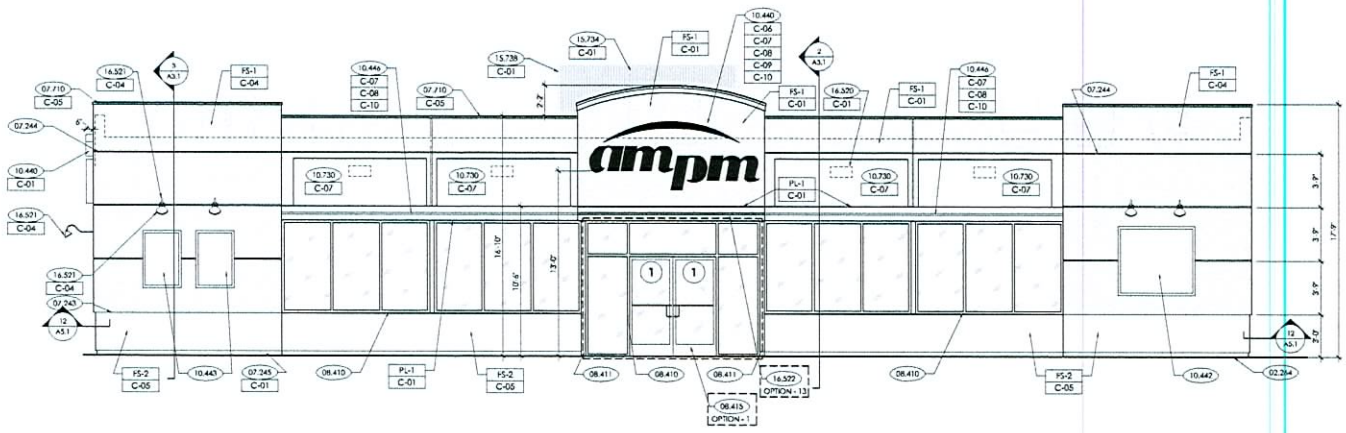
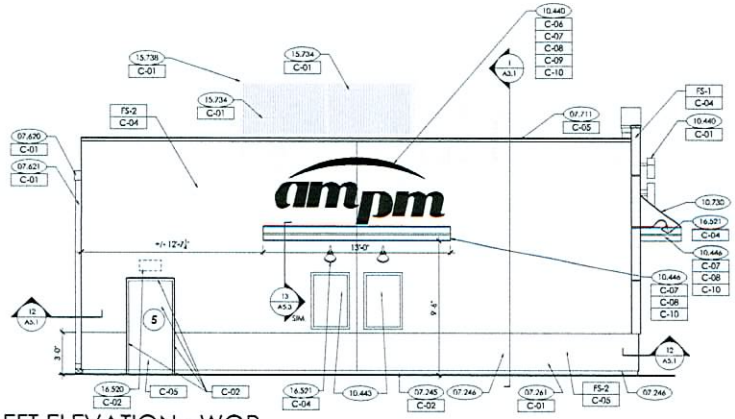


1 FRONT ELEVATION - WOR
1/4"=1'-0"



2 LEFT ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE.
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS.

KEYED NOTES:

02.264 GRADE, REFER TO CIVIL PLAN
07.243 TERMINATION REFER TO DETAIL **13/A5.1**
07.244 1" REVEAL IN FINISH REFER DETAIL **10/A5.1**
07.245 4" BREAK METAL BASE. SEE DETAIL **11/A5.1**
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER. REFER TO DETAIL **6/A5.1**
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING, REFER TO DETAIL **1/A5.1**
07.711 SHOP FORMED PREFINISHED METAL COPING CAP. REFER TO **2/A5.1**
08.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM. REFER TO **A5.3** & SPEC.
08.411 ALUMINUM CLADDING (OMIT @ SIM.)
08.413 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS, REFER TO DETAIL **1/A5.4**
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.442 64"Wx96"H POP POSTER, BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - 4609-0000, REFER TO SHEET **4/A3.2**
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL **9/A5.2**
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL 9/A5.2
16.520 EXTERIOR LIGHT. REFER TO LIGHTING PLAN SHEET E1.3
16.521 GOOSENECK LIGHTING FIXTURES
16.522 OPTION 13 - LED LIGHT TUBE, SURFACE MOUNTED TO FACE OF ACM PANEL

EXTERIOR FINISHES:

PL-1 ALUMINUM ACM PANEL
FS-1 EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2 DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01 COLOR: BP PEARL - RAL 1013 ICI #A0083 "INDIAN LEGEND"
C-02 COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04 COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
C-05 COLOR: ampm DARK TAN ICI #A1761, "ONIONSKIN TAN"
C-06 COLOR: ampm YELLOW PMS 116C
C-07 COLOR: SUNBRELLA ORANGE #4609-0000
C-08 COLOR: ampm RED PMS 032C
C-09 COLOR: ampm PURPLE PANTONE PURPLE
C-10 COLOR: ampm BLUE PMS 072C
C-11 COLOR: BP HIGH HIDING WHITE ICI BP HIGH HIDING WHITE (CUSTOM)
C-12 COLOR: ARCO BLUE PMS 288
C-13 COLOR: ARCO LIGHT BLUE PMS 2935
C-14 COLOR: OMEGA YELLOW ICI #A0775

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FRONT & LEFT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.: 2903-ARC_ENT
DATE: 7.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO.	DATE	DESCRIPTION

DRAWING NO.: A2.1
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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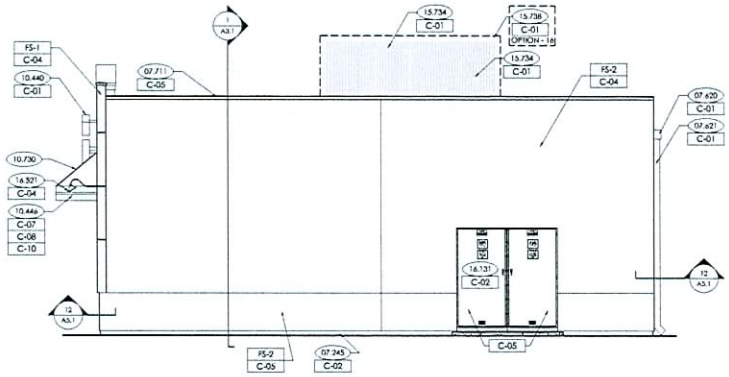
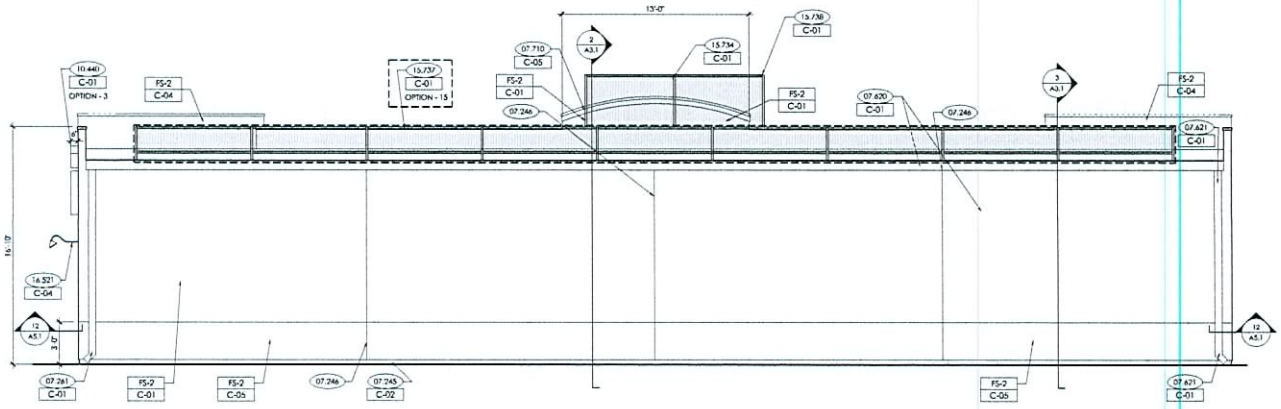
MAR 31 2009



1 RIGHT ELEVATION - WOR
1/4"=1'-0"



2 REAR ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS

KEYED NOTES:

02.264 GRADE, REFER TO CIVIL PLAN
03.480 STEEL BOLLARD, REFER TO DETAIL **1/S2.1**
07.243 TERMINATION REFER TO DETAIL **13/A5.1**
07.244 1" REVEAL IN FINISH REFER DETAIL **10/A5.1**
07.245 4" BREAK METAL BASE, SEE DETAIL **11/A5.1**
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER, REFER TO DETAIL **6/A5.1**
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING, REFER TO DETAIL **1/A5.1**
07.711 SHOP FORMED PREFINISHED METAL COPING CAP, REFER TO **2/A5.1**
08.415 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS, REFER TO DETAIL **1/A5.4**
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL **9/A5.2**
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL **9/A5.2**
16.131 ELECTRICAL CABINETS, REFER TO SHEET **E1.2**
16.520 EXTERIOR LIGHT, REFER TO LIGHTING PLAN SHEET **E1.3**
16.521 GOOSENECK LIGHTING FIXTURES

EXTERIOR FINISHES:

PL-1	ALUMINUM ACM PANEL
FS-1	EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2	DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01	COLOR: BP PEARL - RAL 1013 ICI #A0083 "INDIAN LEGEND"
C-02	COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04	COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
C-05	COLOR: ampm DARK TAN ICI #A1761, "ONIONSKIN TAN"
C-06	COLOR: ampm YELLOW PMS 116C
C-07	COLOR: SUNBRELLA ORANGE #4609-0000
C-08	COLOR: ampm RED PMS 032C
C-09	COLOR: ampm PURPLE PANTONE PURPLE
C-10	COLOR: ampm BLUE PMS 072C
C-11	COLOR: BP HIGH HIDING WHITE ICI BP HIGH HIDING WHITE (CUSTOM)
C-12	COLOR: ARCO BLUE PMS 288
C-13	COLOR: ARCO LIGHT BLUE PMS 2935
C-14	COLOR: OMEGA YELLOW ICI #A0775

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PROJECT NAME: REAR & RIGHT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NO.: 2005-ARC_ENT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR
NO. | DATE | DESCRIPTION

DRAWING NO.: A2.2
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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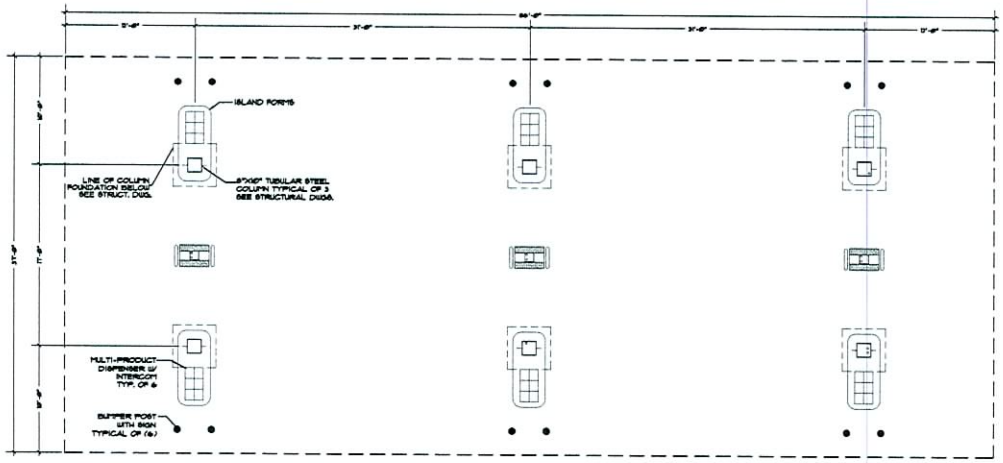
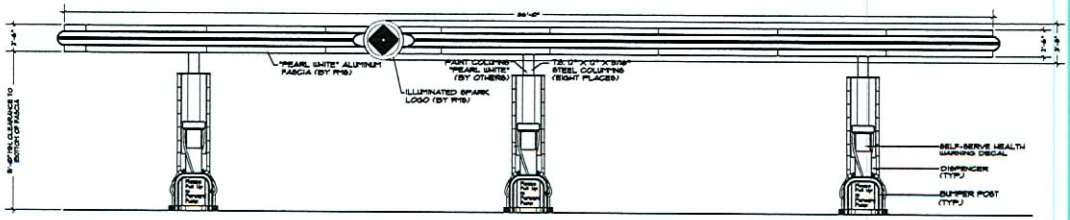
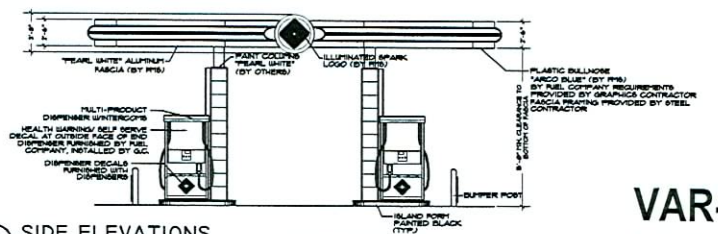
MAR 31 2009



1 FLOOR PLAN
SCALE: 3/16"=1'-0"



2 FRONT/REAR ELEVATION
SCALE: 3/16"=1'-0"



3 SIDE ELEVATIONS
SCALE: 3/16"=1'-0"

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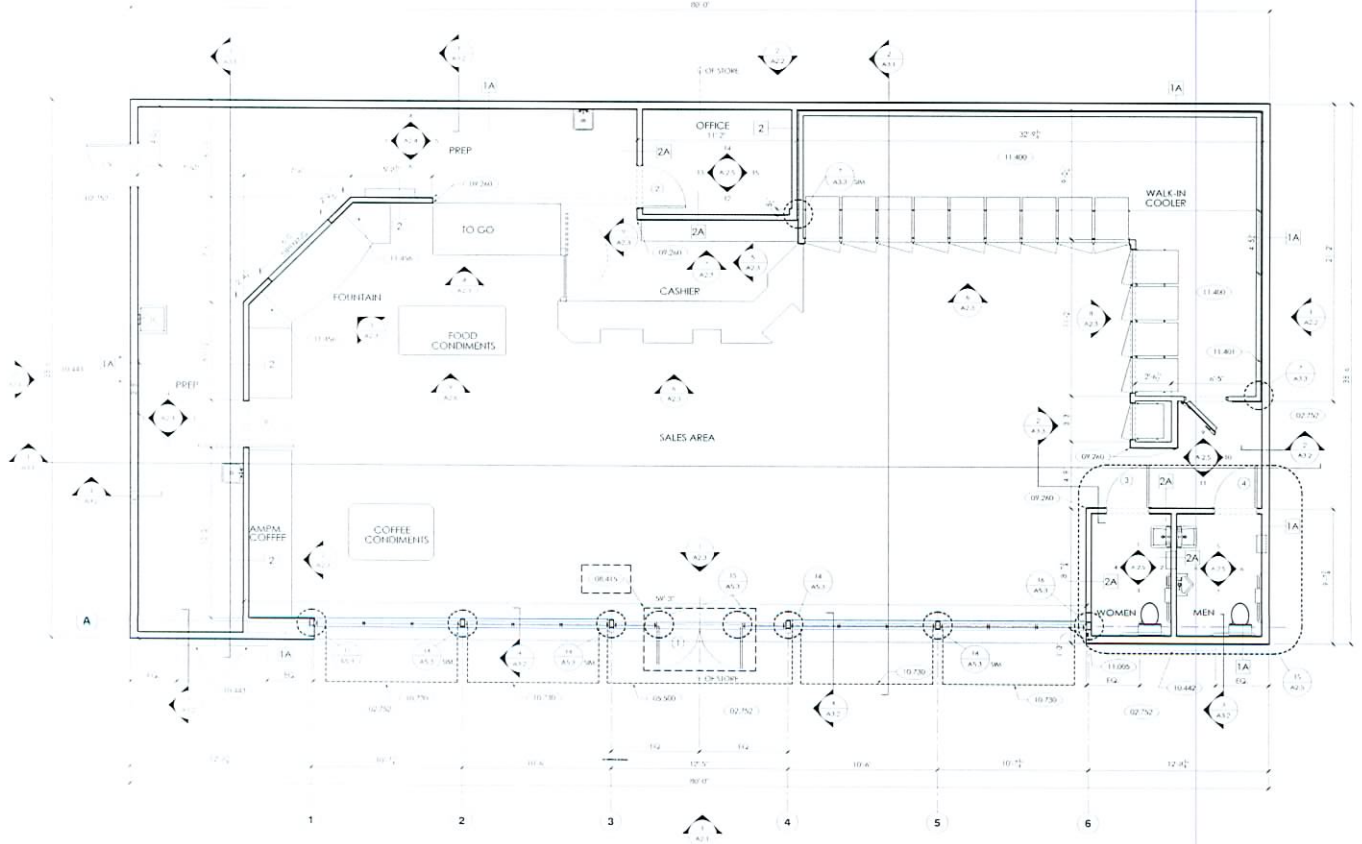
PROJECT NAME: CANOPY FLOOR PLAN AND ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NO.: 2003-ARC_ENT
DATE: 7.27.09
DRAWN BY: KAR
CHECKED BY: KAR

DRAWING NO.: CAI.0



1 CONSTRUCTION FLOOR PLAN
1/4"=1'-0"

GENERAL NOTES:

A. DIMENSION LINES ARE FROM FACE OF FRAMING OR FOUNDATION UNLESS NOTED OTHERWISE.
B. FACE OF FRAMING ON EXTERIOR WALLS IS SAME AS OUTSIDE FACE OF FOUNDATION WALL.
C. METAL STUDS MAY BE USED IN PLACE OF WOOD STUDS. PLAN DIMENSIONS ARE BASED ON WOOD STUDS.
D. MOISTURE RESISTANT GYPSUM TO BE USED IN TOILET ROOMS, BEHIND MOP SINK AND ADJACENT TO COOLERS. FOR SPECIFIC SUBSTRATE REQUIREMENTS, REFER TO INTERIOR ELEVATIONS.
E. PROVIDE BLOCKING AS REQ'D FOR ALL EQUIPMENT AND ACCESSORIES.
F. PROVIDE CLEAR SILICONE SEALANT FOR ALL WALL TRANSITIONS.
G. REFER TO DETAILS **3 & 4/A3.3** FOR ATTACHMENT OF ALL WALLS TO STRUCTURE ABOVE.
H. FOR FLOORING LAYOUT REFER TO SHEET **A1.2**
I. FOR CEILING LAYOUT REFER TO SHEET **A1.3**
J. FOR FINISH MATERIAL REFER TO INTERIOR ELEVATIONS SHEETS **A2.3**, **A2.4** AND **A2.5**
K. FOR INTERIOR GRAPHIC ELEVATIONS REFER TO SHEET **A2.6**
L. FOR DOOR AND WINDOW DETAILS REFER TO SHEET **A5.3**
M. FOR EQUIPMENT PLAN REFER TO SHEET **Q1.1**
N. FOR EQUIPMENT SCHEDULE REFER TO SHEET **Q2.1**
O. ALL MATERIALS AND APPLICATION TO MEET OR EXCEED LOCAL OR STATE REQUIREMENTS.
P. FOR DOOR SCHEDULE & ELEVATIONS REFER TO SHEET **A5.3**

KEYED NOTES:

02.752 SLOPE SIDEWALK AWAY FROM DOOR/BUILDING 2" / FOOT.
03.480 STEEL BOLLARD. REFER TO DETAIL **1/S2.1**
05.500 CANOPY ABOVE.
08.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM. REFER TO **A5.3** & SPEC.
08.415 OPERATOR - AUTOMATIC BI-PARTING ENTRANCE DOORS.
09.260 CLEAR PLASTIC COFFEE GUARDS.
10.442 48 WIDE POP POSTER. BY SIGNAGE CONTRACTOR.
10.443 32 W x 48 H POP POSTER. BY SIGNAGE CONTRACTOR.
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - 4609-0000. REFER TO SHEET **4/A3.2**
11.005 RECESSED KNOX BOX - INSTALL PER MANUFACTURERS SPECIFICATIONS.
11.400 FOR COOLER AND FREEZER INFORMATION AND DIMENSIONS REFER TO SHEET **Q1.2**
11.401 MAINTAIN MINIMUM 1" AIR GAP BEHIND COOLERS AND FREEZERS ADJACENT TO WALLS. CLOSE SPACE AT ENDS WITH 2"x2" ALUMINUM ANGLE.
11.456 PROVIDE FILLER COUNTER AND MILLWORK TOP GAP WITH FINISHES TO MATCH.

WALL LEGEND

WOOD FRAMED WALL
1A 2x6 STUDS @ 16" O.C. W/ THERMAL INSULATION
2 2x4 STUDS @ 16" O.C.
2A 2x4 STUDS @ 16" O.C. W/ SOUND BATT INSULATION
INSULATED WALL
PREFABRICATED COOLER UNIT

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CONSTRUCTION FLOOR PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

A1.1



VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



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SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

RUTAR

April 9, 2009

City of Las Vegas
Planning & Development
Current Planning Department
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Design Review
Justification Letter for (revised)
3701 Sahara (Sahara/Valley View)
APN # 162-07-512-010
SUP-34006, VAR-34008 & SDR-34010

To Whom It May Concern:

Suzana Rutar, Architect (SRA) is pleased to present this justification letter for the above referenced property. The above referenced property is zoned C-1 and has a General Plan designation of Service Commercial (SC). We are proposing to demolish the existing convenience store and fuel canopy and construct a convenience store (Arco AM/PM – gross floor area (gfa) is 3,018 S.F.), as well as a fuel canopy consisting of 6 MPD stations. The convenience store is the new MDC 2900 Arco Standard store that will be the first in the Las Vegas valley area, the fuel canopy, also an Arco Standard, will be 17'-6" in height and will have a clearance of 15'-0".

We respectfully request a waiver for the orientation of the building on the site. Per 19.08.050.D.2.e.i, *"Buildings on corner lots should be oriented to the corner and to the street fronts... unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible..."* We request that the Convenience Store and fuel canopy be oriented as shown on the site plan, as we feel that we have substantially demonstrated and convincingly shown that this site plan was developed utilizing the existing underground fuel farm. Multiple building orientations were considered with the re-use of the underground fuel farm prior to developing the site plan proposed; however, these did not allow for proper site circulation, parking, fire apparatus circulation, etc. The proposed development incorporates a design that re-uses the existing underground fuel farm as well as providing adequate site circulation, parking, fire apparatus circulation, etc. Orienting the building on the corner is neither feasible nor responsible to the location and existing infrastructure required to operate this facility.

We respectfully request a Variance to reduce the setback at the South side yard from 10'-0" to a 0'-0" setback. The property directly to the West appears to be part of the same sub-division with alley way access and parallel parking directly abutting the common West property line. The property directly to the South appears to be an existing alley way, Public Right-of-Way, between the subject site and the R-1 residential properties to the South of the alley way. An ALTA Survey completed in late March '09 indicates that the distance from the subject site's property line and the R-1 masonry wall on the South side of the alley way is 19'-9 ¾" (actual width of Public Right-of-Way is 20'-0"). After examining the site and the traffic flow requirements of the City of Las Vegas and Arco, SRA believes placing the store on the South property line, with a zero

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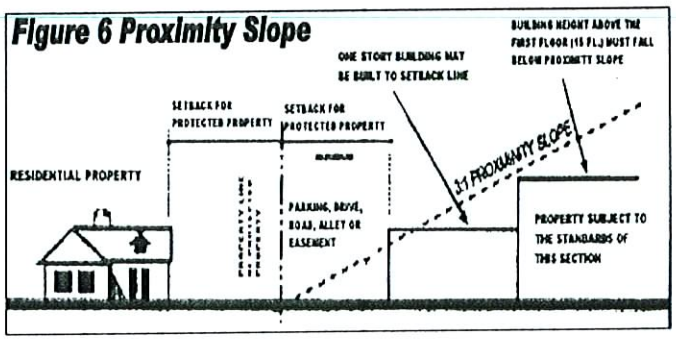
setback, is the only solution that enables our client to responsibly enhance and redevelop this corner.

We also would like to request a waiver for the reduction of the Residential Proximity Slope requirement of a 3:1 setback ratio, per the City of Las Vegas Title 19 Development Code Section 19.08.060.B.5. SRA believes that not only the intent of the 3:1 ratio (to ensure natural light to neighboring properties ('protected property') is not impeded) is being meet and the residential properties to the South are not being denied access to natural light. Also the 20'-0" Public Right-of-Way meets the intent of Figure 6 Proximity Slope per 19.08.060 (*"one story building may be built to setback line"* – proposed building is a one story building with a roof line/height at the rear of the building of 14'6"). Although the proposed building is on the property line (VAR-34008) the Public Right-of-Way is essentially providing twice the width of the *"setback line"*. Please see the attached Residential Proximity Slope Massing Exhibits indicating the sun pattern relevant to the development of this site and the surrounding properties.



The landscape design is per City of Las Vegas Title 19 Development Code Section 19.12, except where we are requesting a variance (VAR-34006) for the building setback at the South property line directly adjacent to an existing alley way. Because of this we are requesting an exception for the number of required trees to be reduced at the South property line buffer. SRA feel that the Parking Landscape design meets and exceeds the intent of Chapter 19.10.010.L.11, *"...at a ratio of one landscape island for every six parking spaces, ..."* The configuration of the required parking is not continuous but the intent of one landscape island for every six parking spaces is meet. Twelve parking spaces are required/provided and *"...at a ratio of one landscape island for every six parking spaces, ..."* the design provides two landscape islands parallel to the parking spaces, a ratio of 1:6 as required. We would also like to request a landscape waiver; *if required*, to reduce the landscape along the rear of the C-Store where we are requesting the Variance to reduce the setback. Please note that this site has an abundance of landscape coverage, so much that the provided landscape coverage exceeds, 3.5% more, what would be required if no waiver, *if required* would be requested. Please also note that additional trees are incorporated into the landscape design at the intersection.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINERAR FEET	5 TREES	8 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 148.54' *	1 TREE / 30 LINERAR FEET	5 TREES	0 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.82' *	1 TREE / 20 LINERAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINERAR FEET	5 TREES	7 TREES	YES
TOTAL		21 TREES	24 TREES	NO *** *
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)	15 FEET		17.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)	8 FEET		0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)	15 FEET		15 FEET	YES
(REAR: WEST PROPERTY LINE)	8 FEET		8 FEET	YES **

* DENOTES LENGTH OF PROPERTY LINE
EAST - 123.10' + 14.32' - 43.00' = 94.42'
SOUTH - 172.54' - 24.00' = 148.54'
NORTH - 142.50' + 17.32 - 40.00' = 119.82'
WEST - 150.0' = 150.00'
CORNER - 34.64' (ADD HALF TO NORTH & EAST)
DRIVE CUT ON SAHARA - 40.0'
DRIVE CUT AT VALLEY VIEW - 43.0'
DRIVE PAN AT ALLEY WAY - 24.0'
** WITH THE 10.00' RIGHT HAND TURN LANE AND REDUCED PROPERTY LINES THE REQUIRED AMOUNT OF TREES WILL REMAIN UNCHANGED.
*** SIDE YARD TREE REQUIREMENT NOT MEET DUE TO BUILDING PLACEMENT AND VARIANCE REQUEST. ADDITIONAL TREES HAVE BEEN LOCATED ELSEWHERE ON THE SITE TO COMPENSATE FOR THE NUMBER OF TREES.
* MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXECPT WHERE BUILDING IS LOCATED.
** MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXCEPT WHERE TRASH ENCLOSURE IS PROVIDED.

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Parking is provided in accordance to the Development Code 19.10.E.2 and 19.10 table 1 (Retail, Personal, Commercial & Business Services and Auto-Related) Convenience Store - 1/250 sf of gfa providing 13 parking stalls including the required Handicap accessible stall located in front of the entrance of the Convenience Store.

Additionally we are requesting a Special Use Permit for this site:

1. For the on-site sales of beer/wine in conjunction with the Convenience Store. Recently this site has been allowed to operate with the sales of beer/wine under a Non-Conforming Conforming Use. However, Non-Conforming Conforming Use may expire during the 180 day permitted window. Also this site being a Nonconforming use of a Conforming Building, to meet the requirements for "expansion of use", per development code section 19.16.030.B the following must be met:
    a. Will not increase the size or extent of the use by more than 50%
    b. Will not require a Variance or Waiver regarding any other provision of Title19, including those that pertain to parking, landscape and residential adjacency requirements.

Our increase is less that the 50%, but the before mentioned setback reduction (Variance) requires us to request the SUP and secure this site as a Conforming Use.

We feel that revitalizing the site with a new Convenience Store and Fuel Canopy will enhance the character of the site and surrounding area. We also feel the proposed removal of the two access points nearest the intersection of Sahara and Valley View (directly adjacent to the intersection) along with the relocation of the other two access points further South and West of the intersection will enhance vehicular mobility of the intersection.

Thank you for your consideration of this request. If you have any questions or if you require additional information, please call me at 263-6176.

Sincerely,

Kenneth A. Ballard, Associate AIA
Project Manager

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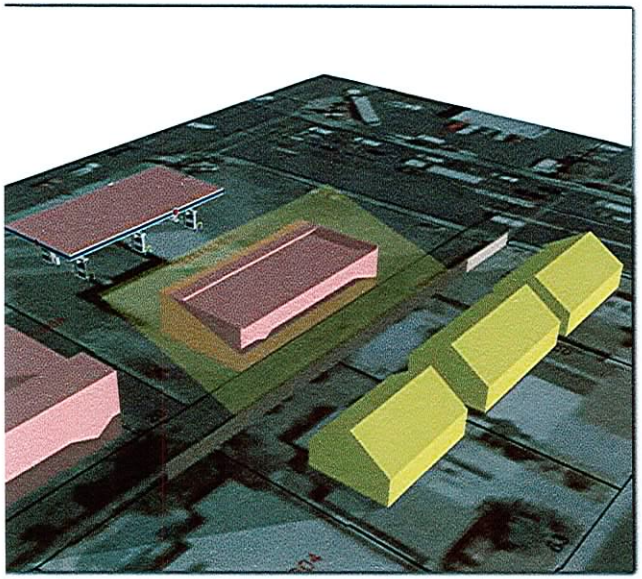
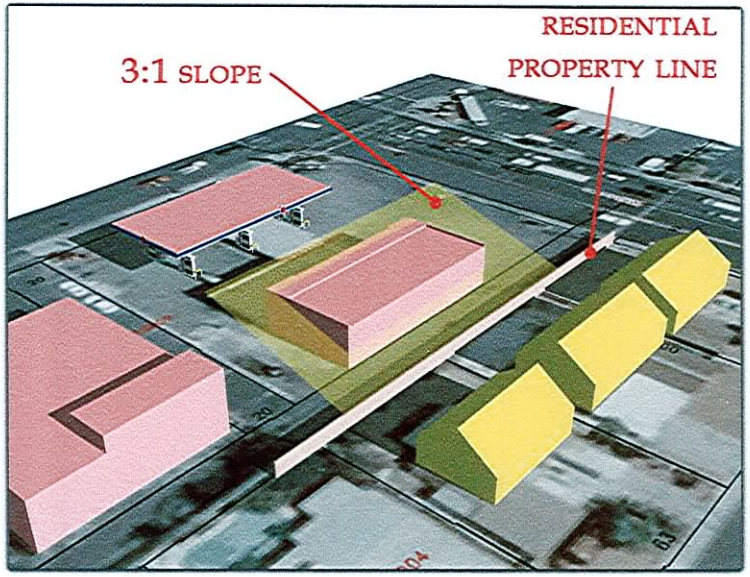


DECEMBER 21, 8:00 AM



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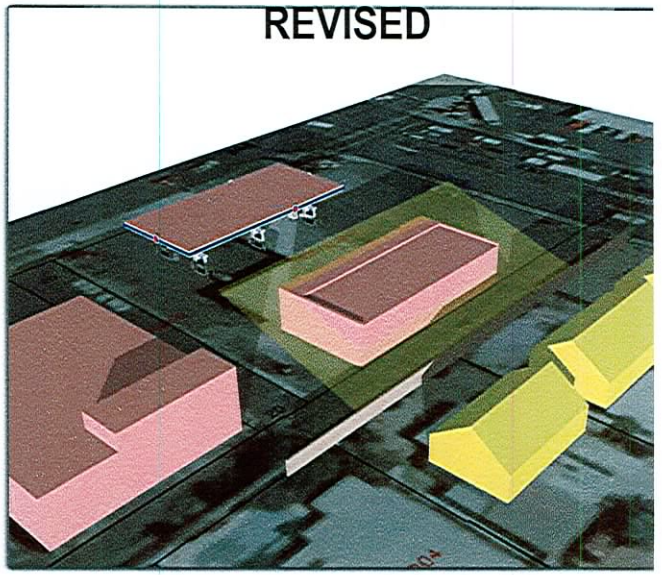

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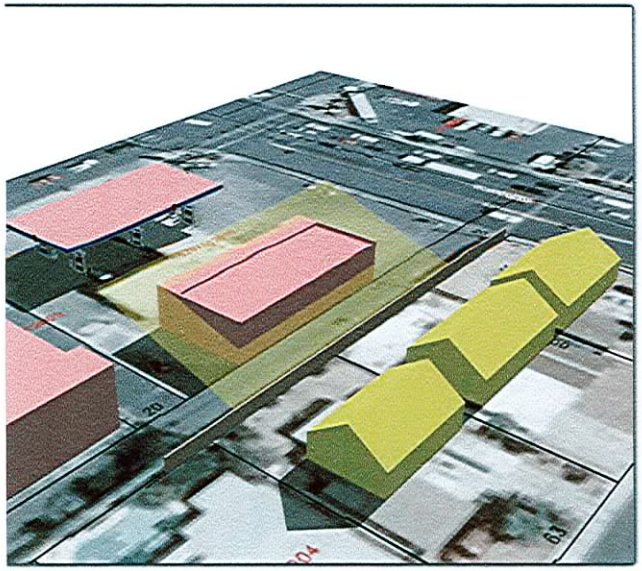

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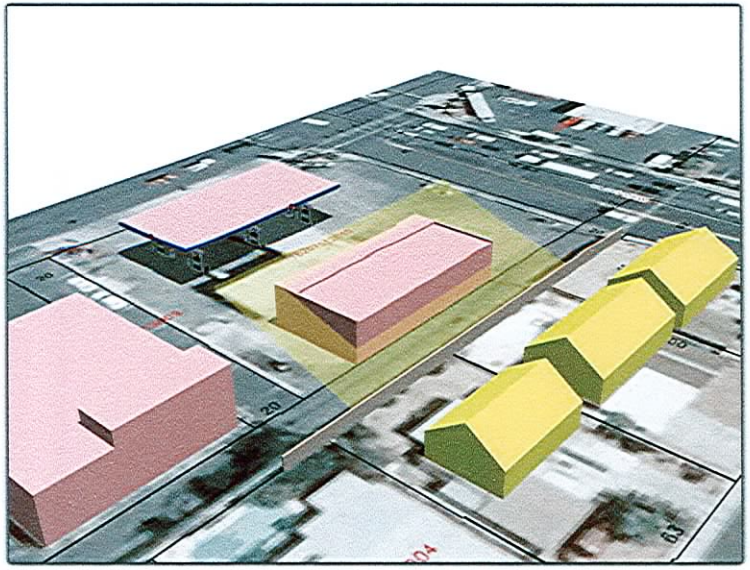

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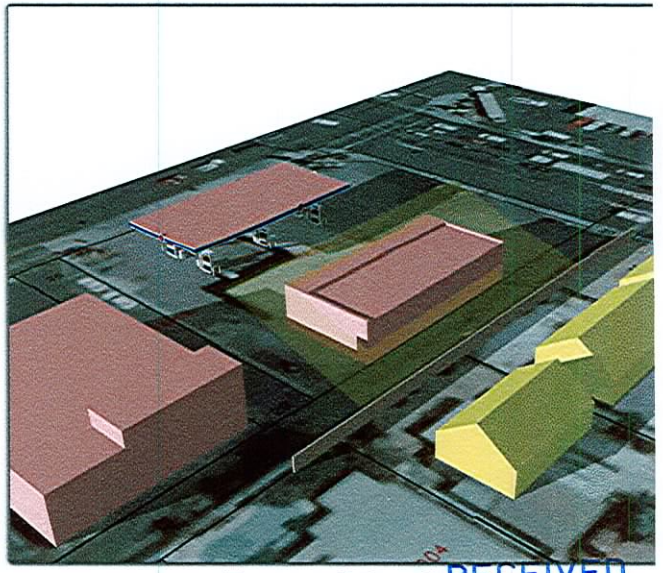

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RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

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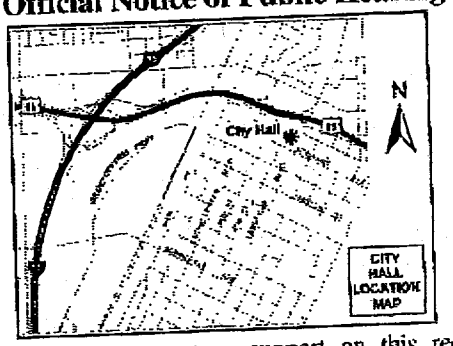

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

STEWART SANDRA
3809 FAIRWAY CIR
LAS VEGAS NV 89108-1106

APN#16207516003

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

EAUDF11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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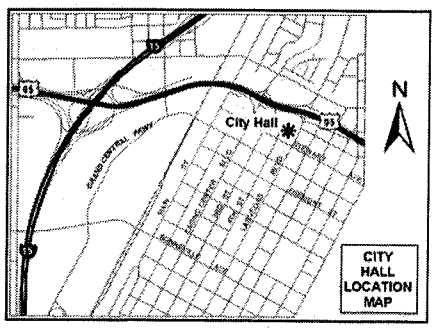

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

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WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

APN#16206811043

EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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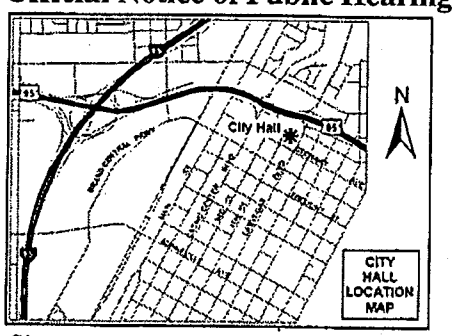

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

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PAT/JOE Occupant
VAR-34008&SUP-34006
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 44
Las Vegas, Nevada 89102

EAVDP11 89102

07-07-09:05:30AM:

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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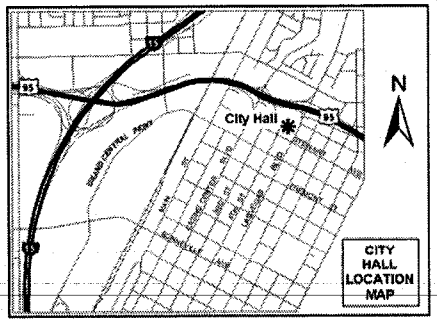
Official Notice of Public Hearing



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-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL -7 A 10:44

VAR-34008&SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 230
Las Vegas, Nevada 89102

EAVOP11 89102

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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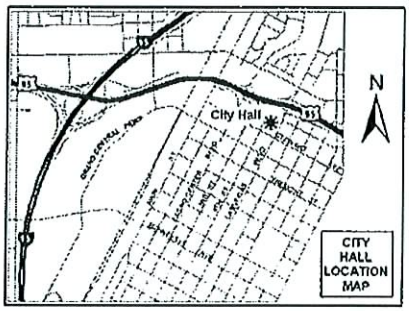
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

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-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

PAT
Occupant
VAR-34008, SUP-34006
Meadows Mobile Home Park
2900 South Valley View Boulevar
Las Vegas, Nevada 89102

8910285931 C017

21P

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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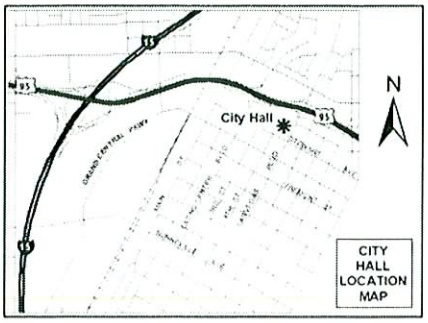
Official Notice of Public Hearing



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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

Case: VAR-34008

16207613046
FOYT ELIZABETH ANN
2851 S VALLEY VIEW #1143
LAS VEGAS NV 89102-0143

27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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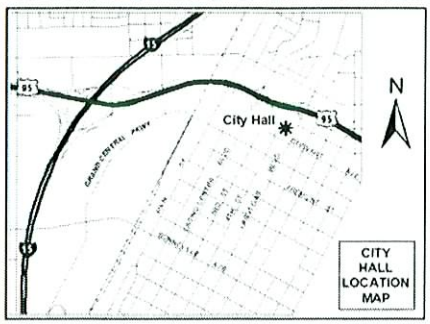
Official Notice of Public Hearing



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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

Case: VAR-34008
16207613026
FOYT ELIZABETH ANN
2851 S VALLEY VIEW BLVD #1143
LAS VEGAS NV 89102-0143

21 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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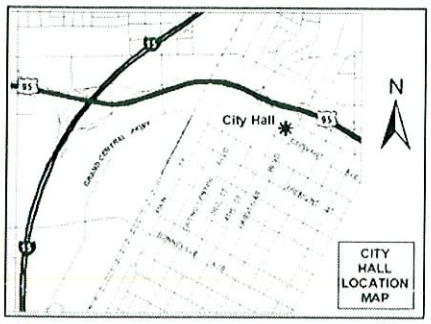

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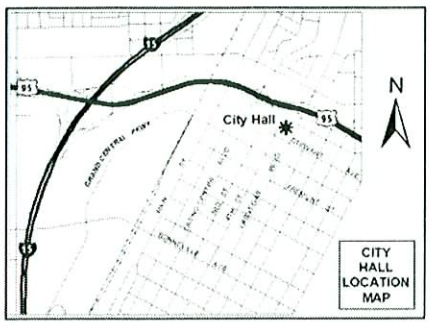
VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

Case: VAR-34008
16207612024
FAULKNOR [redacted] & MARY
2125 PLAZA DEL PADRE
LAS VEGAS NV 89102-3917

89102$3917 C029

ZIP



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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 06 2009

Case: VAR-34008

16207516012
PAULUS EVERETT T & BARBARA A
2612 SONORA ST
LAS VEGAS NV 89102-5912

27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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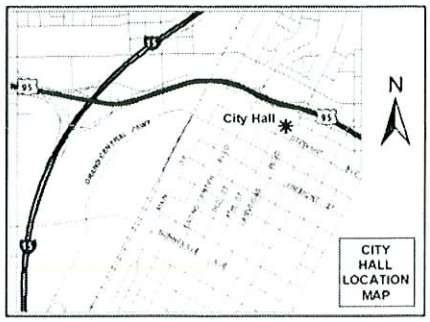

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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

89102855C0 C017

27P

RECEIVED

MAY 07 2009

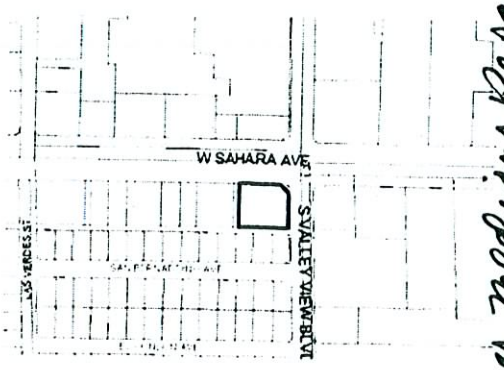
Application Information

VAR-34008 - VARIANCE - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 20 FEET WHERE 57 FEET IS REQUIRED on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

SUP-34006 - SPECIAL USE PERMIT RELATED TO VAR-34008 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

I oppose! Valley View & West Sahara is already a deadly congested Intersection. It's a mess

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 14, 2009*
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. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

The medians & concrete road dividers need to be re-painted Bright Yellow — You cannot see them at night. The whole city should have the corner medians Repainted

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

I offer my deep appreciation to Ms. Tarkanian in her very conscientious efforts to put the residents on notice & give them a chance to respond!

PRESORTED FIRST CLASS

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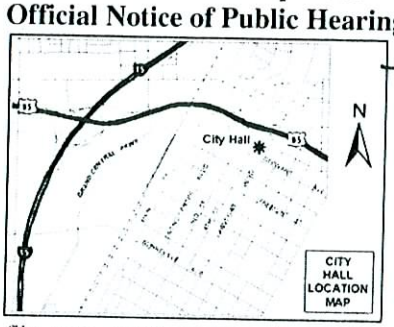

Sahara & Valley View is a very central part of the city — It (the area) should be commercially up & coming — But due to so many variances — It's unsightly. There are too many Pay Day Cash stores!! — Too many disgusting massage parlors!! many pawn shops!! It's (This city) is embarrassing when family members come to visit

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

Case: VAR-34008

16207515015
COLLETTE CAROLYN
2620 ARENAS ST
LAS VEGAS NV 89102-0603

To-o

Those houses on San Bernardino already have practically no residential backyard space — They are jutted right up to alleyways and commercial dirty back small lots — If you drive down that alleyway you'll see the filth

27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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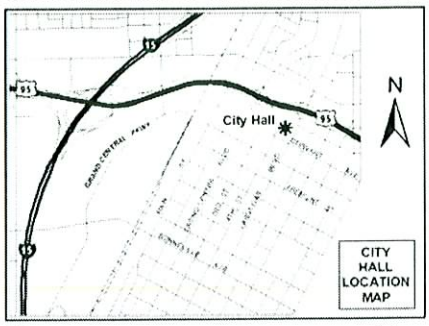

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 07 2009

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 261
Las Vegas, Nevada 89102

89102$5944 C017

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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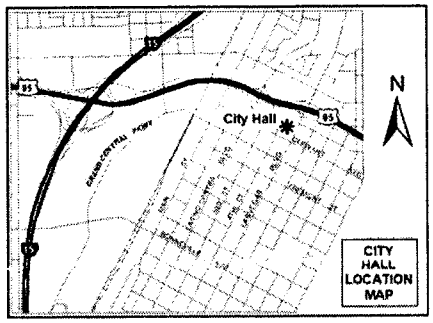

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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

Case: VAR-34008
16207513038
VAZQUEZ PROVIDENCIA & ANGEL
2525 AMARILLO ST
LAS VEGAS NV 89102-5714

Submitted after final agenda

Date 5/12/09 **Item** 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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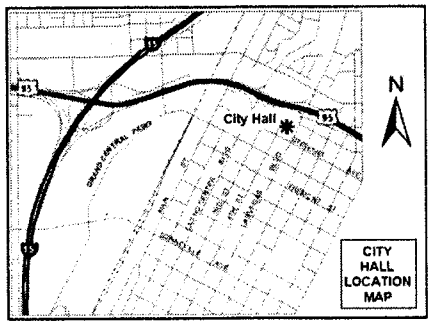

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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

Case: VAR-34008
16206810106
CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

Submitted after final agenda
Date 5/12/09 Item 27 P

City of Las Vegas Agenda Item No.: **106.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

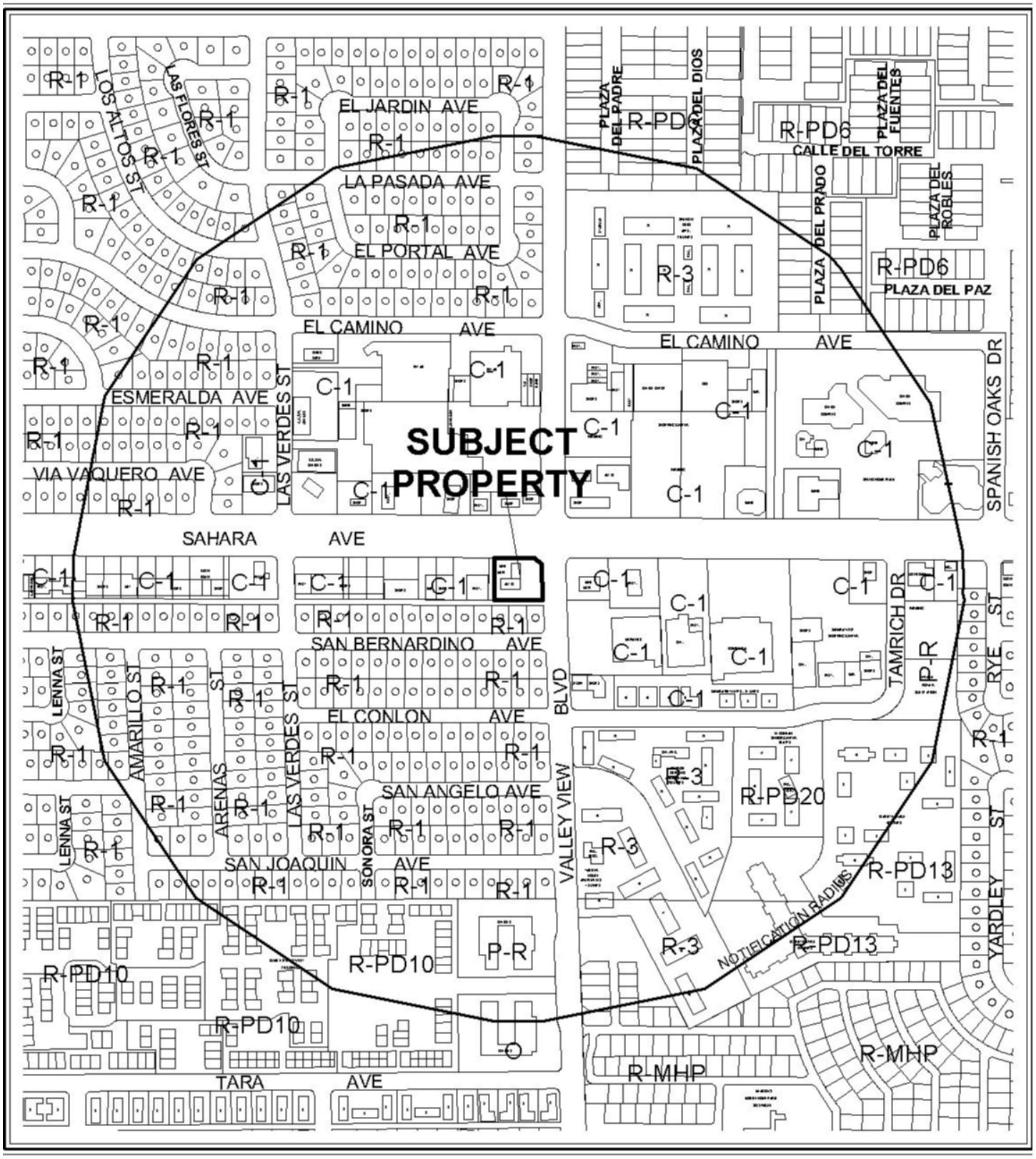
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34006 - SPECIAL USE PERMIT RELATED TO VAR-34008 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**10**	**Planning Commission Mtg.**	**0**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 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. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 22



0 400 800 Feet

CASE: **SUP-34006**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



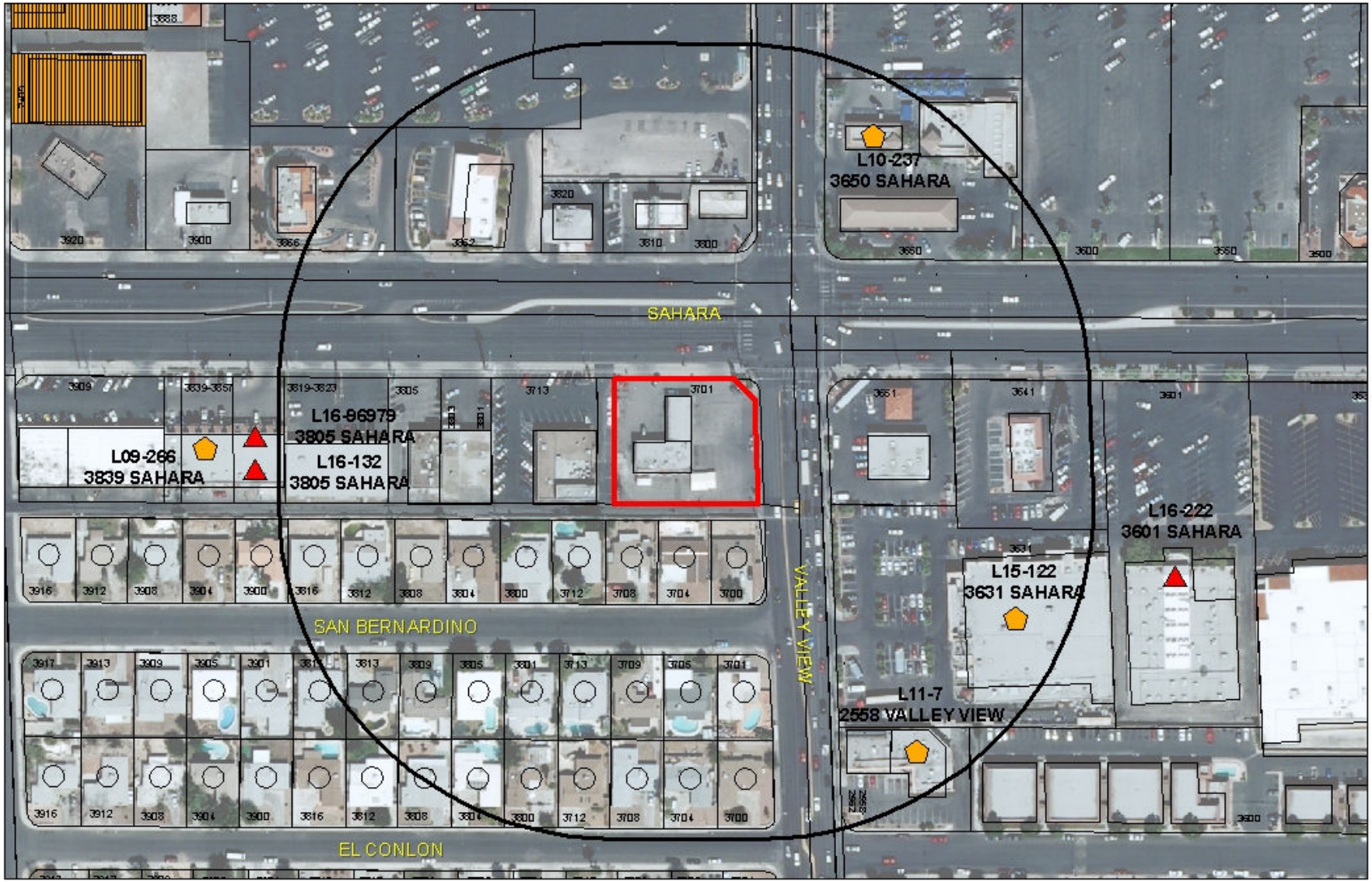
0 400 800 Feet

CASE: **SUP-34006**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-34006

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 OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler Off-Sale use, including parking requirements.

2. Approval of and conformance to the conditions for Variance (VAR-34008) and Site Development Plan Review (SDR-34010), 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. All beer and wine coolers shall remain in their original manufacturer's configuration of four or six-packs.

6. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. 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 to allow a Beer/Wine/Cooler Off-Sale Establishment at the southwest corner of Sahara Avenue and Valley View Boulevard. The proposed Beer/Wine/Cooler Off-Sale Establishment cannot be supported on the subject site, as the use cannot function without the approval of the Site Development Plan Review and Variance, which is too intense for the subject site as evidenced by the number of deviations from Title 19 requirements; therefore staff is recommending denial of the application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
03/11/65	The Planning Commission approved a Rezoning (Z-0018-65) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) and a Plot Plan Review [Z-0018-65(1) for a proposed Convenience Store with fuel pumps on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard.
06/03/97	The Board of Zoning Adjustment approved a Variance (V-0047-97) to allow an existing 65-foot tall non-conforming pole sign two feet from the front property line where five feet is the minimum required setback in a C-1 (Limited Commercial) district.
12/18/03	The Planning Commission approved a Site Development Plan Review (SDR-3321) for a 2,400 square-foot expansion of an existing Convenience Store with a Waiver of the perimeter and parking lot landscaping at 3701 W. Sahara Avenue. Staff recommended approval of the request.
08/03/07	A deed was recorded for a change of ownership at 3701 W. Sahara Avenue.
05/19/08	A Code Enforcement complaint (#65746) was processed for a structure built without permits at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 09/17/08.

08/21/08	A Code Enforcement complaint (#68941) was processed for a repair shop using paint and chemicals at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 08/22/08.
06/11/09	The Planning Commission recommended denial of companion item VAR-34008 and SDR-34010 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #22/bts).
Related Building Permits/Business Licenses	
1966	The County Assessor's Office indicates a construction date of 1966 for the building located at 3701 W. Sahara Avenue.
10/30/97	A Building Permit (#97022032) was issued to re-locate an existing pole sign at 3701 W. Sahara Avenue. The permit was finaled on 12/06/97.
10/08/07	A Business License (#C05-01515) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
10/08/07	A Business License (#G02-00779) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
02/14/08	A Business License (#R05-00573) was issued for a restaurant, take-out only at 3701 W. Sahara Avenue. The license is currently active.
04/10/08	A Business License (#C05-02600) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
04/10/08	A Business License (#C15-00361) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
07/30/08	A Business License (#C05-02627) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#S05-01046) was issued for a service station at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#C05-00366) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
08/06/08	A Business License (#A45-00533) was issued for auto detailing at 3701 W. Sahara Avenue. The license is currently active.
08/11/08	A Business License (#G02-00823) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license is currently active.
Pre-Application Meeting	
03/06/09	Staff met with the applicant and reviewed the requirements for a Site Development Plan Review, Variance and Special Use permit applications. • Waivers and exceptions of perimeter landscaping and building placement and orientation standards were also discussed. • Existing business licenses and building permits • Intended use and residential adjacency requirements
Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	

Field Check	
04/09/09	A field check was completed on the indicated date. An existing Auto Repair Garage, Minor with fuel pumps at 3701 W. Sahara Avenue was noted.

Details of Application Request	
Site Area	
Net Acres	0.58 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

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
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 19.10, 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	3,018 SF	1 space per 250 square feet of gfa	12	1	12	1	Y
TOTAL			13		13		Y
Loading Spaces			1		1		Y

ANALYSIS

This is a request for a proposed Special Use Permit for Beer/Wine/Cooler Off-Sale Establishment use within a proposed 3,018 square-foot Convenience Store with associated fuel pumps at the southwest corner of Sahara Avenue and Valley View Boulevard. The applicant indicates that they would like to see beer and wine as an additional item within their proposed Convenience Store.

The proposed Beer/Wine/Cooler Off-Sale Establishment requires the approval of a Special Use Permit within a C-1 (Limited Commercial) zoning district. No Waivers are needed as a part of this request. The proposed Beer/Wine/Cooler Off-Sale Establishment use is not appropriate at this location as staff cannot support the subject Site Development Plan Review (SDR-34010) and related Variance (VAR-34008).

- **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 has any of the aforementioned 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 distances 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 reasons in support of the decision.

5. The minimum distance requirements 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 requirement set forth in Requirement 1, which are otherwise non-waivable under the provisions of Section 19.04.050(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 or alcoholic beverages and each use to be protected are separated by a highway or a right-of-way with a width of a least 100 feet.

The proposed use meets the minimum requirements of a Beer/Wine/Cooler Off-Sale Establishment use, but the related Site Development Plan Review (SDR-34010) and Variance (VAR-34008) are not appropriate and are too intense for the subject site. Therefore, staff is recommending denial of the proposed Beer/Wine/Cooler Off-Sale Establishment, as the use cannot function without the approval of the Site Development Plan Review and Variance.

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 proposed Convenience Store use is not compatible or harmonious with adjacent protected residential properties to the south.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type of land use proposed, however it is not suitable for the intensity of the intended Convenience Store thereby making the proposed ancillary Beer/Wine/Cooler Off-Sale use unsuitable as well.

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 site access is provided from both Sahara Avenue and Valley View Boulevard. Sahara Avenue is indicated as a 100-foot Primary Arterial and Valley View Boulevard is indicated as an 80-foot Secondary Collector. Both are designated 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 subject establishment is subject to State of Nevada and City of Las Vegas inspections and would not compromise public health or safety.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The subject site complies with all applicable conditions pursuant to Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 8

SENATE DISTRICT 11

NOTICES MAILED 870 by City Clerk

APPROVALS 0

PROTESTS 10

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34006 APN: 162-07-512-010

Name of Property Owner: Pham Capital, LLC

Name of Applicant: American West Petroleum.

Name of Representative: Ken Ballard

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: THANH T PHAM

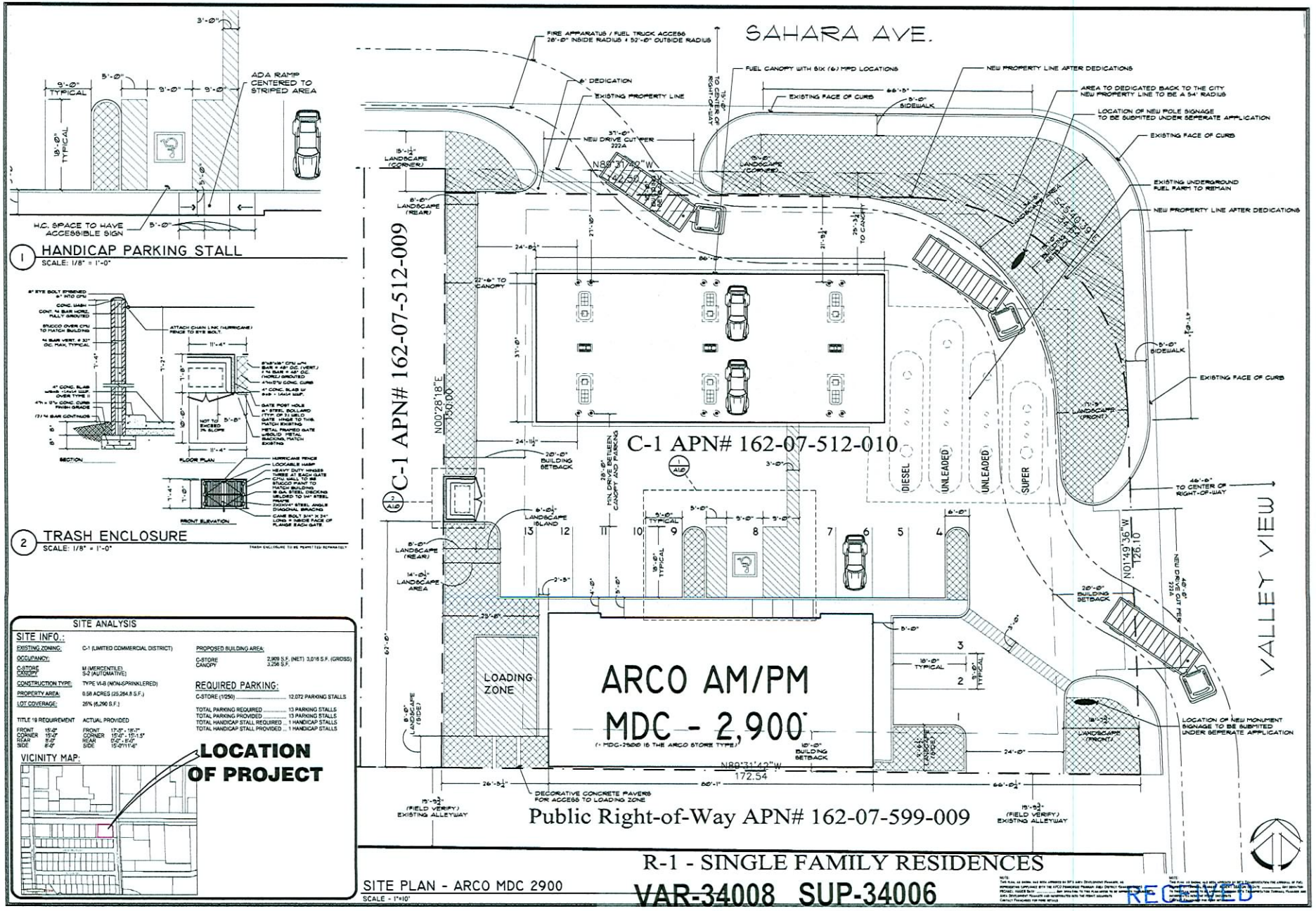
Subscribed and sworn before me

This 1 day of April, 2009

_____

Notary Public in and for said County and State

JENNIFER E. LEHR
Notary Public State of Nevada
No. 02-73181-1
My appt. exp. Feb. 1, 2010



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A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN
ARCO NT1
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2985-ARC_ENT	2.27.09
DRAWN BY: KAB	CHECKED BY: KAB

NO.	DATE	DESCRIPTION
1	4.9.08	STAFF COMMENT

DRAWING NO.: A1.0

INITIAL PROJECT PACKAGE SUBMITTAL

RECEIVED

VAR-34008 SUP-34006

SDR-34010 05/14/09 PC

REVISED

APR 09 2009

PLANT SCHEDULE

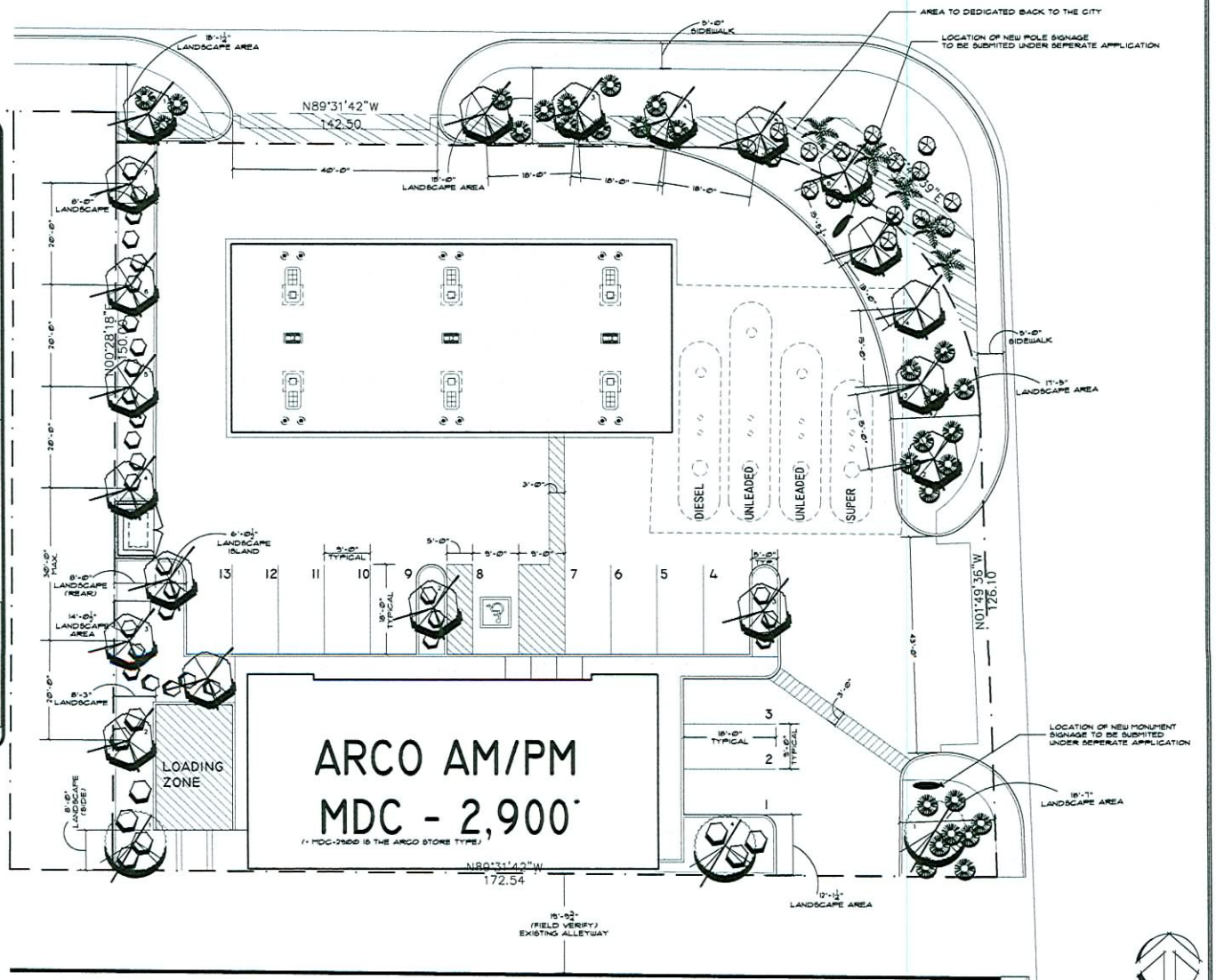
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	AUTUMN SAGE	5 GAL	17

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IG TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES SHOWING GENUS, SPECIES AND VARIETY, ETC.
4. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE 1/2" MINUS, COLOR PER CONSTRUCTION DOCUMENTS, 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE TO CONTAIN 40% FINES AND 60% AGGREGATE. CONTRACTOR TO RECEIVE VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY INSTALLATION.
6. ALL UTILITY BOXES EXCEEDING 27 CUBIC FEET IN SIZE SHALL MEET THE STANDARDS OF LVMC TITLE 19.2.040
7. THIS LANDSCAPE PLAN, AS SUBMITTED, IS ONLY TO SHOW INTENT OF COMPLYING WITH THE STANDARDS OF LVMC 19.12. A TECHNICAL LANDSCAP PLAN WILL BE SEALED BY A LISCENSED ARCHITECT/LANDSCAPE ARCHITECT AT THE TIME AN APPLICATION IS MADE FOR A BUILDING PERMIT.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS

	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINEAR FEET	5 TREES	6 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 168.76' *	1 TREE / 20 LINEAR FEET	9 TREES	9 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.62' *	1 TREE / 20 LINEAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINEAR FEET	5 TREES	7 TREES	YES
TOTAL		25 TREES	29 TREES	NO ***
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)		15 FEET	12.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)		8 FEET	0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)		15 FEET	15 FEET	YES
(REAR: WEST PROPERTY LINE)		8 FEET	8 FEET	YES **



LANDSCAPE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
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APR 09 2009

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ENCROACHMENT OF ANY OF THE ARCHITECTS RIGHTS, ALL UNAUTHORIZED USE OF, OR ENCROACHMENT ON AND/OR MODIFICATIONS TO, ARCHITECTS WORK SHALL RESULT IN IMMEDIATE LEGAL ACTION.

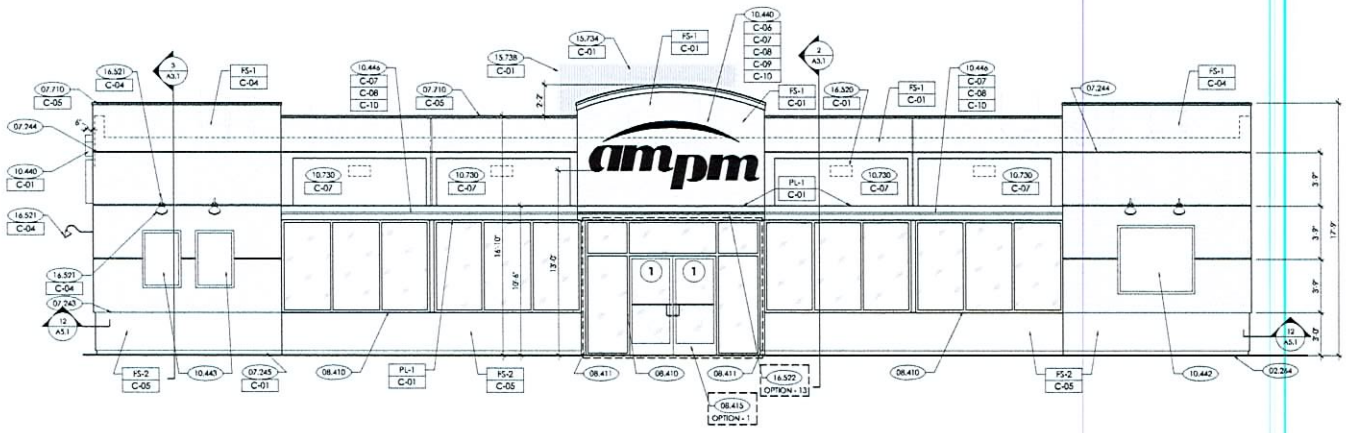
LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

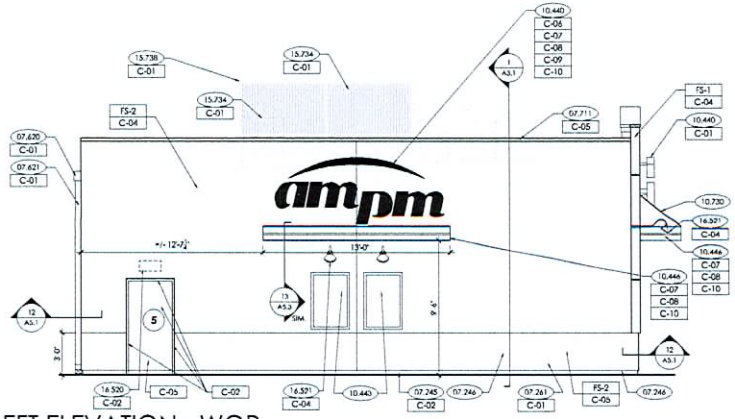
PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

No.	DATE	DESCRIPTION
1	4.9.09	STAFF COMMENTS

DRAWING NO.:
LI.0



1 FRONT ELEVATION - WOR
1/4"=1'-0"



2 LEFT ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE.
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS.

KEYED NOTES:

02.264 GRADE. REFER TO CIVIL PLAN
07.243 TERMINATION REFER TO DETAIL **13/A5.1**
07.244 1" REVEAL IN FINISH REFER DETAIL **10/A5.1**
07.245 4" BREAK METAL BASE. SEE DETAIL **11/A5.1**
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER. REFER TO DETAIL **6/A5.1**
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING, REFER TO DETAIL **1/A5.1**
07.711 SHOP FORMED PREFINISHED METAL COPING CAP. REFER TO **2/A5.1**
08.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM. REFER TO **A5.3** & SPEC.
08.411 ALUMINUM CLADDING (OMIT @ SIM.)
08.413 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS. REFER TO DETAIL **1/A5.4**
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.442 64"Wx54"H POP POSTER, BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - 4609-0000, REFER TO SHEET **4/A3.2**
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL **9/A5.2**
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL 9/A5.2
16.520 EXTERIOR LIGHT. REFER TO LIGHTING PLAN SHEET E1.3
16.521 GOOSENECK LIGHTING FIXTURE
16.522 OPTION 13 - LED LIGHT TUBE, SURFACE MOUNTED TO FACE OF ACM PANEL

EXTERIOR FINISHES:

PL-1	ALUMINUM ACM PANEL
FS-1	EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2	DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01	COLOR: BP PEARL - RAL 1013 ICI #AD083 "INDIAN LEGEND"
C-02	COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04	COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
C-05	COLOR: ampm DARK TAN ICI #A1761, "ONIONSKIN TAN"
C-06	COLOR: ampm YELLOW PMS 116C
C-07	COLOR: SUNBRELLA ORANGE #4609-0000
C-08	COLOR: ampm RED PMS 032C
C-09	COLOR: ampm PURPLE PANTONE PURPLE
C-10	COLOR: ampm BLUE PMS 072C
C-11	COLOR: BP HIGH HIDING WHITE ICI BP HIGH HIDING WHITE (CUSTOM)
C-12	COLOR: ARCO BLUE PMS 298
C-13	COLOR: ARCO LIGHT BLUE PMS 2935
C-14	COLOR: OMEGA YELLOW ICI #A0775

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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MAR 31 2009

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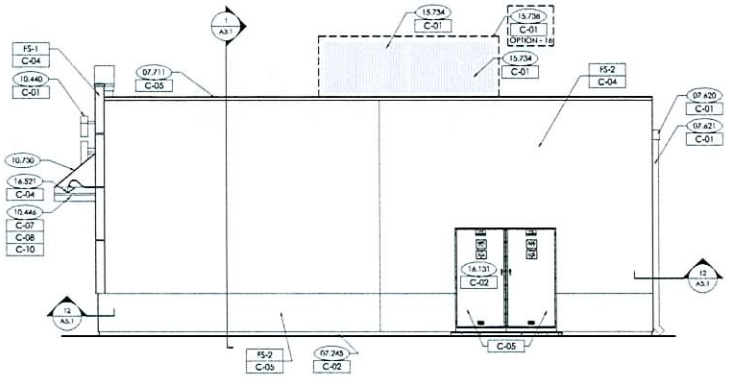
PROJECT TITLE:
FRONT & LEFT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
CLIENT
OWNER'S NAME
CITY OF LAS VEGAS

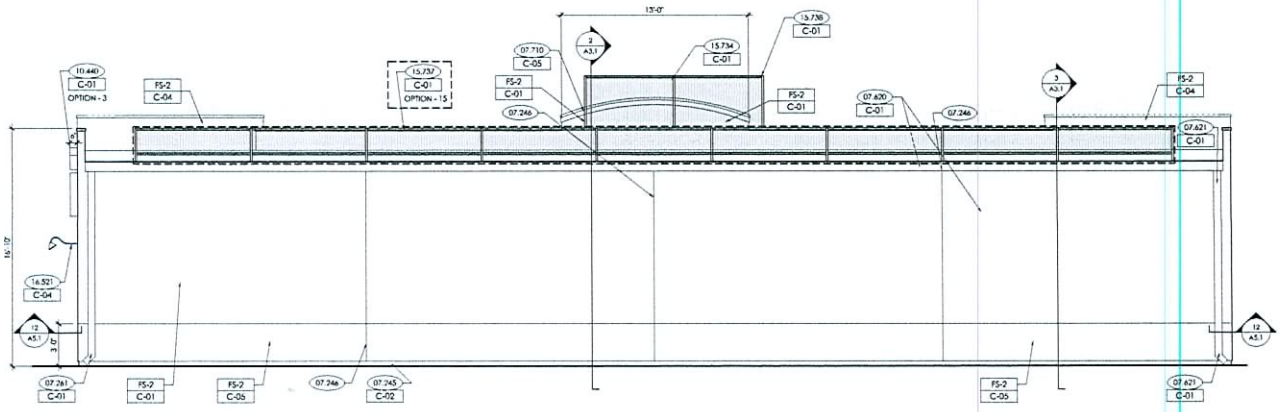
PROJECT NO.: 2905-ARC_PAT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO.	DATE	DESCRIPTION

DRAWING NO.:
A2.1
ENTITLEMENT PACKAGE SUBMITTAL



1 RIGHT ELEVATION - WOR
1/4"=1'-0"



2 REAR ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE.
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS.

KEYED NOTES:

02.264 GRADE, REFER TO CIVIL PLAN
03.480 STEEL BOLLARD, REFER TO DETAIL **1/S2.1**
07.243 TERMINATION REFER TO DETAIL **13/A5.1**
07.244 1" REVEAL IN FINISH REFER DETAIL **10/A5.1**
07.245 4" BREAK METAL BASE, SEE DETAIL **11/A5.1**
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER, REFER TO DETAIL **6/A5.1**
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING, REFER TO DETAIL **1/A5.1**
07.711 SHOP FORMED PREFINISHED METAL COPING CAP, REFER TO **2/A5.1**
08.415 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS, REFER TO DITAIL **1/A5.4**
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL **9/A5.2**
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL **9/A5.2**
16.131 ELECTRICAL CABINETS, REFER TO SHEET **E1.2**
16.520 EXTERIOR LIGHT, REFER TO LIGHTING PLAN SHEET **E1.3**
16.521 GOOSENECK LIGHTING FIXTURES

EXTERIOR FINISHES:

PL-1	ALUMINUM ACM PANEL
FS-1	EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2	DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01	COLOR: BP PEARL - RAL 1013 ICI #A0083 "INDIAN LEGEND"
C-02	COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04	COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
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C-12	COLOR: ARCO BLUE PMS 288
C-13	COLOR: ARCO LIGHT BLUE PMS 2935
C-14	COLOR: OMEGA YELLOW ICI #A0775

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REAR & RIGHT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

PROJECT NO.: PMS-ARC_PNT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO	DATE	DESCRIPTION

DRAWING NO.: A2.2
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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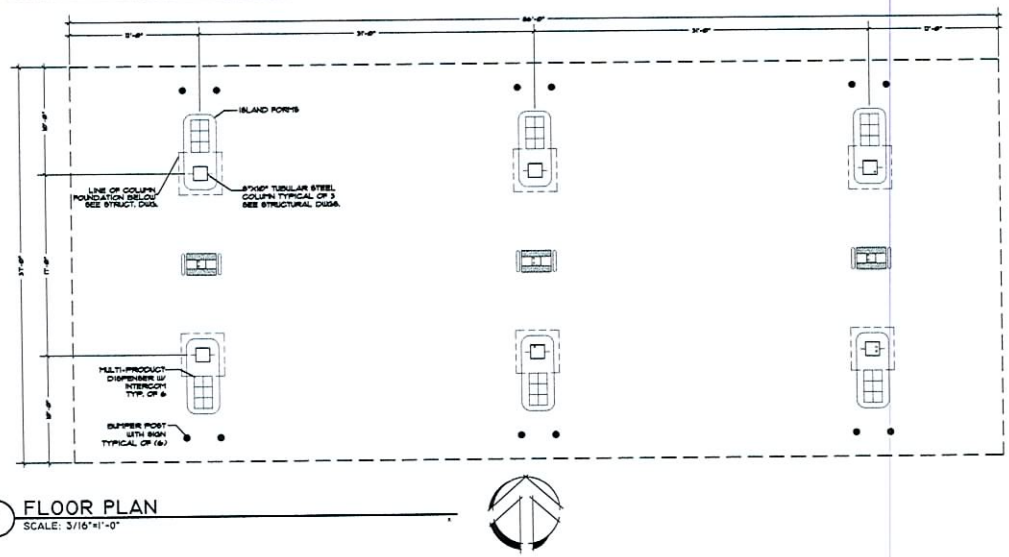
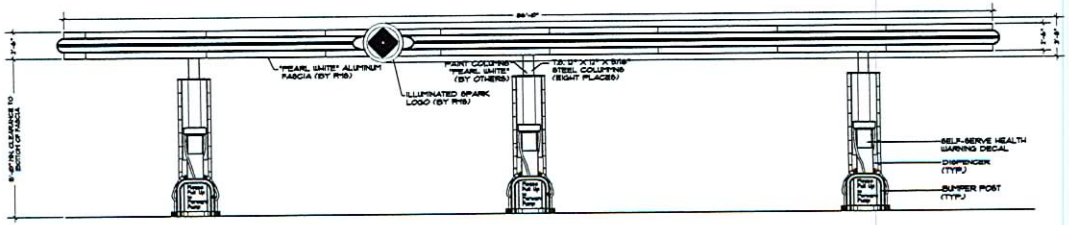
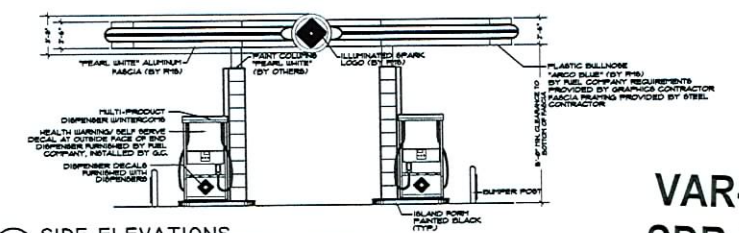


1 FLOOR PLAN
SCALE: 3/16"=1'-0"



2 FRONT/REAR ELEVATION
SCALE: 3/16"=1'-0"



3 SIDE ELEVATIONS
SCALE: 3/16"=1'-0"

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SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2582
A Professional Corporation

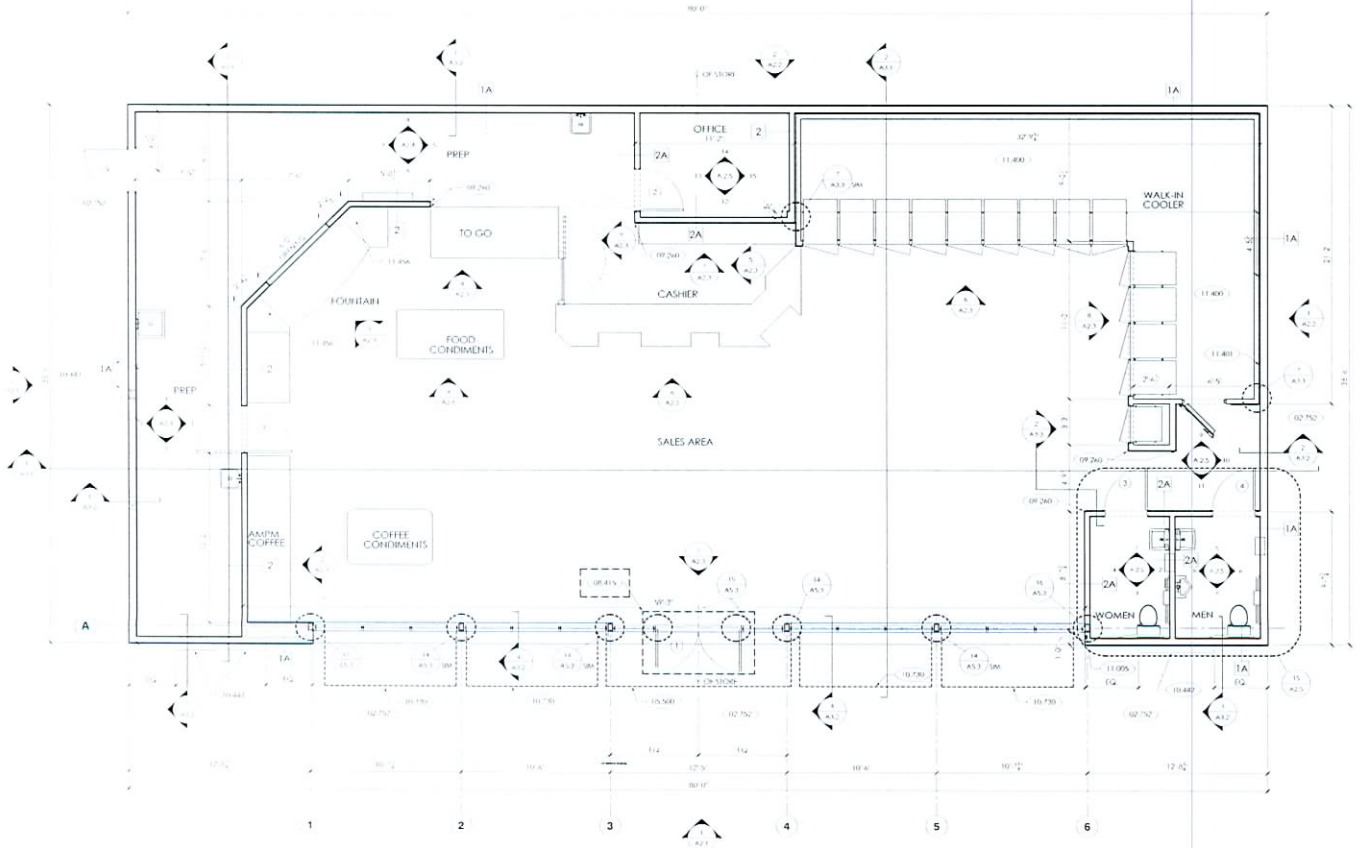
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NAME: CANOPY FLOOR PLAN AND ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NO. 2005-ARC_ENT
DATE 2.27.09
DRAWN BY KAR
CHECKED BY KAR
NO. DATE DESCRIPTION

DRAWING NO.: CAI.0



1 CONSTRUCTION FLOOR PLAN
1/4"=1'-0"

GENERAL NOTES:

A. DIMENSION LINES ARE FROM FACE OF FRAMING OR FOUNDATION UNLESS NOTED OTHERWISE
B. FACE OF FRAMING ON EXTERIOR WALL IS SAME AS OUTSIDE FACE OF FOUNDATION WALL.
C. METAL STUDS MAY BE USED IN PLACE OF WOOD STUDS. PLAN DIMENSIONS ARE BASED ON WOOD STUDS.
D. MOISTURE RESISTANT GYPSUM TO BE USED IN TOILET ROOMS, BEHIND MOP SINK AND ADJACENT TO COOLERS. FOR SPECIFIC SUBSTRATE REQUIREMENTS, REFER TO INTERIOR ELEVATIONS.
E. PROVIDE BLOCKING AS REQ'D FOR ALL EQUIPMENT AND ACCESSORIES.
F. PROVIDE CLEAR SILICONE SEALANT FOR ALL WALL TRANSITIONS.
G. REFER TO DETAILS **3 & 4/A3.3** FOR ATTACHMENT OF ALL WALLS TO STRUCTURE ABOVE.
H. FOR FLOORING LAYOUT REFER TO SHEET **A1.2**
I. FOR CEILING LAYOUT REFER TO SHEET **A1.3**
J. FOR FINISH MATERIAL REFER TO INTERIOR ELEVATIONS SHEETS **A2.3**, **A2.4** AND **A2.5**
K. FOR INTERIOR GRAPHIC ELEVATIONS REFER TO SHEET **A2.6**
L. FOR DOOR AND WINDOW DETAILS REFER TO SHEET **A5.3**
M. FOR EQUIPMENT PLAN REFER TO SHEET **Q1.1**
N. FOR EQUIPMENT SCHEDULE REFER TO SHEET **Q2.1**
O. ALL MATERIALS AND APPLICATION TO MEET OR EXCEED LOCAL OR STATE REQUIREMENTS
P. FOR DOOR SCHEDULE & ELEVATIONS REFER TO SHEET **A5.3**

KEYED NOTES:

02.752 SLOPE SIDEWALK AWAY FROM DOOR/BUILDING 2' FOOT
03.480 STEEL BOLLARD, REFER TO DETAIL **1/S2.1**
05.500 CANOPY ABOVE
03.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, REFER TO **A5.3** & SPEC.
08.415 OPTION 1 - AUTOMATIC REPARTING ENTRANCE DOORS
09.260 CLEAR PLASTIC CORNER GUARDS
10.442 44"W x 54"H POP POSTER, BY SIGNAGE CONTRACTOR
10.443 32"W x 48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - 4609 0000 REFER TO SHEET **4/A3.2**
11.005 RECESSED FNOX BOX, INSTALL PER MANUFACTURERS SPECIFICATIONS
11.400 FOR COOLER AND FREEZER INFORMATION AND DIMENSIONS REFER TO SHEET **Q1.2**
11.401 MAINTAIN MINIMUM 1" AIR GAP BEHIND COOLERS AND FREEZERS ADJACENT TO WALLS. CLOSE SPACE AT ENDS WITH 2"x2" ALUMINUM ANGLE.
11.456 PROVIDE FILLER COUNTER AND MILLWORK TOP GAP WITH FINISHES TO MATCH

WALL LEGEND

	WOOD FRAMED WALL
1A	2x4 STUDS = 16" O.C. W/ THERMAL INSULATION
2	2x4 STUDS = 16" O.C.
2A	2x4 STUDS = 16" O.C. W/ SOUND BATT INSULATION
	INSULATED WALL
	PREFABRICATED COOLER UNIT

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NOT FOR CONSTRUCTION

CONSTRUCTION FLOOR PLAN
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

A1.1

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SDR-34010 05/14/09 PC

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SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

RUTAR

April 9, 2009

City of Las Vegas
Planning & Development
Current Planning Department
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Design Review
Justification Letter for (revised)
3701 Sahara (Sahara/Valley View)
APN # 162-07-512-010
SUP-34006, VAR-34008 & SDR-34010

To Whom It May Concern:

Suzana Rutar, Architect (SRA) is pleased to present this justification letter for the above referenced property. The above referenced property is zoned C-1 and has a General Plan designation of Service Commercial (SC). We are proposing to demolish the existing convenience store and fuel canopy and construct a convenience store (Arco AM/PM – gross floor area (gfa) is 3,018 S.F.), as well as a fuel canopy consisting of 6 MPD stations. The convenience store is the new MDC 2900 Arco Standard store that will be the first in the Las Vegas valley area, the fuel canopy, also an Arco Standard, will be 17'-6" in height and will have a clearance of 15'-0".

We respectfully request a waiver for the orientation of the building on the site. Per 19.08.050.D.2.e.i, *"Buildings on corner lots should be oriented to the corner and to the street fronts... unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible..."* We request that the Convenience Store and fuel canopy be oriented as shown on the site plan, as we feel that we have substantially demonstrated and convincingly shown that this site plan was developed utilizing the existing underground fuel farm. Multiple building orientations were considered with the re-use of the underground fuel farm prior to developing the site plan proposed; however, these did not allow for proper site circulation, parking, fire apparatus circulation, etc. The proposed development incorporates a design that re-uses the existing underground fuel farm as well as providing adequate site circulation, parking, fire apparatus circulation, etc. Orienting the building on the corner is neither feasible nor responsible to the location and existing infrastructure required to operate this facility.

We respectfully request a Variance to reduce the setback at the South side yard from 10'-0" to a 0'-0" setback. The property directly to the West appears to be part of the same sub-division with alley way access and parallel parking directly abutting the common West property line. The property directly to the South appears to be an existing alley way, Public Right-of-Way, between the subject site and the R-1 residential properties to the South of the alley way. An ALTA Survey completed in late March '09 indicates that the distance from the subject site's property line and the R-1 masonry wall on the South side of the alley way is 19'-9 ¾" (actual width of Public Right-of-Way is 20'-0"). After examining the site and the traffic flow requirements of the City of Las Vegas and Arco, SRA believes placing the store on the South property line, with a zero

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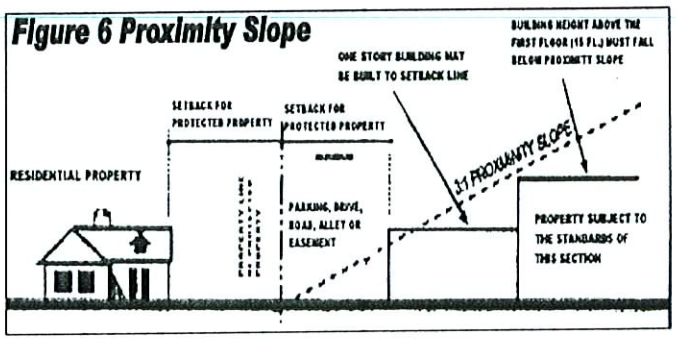
setback, is the only solution that enables our client to responsibly enhance and redevelop this corner.

We also would like to request a waiver for the reduction of the Residential Proximity Slope requirement of a 3:1 setback ratio, per the City of Las Vegas Title 19 Development Code Section 19.08.060.B.5. SRA believes that not only the intent of the 3:1 ratio (to ensure natural light to neighboring properties ('protected property') is not impeded) is being meet and the residential properties to the South are not being denied access to natural light. Also the 20'-0" Public Right-of-Way meets the intent of Figure 6 Proximity Slope per 19.08.060 (*"one story building may be built to setback line"* – proposed building is a one story building with a roof line/height at the rear of the building of 14'6"). Although the proposed building is on the property line (VAR-34008) the Public Right-of-Way is essentially providing twice the width of the *"setback line"*. Please see the attached Residential Proximity Slope Massing Exhibits indicating the sun pattern relevant to the development of this site and the surrounding properties.



The landscape design is per City of Las Vegas Title 19 Development Code Section 19.12, except where we are requesting a variance (VAR-34006) for the building setback at the South property line directly adjacent to an existing alley way. Because of this we are requesting an exception for the number of required trees to be reduced at the South property line buffer. SRA feel that the Parking Landscape design meets and exceeds the intent of Chapter 19.10.010.L.11, *"...at a ratio of one landscape island for every six parking spaces, ..."* The configuration of the required parking is not continuous but the intent of one landscape island for every six parking spaces is meet. Twelve parking spaces are required/provided and *"...at a ratio of one landscape island for every six parking spaces, ..."* the design provides two landscape islands parallel to the parking spaces, a ratio of 1:6 as required. We would also like to request a landscape waiver; *if required*, to reduce the landscape along the rear of the C-Store where we are requesting the Variance to reduce the setback. Please note that this site has an abundance of landscape coverage, so much that the provided landscape coverage exceeds, 3.5% more, what would be required if no waiver, *if required* would be requested. Please also note that additional trees are incorporated into the landscape design at the intersection.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINERAR FEET	5 TREES	8 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 148.54' *	1 TREE / 30 LINERAR FEET	5 TREES	0 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.82' *	1 TREE / 20 LINERAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINERAR FEET	5 TREES	7 TREES	YES
TOTAL		21 TREES	24 TREES	NO *** *
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)	15 FEET		17.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)	8 FEET		0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)	15 FEET		15 FEET	YES
(REAR: WEST PROPERTY LINE)	8 FEET		8 FEET	YES **

* DENOTES LENGTH OF PROPERTY LINE
EAST - 123.10' + 14.32' - 43.00' = 94.42'
SOUTH - 172.54' - 24.00' = 148.54'
NORTH - 142.50' + 17.32 - 40.00' = 119.82'
WEST - 150.0' = 150.00'
CORNER - 34.64' (ADD HALF TO NORTH & EAST)
DRIVE CUT ON SAHARA - 40.0'
DRIVE CUT AT VALLEY VIEW - 43.0'
DRIVE PAN AT ALLEY WAY - 24.0'
** WITH THE 10.00' RIGHT HAND TURN LANE AND REDUCED PROPERTY LINES THE REQUIRED AMOUNT OF TREES WILL REMAIN UNCHANGED.
*** SIDE YARD TREE REQUIREMENT NOT MEET DUE TO BUILDING PLACEMENT AND VARIANCE REQUEST. ADDITIONAL TREES HAVE BEEN LOCATED ELSEWHERE ON THE SITE TO COMPENSATE FOR THE NUMBER OF TREES.
* MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXECPT WHERE BUILDING IS LOCATED.
** MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXCEPT WHERE TRASH ENCLOSURE IS PROVIDED.

1050 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

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Parking is provided in accordance to the Development Code 19.10.E.2 and 19.10 table 1 (Retail, Personal, Commercial & Business Services and Auto-Related) Convenience Store - 1/250 sf of gfa providing 13 parking stalls including the required Handicap accessible stall located in front of the entrance of the Convenience Store.

Additionally we are requesting a Special Use Permit for this site:

1. For the on-site sales of beer/wine in conjunction with the Convenience Store. Recently this site has been allowed to operate with the sales of beer/wine under a Non-Conforming Conforming Use. However, Non-Conforming Conforming Use may expire during the 180 day permitted window. Also this site being a Nonconforming use of a Conforming Building, to meet the requirements for "expansion of use", per development code section 19.16.030.B the following must be met:
    a. Will not increase the size or extent of the use by more than 50%
    b. Will not require a Variance or Waiver regarding any other provision of Title19, including those that pertain to parking, landscape and residential adjacency requirements.

Our increase is less that the 50%, but the before mentioned setback reduction (Variance) requires us to request the SUP and secure this site as a Conforming Use.

We feel that revitalizing the site with a new Convenience Store and Fuel Canopy will enhance the character of the site and surrounding area. We also feel the proposed removal of the two access points nearest the intersection of Sahara and Valley View (directly adjacent to the intersection) along with the relocation of the other two access points further South and West of the intersection will enhance vehicular mobility of the intersection.

Thank you for your consideration of this request. If you have any questions or if you require additional information, please call me at 263-6176.

Sincerely,

Kenneth A. Ballard, Associate AIA
Project Manager

1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

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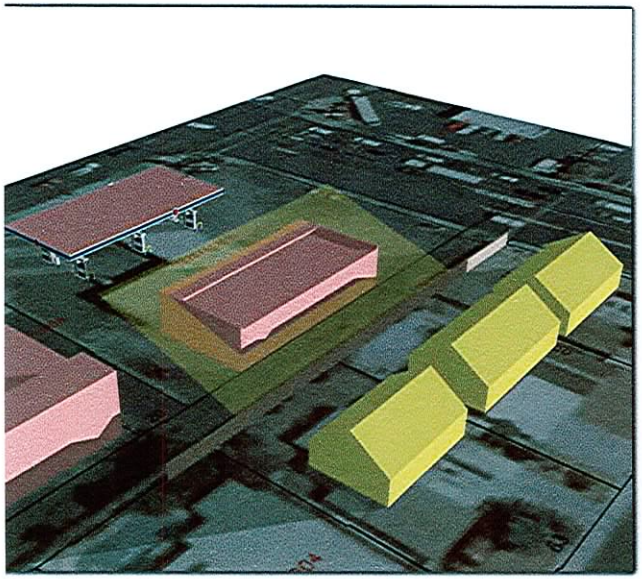
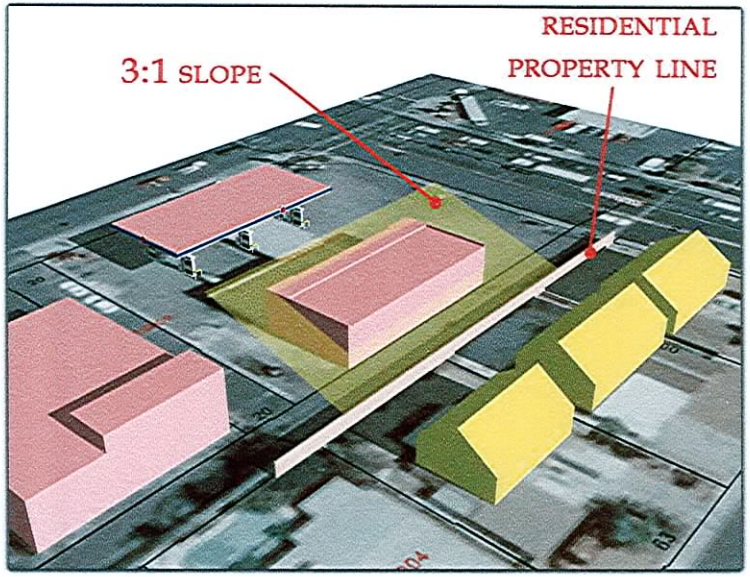


DECEMBER 21, 8:00 AM



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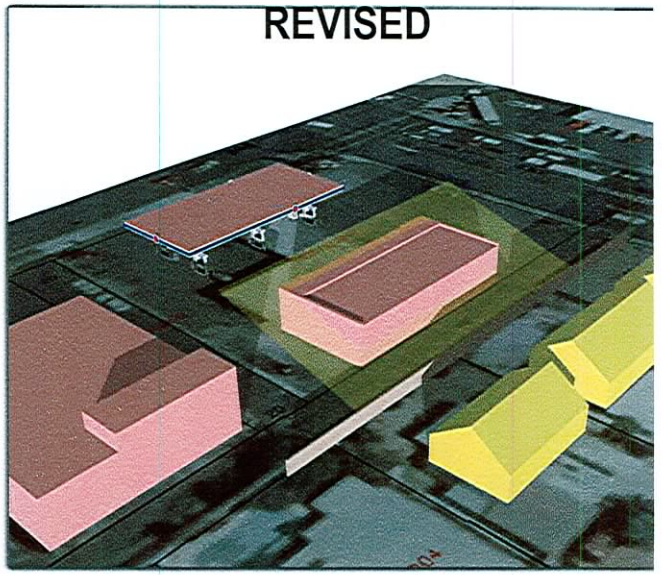

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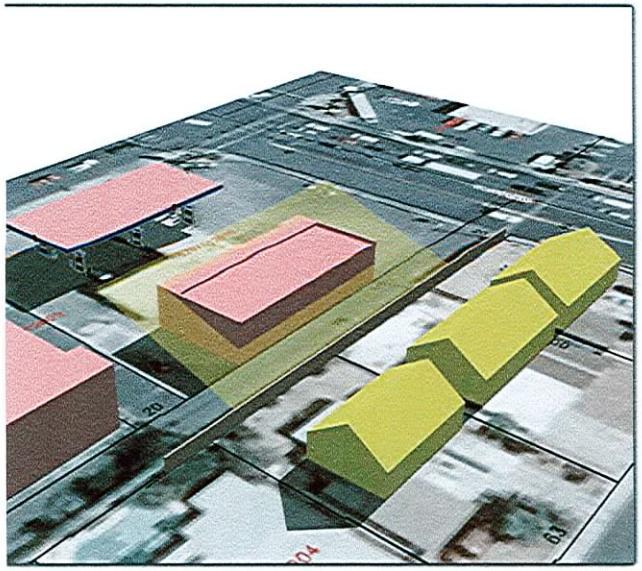
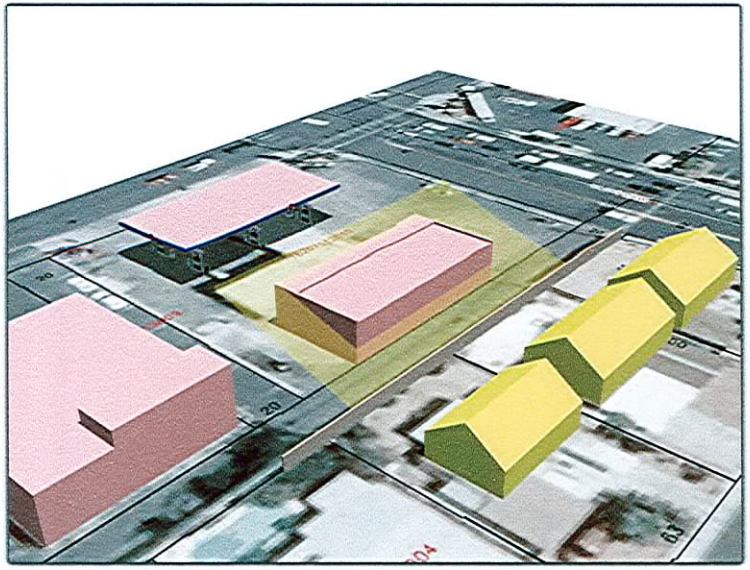


JUNE 21, 8:00 AM



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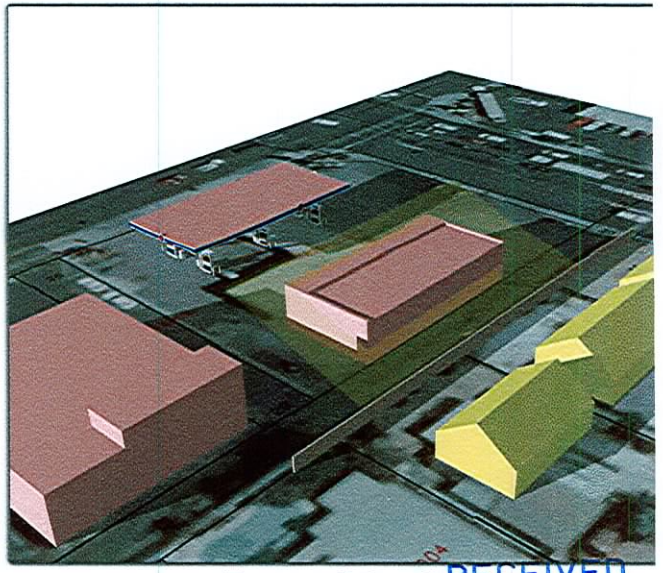

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RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

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2009 JUL -6 A 8:21

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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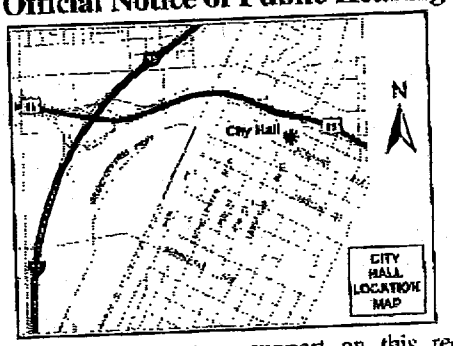

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

STEWART SANDRA
3809 FAIRWAY CIR
LAS VEGAS NV 89108-1106

APN#16207516003

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

EAUDF11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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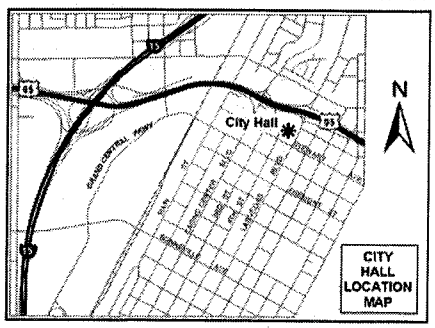

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

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WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

APN#16206811043

EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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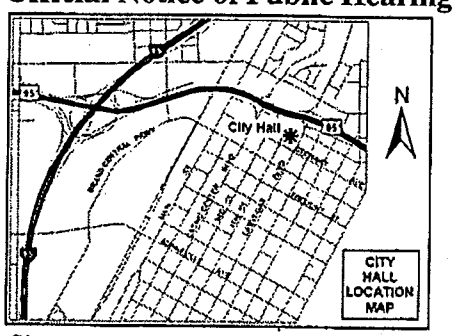

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☐ I SUPPORT this Request ■ I OPPOSE this Request

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VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

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CITY CLERK

PAT/JOE Occupant
VAR-34008&SUP-34006
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 44
Las Vegas, Nevada 89102

EAVDP11 89102

07-07-09:05:30AM:

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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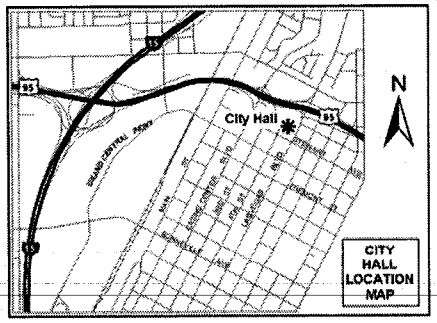

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

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VAR-34008&SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 230
Las Vegas, Nevada 89102

EAVOP11 89102

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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MAY 05 2009

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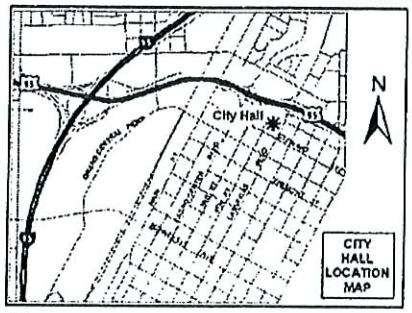
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

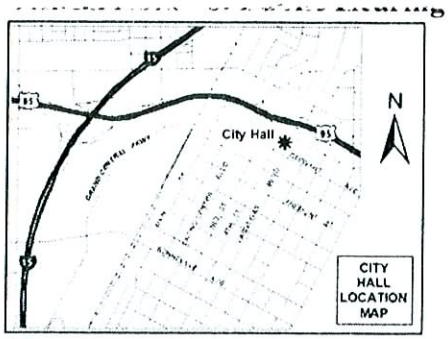
VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

PAT

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevar
Las Vegas, Nevada 89102

8910285991 C017

28 P



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☒ I OPPOSE this Request

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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

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MAY 06 2009

Case: VAR-34008

16207516012
PAULUS EVERETT T & BARBARA A
2612 SONORA ST
LAS VEGAS NV 89102-5912

28P

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 MAY 01 2009
MAILED FROM ZIPCODE 89101

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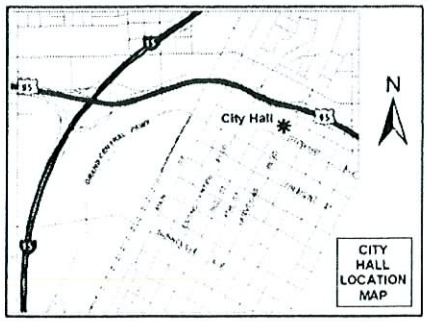
Official Notice of Public Hearing



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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

89102E5950 C017

28 P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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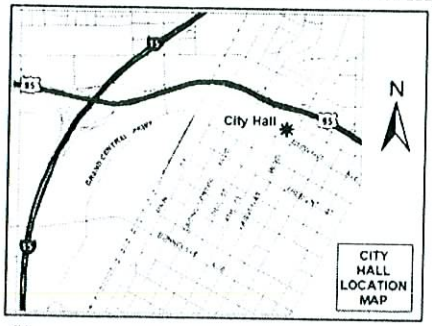

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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

Case: VAR-34008

16207612024
FAULKNOR [redacted] MARY
2125 PLAZA DEL PADRE
LAS VEGAS NV 89102-3917

89102$3917 C029

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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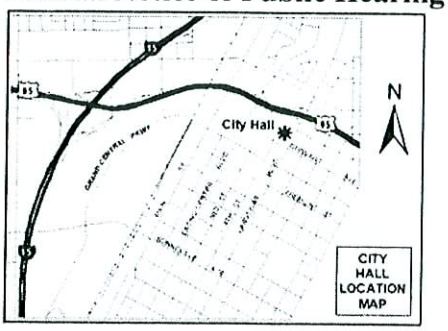

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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

Case: VAR-34008
16207613026
FOYT ELIZABETH ANN
2851 S VALLEY VIEW BLVD #1143
LAS VEGAS NV 89102-0143

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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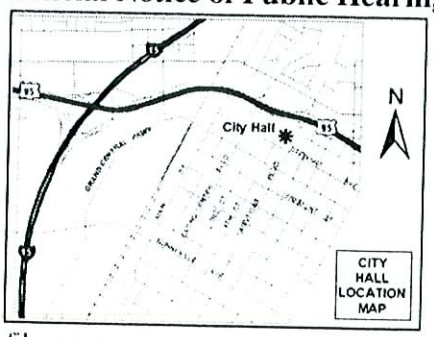

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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

Case: VAR-34008

16207613046
FOYT ELIZABETH ANN
2851 S VALLEY VIEW #1143
LAS VEGAS NV 89102-0143

28 P

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MAY 07 2009

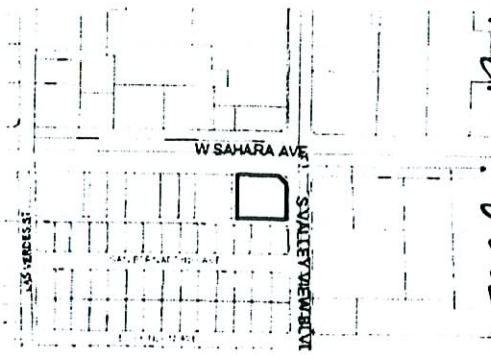
Application Information

VAR-34008 - VARIANCE - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 20 FEET WHERE 57 FEET IS REQUIRED on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

SUP-34006 - SPECIAL USE PERMIT RELATED TO VAR-34008 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

I oppose! Valley View & West Sahara is already a deadly congested Intersection. Medians

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 14, 2009*
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. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Should be repainted Sahara Valley Intersection medians

The medians & concrete road dividers need to be re-painted Bright Yellow — You cannot see them at night. The whole city should

I offer my deep appreciation to Mrs Tarkanian in her very conscientious efforts to put the residents of nature give them a chance to respond!

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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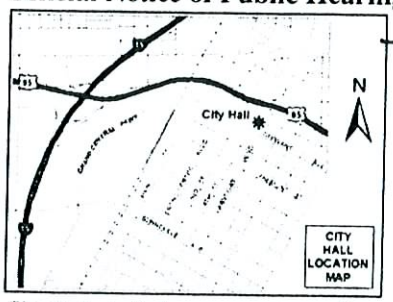

Sahara & Valley View is a very central part of the city — It (the area) should be commercially up & coming — But due to so many variances — It's unsightly! There are too many Pay Day Cash stores!! Too many disgusting massage parlors!! many pawn shops!! It's (this city) is embarrassing when family members come to visit

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Case: VAR-34008

16207515015
COLLETTE CAROLYN
2620 ARENAS ST
LAS VEGAS NV 89102-0603

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

Too-o

These houses on Sandrino already have practically no residential back yard space — they are jutted right up to alleyways and commercial dirty back small lots — If you drive down that alleyway you'll see it first

2BP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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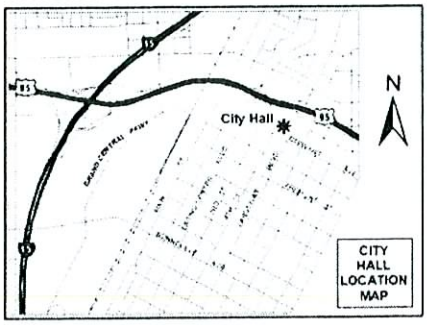

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VAR-34008 & SUP-34006

Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 07 2009

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 261
Las Vegas, Nevada 89102

8910285944 C017

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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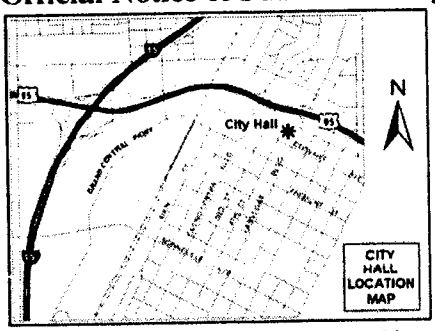

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☒ I OPPOSE this Request

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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

Case: VAR-34008
16207513038
VAZQUEZ PROVIDENCIA & ANGEL
2525 AMARILLO ST
LAS VEGAS NV 89102-5714

Submitted after final agenda

Date 5/12/09 Item 28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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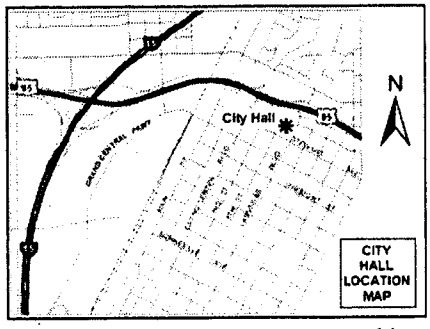

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VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

Case: VAR-34008
16206810106
CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

Submitted after final agenda
Date 5/12/09 Item 28 P

City of Las Vegas Agenda Item No.: **107.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

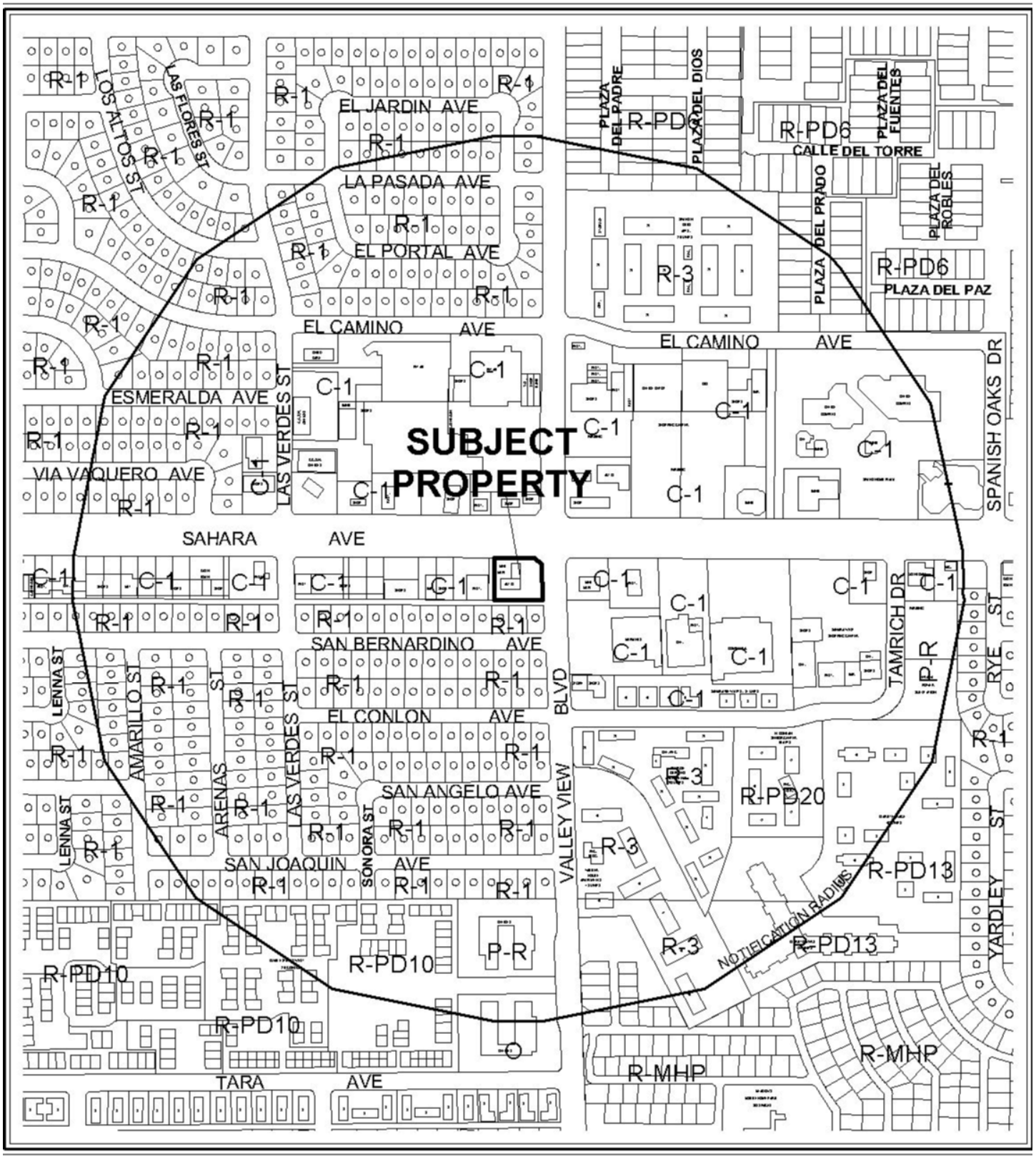
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-34010 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-34008 AND SUP-34006 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,018 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON A PORTION OF THE SOUTH AND WEST PERIMETER WHERE EIGHT FEET IS THE MINIMUM REQUIRED AND TO ALLOW A WAIVER OF THE BUILDING PLACEMENT AND ORIENTATION STANDARDS on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**2**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend DENIAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 23



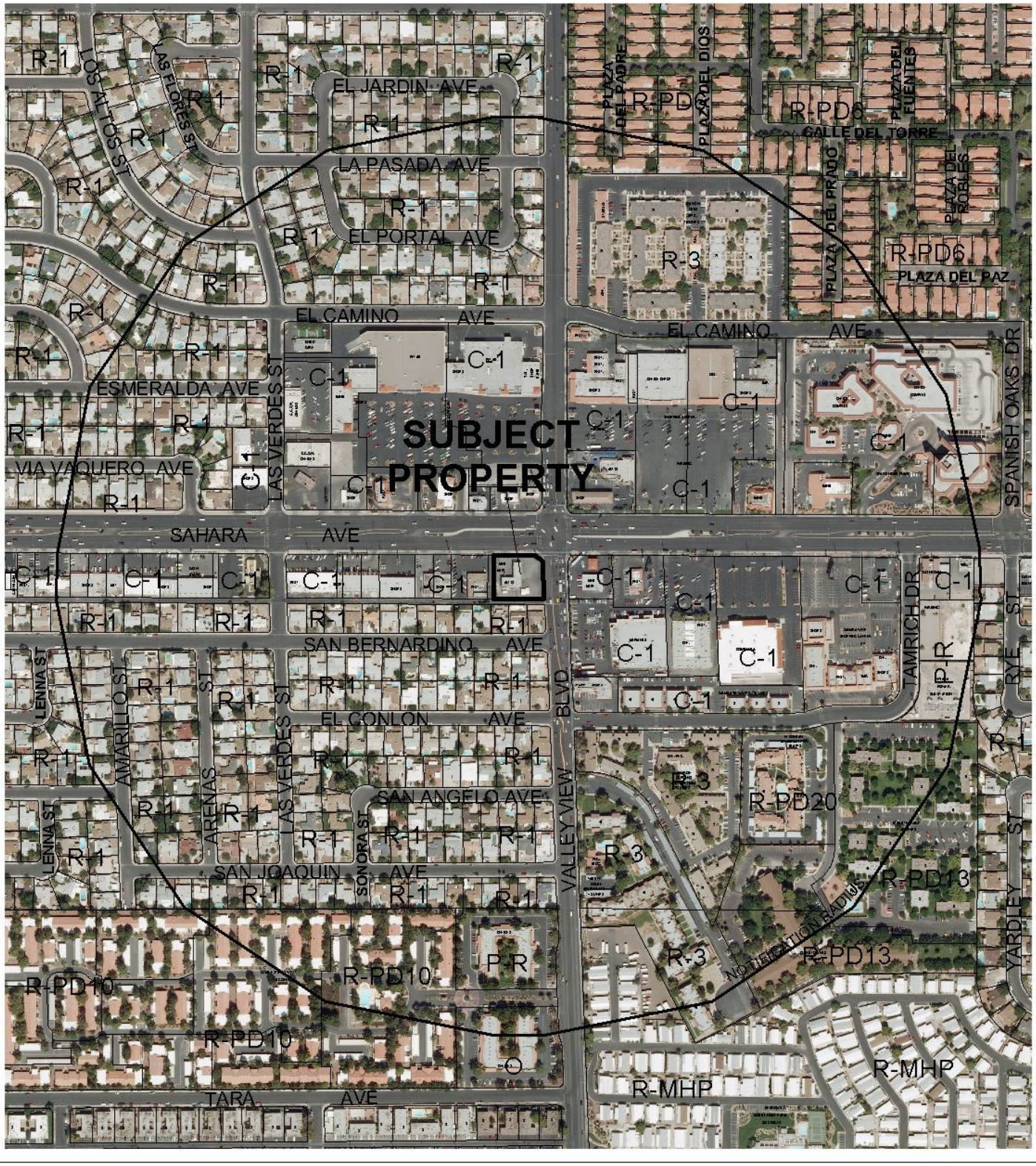
0 400 800 Feet

CASE: **SDR-34010**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: **SDR-34010**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-34010 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-34006) and Variance (VAR-34008), 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 and landscape plan date stamped 04/09/09 and building elevations date stamped 03/31/09, except as amended by conditions herein.

4. A Waiver from Title 19.18.050 Commercial and Industrial District Development Standards to allow no Building Placement and Orientation Standards where buildings on corner lots are to be oriented to the corner and to the street fronts is hereby approved.

5. A Waiver from Title 19.12 Landscape and Buffer Standards to allow a zero-foot landscape buffer on a portion of the south and west perimeter where eight feet is the minimum required is hereby approved.

6. No signage is permitted as a part of the subject application; a building permit is required for all signage, if approved.

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.

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. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. 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).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. 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.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Dedicate an additional six feet of right-of-way for a total half-street width of 81 feet on Sahara Avenue adjacent to this site prior to the issuance of any permits. Relocation of existing curb line on Sahara Avenue is not required at this time.

16. Dedicate an additional 31.5 feet of right-of-way for a total radius of 54 feet on the southwest corner of Sahara Avenue and Valley View Boulevard prior to the issuance of any permits. This condition shall be modified if the applicant submits information acceptable to Staff that shows a portion of any existing private signage or building is located on or over the area being requested for dedication.

17. Remove all substandard public street and alley 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.

18. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.

19. Landscape and maintain all unimproved rights-of-way on Sahara Avenue and Valley View Boulevard adjacent to this site.

20. As appropriate, submit an Encroachment Agreement to the City of Las Vegas and/or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Valley View Boulevard and Sahara Avenue public rights of way adjacent to this site prior to the issuance of any permits.

21. All 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.

22. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The application is request for a new Convenience Store with fuel pumps. The existing Convenience store with fuel pumps is proposed to be demolished. The applicant intends to place the Convenience Store along the southern property line, which in turn results in deviations from required setback and residential adjacency standards, as well as a Waiver of required landscaping. In the site's current configuration, staff cannot support this application as the proposed deviations from standards will result in a development that will have a negative impact upon the surrounding residential development. An alternate site design would facilitate the elimination of Title 19 deviations and Waivers and thereby create a development that would be compatible and harmonious with the surrounding area.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/11/65	The Planning Commission approved a Rezoning (Z-0018-65) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) and a Plot Plan Review [Z-0018-65(1) for a proposed Convenience Store with fuel pumps on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard.
06/03/97	The Board of Zoning Adjustment approved a Variance (V-0047-97) to allow an existing 65-foot tall non-conforming pole sign two feet from the front property line where five feet is the minimum required setback in a C-1 (Limited Commercial) district.
12/18/03	The Planning Commission approved a Site Development Plan Review (SDR-3321) for a 2,400 square-foot expansion of an existing Convenience Store with a Waiver of the perimeter and parking lot landscaping at 3701 W. Sahara Avenue. Staff recommended approval of the request.
08/03/07	A deed was recorded for a change of ownership at 3701 W. Sahara Avenue.
05/19/08	A Code Enforcement complaint (#65746) was processed for a structure built without permits at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 09/17/08.
08/21/08	A Code Enforcement complaint (#68941) was processed for a repair shop using paint and chemicals at 3701 W. Sahara Avenue. The issue was closed by Code Enforcement on 08/22/08.

06/11/09	The Planning Commission recommended denial of companion item VAR-34008 and SUP-34006 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #23/bts).
Related Building Permits/Business Licenses	
1966	The County Assessor's Office indicates a construction date of 1966 for the building located at 3701 W. Sahara Avenue.
10/08/07	A Business License (#C05-01515) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
10/08/07	A Business License (#G02-00779) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
02/14/08	A Business License (#R05-00573) was issued for a restaurant, take-out only at 3701 W. Sahara Avenue. The license is currently active.
04/10/08	A Business License (#C05-02600) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
04/10/08	A Business License (#C15-00361) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/05/09.
07/30/08	A Business License (#C05-02627) was issued for a tobacco dealer at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#S05-01046) was issued for a service station at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
07/30/08	A Business License (#C05-00366) was issued for a convenience store at 3701 W. Sahara Avenue. The license was marked out of business on 03/06/09.
08/06/08	A Business License (#A45-00533) was issued for auto detailing at 3701 W. Sahara Avenue. The license is currently active.
08/11/08	A Business License (#G02-00823) was issued for a garage – minor auto repair at 3701 W. Sahara Avenue. The license is currently active.

Pre-Application Meeting	
03/06/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review, Variance and Special Use Permit applications. • Waivers and exceptions of perimeter landscaping and building placement and orientation standards were also discussed. • Existing business licenses and building permits • Intended use and residential adjacency requirements
Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	

Field Check	
04/09/09	A field check was completed on the indicated date. An existing Auto Repair Garage, Minor with fuel pumps and a storage container located at the rear of the property at 3701 W. Sahara Avenue were noted.

Details of Application Request	
Site Area	
Net Acres	0.58 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

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
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 19.08.050, the following development standards are proposed:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.58 acres	Y
Min. Lot Width	100 Feet	150 Feet	Y

Min. Setbacks • Front (east property line) • Side (south property line) • Corner (north property line) • Rear (west property line)	 25 Feet 10 Feet 15 Feet 20 Feet	 66.5 Feet Zero Feet 105 Feet 26.5 Feet	 Y N Y Y
Max. Lot Coverage	50%	25%	Y
Max. Building Height	N/A	19 Feet	Y
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.060 Residential Adjacency Standards

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	57 Feet	20 Feet	N
Adjacent development matching setback	15 Feet	20 Feet	Y
Trash Enclosure	50 Feet	60 Feet	Y

Pursuant to Title 19.12 Landscape and Buffer Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree/6 Spaces	4 Trees	4 Trees	Y
Buffer: Min. Trees (Front: east property line) (Side: south property line) (Corner: north property line) (Rear: west property line)	 1 Tree/20 Linear Feet 1 Tree/30 Linear Feet 1 Tree/20 Linear Feet 1 Tree/30 Linear Feet	 6 Trees 6 Trees 5 Trees 5 Trees	 7 Trees Zero Trees 10 Trees 9 Trees	 Y N Y Y
TOTAL		26 Trees	26 Trees	Y
Min. Zone Width (Front: east property line) (Side: south property line) (Corner: north property line) (Rear: west property line)	 15 Feet 8 Feet 15 Feet 8 Feet		 17.5 Feet Zero Feet 15.1 Feet Zero Feet	 Y N Y N

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	3,018 SF	1 space per 250 square feet of gfa	12	1	12	1	Y
TOTAL			13		13		Y
Loading Spaces			1		1		Y

Waivers		
Requirement	**Request**	**Staff Recommendation**
South and west property line: eight-foot landscape buffer	South and west property line: zero-foot landscape buffer on a portion of the south and west property line	Denial
Buildings on corner lots to be oriented to the corner and to the street fronts	Building oriented away from the corner and street front	Denial

ANALYSIS

- **Site Plan**

  There is an existing Service Station with Automotive Repair and associated fuel pumps on the subject site. The applicant has indicated that they will tear down the existing facility and rebuild it with a new Convenience Store with associated fuel pumps. The site plan indicates a 3,018 square-foot Convenience Store with six fuel pumps located under a 3,256 square-foot canopy.

  The applicant has failed to meet the minimum development standards for the side setback. The placement of the building has resulted in a Waiver and an associated Variance. The Waiver is for building placement, which requires buildings on Buildings on corner lots to be oriented to the corner and to the street fronts. The Variance (VAR-34008) is to allow a zero-foot setback where 10 feet is required and to allow a residential adjacency setback of 20 feet where 57 feet is required. These deviations are not compatible or appropriate with adjacent residential homes to the south of the subject site.

Primary access to the site is provided Sahara Avenue, Valley View Boulevard and an alley way. Sahara Avenue is indicated as a 100-foot Primary Arterial and View Boulevard is indicated as an 80-foot Secondary Collector. Both roadways are indicated on the Master Plan of Streets and Highways. The 20-foot wide alley way is located south of the subject site.

- **Parking**

A total of 13 parking spaces are provided, including one being handicapped accessible, on site. Convenience Stores require one parking space per 250 square feet of gross floor area. The applicant complies with this requirement by providing the required 13 parking spaces. Also, one loading zone is provided, which is required pursuant to Title 19.10. The loading zone is accessed from the 20-foot alley way located south of the subject site.

- **Waivers and Exceptions**

The applicant has requested three Waivers as a part of the subject application. The first and second Waivers are from Title 19.12 Landscape and Buffer Standards. The third Waiver is from Title 19.08.050 Commercial and Industrial District Development Standards. The applicant has also requested one Exception as a part of the subject application. The requested Waivers cannot be supported as they are self-imposed and could be mitigated through better site design.

- **Landscape Plan**

The landscape plan indicates the following: 24-inch box Evergreen Elm, Chilean Mesquite trees and five-gallon Japanese Mock Orange, Sago Palm and Autumn Sage. The landscape plan indicates conformance with all landscape buffer widths, except along the south and west landscape buffers. The overall site is deficient with respect to the landscape buffer widths. These deficiencies are evidenced in the number of associated Waivers.

- **Elevations and Floor Plan**

The elevations depict an overall building height of 19 feet. The elevations indicate a typical design for a Convenience Store with associated fuel pumps. The elevations indicate windows and canopies on the front elevation. The other elevations indicate two toned paint and various building pop-outs. The rear and side elevations depict flat unarticulated elevations, which do not carry the overall design on all sides of the building. The paint colors are indicated as various shades of tan and brown with orange awnings. The mechanical equipment has been adequately screened by the use of parapet walls. The elevations also indicate signage for the proposed tenant. No signage is permitted as a part of the subject application. A condition of approval has been added, which requires all

proposed signage to obtain proper building permits, if approved. The floor plan indicates a 3,018 square-foot convenience store. The floor plan is typical for the intended Convenience Store, with associated fuel pumps, which includes; sales area, walk-in cooler, office and bathrooms.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with adjacent protected residential properties as it will not comply with Residential Adjacency Standards. Additionally, minimum setback requirements are not met. The adjacent protected residential properties are not adequately protected from the proposed project.

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 inconsistent with both Title 19.08.050 Development Standards and Title 19.080.060 Residential Adjacency Requirements. The associated Variance (VAR-34008) demonstrates this inconsistency with both Title 19.08 deficiencies. This is also seen in the number of Waivers of Title 19.12 Landscape and Buffer Standards, which are requested as a part of the subject application. These deviations highlight the lack of regard for the single-family residences, which are located south of the subject site. The proposed development is both undesirable and obnoxious with regard to its overall design and adherence to minimum Title 19 requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Adequate site access is provided from both Sahara Avenue and Valley View Boulevard. Sahara Avenue is designated as a 100-foot Primary Arterial and Valley View Boulevard is designated as an 80-foot Secondary Collector by the Master Plan of Streets and Highways.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials are not appropriate for this area and for the City. The applicant is requesting a number of Waivers of Title 19.12 Landscape and Buffer Standards. The provided landscape materials are lacking in their overall width.

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 overall building fails to create an orderly and aesthetically pleasing environment, as it fails to be compatible with adjacent protected residential development in the area. The associated Variance (VAR-34008) seeks to allow a zero-foot side yard setback where 10 feet is the minimum required and to allow a residential adjacency setback of 20 feet where 57 feet is required.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed Convenience Store use is to be located at a zero-foot setback from the southern property line. A zero-foot setback will precipitate an increase in the visual intrusion upon the existing single-family residences to the south and will therefore impact their overall welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 8

SENATE DISTRICT 11

NOTICES MAILED 870 by City Clerk

APPROVALS 2

PROTESTS 11

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-34010 APN: 162-07-512-010

Name of Property Owner: PHAM CAPITAL, LLC

Name of Applicant: American West Petrolium

Name of Representative: KEN BALLARD.

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: THANH T PHAM

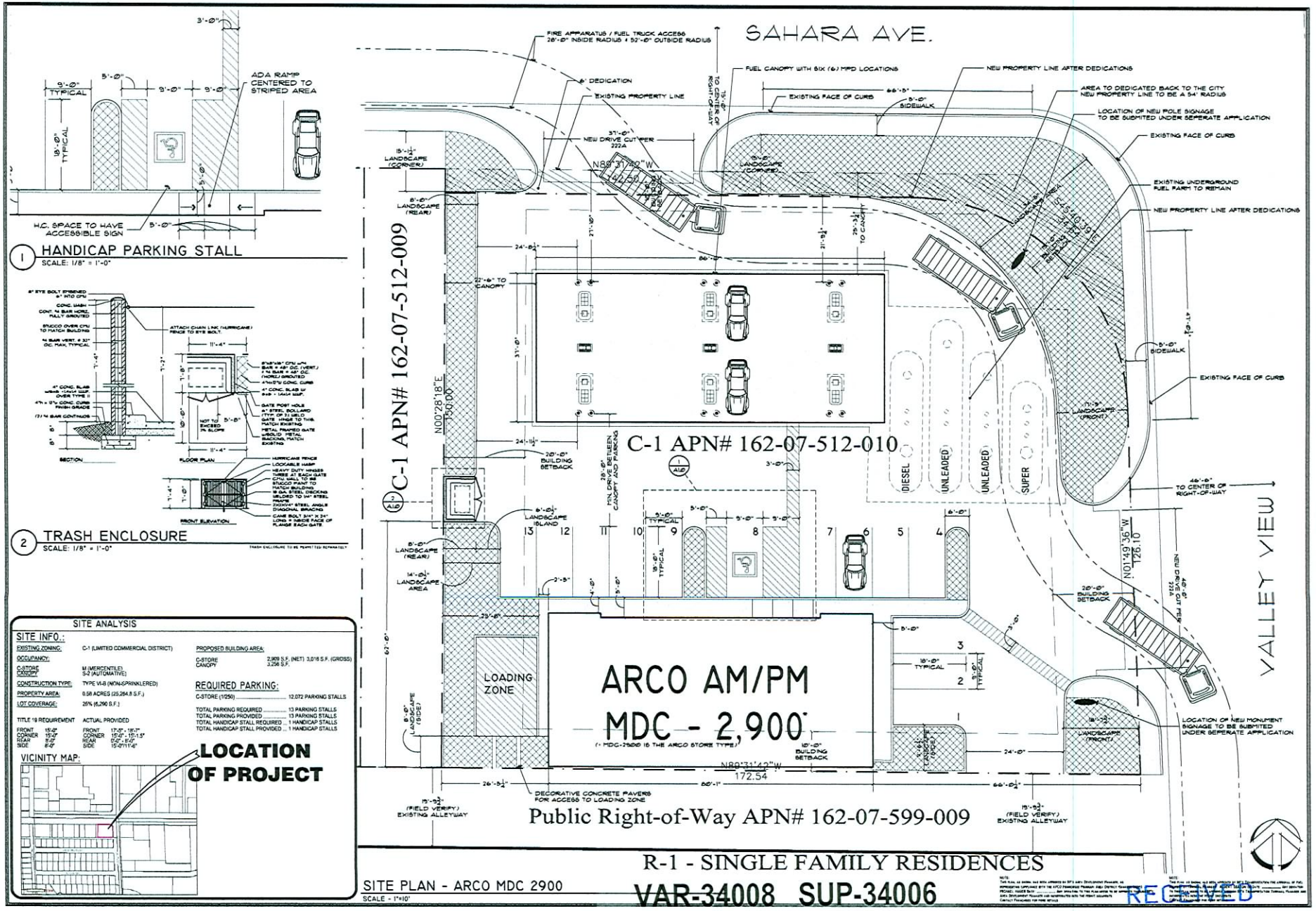
Subscribed and sworn before me

this 4th day of March, 2009

_____

Notary Public in and for said County and State

Toni P. Hansen
Notary Public
State of Nevada
Date Appointment Exp: 02-09-11
Certificate No: 98-49523-1



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SITE PLAN
ARCO NT1
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2985-ARC_ENT	2.27.09
DRAWN BY: KAB	CHECKED BY: KAB

NO.	DATE	DESCRIPTION
1	4.9.08	STAFF COMMENT

DRAWING NO.: A1.0

INITIAL PROJECT PACKAGE SUBMITTAL

RECEIVED

VAR-34008 SUP-34006

SDR-34010 05/14/09 PC

REVISED

APR 09 2009

PLANT SCHEDULE

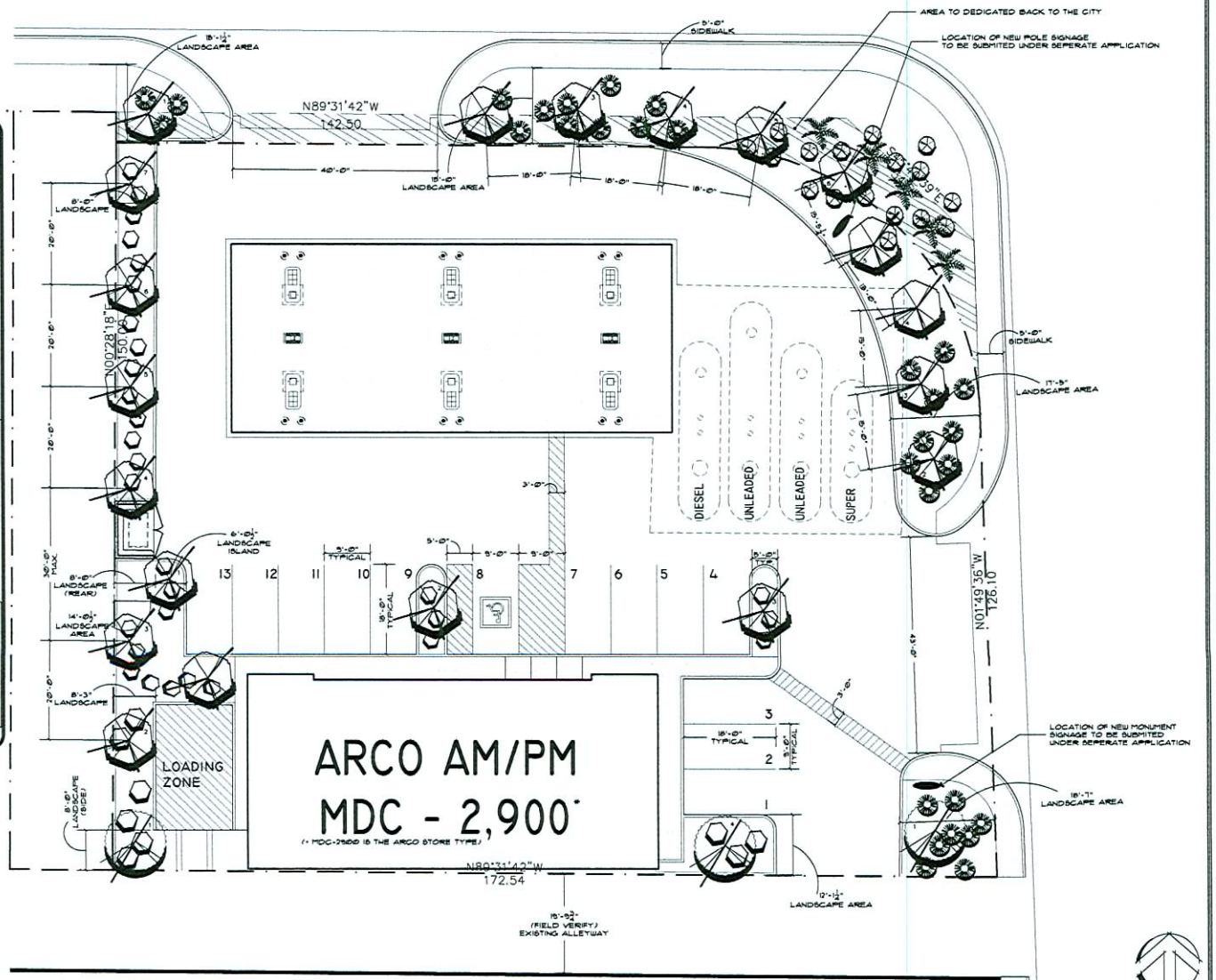
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	AUTUMN SAGE	5 GAL	17

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IG TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES SHOWING GENUS, SPECIES AND VARIETY, ETC.
4. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE 1/2" MINUS, COLOR PER CONSTRUCTION DOCUMENTS, 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE TO CONTAIN 40% FINES AND 60% AGGREGATE. CONTRACTOR TO RECEIVE VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY INSTALLATION.
6. ALL UTILITY BOXES EXCEEDING 27 CUBIC FEET IN SIZE SHALL MEET THE STANDARDS OF LVMC TITLE 19.2.040
7. THIS LANDSCAPE PLAN, AS SUBMITTED, IS ONLY TO SHOW INTENT OF COMPLYING WITH THE STANDARDS OF LVMC 19.12. A TECHNICAL LANDSCAP PLAN WILL BE SEALED BY A LISCENSED ARCHITECT/LANDSCAPE ARCHITECT AT THE TIME AN APPLICATION IS MADE FOR A BUILDING PERMIT.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS

	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINEAR FEET	5 TREES	6 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 168.76' *	1 TREE / 20 LINEAR FEET	9 TREES	9 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.62' *	1 TREE / 20 LINEAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINEAR FEET	5 TREES	7 TREES	YES
TOTAL		25 TREES	29 TREES	NO ***
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)		15 FEET	12.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)		8 FEET	0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)		15 FEET	15 FEET	YES
(REAR: WEST PROPERTY LINE)		8 FEET	8 FEET	YES **



LANDSCAPE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
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APR 09 2009

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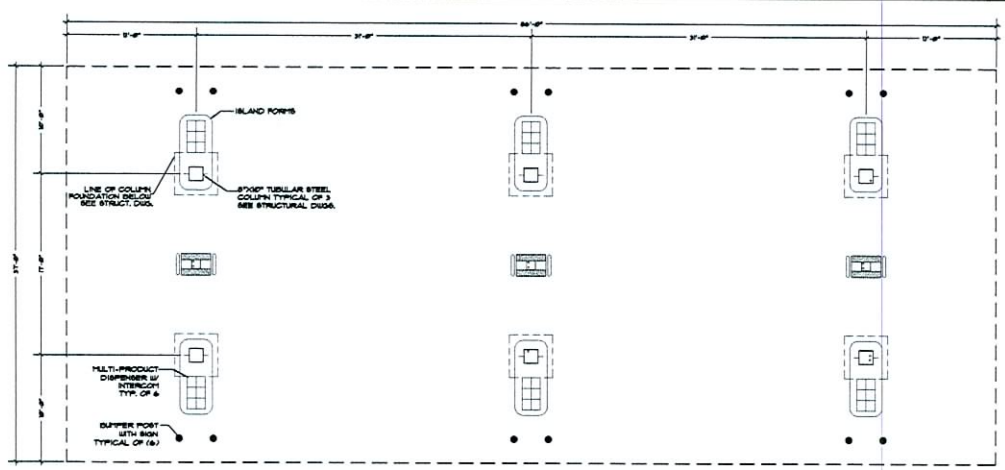
LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

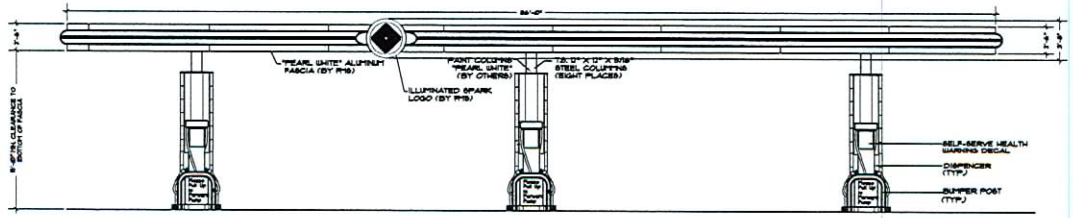
PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

No.	DATE	DESCRIPTION
1	4.9.09	STAFF COMMENTS

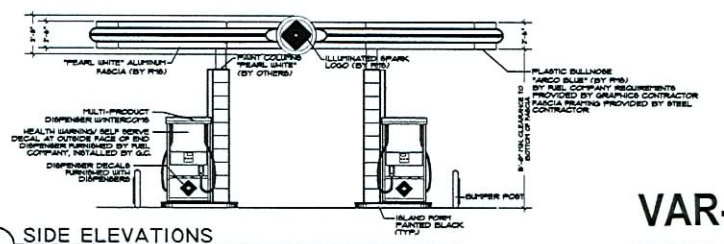
DRAWING NO.:
LI.0



1 FLOOR PLAN
SCALE: 3/16"=1'-0"



2 FRONT/REAR ELEVATION
SCALE: 3/16"=1'-0"



3 SIDE ELEVATIONS
SCALE: 3/16"=1'-0"

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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MAR 31 2009

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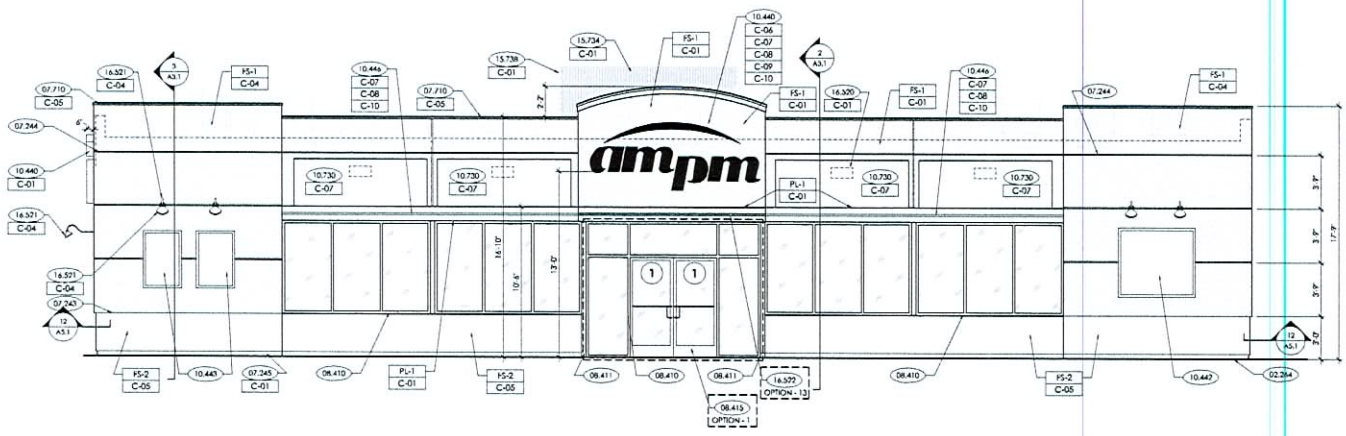
PROJECT NAME: CANOPY FLOOR PLAN AND ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

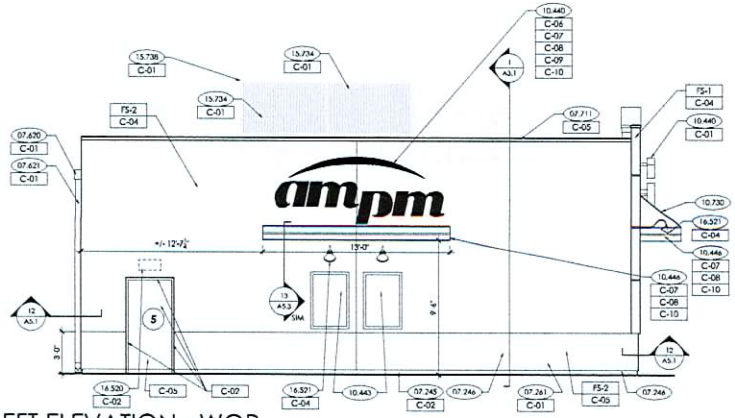
CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NO. 2903-ARC_ENT	DATE 2.27.09
DRAWN BY: KAB	CHECKED BY: KAB
NO.	DATE	DESCRIPTION

DRAWING NO.: CAI.0
ENTITLEMENT PACKAGE SUBMITTAL



1 FRONT ELEVATION - WOR
1/4"=1'-0"



2 LEFT ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE.
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS.

KEYED NOTES:

02.264 GRADE. REFER TO CIVIL PLAN
07.243 TERMINATION REFER TO DETAIL **13/A5.1**
07.244 1" REVEAL IN FINISH REFER DETAIL **10/A5.1**
07.245 4" BREAK METAL BASE. SEE DETAIL **11/A5.1**
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER. REFER TO DETAIL **6/A5.1**
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING; REFER TO DETAIL **1/A5.1**
07.711 SHOP FORMED PREFINISHED METAL COPING CAP. REFER TO **2/A5.1**
08.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM. REFER TO **A5.3** & SPEC.
08.411 ALUMINUM CLADDING (OMIT @ SIM.)
08.415 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS. REFER TO DETAIL **1/A5.4**
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.442 64"Wx96"H POP POSTER, BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - 4609-0000, REFER TO SHEET **4/A3.2**
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL **9/A5.2**
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL 9/A5.2
16.520 EXTERIOR LIGHT. REFER TO LIGHTING PLAN SHEET E1.3
16.521 GOOSENECK LIGHTING FIXTURES
16.522 OPTION 13 - LED LIGHT TUBE, SURFACE MOUNTED TO FACE OF ACM PANEL

EXTERIOR FINISHES:

PL-1 ALUMINUM ACM PANEL
FS-1 EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2 DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01 COLOR: BP PEARL - RAL 1013 ICI #A0083 "INDIAN LEGEND"
C-02 COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04 COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
C-05 COLOR: ampm DARK TAN ICI #A1761, "ONIONSKIN TAN"
C-06 COLOR: ampm YELLOW PMS 116C
C-07 COLOR: SUNBRELLA ORANGE #4609-0000
C-08 COLOR: ampm RED PMS 032C
C-09 COLOR: ampm PURPLE PANTONE PURPLE
C-10 COLOR: ampm BLUE PMS 072C
C-11 COLOR: BP HIGH HIDING WHITE ICI BP HIGH HIDING WHITE (CUSTOM)
C-12 COLOR: ARCO BLUE PMS 288
C-13 COLOR: ARCO LIGHT BLUE PMS 2935
C-14 COLOR: OMEGA YELLOW ICI #A0775

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EACH CONTRACTOR IS RESPONSIBLE FOR AND SHALL REVIEW A COPY OF THESE DRAWINGS AND SPECIFICATIONS BEFORE COMMENCING WORK. REVIEW AND APPROVAL OF THE CONTRACTOR'S SUBMITTAL SHALL INCLUDE REVIEW OF DIMENSIONS, QUANTITIES, AND FIELD CONSTRUCTION CRITERIA. REVIEW AND APPROVAL SHALL NOT EXTEND TO MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS, FABRICATION PROCESSES, AND TECHNIQUES OF CONSTRUCTION, COORDINATING THE WORK OF ALL SUBCONTRACTORS, AND PERFORMING THE WORK IN A SAFE AND SATISFACTORY MANNER. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, RULES, REGULATIONS, AND LAWS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ARCHITECT ANY CONFLICT, ERROR, OR DISCREPANCY WHICH THE CONTRACTOR DISCOVERS, AND SHALL OBTAIN A CLARIFICATION BEFORE PROCEEDING WITH THE WORK AFFECTED THEREBY.

FRONT & LEFT ELEVATIONS

ARCO NTI
SAHARA & VALLEY VIEW

PROJECT NAME: OWNER'S NAME
CLIENT: CITY OF LAS VEGAS

PROJECT NO.	DATE
2005-ARC_PMT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

NO	DATE	DESCRIPTION

DRAWING NO.: A2.1
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

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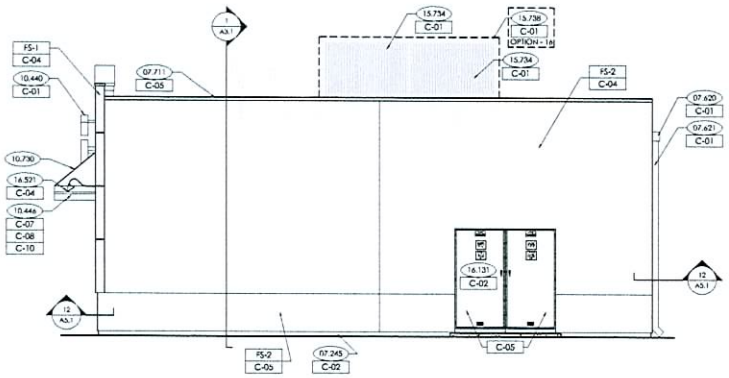
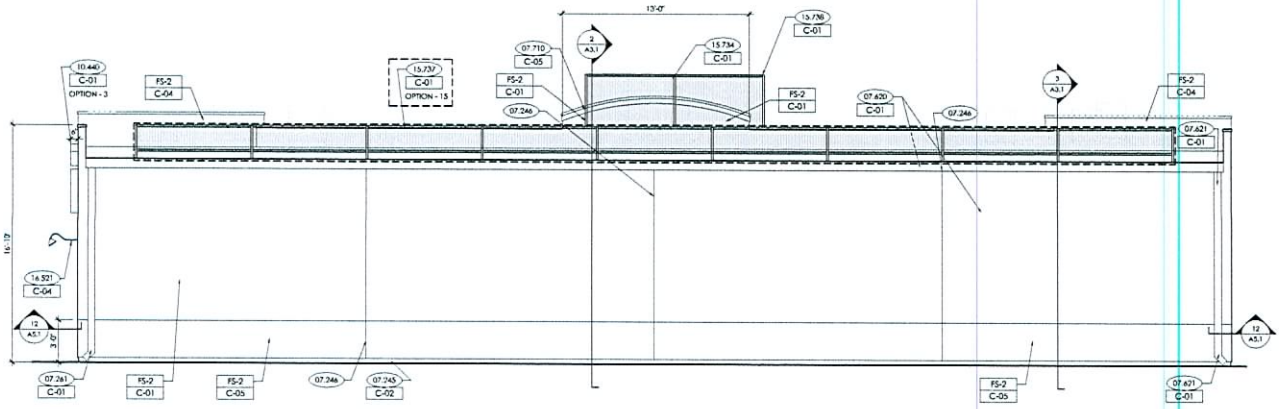


1 RIGHT ELEVATION - WOR
1/4"=1'-0"



2 REAR ELEVATION - WOR
1/4"=1'-0"

GENERAL NOTES:

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE.
B. DIMENSIONS ARE TO THE CENTERLINE OF REVEALS.

KEYED NOTES:

02.264 GRADE, REFER TO CIVIL PLAN
03.480 STEEL BOLLARD, REFER TO DETAIL 1/S2.1
07.243 TERMINATION REFER TO DETAIL 13/A5.1
07.244 1" REVEAL IN FINISH REFER DETAIL 10/A5.1
07.245 4" BREAK METAL BASE, SEE DETAIL 11/A5.1
07.246 CONTROL JOINT IN FINISH SYSTEM, MAXIMUM 20'-0" O.C.
07.460 ACM PANEL
07.533 APPROXIMATE ROOF LINE
07.620 6" PRE-FINISHED 22 GA. METAL GUTTER, REFER TO DETAIL 6/A5.1
07.621 3"x5" 22 GA. GALVANIZED PREFINISHED METAL DOWNSPOUT
07.710 SHOP FORMED PREFINISHED METAL COPING, REFER TO DETAIL 1/A5.1
07.711 SHOP FORMED PREFINISHED METAL COPING CAP, REFER TO 2/A5.1
08.413 OPTION 1 - AUTOMATIC BI-PARTING ENTRANCE DOORS, REFER TO DETAIL 1/A5.4
10.440 INTERNALLY ILLUMINATED SIGN BY SIGNAGE CONTRACTOR
10.443 32"Wx48"H POP POSTER, BY SIGNAGE CONTRACTOR
10.446 VINYL DECAL APPLIED TO ACM PANEL
15.734 ROOF MECHANICAL UNITS
15.737 3' H. MECHANICAL SCREEN AT REAR OF BUILDING SEE DETAIL 9/A5.2
15.738 6' H. MECHANICAL SCREEN AT RTU SEE DETAIL 9/A5.2
16.131 ELECTRICAL CABINETS, REFER TO SHEET E1.2
16.520 EXTERIOR LIGHT, REFER TO LIGHTING PLAN SHEET E1.3
16.521 GOOSENECK LIGHTING FIXTURES

EXTERIOR FINISHES:

PL-1	ALUMINUM ACM PANEL
FS-1	EXTERIOR INSULATION AND FINISH SYSTEM PROVIDE CONTROL JOINTS AS SHOWN
FS-2	DIRECT APPLIED FINISH SYSTEM

EXTERIOR PAINTS:

C-01	COLOR: BP PEARL - RAL 1013 ICI #A0083 "INDIAN LEGEND"
C-02	COLOR: BP DARK PEARL ICI #A0767, "DESERT VALLEY"
C-04	COLOR: ampm TAN ICI #A0717, "INDIAN CORN"
C-05	COLOR: ampm DARK TAN ICI #A1761, "ONIONSKIN TAN"
C-06	COLOR: ampm YELLOW PMS 116C
C-07	COLOR: SUNBRELLA ORANGE #4609-0000
C-08	COLOR: ampm RED PMS 032C
C-09	COLOR: ampm PURPLE PANTONE PURPLE
C-10	COLOR: ampm BLUE PMS 072C
C-11	COLOR: BP HIGH HIDING WHITE ICI BP HIGH HIDING WHITE (CUSTOM)
C-12	COLOR: ARCO BLUE PMS 288
C-13	COLOR: ARCO LIGHT BLUE PMS 2935
C-14	COLOR: OMEGA YELLOW ICI #A0775

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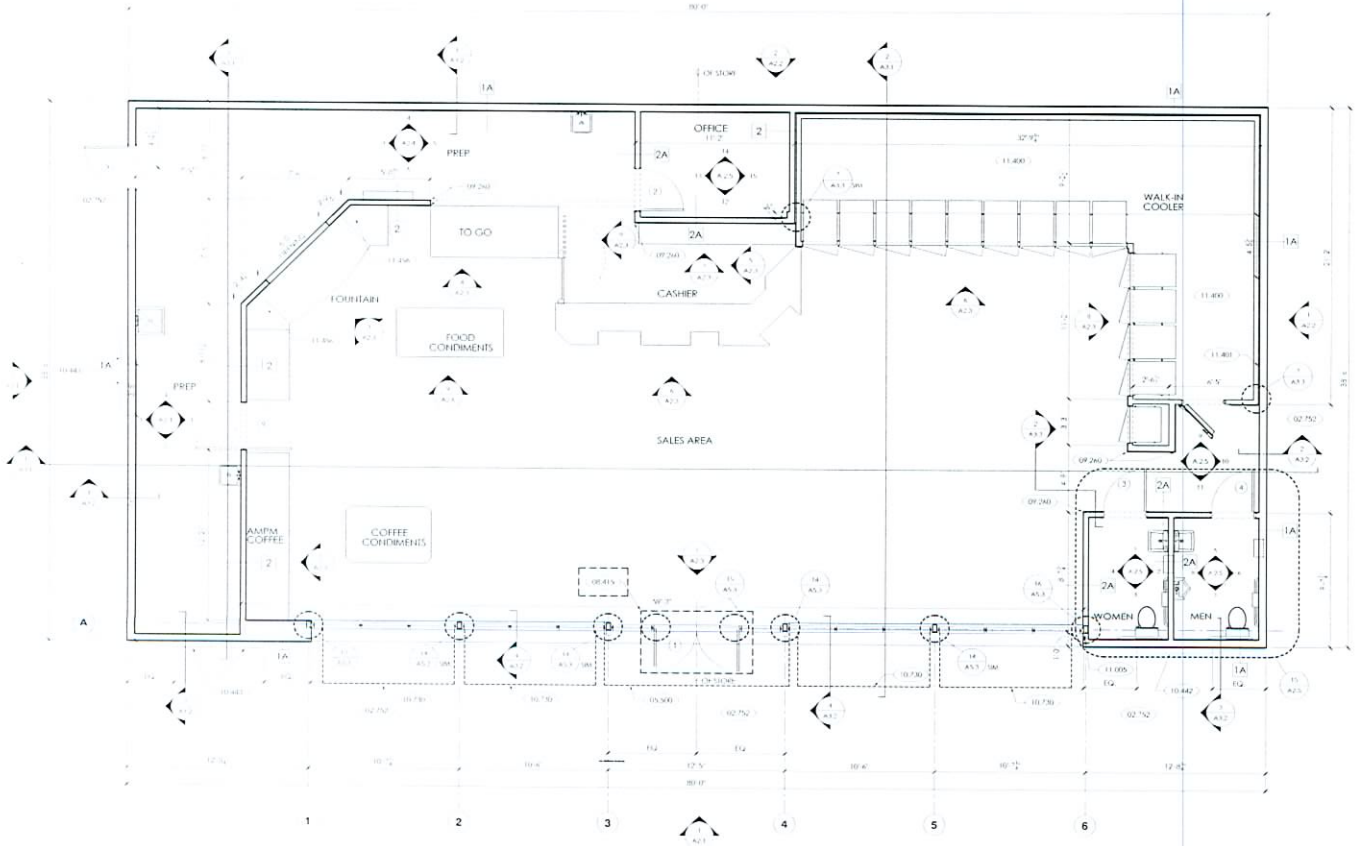
REAR & RIGHT ELEVATIONS
ARCONTI
SAHARA & VALLEY VIEW

PROJECT NAME
OWNER'S NAME
CITY OF LAS VEGAS
CLIENT

PROJECT NO.: 2905-ARC_ENT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO.	DATE	DESCRIPTION

DRAWING NO.: A2.2
ENTITLEMENT PACKAGE SUBMITTAL



1 CONSTRUCTION FLOOR PLAN
1/4"=1'-0"

GENERAL NOTES:

A. DIMENSION LINES ARE FROM FACE OF FRAMING OR FOUNDATION UNLESS NOTED OTHERWISE.
B. FACE OF FRAMING ON EXTERIOR WALLS IS SAME AS OUTSIDE FACE OF FOUNDATION WALL.
C. METAL STUDS MAY BE USED IN PLACE OF WOOD STUDS. PLAN DIMENSIONS ARE BASED ON WOOD STUDS.
D. MOISTURE RESISTANT GYPSUM TO BE USED IN TOILET ROOMS, BEHIND NOP SINK AND ADJACENT TO COOLERS. FOR SPECIFIC SUBSTRATE REQUIREMENTS, REFER TO INTERIOR ELEVATIONS.
E. PROVIDE BLOCKING AS REQ'D FOR ALL EQUIPMENT AND ACCESSORIES.
F. PROVIDE CLEAR SILICONE SEALANT FOR ALL WALL TRANSITIONS.
G. REFER TO DETAILS **3 & 4/A3.3** FOR ATTACHMENT OF ALL WALLS TO STRUCTURE ABOVE.
H. FOR FLOORING LAYOUT REFER TO SHEET **A1.2**
I. FOR CEILING LAYOUT REFER TO SHEET **A1.3**
J. FOR FINISH MATERIAL REFER TO INTERIOR ELEVATIONS SHEETS **A2.3 A2.4** AND **A2.5**
K. FOR INTERIOR GRAPHIC ELEVATIONS REFER TO SHEET **A2.6**
L. FOR DOOR AND WINDOW DETAILS REFER TO SHEET **A5.3**
M. FOR EQUIPMENT PLAN REFER TO SHEET **Q1.1**
N. FOR EQUIPMENT SCHEDULE REFER TO SHEET **Q2.1**
O. ALL MATERIALS AND APPLICATION TO MEET OR EXCEED LOCAL OR STATE REQUIREMENTS.
P. FOR DOOR SCHEDULE & ELEVATIONS REFER TO SHEET **A5.3**

KEYED NOTES:

02.752 SLOPE SIDEWALK AWAY FROM DOOR/BUILDING 2% FOOT
03.480 STEEL BOLLARD. REFER TO DETAIL **1/S2.1**
05.500 CANOPY ABOVE
08.410 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM. REFER TO **A5.3** & SPEC
08.411 OPTION 1 - AUTOMATIC REPARTING DEMARCATION DOORS
09.260 GYP. BD. PLASTIC CORNER GUARDS
10.442 NEW SIGN POP POSTER BY SIGNAGE CONTRACTOR
10.443 32"W x 48"H POP POSTER BY SIGNAGE CONTRACTOR
10.730 ALUMINUM FRAME FABRIC AWNING - SUNBRELLA ORANGE - AWN 4000 REFER TO SHEET **4/A3.2**
11.005 RECESSED KNOX BOX. INSTALL PER MANUFACTURERS SPECIFICATIONS
11.890 FOR COOLER AND FREEZER INFORMATION AND DIMENSIONS REFER TO SHEET **Q1.2**
11.891 MAINTAIN MINIMUM 1" AIR GAP BEHIND COOLER AND FREEZERS ADJACENT TO WALLS. CLOSE SPACE AT ENDS WITH 2"x2" ALUMINUM ANGLE.
11.894 PROVIDE FILLER COUNTER AND MILLWORK TOP GAP WITH RIGIDS TO MATCH

WALL LEGEND

WOOD FRAMED WALL
1A 2x6 STUDS @ 16" O.C. W/ THERMAL INSULATION
2 2x4 STUDS @ 16" O.C.
2A 2x4 STUDS @ 16" O.C. W/ SOUND BATT INSULATION
INSULATED WALL
PREFABRICATED COOLER UNIT

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CONSTRUCTION FLOOR PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

A1.1

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INTERIOR

L1 **PLASTIC LAMINATE** - Wilsonart #7909-60 "Fusion Maple"

L2 **PLASTIC LAMINATE** - Wilsonart #D92-60 "Dove Grey"

L3 **FRP FOR CAFE BACKWALL** - Marlite, C118-G44 "Almond", with scored grid pattern

L4 **PLASTIC LAMINATE COUNTER TOP** - Wilsonart 4143-60 "Neutral Glace"

L5 **PLASTIC LAMINATE COUNTER TOP** - Wilsonart #6277 (419) Alumasteel

SS1 **COUNTER TOP** - Wilsonart 1530-TM "Beige Tempest"
Solid Surface Material

SS2 **COUNTER TOP** - Stainless Steel

P1 **WALL PAINT** - ICI #A0090, "Candle Wax" - Eggshell finish

P2 **PAINT FOR DROP CEILING & DOORS** - Semi-Gloss - ICI #A1807, "Water Chestnut"

P3 **PAINT FOR CAFE BACKWALL** - ICI #A0717, "Indian Corn"

P4 **PAINT FOR COFFEE BACKWALL** - ICI #A0409, "Red Badge"

C1 **CONCRETE FLOOR** - Scofield, CHROMIX - #5234, "Summer Beige", with A-29 "Terra Cotta" (flashed Lithochrome hardener), and with a wax/sealant that has a minimal wet COF of +/- <.60 and a dry COF of +/- <.70 when top coated on the finished concrete

WT1 **WALL TILE** - Daltile K-175 (Biscuitt) - 6"x6" Semigloss

WT2 **WALL TILE** - Daltile K-180 (Chamois) - 6"x6" Semigloss

OPTIONAL no go WALL TREATMENT

V1 **VINYL COVE BASE** - Roppe 772 "Champagne"

BUILDING EXTERIOR

bp PEARL - RAL 1013, ICI #A0083, "Indian Legend"

bp DARK PEARL - ICI #A0767, "Desert Valley"

ampm TAN - ICI #A0717, "Indian Corn"

ampm DARK TAN - ICI #A1761, "Onionskin Tan"

ampm EXTERIOR SIGNAGE

ampm YELLOW - PMS 116C

ampm ORANGE - PMS 021C

ampm RED - PMS 032C

ampm PURPLE - Pantone Purple

ampm BLUE - PMS 072C

ARCO EXTERIOR SIGNAGE

ARCO BLUE - PMS 288C

ARCO MED. BLUE - PMS 301C

ARCO LT. BLUE - PMS 2935C

ARCO RED - PMS 485C

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design development

ARCO - US Franchise - 2900 ampm NTI

WOR ampm 2900, material specifications

NTS | 04 Jan 2008 | 20 Aug 2008 | WOR.2900.0.0

SDR 34010				
American West Petroleum				
SWC Sahara Avenue and Valley View Boulevard				
Proposed 12 fueling position gas station with convenience mart.				
Traffic produced by proposed development:				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GAS/SERVICE STATIONS [VEH. FUEL POSTIONS]	12	173.25	2,079
AM Peak Hour			12.07	145
PM Peak Hour			13.86	166
(heaviest 60 minutes)				
Old Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GAS/SERVICE STATIONS [VEH. FUEL POSTIONS]	8	173.25	1,386
AM Peak Hour			12.07	97
PM Peak Hour			13.86	111
(heaviest 60 minutes)				
Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GAS/SERVICE STATIONS [VEH. FUEL POSTIONS]	4	173.25	693
AM Peak Hour			12.07	48
PM Peak Hour			13.86	55
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Sahara Ave.				
Average Daily Traffic (ADT)	64,466			
PM Peak Hour	5,157			
(heaviest 60 minutes)				
Valley View Blvd.				
Average Daily Traffic (ADT)	32,895			
PM Peak Hour	2,632			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				

	Existing Street Capacity			
Sahara Ave.	51800			
Valley View Blvd.	32775			
This project will add approximately 693 trips per day on Sahara Ave. and Valley View Blvd. This will increase expected volumes by about 1 percent on Sahara and by about 2 percent on Valley View. Currently both Sahara and Valley View are over capacity.				
Based on Peak Hour use, this development will add roughly 55 additional cars into the area; which works out to about 1 every minute.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-34010 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



SDR-34010 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC
SOUTHWEST CORNER OF SAHARA AVENUE AND VALLEY VIEW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



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JUNE 11, 2009 PLANNING COMMISSION

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JUNE 11, 2009 PLANNING COMMISSION

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JUNE 11, 2009 PLANNING COMMISSION

04/09/09



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JUNE 11, 2009 PLANNING COMMISSION

04/09/09

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

RUTAR

April 9, 2009

City of Las Vegas
Planning & Development
Current Planning Department
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Design Review
Justification Letter for (revised)
3701 Sahara (Sahara/Valley View)
APN # 162-07-512-010
SUP-34006, VAR-34008 & SDR-34010

To Whom It May Concern:

Suzana Rutar, Architect (SRA) is pleased to present this justification letter for the above referenced property. The above referenced property is zoned C-1 and has a General Plan designation of Service Commercial (SC). We are proposing to demolish the existing convenience store and fuel canopy and construct a convenience store (Arco AM/PM – gross floor area (gfa) is 3,018 S.F.), as well as a fuel canopy consisting of 6 MPD stations. The convenience store is the new MDC 2900 Arco Standard store that will be the first in the Las Vegas valley area, the fuel canopy, also an Arco Standard, will be 17'-6" in height and will have a clearance of 15'-0".

We respectfully request a waiver for the orientation of the building on the site. Per 19.08.050.D.2.e.i, *"Buildings on corner lots should be oriented to the corner and to the street fronts... unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible..."* We request that the Convenience Store and fuel canopy be oriented as shown on the site plan, as we feel that we have substantially demonstrated and convincingly shown that this site plan was developed utilizing the existing underground fuel farm. Multiple building orientations were considered with the re-use of the underground fuel farm prior to developing the site plan proposed; however, these did not allow for proper site circulation, parking, fire apparatus circulation, etc. The proposed development incorporates a design that re-uses the existing underground fuel farm as well as providing adequate site circulation, parking, fire apparatus circulation, etc. Orienting the building on the corner is neither feasible nor responsible to the location and existing infrastructure required to operate this facility.

We respectfully request a Variance to reduce the setback at the South side yard from 10'-0" to a 0'-0" setback. The property directly to the West appears to be part of the same sub-division with alley way access and parallel parking directly abutting the common West property line. The property directly to the South appears to be an existing alley way, Public Right-of-Way, between the subject site and the R-1 residential properties to the South of the alley way. An ALTA Survey completed in late March '09 indicates that the distance from the subject site's property line and the R-1 masonry wall on the South side of the alley way is 19'-9 ¾" (actual width of Public Right-of-Way is 20'-0"). After examining the site and the traffic flow requirements of the City of Las Vegas and Arco, SRA believes placing the store on the South property line, with a zero

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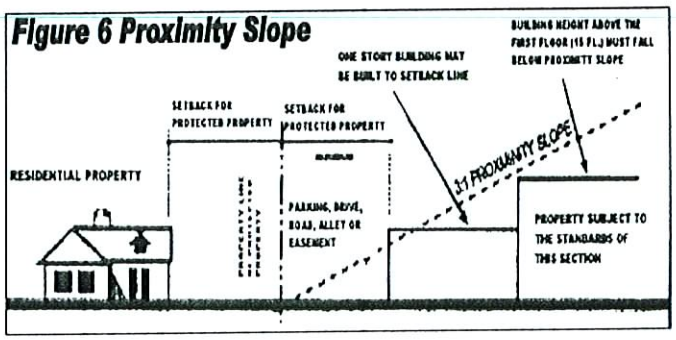
setback, is the only solution that enables our client to responsibly enhance and redevelop this corner.

We also would like to request a waiver for the reduction of the Residential Proximity Slope requirement of a 3:1 setback ratio, per the City of Las Vegas Title 19 Development Code Section 19.08.060.B.5. SRA believes that not only the intent of the 3:1 ratio (to ensure natural light to neighboring properties ('protected property') is not impeded) is being meet and the residential properties to the South are not being denied access to natural light. Also the 20'-0" Public Right-of-Way meets the intent of Figure 6 Proximity Slope per 19.08.060 (*"one story building may be built to setback line"* – proposed building is a one story building with a roof line/height at the rear of the building of 14'6"). Although the proposed building is on the property line (VAR-34008) the Public Right-of-Way is essentially providing twice the width of the *"setback line"*. Please see the attached Residential Proximity Slope Massing Exhibits indicating the sun pattern relevant to the development of this site and the surrounding properties.



The landscape design is per City of Las Vegas Title 19 Development Code Section 19.12, except where we are requesting a variance (VAR-34006) for the building setback at the South property line directly adjacent to an existing alley way. Because of this we are requesting an exception for the number of required trees to be reduced at the South property line buffer. SRA feel that the Parking Landscape design meets and exceeds the intent of Chapter 19.10.010.L.11, *"...at a ratio of one landscape island for every six parking spaces, ..."* The configuration of the required parking is not continuous but the intent of one landscape island for every six parking spaces is meet. Twelve parking spaces are required/provided and *"...at a ratio of one landscape island for every six parking spaces, ..."* the design provides two landscape islands parallel to the parking spaces, a ratio of 1:6 as required. We would also like to request a landscape waiver; *if required*, to reduce the landscape along the rear of the C-Store where we are requesting the Variance to reduce the setback. Please note that this site has an abundance of landscape coverage, so much that the provided landscape coverage exceeds, 3.5% more, what would be required if no waiver, *if required* would be requested. Please also note that additional trees are incorporated into the landscape design at the intersection.

TITLE 19.12 LANDSCAPE AND OPEN SPACE STANDARDS	STANDARD	REQUIRED **	PROVIDED	COMPLIANCE
PARKING AREA	1 TREE / 6 SPACES	4 TREES	4 TREES	YES
BUFFER: MIN. TREES				
(FRONT: EAST PROPERTY LINE) - 94.42' *	1 TREE / 20 LINERAR FEET	5 TREES	8 TREES	YES
(SIDE: SOUTH PROPERTY LINE) - 148.54' *	1 TREE / 30 LINERAR FEET	5 TREES	0 TREES	NO *** *
(CORNER: NORTH PROPERTY LINE) - 119.82' *	1 TREE / 20 LINERAR FEET	6 TREES	7 TREES	YES
(REAR: WEST PROPERTY LINE) - 150.0' *	1 TREE / 30 LINERAR FEET	5 TREES	7 TREES	YES
TOTAL		21 TREES	24 TREES	NO *** *
MIN. ZONE WIDTH				
(FRONT: EAST PROPERTY LINE)	15 FEET		17.42 FEET	YES
(SIDE: SOUTH PROPERTY LINE)	8 FEET		0 FEET	NO *** *
(CORNER: NORTH PROPERTY LINE)	15 FEET		15 FEET	YES
(REAR: WEST PROPERTY LINE)	8 FEET		8 FEET	YES **

* DENOTES LENGTH OF PROPERTY LINE
EAST - 123.10' + 14.32' - 43.00' = 94.42'
SOUTH - 172.54' - 24.00' = 148.54'
NORTH - 142.50' + 17.32 - 40.00' = 119.82'
WEST - 150.0' = 150.00'
CORNER - 34.64' (ADD HALF TO NORTH & EAST)
DRIVE CUT ON SAHARA - 40.0'
DRIVE CUT AT VALLEY VIEW - 43.0'
DRIVE PAN AT ALLEY WAY - 24.0'
** WITH THE 10.00' RIGHT HAND TURN LANE AND REDUCED PROPERTY LINES THE REQUIRED AMOUNT OF TREES WILL REMAIN UNCHANGED.
*** SIDE YARD TREE REQUIREMENT NOT MEET DUE TO BUILDING PLACEMENT AND VARIANCE REQUEST. ADDITIONAL TREES HAVE BEEN LOCATED ELSEWHERE ON THE SITE TO COMPENSATE FOR THE NUMBER OF TREES.
* MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXECPT WHERE BUILDING IS LOCATED.
** MIN. REQUIRED LANDSCAPE WIDTH IS PROVIDED EXCEPT WHERE TRASH ENCLOSURE IS PROVIDED.

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Parking is provided in accordance to the Development Code 19.10.E.2 and 19.10 table 1 (Retail, Personal, Commercial & Business Services and Auto-Related) Convenience Store - 1/250 sf of gfa providing 13 parking stalls including the required Handicap accessible stall located in front of the entrance of the Convenience Store.

Additionally we are requesting a Special Use Permit for this site:

1. For the on-site sales of beer/wine in conjunction with the Convenience Store. Recently this site has been allowed to operate with the sales of beer/wine under a Non-Conforming Conforming Use. However, Non-Conforming Conforming Use may expire during the 180 day permitted window. Also this site being a Nonconforming use of a Conforming Building, to meet the requirements for "expansion of use", per development code section 19.16.030.B the following must be met:
    a. Will not increase the size or extent of the use by more than 50%
    b. Will not require a Variance or Waiver regarding any other provision of Title19, including those that pertain to parking, landscape and residential adjacency requirements.

Our increase is less that the 50%, but the before mentioned setback reduction (Variance) requires us to request the SUP and secure this site as a Conforming Use.

We feel that revitalizing the site with a new Convenience Store and Fuel Canopy will enhance the character of the site and surrounding area. We also feel the proposed removal of the two access points nearest the intersection of Sahara and Valley View (directly adjacent to the intersection) along with the relocation of the other two access points further South and West of the intersection will enhance vehicular mobility of the intersection.

Thank you for your consideration of this request. If you have any questions or if you require additional information, please call me at 263-6176.

Sincerely,

Kenneth A. Ballard, Associate AIA
Project Manager

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SDR-34010 05/14/09 PC

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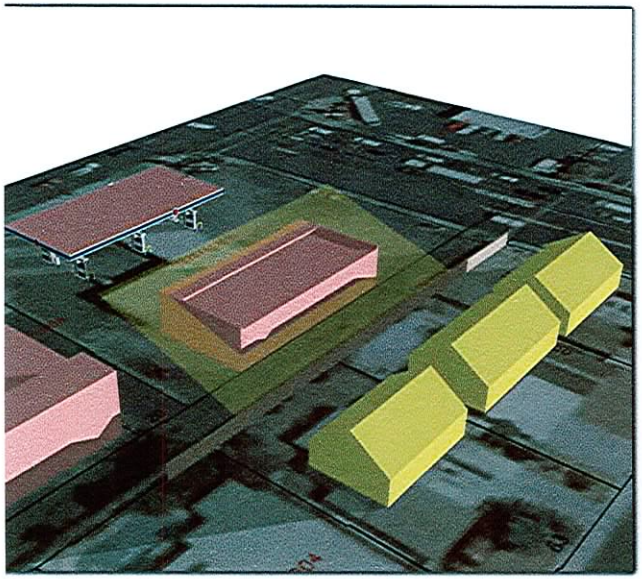
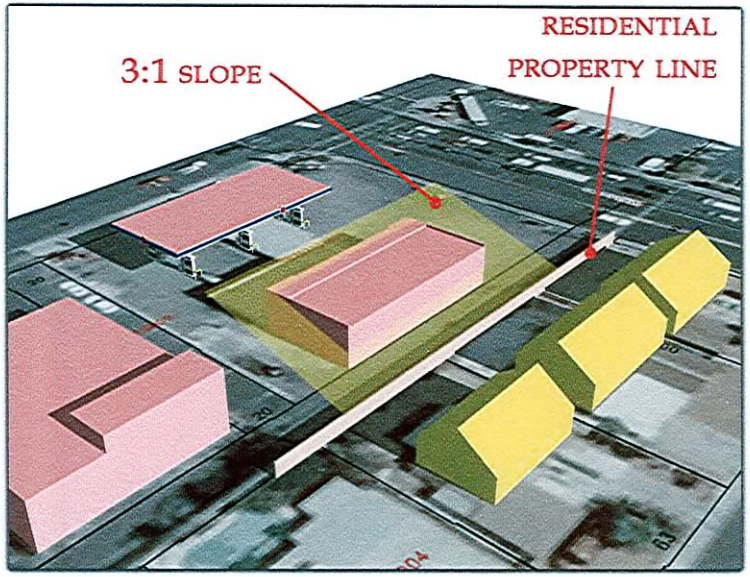
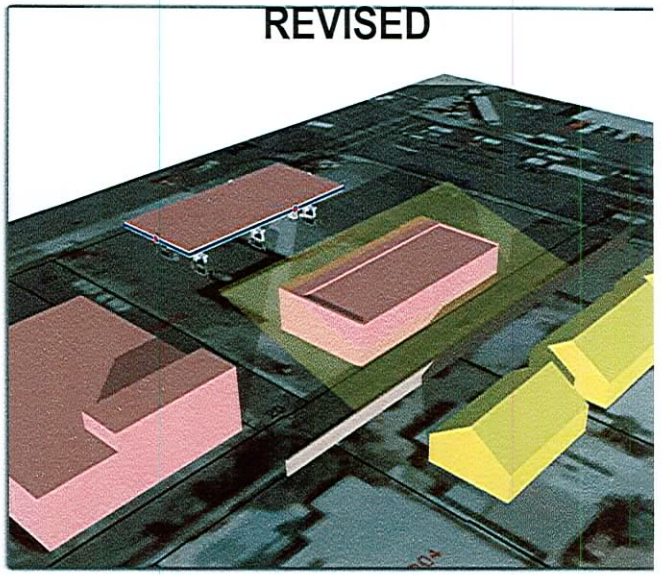


DECEMBER 21, 8:00 AM



DECEMBER 21, 12:00 PM



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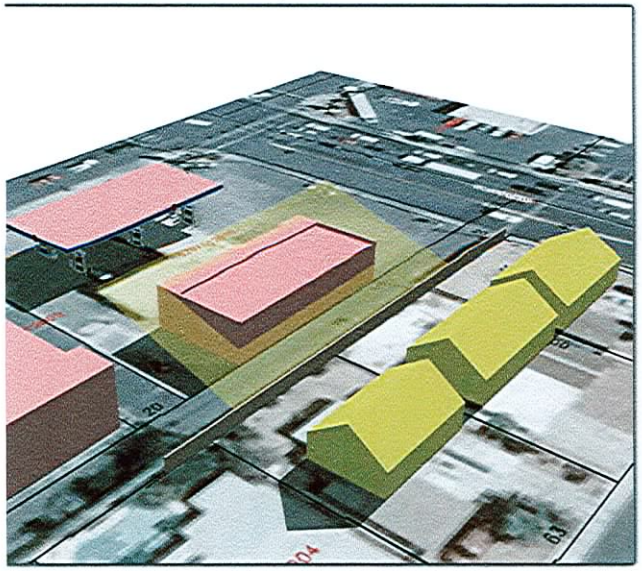
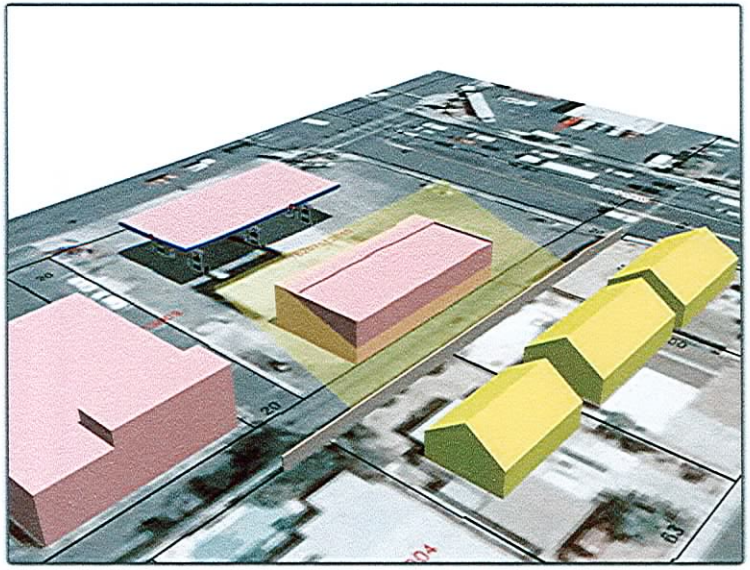
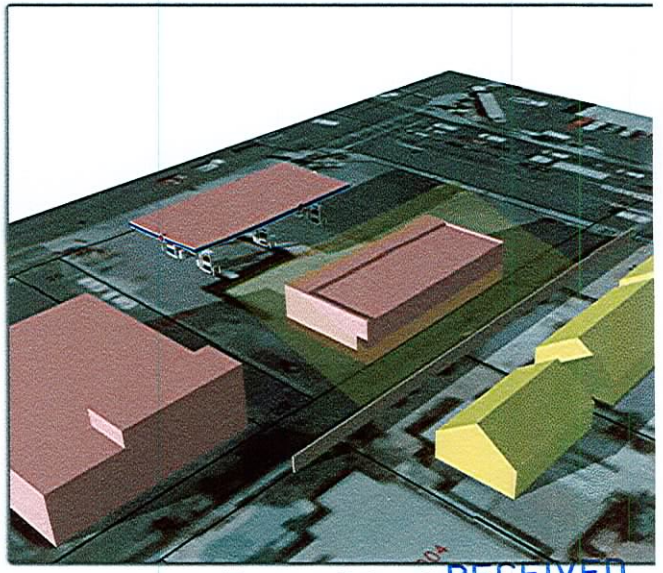


JUNE 21, 8:00 AM



JUNE 21, 12:00 PM



JUNE 21, 6:00 PM

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RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

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CITY CLERK

2009 JUL -6 A 8:20

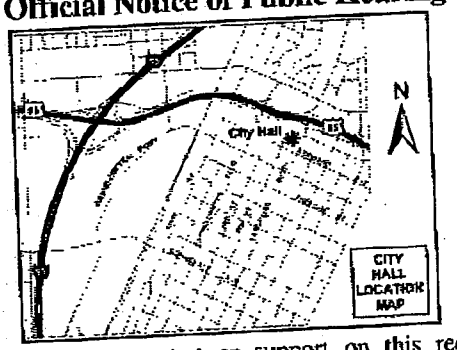
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
02 1M
0004279218 JUL 02 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.

STEWART SANDRA
3809 FAIRWAY CIR
LAS VEGAS NV 89108-1106

APN#16207516003

SDR-34010
City Council Meeting of 7/15/2009

EAVDP11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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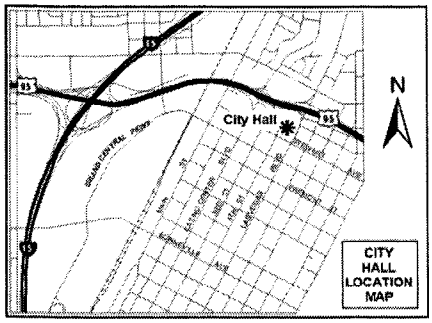

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Please use available blank space on card for your comments.

SDR-34010

City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL -7 A 10:44

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

EAVDF11 A9102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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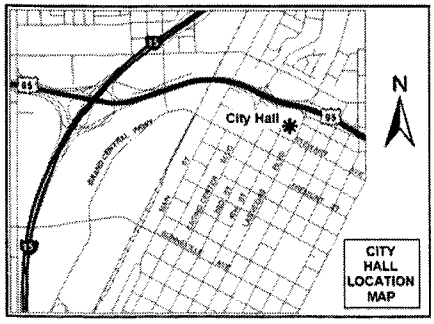

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010

City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL -7 A 10:44

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

APN#16206811043

EAVDS11 A9102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
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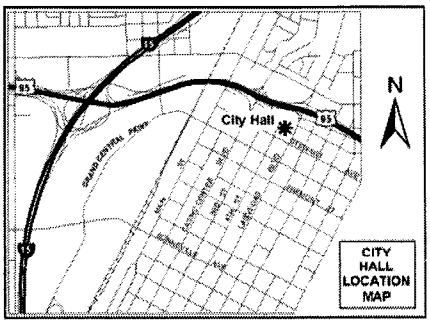

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010
City Council Meeting of 7/15/2009

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2009 JUL -7 A 10:41
CITY CLERK

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 230
Las Vegas, Nevada 89102

EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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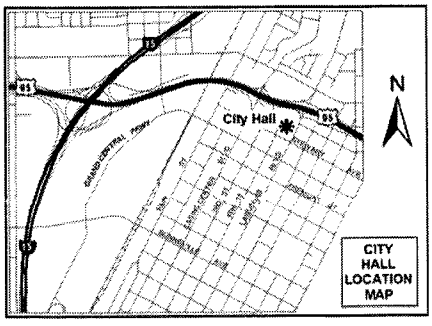

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SDR-34010
City Council Meeting of 7/15/2009

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CITY CLERK

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 9
Las Vegas, Nevada 89102

EAVDP11 89102

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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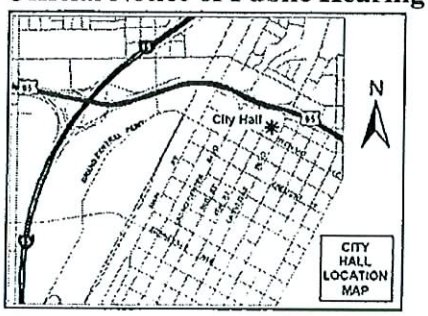
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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MAY 05 2009

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

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SDR-34010
Planning Commission Meeting of 5/14/2009

PAT

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 44
Las Vegas, Nevada 89102

891028593I C017

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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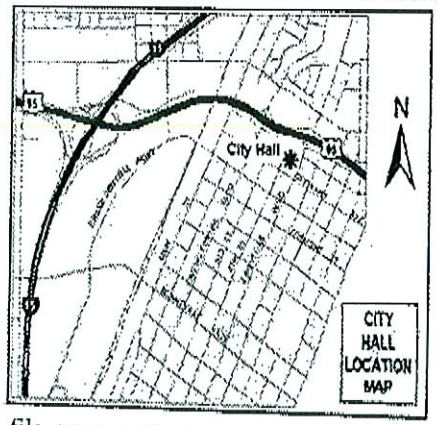

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010

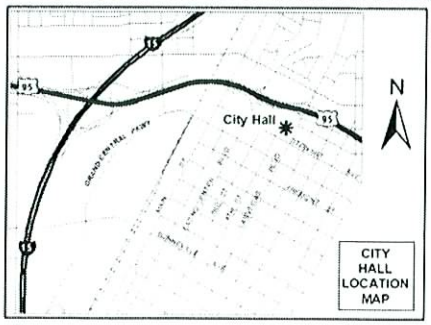
Planning Commission Meeting of 5/14/2009

16206810001 Case: SDR-34010
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

89102377R

29P

Official Notice of Public Hearing



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SDR-34010

Planning Commission Meeting of 5/14/2009

MAILED FROM ZIPCODE 89101

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MAY 06 2009

Case: SDR-34010

16207516012
PAULUS EVERETT T & BARBARA A
2612 SONORA ST
LAS VEGAS NV 89102-5912

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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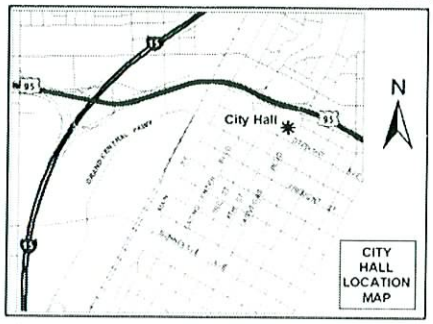

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Please use available blank space on card for your comments.

SDR-34010
Planning Commission Meeting of 5/14/2009

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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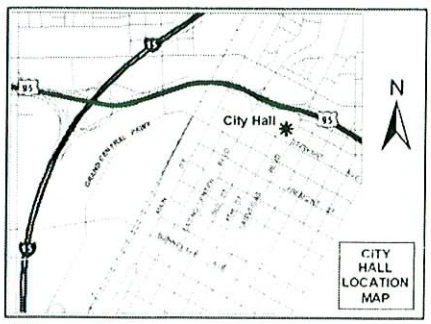
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SDR-34010

16207612024
FAULKNOR FORREST ~~SEHARY~~
2125 PLAZA DEL PADRE
LAS VEGAS NV 89102-3917

SDR-34010
Planning Commission Meeting of 5/14/2009

89102$3917 C029

29P

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MAY 07 2009

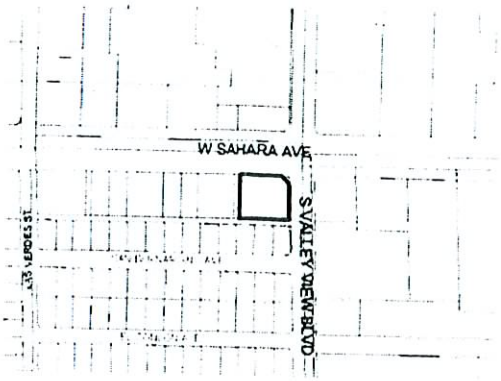
Application Information

Adamant No!

SDR-34010 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-34008 AND SUP-34006 - PUBLIC HEARING - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,018 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON A PORTION OF THE SOUTH AND WEST PERIMETER WHERE EIGHT FEET IS THE MINIMUM REQUIRED AND TO ALLOW A WAIVER OF THE BUILDING PLACEMENT AND ORIENTATION STANDARDS on 0.58 acres at the southwest corner of Sahara Avenue and Valley View Boulevard (APN 162-07-512-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

That Four way corner is already Squeezed to the max - Look at the mess where Mariannas is! It's a hazard - You can't get in & out of the parking Lot - That alleyway on S/W corner is squeezed

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 14, 2009*
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. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

and is a filthy mess. Every Business on that corner (4 corners) is squeezed up to the sidewalk & built right to the alleys.

Ms. Tarkanian is the most concerned & conscientious Councilperson I've ever had. She truly tries to keep residents notified

Thank You

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
FINEY BOWLS
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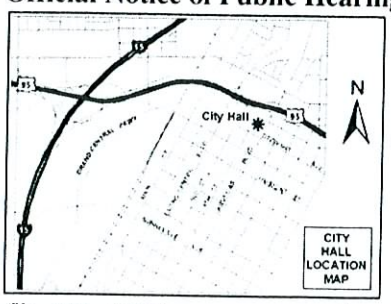

P.S. No bus stop should be a few feet from an intersection. It blocks Traffic flow in all directions & God forbid you get behind one - You are stuck - Cars trying to make Right turns are in a totally hazardous position - Many times not knowing a bus is stopped!

Where several people were run over a short time ago - The bus stop should be further down the road not close to a corner!

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010
Planning Commission Meeting of 5/14/2009

16207515015
COLLETTE CAROLYN
2620 ARENAS ST
LAS VEGAS NV 89102-0603

Case: SDR-34010

That corner (4) has too many businesses jutted to the sidewalk - Smog business & Mexican Drive In & Indian Restaurant Terrible Herbst - The Buss stop is a few feet from the corner

29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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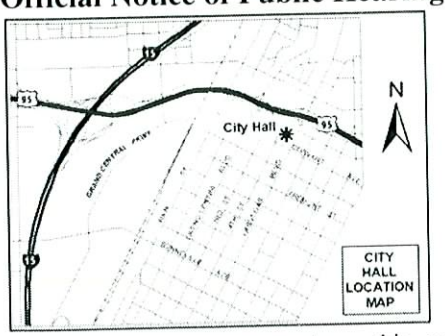
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-34010
Planning Commission Meeting of 5/14/2009

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MAY 07 2009

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 261
Las Vegas, Nevada 89102

89102594 C017

29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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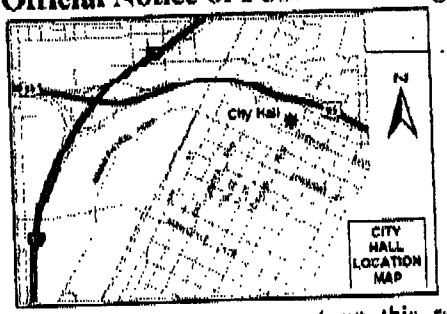
Official Notice of Public Hearing



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MAY 13 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

↑ Homeless & Crime Graffitee

No more

Please use available blank space on card for your comments

SDR-34010

Planning Commission Meeting of 5/14/2009

Case: SDR-34010

JAK T D FAMILY L P
%D KHAL
1626 S W WALKER RD
GRESHAM OR 97080-0000

Submitted after final agenda

Date 5/13/09 Item 29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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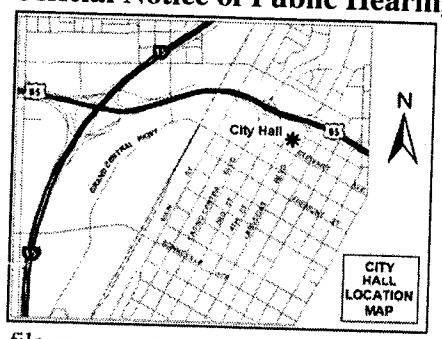

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-34010

Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 12 2009

16207513038 Case: SDR-34010
VAZQUEZ PROVIDENCIA & ANGEL
2525 AMARILLO ST
LAS VEGAS NV 89102-5714

89102857

Submitted after final agenda

Date 5/12/09 Item 29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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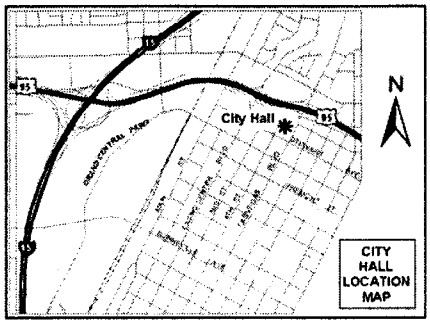

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Please use available blank space on card for your comments.

SDR-34010
Planning Commission Meeting of 5/14/2009

Case: SDR-34010
16206810106
CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

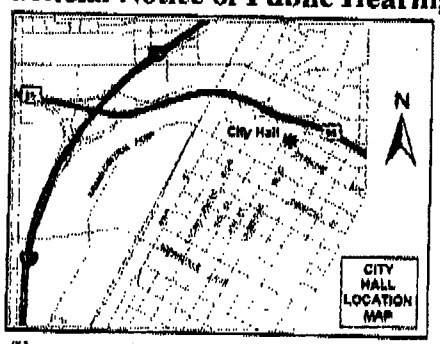
Submitted after final agenda
Date 5/12/09 Item 29 P

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 MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 12 2009

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

1 Homeless & Crime Graffiti

Please use available blank space on card for your comments.

No more

SDR-34010
Planning Commission Meeting of 5/14/2009

Case: SDR-34010
16208101005
JAK T D FAMILY L P
%D KHAL
1626 S W WALKER RD
GRESHAM OR 97080-0000

Submitted after final agenda

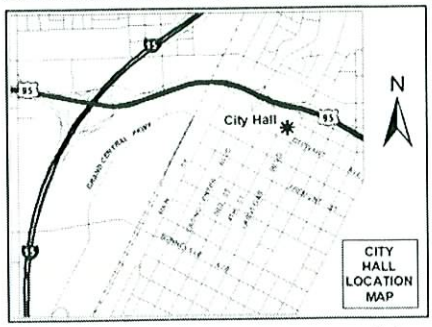
Date 5/12/09 Item 29P

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 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 06 2009

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Case: SDR-34010

16207613046
FOYT ELIZABETH ANN
2851 S VALLEY VIEW #1143
LAS VEGAS NV 89102-0143

☒ I SUPPORT this Request ☐ I OPPOSE this Request

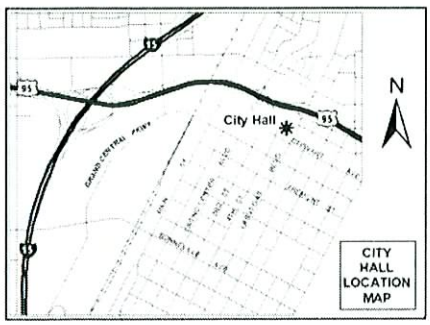
Please use available blank space on card for your comments.

SDR-34010
Planning Commission Meeting of 5/14/2009

29A

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-34010

Planning Commission Meeting of 5/14/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

RECEIVED
MAY 06 2009

Case: SDR-34010
16207613026
FOYT ELIZABETH ANN
2851 S VALLEY VIEW BLVD #1143
LAS VEGAS NV 89102-0143

89102$0143-0063

29A

City of Las Vegas Agenda Item No.: **108.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

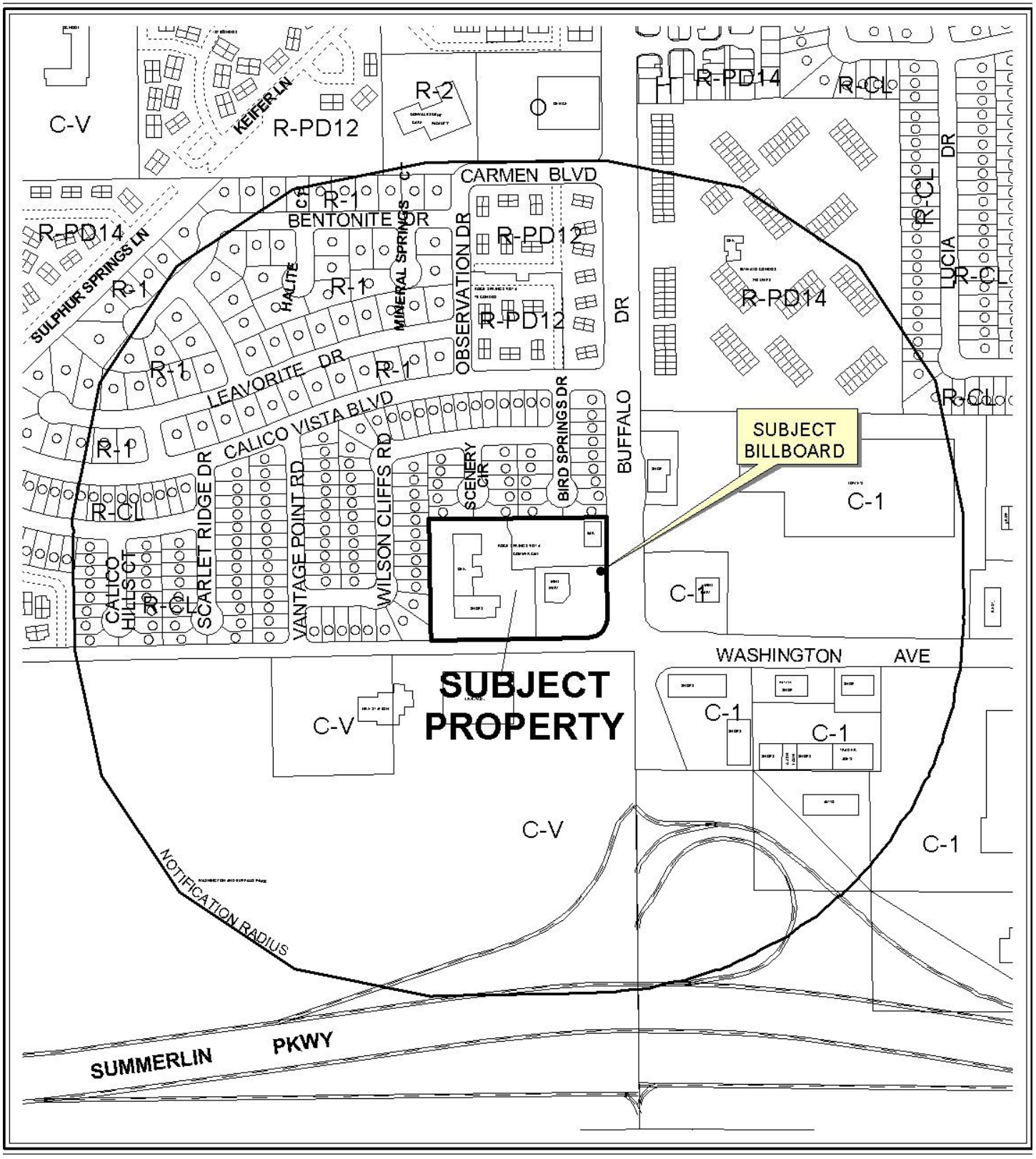
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33738 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: RANDY BLACK - OWNER: F M & NANCY L CORRIGAN TRUST - Required Review of a previously approved Variance (V-0043-96) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 921 North Buffalo Drive (APN 138-28-620-005), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) NOTE: THIS APPLICATION HAS BEEN AMENDED TO REFLECT APPLICANT: BLACK GAMING - OWNER: REBEL OIL CO. INC AND AN APN OF 138-28-620-003. The Planning Commission (3-2 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**25**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (3-2 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. City Council Action Letter for V-0043-96(1)
7. Protest Postcard
8. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 24



CASE: **RQR-33738**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



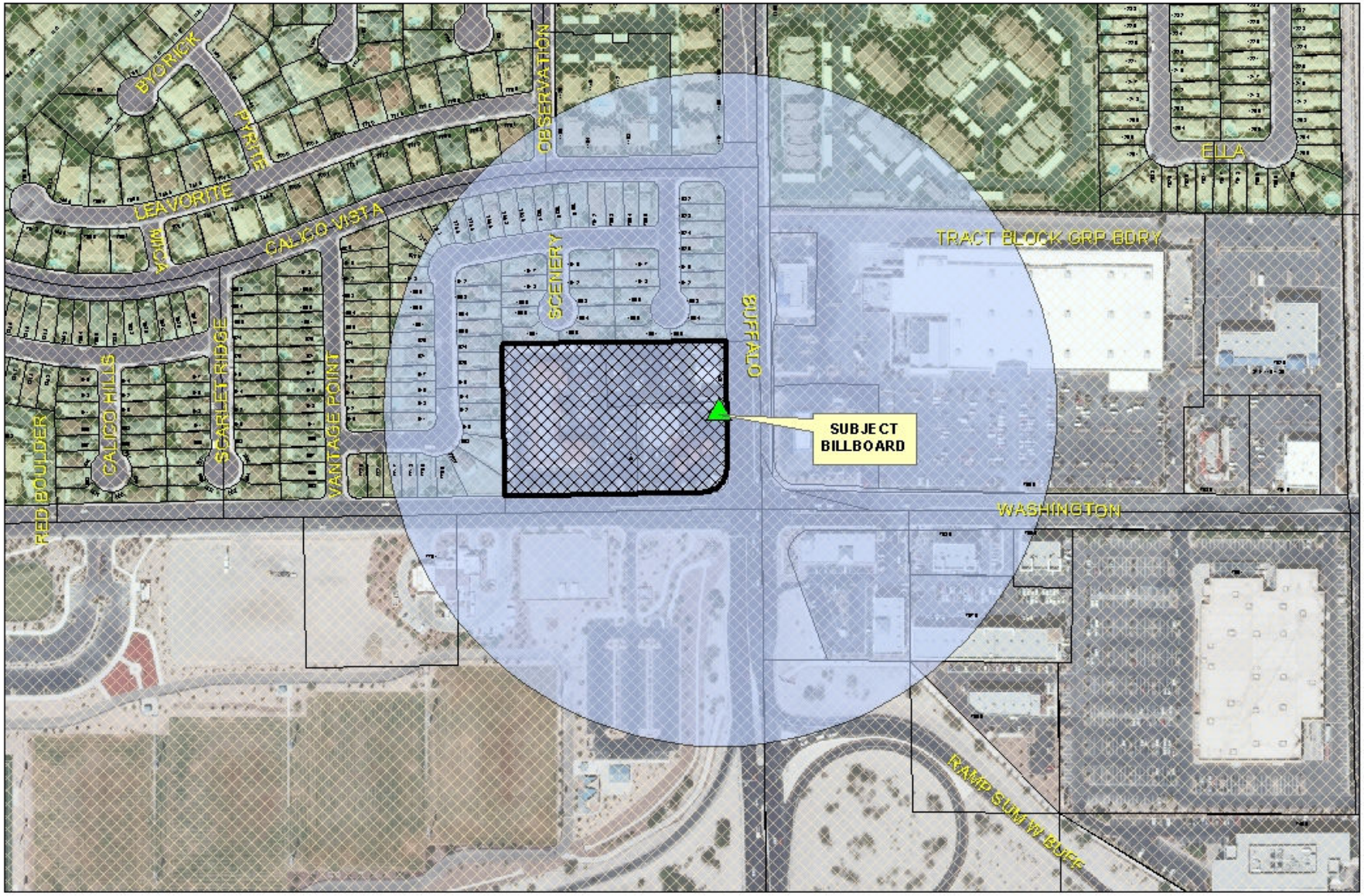
0 400 800 Feet

CASE: **RQR-33738**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-33738

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
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33738 – APPLICANT: BLACK GAMING - OWNER: REBEL OIL CO., INC.

** CONDITIONS **

The Planning Commission (3-2/gt/ke vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to the conditions of approval for Variance (V-0043-96).

2. This Variance (V-0043-96) shall be placed on an agenda closest to August 15, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) 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 Sign (Billboard) is removed.

3. Conformance to the size requirements for an Off-Premise Sign in accordance with Title 19.14.100 within 30 days of City Council.

4. The Off-Premise Sign (Billboard) 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 Sign (Billboard).

5. If the existing off-premise sign is voluntarily demolished, this Variance (V-0043-96) 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.

6. 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 Review of a previously approved Variance (V-0043-96) that allowed a 55-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 921 North Buffalo Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
03/16/83	The City Council approved a request for a Rezoning (Z-0010-83) from R-1 (Single-Family Residential) to R-3 (Medium Density Residential) of property generally located on the south side of Johnson Avenue between Pecos Street and Honolulu Street. The Planning Commission recommended approval on 02/22/83.
01/20/93	The City Council approved a request for a Variance (V-0172-92) to allow an Off-Premise Sign (Billboard) within 660 feet of the nearest right-of-way line of Summerlin Parkway where such use is prohibited. The Board of Zoning Adjustment recommended denial on 12/22/92.
01/20/93	The City Council Struck from the agenda a request for a Special Use Permit (U-0238-92) to allow a 21-foot by 32-foot Off-Premise Sign (Billboard) located at the northwest corner of North Buffalo Drive and West Washington Avenue. The Board of Zoning Adjustment recommended denial on 09/22/92.
06/19/96	The City Council approved a request for a Variance (V-0043-96) to allow an existing non-conforming Off-Premise Sign (Billboard) to be relocated from 280 feet to 130 feet from a residential district where 300 feet is the minimum distance separation required at 911 North Buffalo Drive. The Board of Zoning Adjustment recommended approval on 05/28/96.
11/20/96	The City Council approved a request for a Plot Plan and Building Elevation Review [U-0194-93(4)] for a proposed Tavern with a proposed Restaurant in an approved Retail Shopping Center at 903 North Buffalo Drive. The Board of Zoning Adjustment recommended approval on 10/22/96.
05/11/98	The City Council approved a request for a Variance (V-0001-98) to allow an existing 40-foot tall, legal non-conforming Off-Premise Sign (Billboard) within the Off-Premise Exclusionary Zone to be raised to a height of 55 feet where such is not allow at 901 North Buffalo Drive. The Board of Zoning Adjustment recommended approval on 03/03/98.
08/15/01	The City Council approved a request for a Required Review [V-0043-96(1)] of an approved Variance (V-0043-96) that allowed an existing conforming Off-Premise Sign (Billboard) to be relocated from 280 feet to 130 feet from a residential zoning district where 300 feet is the minimum distance required at 911 North Buffalo Drive.

10/16/08	A Code Enforcement case (70714) was processed for a Physical Therapist office chaining a sign to a streetlight at the corner of Buffalo Drive and Washington Avenue. The sign blocks the southwest corner- owner asked to remove the sign and they refused. Code Enforcement closed the case on 10/20/08.
06/11/09	The Planning Commission voted 3-2/gt/ke to recommend DENIAL (PC Agenda Item #24/ds).
Related Building Permits/Business Licenses	
04/03/98	A building permit (98007014) was issued for a Convenience Store at 901 North Buffalo Drive. The permit was finalized on 10/20/98.
04/03/98	A building permit (98007015) was issued for Fuel Island Canopies at 901 North Buffalo Drive. The permit was finalized on 10/20/98.
06/01/98	A building permit (98011416) was issued for a new building at 901 North Buffalo Drive. The permit was finalized through Plans Check C-246-97.
07/27/98	A building permit (98015204) was issued for a pole sign with electricity at 901 North Buffalo Drive. The permit was finalized on 10/02/98.
08/13/98	A building permit (98016548) was issued for a water feature that is 15 inches deep at 901 North Buffalo Drive. The permit was finalized on 10/02/98.
09/15/98	A building permit (98018674) was issued to raise an existing billboard to a height of 55 feet at 911 N. Buffalo Drive. The permit was finalized on 10/09/98.

Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
04/09/09	Staff conducted a field check of the subject site with the following observations: • The sign has no embellishments, animated signage, or electronic displays. • Two different size billboard signs are displayed; one does not appear to meet Title 19.14.100 requirements. • The backs of one billboard's structural components are viewable to the public. • The sign facings and supporting structure appear in good condition.

Note: A condition of approval has been added for the Off-Premise Sign to be in conformance with the size requirements of Title 19.14.100 within 30 days of City Council.

Details of Application Request	
Site Area	
Gross Acres	0.90

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
South	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail Establishment and 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	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in a C-1 (Limited Commercial) 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 does not have an embellishment. One of the sign faces appears to exceed Title 19.14 size requirements.	N
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 55 feet tall.	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	The structural elements behind one of the sign faces are exposed and viewable to the public.	N
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is at least 300 feet from another billboard sign.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is approximately 100 feet from property zoned for residential use.	N**
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.	Sign is permanently secured to the ground and the sign is not located on property zoned for residential use.	Y

* The City Council approved a request for a Variance (V-0001-98) to allow an existing 40-foot tall, legal non-conforming Off-Premise Sign (Billboard) within the Off-Premise Exclusionary Zone to be raised to a height of 55 feet where such is not allow at 901 North Buffalo Drive.

** The City Council approved a request for a Variance (V-0043-96) to allow an existing non-conforming Off-Premise Sign (Billboard) to be relocated from 280 feet to 130 feet from a residential district where 300 feet is the minimum distance separation required at 911 North Buffalo Drive.

ANALYSIS

This is the second Required Review of a previously approved Variance (V-0043-96) for an existing legal non-conforming Off-Premise Sign (Billboard) to be relocated from 280 feet to 130 feet from a residential district where 300 feet is the minimum distance separation required at 911 North Buffalo Drive. Additionally, an additional Variance (V-0001-98) was approved for the same sign allowing the height to be raised to 55 feet.

A research of the building permit activity found that sign permit #98018674 was issued to raise the billboard sign to a height of 55 feet, which received a final inspection on 10/09/98 under the address of 911 North Buffalo Drive. Staff conducted a field check of the subject site and found though the sign faces and supporting structure were in good condition, one of the faces appeared to exceed Title 19.14.100 size requirements pertaining to a maximum size of 672 square feet.

FINDINGS

The sign is located in a C-1 (Limited Commercial) zoning district and is within the Off-Premise Sign Exclusionary Zone, therefore, is considered an existing legal non-conforming sign. Title 19.14.100 limits the size of an Off-Premise Sign (Billboard) to a maximum of 672 square feet. During a site inspection, staff found the structure had two (2) different size signs with one that appeared to exceed Title 19 size requirements. Additionally, the structural elements behind the larger sign were easily viewable to the public. As the sign does not meet Title 19.14.100 size requirements, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 34

SENATE DISTRICT 8

NOTICES MAILED 759 by City Clerk

APPROVALS 0

PROTESTS 23

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-33738** APN: 138-28-620-003

Name of Property Owner: Rebel Oil Co Inc

Name of Applicant: Black Gaming

Name of Representative: KKBRF, Tony Celeste

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: Jack Cason

Print Name: Jack Cason

Subscribed and sworn before me

This 11TH day of May, 2009

Carol J. Shivers

Notary Public in and for said County and State

CAROL J. SHIVERS
Notary Public State of Nevada
No. 92-3850-1
My appt. exp. July 23, 2012

FIRE DEPARTMENT NOTES

1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE CITY OF LAS VEGAS FIRE DEPARTMENT "HYDRANT SPECIFICATIONS", "HYDRANT INSTALLATION SPECIFICATIONS" AND ORDINANCE #6-17.
2. AUTHORIZED HYDRANTS FOR THIS PROJECT ARE:
   A. KENNEDY GUARDIAN
   B. MUELLER A-423 CENTURIAN
   C. CLOW MODEL 2546 MEDALLION
3. ON ANY NEW HOME OR BUILDING INSTALLATION, ACCESSIBLE FIRE HYDRANTS SHALL BE INSTALLED BEFORE COMBUSTIBLE CONSTRUCTION COMMENCES AND SAID FIRE HYDRANTS SHALL BE IN GOOD WORKING ORDER WITH AN ADEQUATE WATER SUPPLY.
4. CONTRACTOR SHALL PLACE A BLUE REFLECTIVE MARKER AT CENTERLINE OF STREET ADJACENT TO FIRE HYDRANT AS REQUIRED BY ORDINANCE #6177 TO IDENTIFY FIRE HYDRANT LOCATIONS.
5. CALL THE LAS VEGAS BUILDING DEPARTMENT AT [illegible] FOR UNDERGROUND INSPECTION, PRESSURE AND FLUSH VERIFICATION OF ALL FIRE HYDRANTS AND FIRE LINES BEFORE COVERING.
6. PAINTING OF THE CURBS AND HYDRANT AND ANY WORK NECESSARY FOR PROTECTION OF HYDRANTS FROM PHYSICAL DAMAGE PER ORDINANCE #5177 SHALL BE COMPLETED BEFORE APPROVAL BY THE CITY OF LAS VEGAS FIRE DEPARTMENT.
7. A PERMIT IS REQUIRED FROM THE FIRE DEPARTMENT FOR ON-SITE WATER LINE AND FIRE HYDRANT. THE HYDRANT AND CONTRACTORS MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING FORM SHALL BE OBTAINED FROM THE FIRE PROTECTION ENGINEER PRIOR TO ANY WORK BEGINNING.
8. A FLOW TEST MUST BE WITNESSED BY THE FIRE DEPARTMENT PRIOR TO OCCUPANCY FOR VERIFICATION OF REQUIRED ON-SITE WATER SUPPLY.
9. ALL ON-SITE FIRE MAIN MATERIALS MUST BE U.L. LISTED AND A.W.W.A. APPROVED.
10. FIRE HYDRANT SPACING:
    RESIDENTIAL - 500 FEET UNSPRINKLERED, 800 FEET SPRINKLERED.
    COMMERCIAL INCLUDING MULTI-FAMILY - 300 FEET UNSPRINKLERED, 400 FEET SPRINKLERED.
11. NO FIRE HYDRANT SHALL BE LOCATED WITHIN THE REQUIRED RADIUS OF A CUL-DE-SAC OR WITHIN 20 FEET OF THE PERIMETER OF THE RADIUS OF THE CUL-DE-SAC.
12. NO FIRE HYDRANT SHALL BE LOCATED WITHIN 6 FEET OF ANY CURB RETURN, DRIVEWAY, POWER POLE, STREET LIGHT OR ANY OTHER OBSTRUCTION.
13. NOT MORE THAN 2 HYDRANTS CAN BE OUT OF SERVICE DUE TO A SINGLE MAIN BREAK.
14. THE TURNING RADIUS FOR ANY FIRE APPARATUS ACCESS ROAD AND/OR FIRE LANE, PUBLIC OR PRIVATE SHALL BE NOT LESS THAN 45 FEET OUTSIDE RADIUS AND 22 FEET INSIDE RADIUS.
15. A FIRE APPARATUS ROAD SHALL BE REQUIRED WHICH ANY PORTION OF AN EXTERIOR WALL OF THE FIRST STORY IS LOCATED MORE THAN 150 FEET FROM A FIRE DEPARTMENT VEHICLE ACCESS. (SEE EXCEPTIONS IN UFC #1, SECTION 10.207).
16. ALL DEAD END FIRE APPARATUS ACCESS ROADS AND/OR FIRE LANES PUBLIC OR PRIVATE IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED TURNAROUND AREA. SEE ORDINANCE #6177.
17. ELECTRICALLY CONTROLLED [illegible] SHALL BE PROVIDED WITH [illegible] EMERGENCY VEHICLE DETECTOR AND [illegible] SYSTEM AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS ORDINANCE #6177 FOR AUTOMATIC EMERGENCY VEHICLE ACCESS GATES.

C L V STREETLIGHT NOTES

1. ALL STREET LIGHT INSTALLATIONS SHALL CONFORM TO THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF LAS VEGAS, AND SHALL ALSO CONFORM TO THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OF OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, LATEST EDITION, UNLESS OTHERWISE NOTED.

ESTIMATE OF QUANTITIES

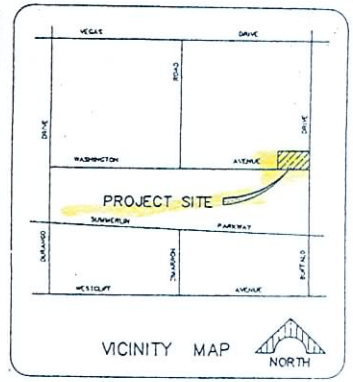
STA. P.I. WITH 6" GATE VALVE & 6" PVC LAT.	3 EA
8" PVC WATER	690 LF
8" GATE VALVE WITH VALVE BOX & COVER	1 EA
8" [illegible]	1 CA
1 1/2" WATER SERVICE LATERAL	5 EA
2" WATER SERVICE LATERAL	1 EA
1-6" RPPA	1 EA
[illegible]	6 EA
STREET LIGHTS	2686 SF
HANDICAP RAMPS	6 EA
6" CATCH BASIN	1 EA
SIDEWALK UNDERDRAIN	1 EA
[illegible]	170 SF

C L V SEWER NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE DESIGN & CONSTRUCTION STANDARDS FOR WASTEWATER COLLECTION SYSTEMS AND THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA, AS AMENDED. IN ALL CASES, THESE STANDARDS SHALL SUPERSEDE THE UNIFORM STANDARD SPECIFICATIONS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE AWARE OF THE CONTENTS OF THE ABOVE SPECIFICATION BOOKS.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM CONSTRUCTION AS PER PLANS. ANY ADDITIONS, DELETIONS OR CHANGES SHALL FIRST MEET WITH THE APPROVAL OF THE CONTROLLING AGENCY.
3. CHISEL "S" OR "G" IN CURBS WHERE SEWER OR GAS LATERALS PASS UNDER THE CURB.
4. POLYVINYL (PVC) SEWER PIPE SHALL MEET ASTM D-3034 SDR 35 SPECIFICATIONS, INSTALLED WITH SAND BEDDING AND BACKFILL OF TYPE B GRANCEL.
5. ALL MANHOLES IN PAVED STREETS 60' R/W AND LARGER, SHALL HAVE CONCRETE COLLARS.
6. TEE SADDLES SHALL BE USED TO CONNECT SEWER LATERALS TO EXISTING MAIN LINES UP TO 15" DIAMETER IN SIZE. CONNECTIONS TO 15" OR LARGER MAINS SHALL REQUIRE SPECIAL PROCEDURES.
7. A SEWER MAIN CROSSING OVER A WATER MAIN OR LESS THAN 18" UNDER A WATER MAIN, MUST BE REINFORCED CONCRETE ENCASED FOR A DISTANCE NOT LESS THAN TEN FEET (10') TO EACH SIDE OF THE CENTERLINE OF THE WATER MAIN.
8. ALL CONTRACTORS INSTALLING SEWER MAINS THAT WILL BE UNDER THE JURISDICTION OF THE CONTROLLING AGENCY MUST BE CLASS "A" CONTRACTORS.
9. THE CITY OF LAS VEGAS WILL NOT ACCEPT ANY SEWER MAINS WHICH HAVE A VERTICAL DEFLECTION OF MORE THAN FIVE TENTHS (0.5) OF A FOOT (0.5') FROM THE APPROVED CONSTRUCTION PLANS. SEWER MAINS FOUND TO EXCEED THIS TOLERANCE WILL HAVE TO BE REPAIRED OR REMOVED AND REPLACED TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO ACCEPTANCE BY THE CITY.

LEGEND

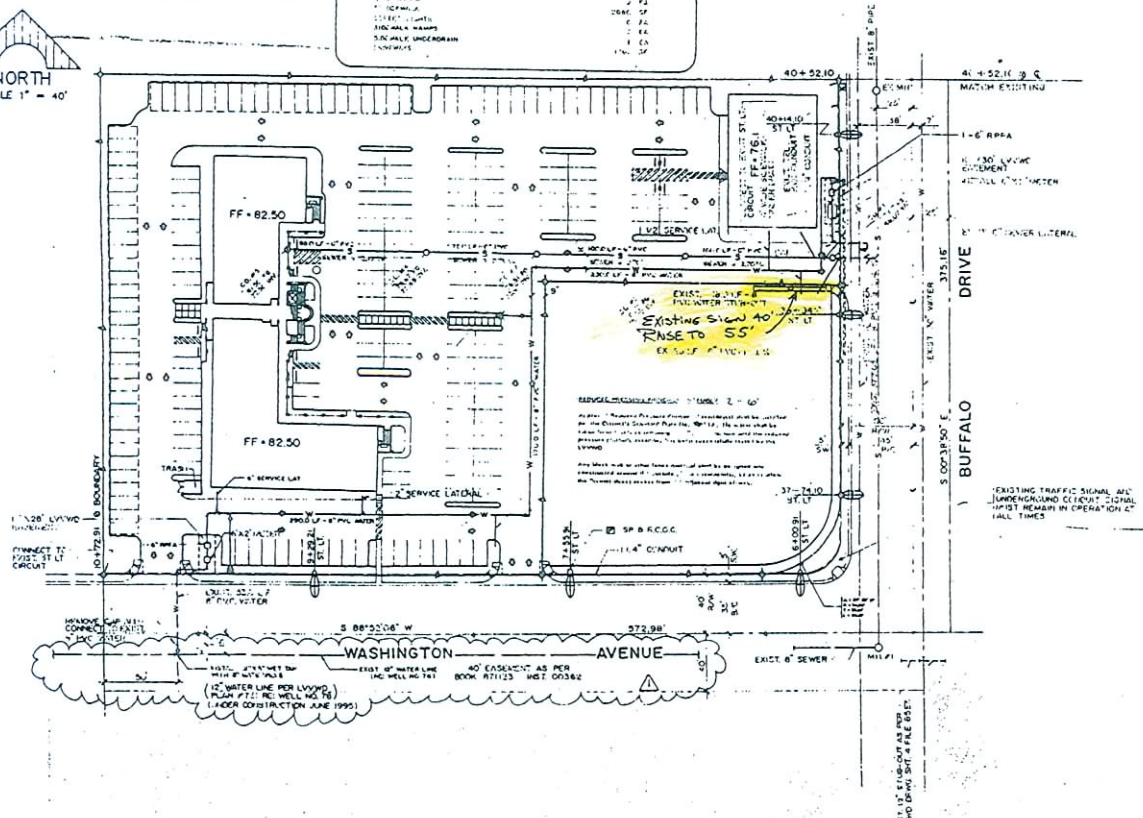
- FIRE HYDRANT W/ 6" G.V.
- WATER LINE
- SEWER LINE
- SEWER LATERAL
- GATE VALVE
- SEWER MANHOLE
- 1 1/4" PVC CONDUIT (ST. LT.)
- 250W HPS LUMINAIRE W/ 11 GA. POLE
- 100W HPS LUMINAIRE W/ 11 GA. POLE
- NO. 3 1/2 CONC. PULL BOX W/ METAL COVER
- COVERED PARKING SPACES

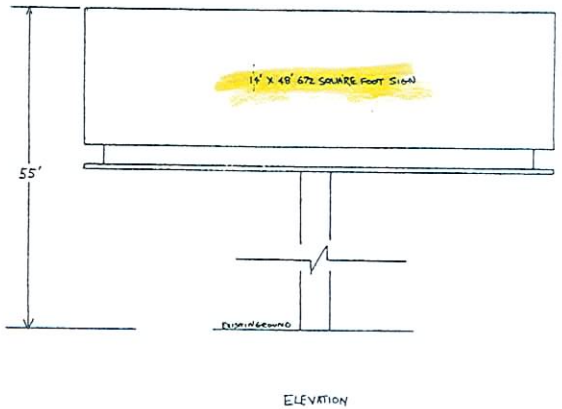


VICINITY MAP

NORTH

NORTH
SCALE 1" = 40'





ELEVATION

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MAY 19 2009

RQR-33738
06/11/09 PC

REV.	DATE	DESCRIPTION
		[illegible]
		[illegible]
		[illegible]

RECOMMENDED:

LEONARDO V. DeLUNA R.E. NO. 3784 DATE

DeLUNA, INC.
ENGINEERING • PLANNING • SURVEYING
7310 SMOKE RANCH ROAD, SUITE 1, LAS VEGAS, NEVADA 89128 (702) 255-8242

SHEET CONTENTS:
ROCK SPRINGS VISTA DEV. CO.
ROCK SPRINGS VISTA COMMERCIAL
UTILITY PLAN

SHEET 1 OF 2 SHEETS

107-V2354

9429 UP



RQR-33738 - APPLICANT: BLACK GAMING - OWNER: REBEL OIL CO. INC
921 NORTH BUFFALO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

04/09/09



RQR-33738 - APPLICANT: BLACK GAMING - OWNER: REBEL OIL CO. INC
921 NORTH BUFFALO DRIVE
JUNE 11, 2009 PLANNING COMMISSION

04/09/09

KUMMER KAEMPFER

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kkbrf.com
702.693.4215

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 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: 775.882.0257

May 18, 2009

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: Justification Letter RQR-33738
Black Gaming
901 N. Buffalo Drive
APN 138-28-620-003

To Whom It May Concern:

Please be advised this office represents Black Gaming (the "Applicant"). This is a required review of an off-premise sign conducted by the City. The off-premise sign is located at 901 N. Buffalo Drive, more particularly know as APN 138-26-620-003. The Applicant has complied with all requirements of its approval. Additionally, there has been no change in circumstances since the approval of the off-premise sign. Therefore, the off-premise sign is compatible.

We thank you in advance for your time and consideration.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Anthony J. Celeste

AJC/dmf

RECEIVED
09 MAY 19 AM 9:27
PLANNING AND DEVELOPMENT

RQR-33738
06/11/09 PC

LAW FIRMS WORLDWIDE MERITAS

759865_1.DOC

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

September 6, 2001

Mr. Robert R. Black, Sr.
Virgin River Casino Corp.
911 North Buffalo Drive, Suite 201
Las Vegas, Nevada 89128

RE: V-0043-96(1) - REQUIRED FIVE YEAR REVIEW - VARIANCE
CITY COUNCIL MEETING OF AUGUST 15, 2001

Dear Mr. Black:

The City Council at a regular meeting held August 15, 2001 APPROVED the Required Five Year Review of an Approved Variance WHICH ALLOWED AN EXISTING NON-CONFORMING OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO BE RELOCATED FROM 280 FEET TO 130 FEET FROM A RESIDENTIAL ZONING DISTRICT, WHERE 300 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED at 911 North Buffalo Drive (APN: 138-28-620-005), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2001. This approval is subject to:

Planning and Development

1. The Variance shall be reviewed in two 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 approval 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 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

112-012-11/00

RQR-33738
05/14/09 PC

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.

Sincerely,

Gabriela S. Portillo-Brenner

GABRIELA S. PORTILLO-BRENNER
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

RQR-33738
05/14/09 PC

RECEIVED
CITY CLERK

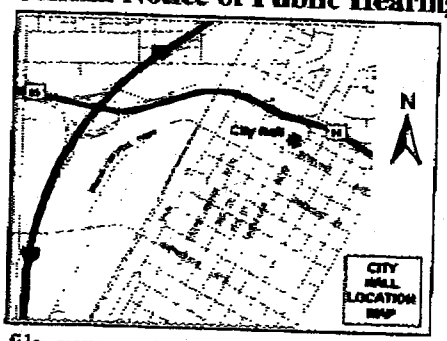
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2009 JUL -7 A 8:41

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.41
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



TOTALLY TERRIBLE! A GIGANTI
EYE SORE NOT SUITED TO
NEIGHBORING AREA!

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.

RQR-33738

City Council Meeting of 7/15/2009

RIEMER EDWIN & BILLIE J
7813 LEAVORITE DR
LAS VEGAS NV 89128-4098

APN#13828614026

EAVDS11 89128

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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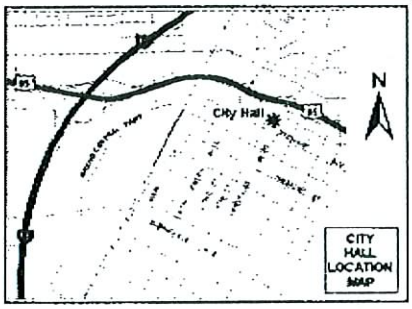
Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 05 2009

This sign sh
never have beer
allowed in the f
place. It is sur
by residential n
and is an eyesore
the community
Gary D. A

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.

RQR-33738

Planning Commission Meeting of 5/14/2009

Case: RQR-337

13828612022
SCHULTZ FAMILY TRUST
1104 PYRITE LN
LAS VEGAS NV 89128-3820

30P

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 MAY 01 2009
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738

Planning Commission Meeting of 5/14/2009

Case: RQR-33738

13828512011
VIA GINA T
7804 CLARKDALE DR #201
LAS VEGAS NV 89128-3629

30P

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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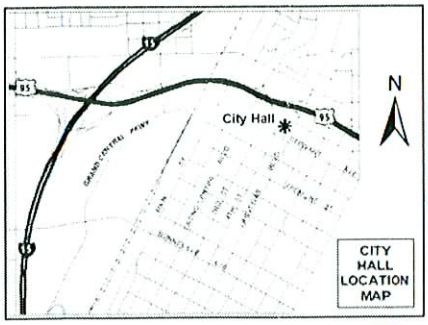
MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 06 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828512027
JAMES MERLE W & RUTH M
7804 SNOWDEN LN #201
LAS VEGAS NV 89128-3884

30P

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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MAY 01 2009
MAILED FROM ZIP CODE 89101

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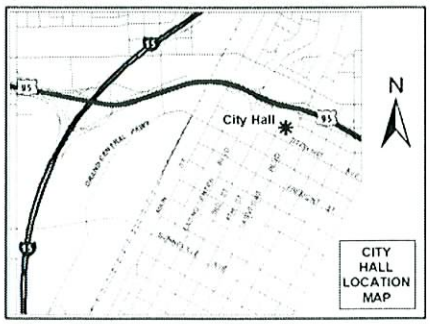
MAY 06 2009

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.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828618035
ICHIMURA WILLIAM K REV LIV TR
908 WILSON CLIFFS RD
LAS VEGAS NV 89128-4039

30 P

Application Information

RQR-33738 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: RANDY BLACK - OWNER: F M & NANCY L CORRIGAN TRUST - Required Review of a previously approved Variance (V-0043-96) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 921 North Buffalo Drive (APN 138-28-620-005), C-1 (Limited Commercial) Zone, Ward 4 (Steinman)

There is already a billboard ABOVE the Roadrunner Bar AT Buffalo and Washington If this is to replace that billboard I have no problem, but there is another billboard set up on Bubble it would ~~too~~ look Bad for the home owners who live in that area. That one billboard take up enough space where it is.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 14, 2009***
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. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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
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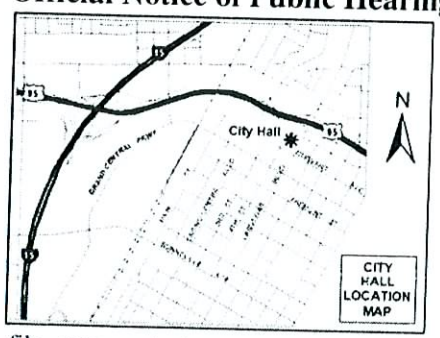
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738

13828610051
HILL ROBERT D
917 BOULDER SPRINGS DR #201
LAS VEGAS NV 89128-0368

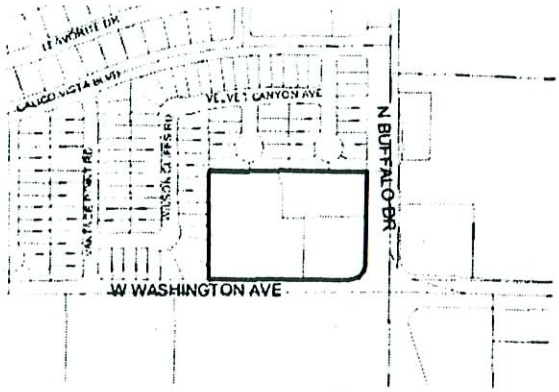
30P

Application Information

RQR-33738 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: RANDY BLACK - OWNER: F M & NANCY L CORRIGAN TRUST - Required Review of a previously approved Variance (V-0043-96) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 921 North Buffalo Drive (APN 138-28-620-005), C-1 (Limited Commercial) Zone, Ward 4 (Steinman)

a sign of this size is not considered & not appropriate for this area! We strongly oppose this placement.

Application Location



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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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0004239954 MAY 01 2009
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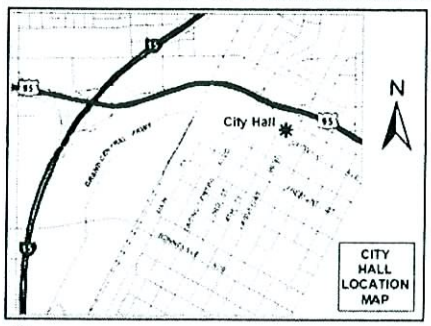
Official Notice of Public Hearing



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MAY 07 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

13828614026
RIEMER EDWIN & BILLIE J
7813 LEAVORITE DR
LAS VEGAS NV 89128-4098

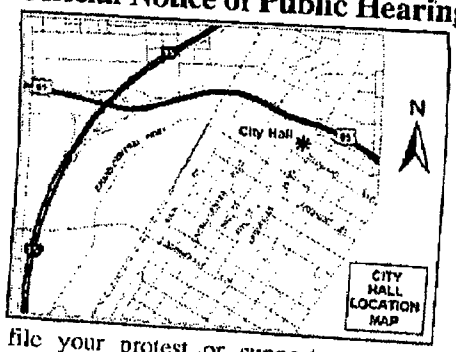
Case: RQR-33738

30P

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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MAY 13 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738

Planning Commission Meeting of 5/14/2009

13828512055 Case: RQR-33738
WARD JAMES A
1301 MARKWOOD CIR #201
LAS VEGAS NV 89128-3702

Submitted after final agenda

Date 5/13/09 **Item** 30P

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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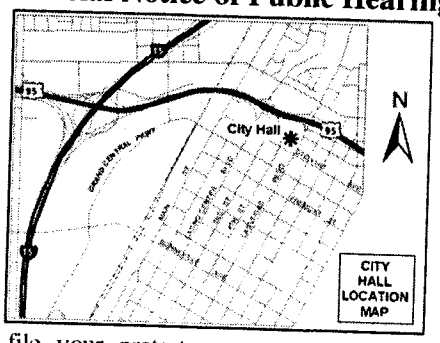
Official Notice of Public Hearing



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MAY 12 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738

Planning Commission Meeting of 5/14/2009

13828512018 Case: RQR-33738
JAMES VIRGINIA B SURVIVOR'S TR
7805 CLARKDALE DR #102
LAS VEGAS NV 89128-3863

Submitted after final agenda

Date 5/12/09 **Item** 30 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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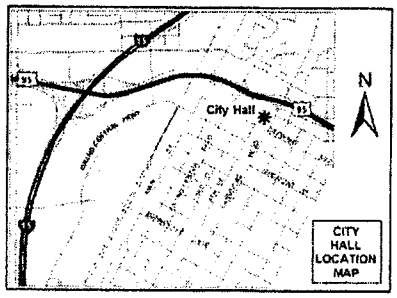

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Victor Fouquet
Norma J Fouquet

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828612026
FOUQUET VICTOR J & NORMA J
1113 HALITE CT
LAS VEGAS NV 89128-3819

Submitted after final agenda

Date 5/11/09 Item 30P

Judith A. Spille
12705 Le Floss Ave. Norwalk, CA 90650

PRESORTED FIRST CLASS

USA FIRST-CLASS FOREVER PITNEY BOWES $00.39⁴ MAY 01 2009 MAILED FROM ZIPCODE 89101

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MAY 12 2009

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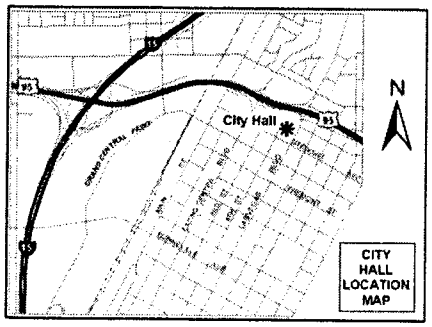
Official Notice of Public Hearing



City of Las Vegas
Planning & Development Dept
Development Services Center
731 So. Fourth St.
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: RQR-33738

~~1362719014~~
~~SPILLE JUDITH~~
~~12705 LE FLOSS AVE~~
~~NORWALK CA 90650-0000~~

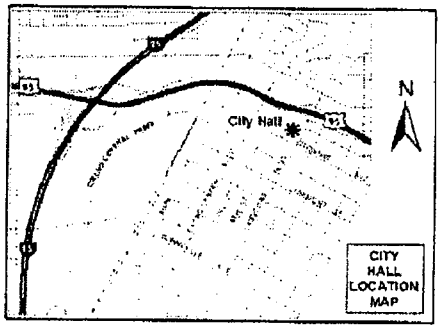
RQR-33738
Planning Commission Meeting of 5/14/2009

Submitted after final agenda

Date 5/12/09 Item 30 P

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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MAY 08 2009

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Victor Fouquet
Norma J. Fouquet

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828612026
FOUQUET VICTOR J & NORMA J
1113 HALITE CT
LAS VEGAS NV 89128-3819

Submitted after final agenda

Date 5/8/09 Item 30P

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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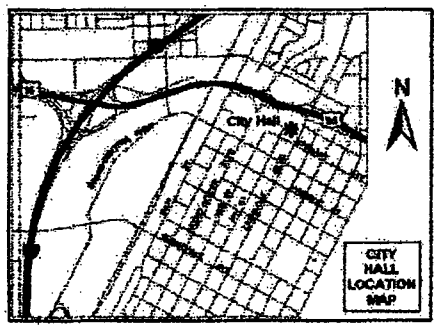
MAILED FROM ZIP CODE 89101

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.

RQR-33738

Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 08 2009

Case: RQR-33738

13828610020
PRIBYL SHAUNA E & CHARLES
P O BOX 16251
SAN DIEGO CA 92176-6251

Submitted after final agenda

Date 5/8/09 Item 30 P

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
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MAY 01 2009
MAILED FROM ZIP CODE 89101

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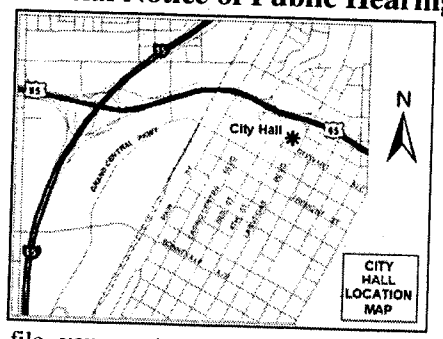

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☒ I OPPOSE this Request

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RQR-33738

Planning Commission Meeting of 5/14/2009

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MAY 12 2009

13828610106 Case: RQR-33738
WILLS ALAN J & NORMA B
22440 CAIRNLOCH ST
CALABASAS CA 91302-5808

Submitted after final agenda

Date 5/12/09 Item 30 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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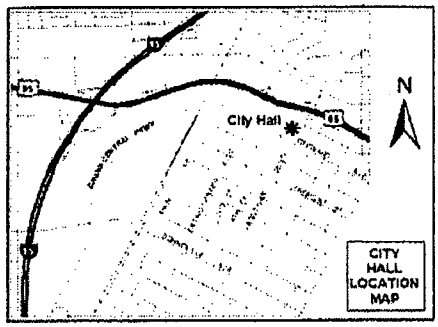

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Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828610024
LEAVITT ROBERT A & PENELOPE N
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

92064 1332 C015

Submitted after final agenda

Date 5/12/09 Item 30P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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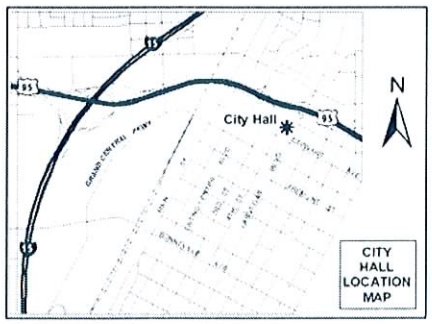

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33738
Planning Commission Meeting of 5/14/2009

Case: RQR-33738
13828614009
MCGAHEY RITA
7808 LEAVORITE DR
LAS VEGAS NV 89128-4172

24 P

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
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0004279218 MAY 29 2009
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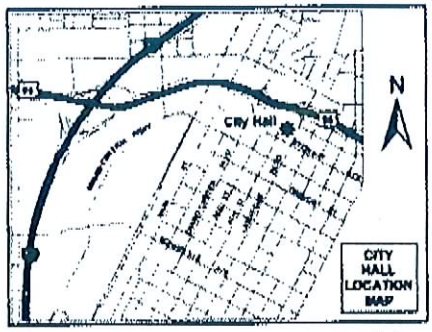

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JUN 01 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33738
Planning Commission Meeting of 6/11/2009

Case: RQR-33738
13827219295
CAO GINA
347 RIVIERA DR
UNION CITY CA 94587-3721

CAOUCP 11 94587

24 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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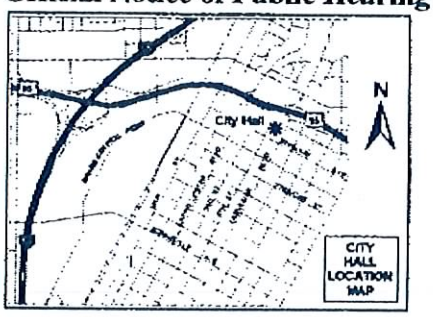

This is a very ugly sign & should have never been allowed in a very heavily populated residential neighborhood.

Larry & Jean Sc

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

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RQR-33738

Planning Commission Meeting of 6/11/2009

Case: RQR-3373

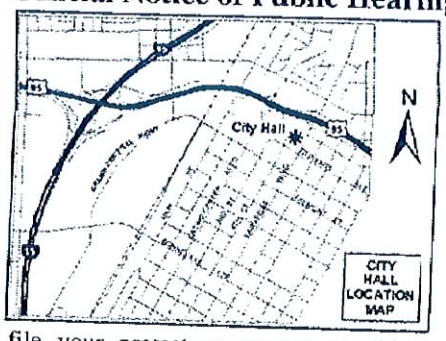
13828612022
SCHULTZ FAMILY TRUST
1104 PYRITE LN
LAS VEGAS NV 89128-3820

CAVDS11 89128

24 P

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

lease use available blank space on card for your comments.

13828512055 Case: RQR-33738
WARD JAMES A
1301 MARKWOOD CIR #201
LAS VEGAS NV 89128-3702

QR-33738

lanning Commission Meeting of 6/11/2009

CAVOS11 89128

24 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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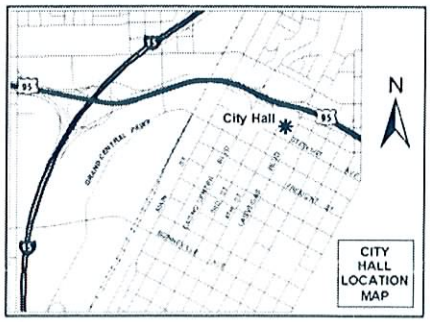

RECEIVED
JUN 03 2009

This area is more residential than comercial.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33738
Planning Commission Meeting of 6/11/2009

Case: RQR-33738
13827219301
BARBER KEVIN D
1150 N BUFFALO DR #2050
LAS VEGAS NV 89128-0388

CAVDP11 A9128

24p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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0004279218 MAY 29 2009
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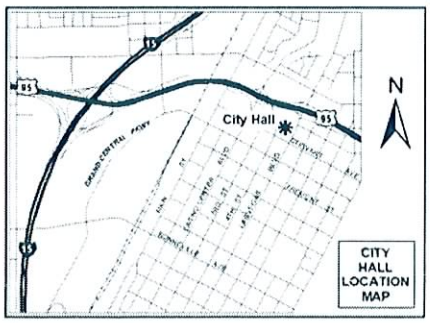

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RQR-33738
Planning Commission Meeting of 6/11/2009

Case: RQR-33738
13828512011
VIA GINA T
7804 CLARKDALE DR #201
LAS VEGAS NV 89128-3629

CAVDS11 89128

24P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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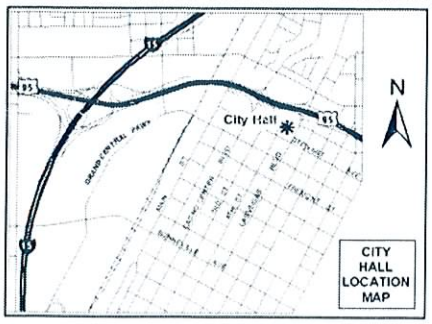

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33738
Planning Commission Meeting of 6/11/2009

Case: RQR-33738

13828512006
MILLER WADINE
7808 CLARKDALE DR #102
LAS VEGAS NV 89128-3864

CAVDS11 89128

24P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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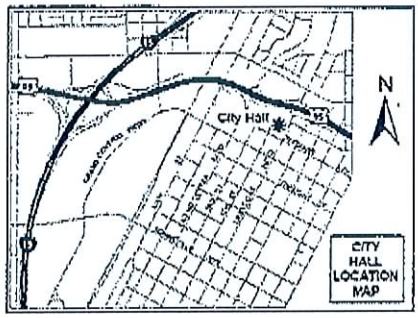

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RQR-33738
Planning Commission Meeting of 6/11/2009

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JUN 02 2009

Case: RQR-33738
13828619017
WONG JOSEPH & WINNIE
7140 ROME BLVD
LAS VEGAS NV 89131-3422

CAVDS11 89131

24P

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Planning & Development Department
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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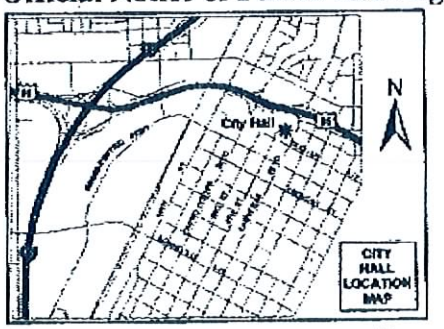

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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RQR-33738
Planning Commission Meeting of 6/11/2009

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Case: RQR-33738
13827219023
CHASSE ROBERT W
1150 N BUFFALO DR #1103
LAS VEGAS NV 89128-0385

CAVOS11 89128

24 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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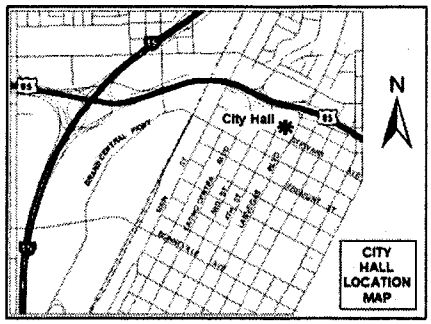

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RQR-33738
Planning Commission Meeting of 6/11/2009

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Case: RQR-33738
13828610049
NORGRESS FAMILY TRUST
917 BOULDER SPRINGS DR #101
LAS VEGAS NV 89128-0368

CAVDS11 89128

Submitted after final agenda
Date 6/8/09 Item 24P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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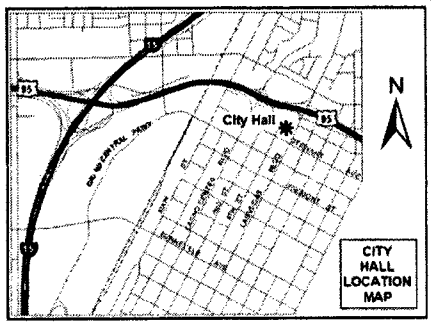

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RQR-33738

Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: RQR-33738
13828512014
MITCHELL FRANCES
10060 TROPICAL PKWY
LAS VEGAS NV 89149-1209

CAVDS11 89149

Submitted after final agenda

Date 6/8/09 Item 24P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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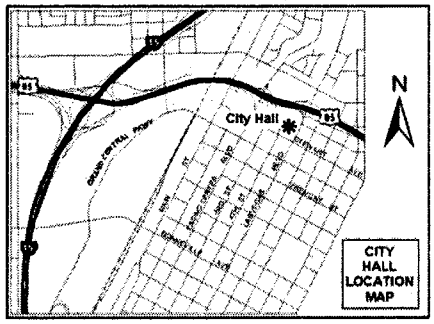

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RQR-33738
Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: RQR-33738
13828610024
LEAVITT ROBERT A & PENELOPE N
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

CAVDS11 92064

Submitted after final agenda

Date 6/8/09 Item 24P

City of Las Vegas Agenda Item No.: **109.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

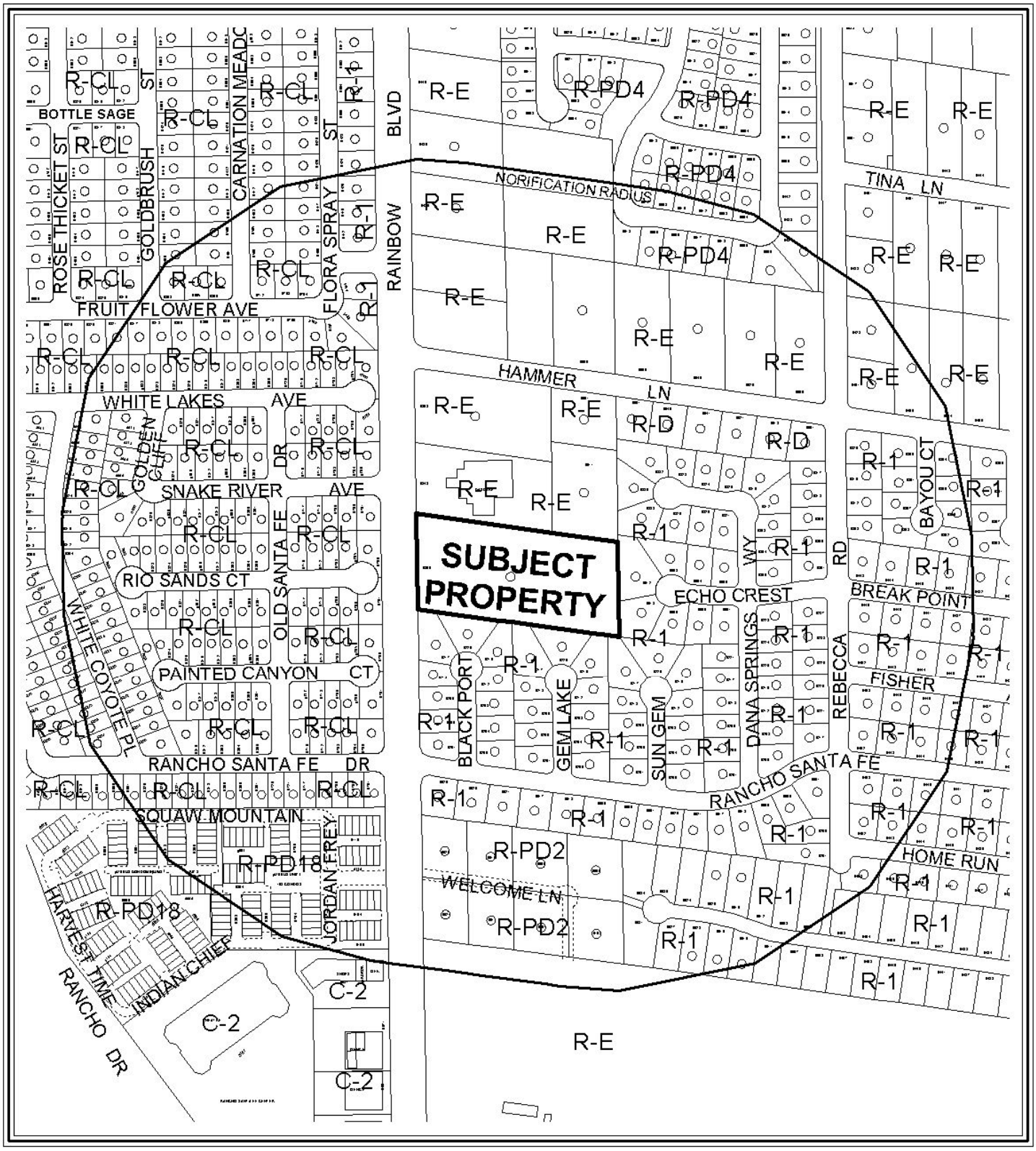
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34255 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC. - Request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP at 5300 North Rainbow Boulevard (APN 125-35-201-006), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-2 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 33



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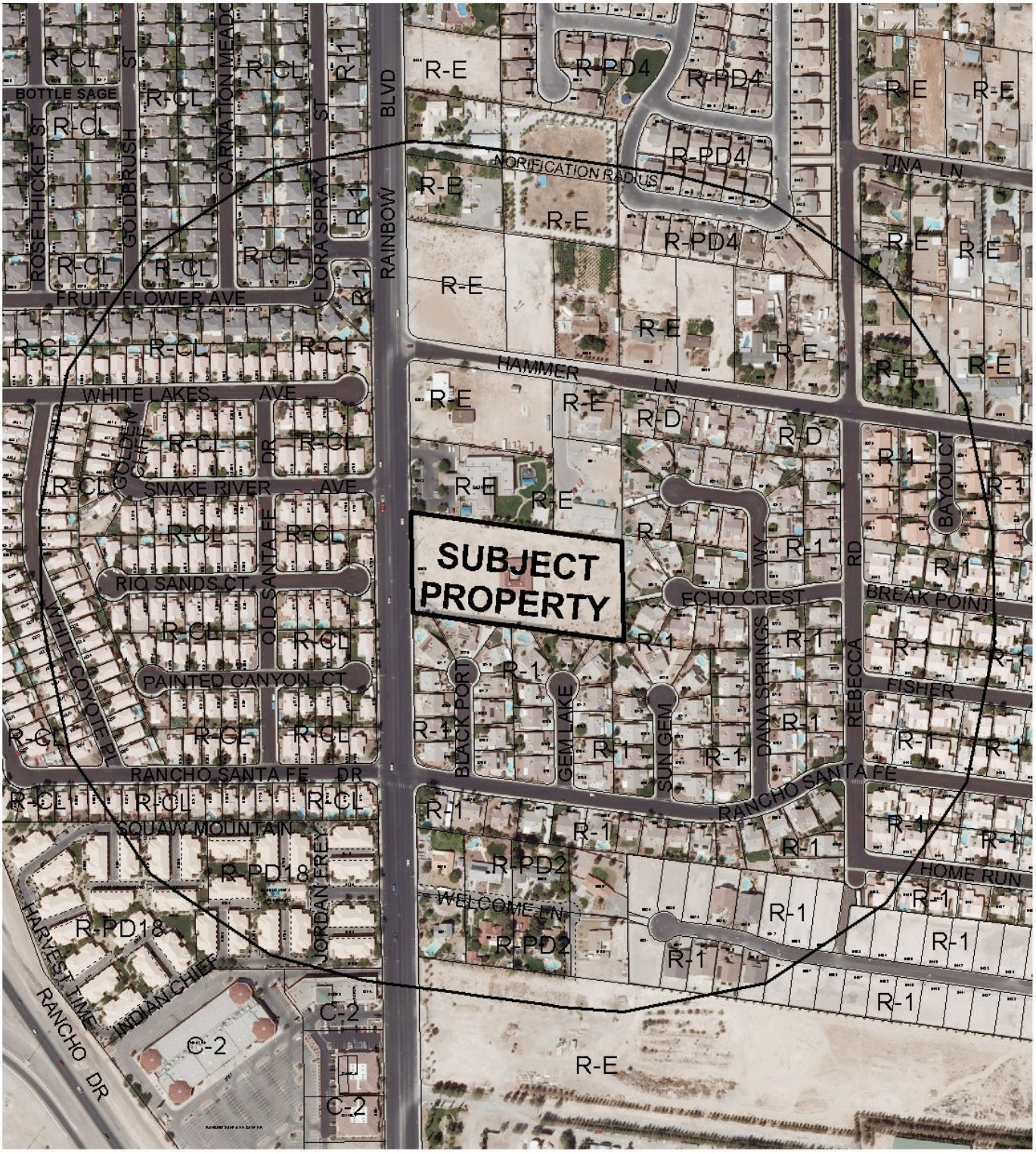
CASE: **SUP-34255**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



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CASE: **SUP-34255**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.

** CONDITIONS **

The Planning Commission (5-2/rt/bg vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. There shall be an administrative review of the Special Use Permit one year after the final inspection for change of occupancy.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Church/House of Worship use.

3. Conformance to the conditions for Site Development Plan Review (SDR-34254), if approved.

4. This approval shall be void two years 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.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to convert an existing 5,313 square-foot single-family residence to a Church/House of Worship use. The proposed Church/House of Worship use is residential in appearance and will be primarily utilized for services on the weekend. The proposed Church/House of Worship is aesthetically compatible in appearance and its intended use within a predominately residential area will have a minimal impact on the surrounding area; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/15/06	The City Council approved a General Plan Amendment (GPA-14304) to amend a portion of the Centennial Hills Sector Plan of the Master Plan from R (Rural Density Residential) to M (Medium Density Residential), Rezoning (ZON-14308) from R-E (Residence Estates) to R-3 (Medium Density Residential), Variance (VAR-14309) to allow a residential adjacency setback of 10 feet in the side yard area and 23 feet in the rear yard where 87 feet is the minimum setback required and a Site Development Plan Review (SDR-14306) for a 68-unit condominium development and a Waiver of perimeter landscape buffer requirements on 3.52 acres at 5300 North Rainbow Boulevard.
02/13/09	A deed was recorded for a change in ownership at 5300 North Rainbow Boulevard.
06/11/09	The Planning Commission recommended approval of companion item SDR-34254 concurrently with this application. The Planning Commission voted 5-2/rt/bg to recommend APPROVAL (PC Agenda Item #33/bts).
Related Building Permits/Business Licenses	
1984	The County Assessor's Office indicates a construction date of 1984.

Pre-Application Meeting	
04/07/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and Special Use Permit applications. • Waivers and exceptions for landscaping were discussed. • The conversion of a single-family dwelling into a Church/House of Worship was discussed. • On-site parking requirements were discussed for the intended use. • Public Works, Fire and Traffic concerns were also discussed.
Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	
Field Check	
05/07/09	A field check was completed on the indicated date. The following items were noted: • An existing 5,313 square-foot single-family residential home. • Three existing block walls on the east, north and south property lines. • An enclosed well site adjacent to the north property line.

Details of Application Request	
Site Area	
Net Acres	3.52 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single-Family Dwelling	MLA (Medium Low Attached Density Residential)	R-E (Residence Estates)
North	Child Care Facility and Single-Family Dwelling	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Dwelling	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Dwelling	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

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
Trails – (Multi-Use Non-Equestrian Trail)	X		N

Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	1,011 SF	1 space per 100 SF of gathering room	10	1	10	1	Y
TOTAL			11		11		Y

ANALYSIS

- **Use (Church/House of Worship)**

  Title 19.04 defines a Church/House of Worship as any building used for religious worship services, religious education and fellowship activities and programs of a religious organization. This use includes the use of the building and premises for other related activities, such as child care facilities, formal educational programs, preschool classes and recreational activities, but only when those activities, but not only when those activities are ancillary to the religious use and only after those uses have been approved by means of a use review or other procedure under Chapter 19.18. This use does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.

  The applicant has not indicated any other use of the facilities than for church services within their justification letter. Furthermore, the applicant has indicated the services are to occur on Sunday mornings, and Sunday, Wednesday and Thursday evenings.

  The applicant complies with all minimum Special Use Permit requirements for a Church/House of Worship within an R-E (Residence Estates) zoning district. Therefore, staff is recommending approval of the proposed Church/House of Worship as it is harmonious and compatible for the subject site and for this area of the City.

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 proposed land use can be conducted in a manner that is harmonious and compatible with the surrounding land uses. The proposed Church/House of Worship is residential in appearance. The intended use is minor in nature and will have a minimal impact on the surrounding neighborhood.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the proposed Church/House of Worship 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 site is accessed from Rainbow Boulevard, which is designated by the Master Plan of Streets and Highways as a 100-foot Primary Arterial and will provide adequate access to the proposed use. A negligible impact to neighborhood traffic will occur as a result of this request.

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."**

   This Special Use Permit request is in compliance with all applicable plans and policies and will not adversely affect the public health or the general welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Church/House of Worship use is consistent with the requirements of LVMC Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 1

SENATE DISTRICT 6

NOTICES MAILED 572 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34255 APN: 1253520 1006

Name of Property Owner: RIVER OF LIFE MINISTRIES INC

Name of Applicant: RIVER OF LIFE MINISTRIES INC

Name of Representative: GEORGE R HIGGINS

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: George R Higgins

Print Name: GEORGE R HIGGINS

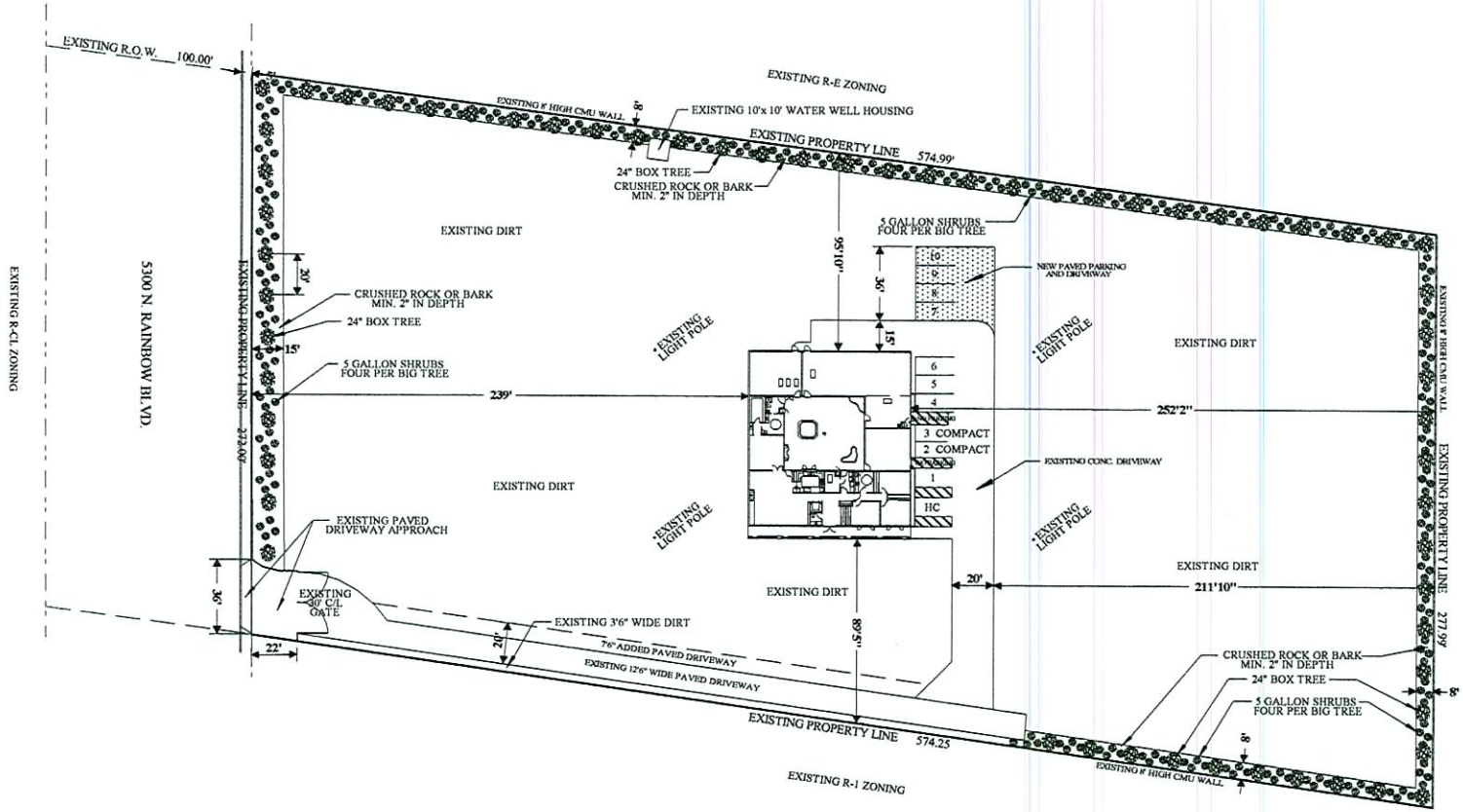
Subscribed and sworn before me

This 21ST day of April, 2009

Diana Rae Thomason

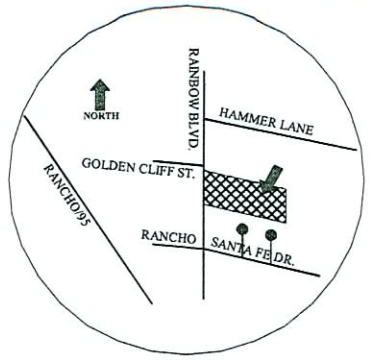
Notary Public in and for said County and State

DIANA RAE THOMASON
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 03-20-2010
Certificate No: 94-1277-1



NORTH

SITE PLAN
SCALE: 1"= 30'



VICINITY MAP
NO SCALE

RIVER OF LIFE MINISTRIES INC.
5300 N. RAINBOW BLVD.
APN 125-35-201-006
3.52 ACRES

JURISDICTION - LAS VEGAS - 89130
ZONING CLASSIFICATION - R-E - RESIDENTIAL ESTATES
USE PERMIT APPLICATION - A3 - CHURCH/PLACE OF WORSHIP

TYPE OF CONSTRUCTION - 5B
OCCUPANT LOAD - 50
OCCUPANCY CLASSIFICATION - A3
FIRE SPRINKLERS - NO
STORIES - 1
HEIGHT - 16'
AREA - 5323 S.F.
NUMBER OF EXITS - 5

PLAN INDEX	
SHEET	DESCRIPTION
	ARCHITECTUAL
A1	SITE PLAN
A2	EXTERIOR ELEVATIONS
A3	EXISTING FLOOR PLAN
A4	NEW FLOOR PLAN
A5	DIMENSION PLAN

THIS PROJECT SHALL COMPLY WITH THE 2006 IRC, IBC, UPC AND UMC, 2005 NEC, & 2006 IECC AND ALL SOUTHERN NEVADA CODE AMENDMENTS

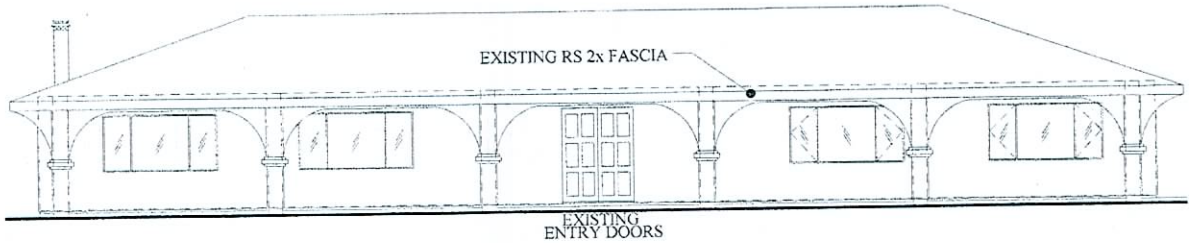
LANDSCAPE LEGEND		
	62	24" BOX - TALL TREE DECIDUOUS OR EVERGREEN EVERY 20' & EA. END OF PLANTER
	248	5 GALLON SHRUB PRIVOT OR JUNIPER FOUR PER TREE
CRUSHED ROCK OR BARK MIN. 2" IN DEPTH GROUND COVER		

SUP-34255
SDR-34254
06/11/09 PC - REVISED

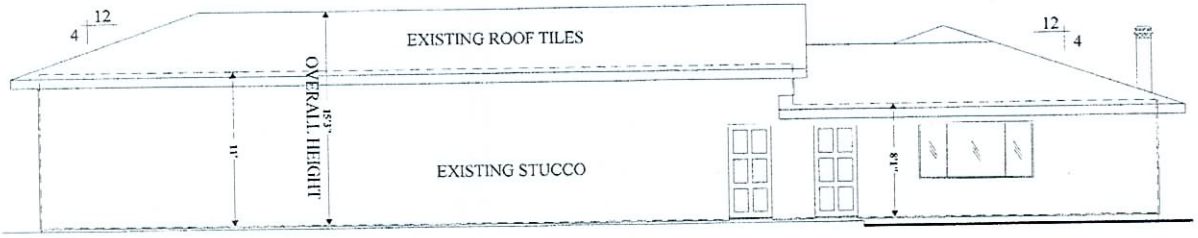
RECEIVED
MAY 11 2009

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030051
SIGNATURE

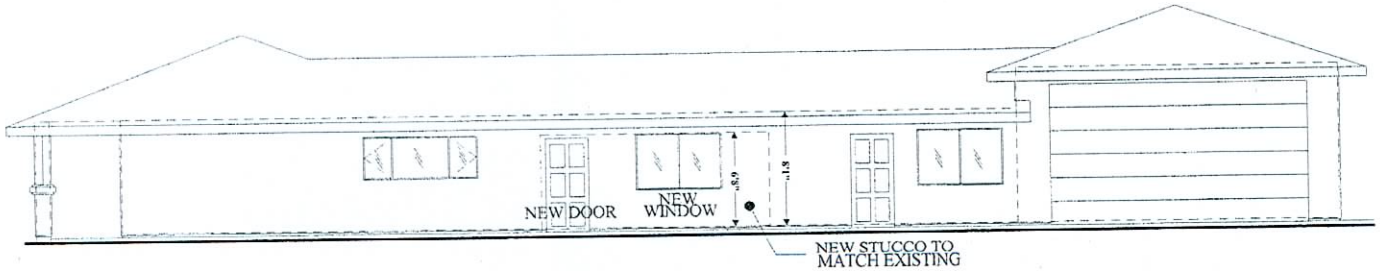
SHEET: A1
PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO UCHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD. LAS VEGAS, NEVADA 89130
SHEET TITLE: SITE PLAN
SCALE: 1"= 30'
DATE: MARCH 2009



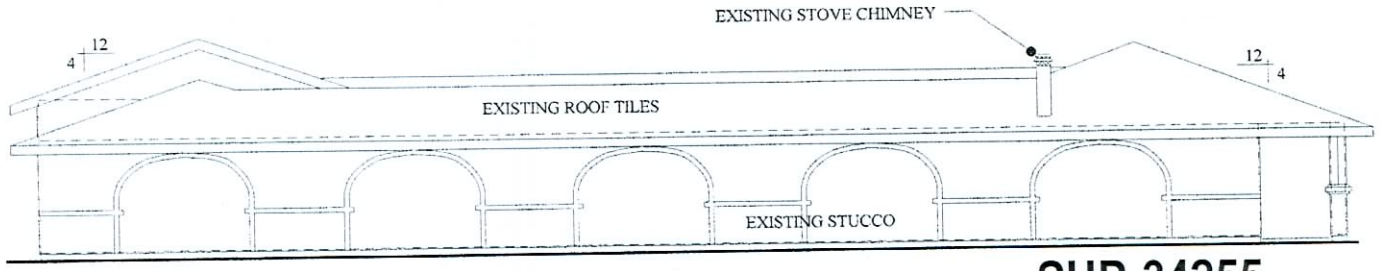
RIGHT ELEVATION
SCALE: 3/16"= 1'- 0"



LEFT ELEVATION
SCALE: 3/16"= 1'- 0"



REAR ELEVATION
SCALE: 3/16"= 1'- 0"



FRONT ELEVATION
SCALE: 3/16"= 1'- 0"

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SDR-34254
06/11/09 PC

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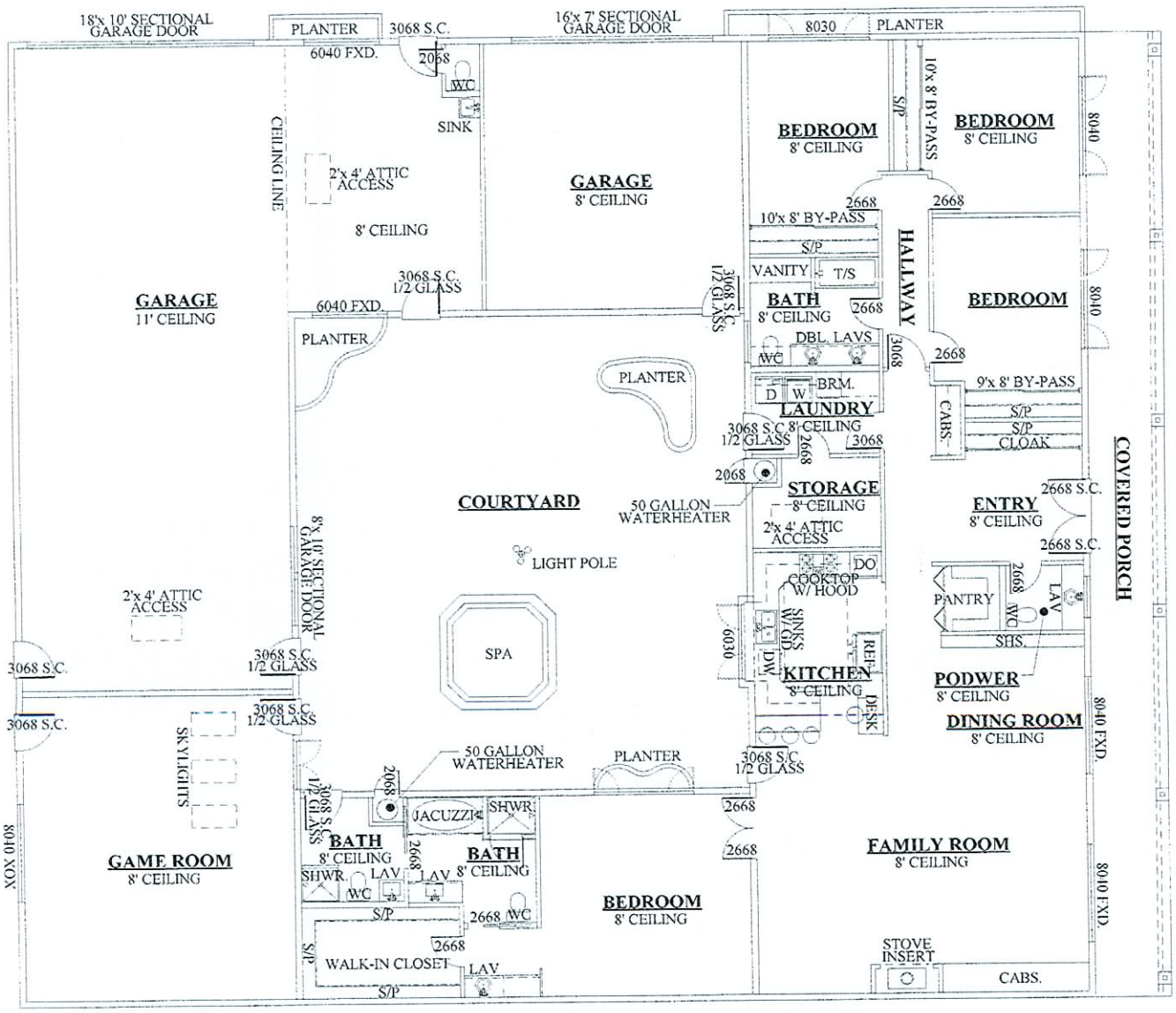
APR 22 2009

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC.NO. 0030851
APPROVED BY:

PROJECT: RIVER OF LIFE MINISTRIES INC
USE PERMIT - R-E/RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD.
LAS VEGAS, NEVADA 89130
SHEET TITLE: EXTERIOR ELEVATIONS
DATE: MARCH 2009
SCALE: 3/16"= 1'- 0"
SHEET: A2



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SDR-34254
06/11/09 PC

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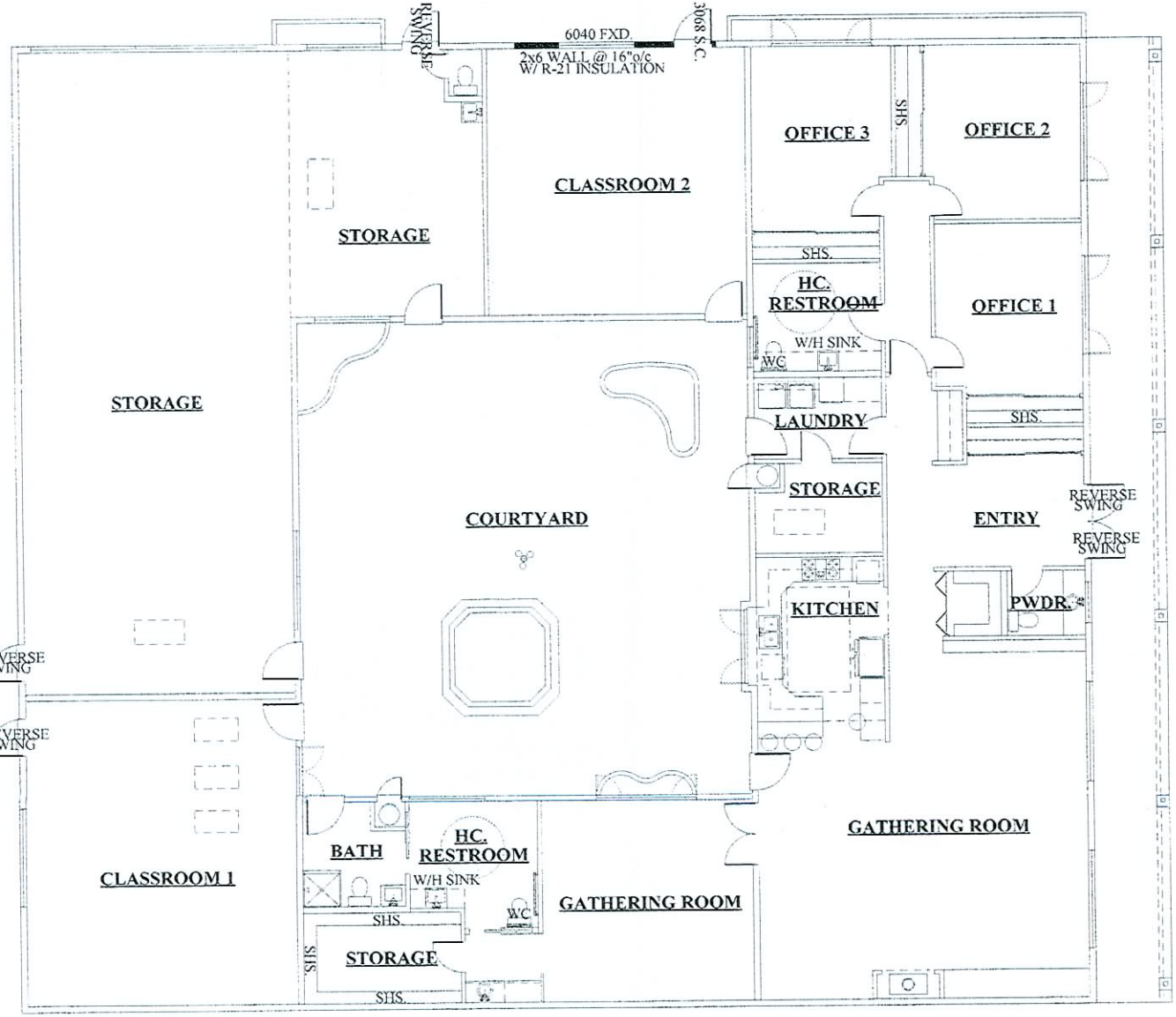
APR 2 2 2009

EXISTING FLOOR PLAN
SCALE: 3/16"= 1'- 0"

LIVING AREA	3320 S.F.
GARAGES	1993 S.F.
COURT YARD	1370 S.F.
COVERED PORCH	470 S.F.
TOTAL	7153 S.F.

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030851
APPROVED BY

PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD.
LAS VEGAS, NEVADA 89130
SHEET TITLE: EXISTING FLOOR PLAN
DATE: MARCH 2009
SCALE: 3/16"= 1'- 0"
SHEET: A3



NEW FLOOR PLAN

SCALE: 3/16"= 1'- 0"

EXISTING WALLS - 2x6 EXTERIOR STUDS @ 16"o/c
W/ R-21 INSULATION
2x4 INTERIOR STUDS @ 16"o/c - UNO
2x6 PLUMBING WALLS

NEW WALLS - NOTED

SUP-34255
SDR-34254
06/11/09 PC

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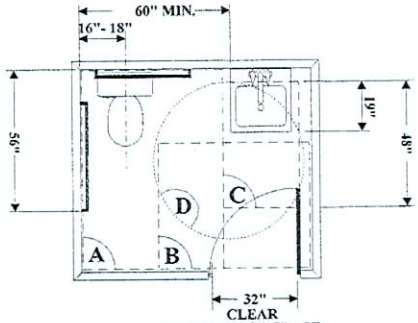
APR 22 2009



CLEAR FLOOR SPACE
SCALE: 1/2"= 1'- 0"

NON-RESIDENTIAL TOILET ROOMS FOR INDIVIDUAL USE
GRAB BARS TO COMPLY WITH ICC/ANSI A117.1-2003 SECTIONS 604.5 - 604.5.2

A CLEAR FLOOR SPACE AT WATERCLOSET.
B CLEAR DOOR SPACE AT DOOR PER ICC/ANSI CHAPTER 4
C CLEAR FLOOR SPACE AT LAVATORY 30"x 48" FOR FORWARD APPROACH AND MAY EXTEND A MAX. OF 19" UNDER THE LAVATORY.
D WHEELCAHAIR TURNING SPACE: 60" DIA. CIRCLE OR T-SHAPE PER ANSI 4.2.3

CLEAR FLOOR SPACE MAY OVERLAP EACH OTHER.

DOORS SHALL NOT SWING INTO THE CLEAR FLOOR SPACE REQUIRED FOR ANY FIXTURE UNLESS THE TOILET ROOM IS FOR INDIVIDUAL USE ONLY OR A CLEAR FLOOR SPACE 30"x 48" IS PROVIDED BEYOND THE ARC OF THE DOOR SWING IN THE TOILET ROOM.

RESTROOMS:

FLOORS TO BE EPOXY-SEALED CONCRETE OR CERAMIC TILES EXTENDED UPWARD ONTO THE WALLS AT LEAST 6" HIGH.

WALLS WITHIN 2 FEET OF URINALS AND WATERCLOSETS TO HAVE A SMOOTH, HARD, NON-ABSORBANT SURFACE TO A HEIGHT OF 4 FEET ABOVE THE FLOOR, EXCEPT FOR STRUCTURAL ELEMENTS. THE MATERIAL USED SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE.

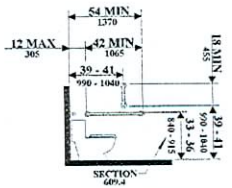


FIG. 604.5.1
SCALE: 1/4"= 1'- 0"
SIDE WALL GRAB BAR FOR WATER CLOSET

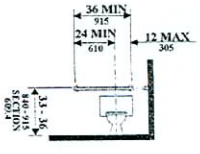


FIG. 604.5.2
SCALE: 1/4"= 1'- 0"
REAR WALL GRAB BAR FOR WATER CLOSET

OFFICES	612 S.F.
GATHERING ROOMS	1011 S.F.
CLASSROOMS	1044 S.F.
STORAGE AREAS	1709 S.F.
REMAINING AREAS	937 S.F.
TOTAL CHURCH AREA	5313 S.F.
COURT YARD	1370 S.F.
COVERED PORCH	470 S.F.
TOTAL	1840 S.F.
OVERALL TOTAL	7153 S.F.

PLANS DRAWN & PREPARED BY CONTRACTOR
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030851
APPROVED BY:

PROJECT: RIVER OF LITE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD.
LAS VEGAS, NEVADA 89130
SHEET TITLE: NEW FLOOR PLAN
DATE: MARCH 2009
SCALE: 3/16"= 1'- 0"
SHEET: A4

SHEET:	PROJECT:	DATE:	SCALE:
A5	RIVER OF LIFE MINISTRIES INC. USE PERMIT - R-E/RESIDENTAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP	MARCH 2009	3/16"= 1'- 0"
	LOCATION: 5300 N. RAINBOW BLVD. LAS VEGAS, NEVADA 89130	SHEET TITLE: DIMENSION PLAN	

PLANS DRAWN & PREPARED BY CONTRACTOR

JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030551

APPROVED BY

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SUP-34255
SDR-34254
06/11/09 PC

DIMENSION PLAN
SCALE: 3/16"= 1'- 0"



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34255 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

RIVER OF LIFE MINISTRIES INC
5300 N. Rainbow Blvd
Las Vegas, Nevada 89130

May 8, 2009

City of Las Vegas
Planning and Development Dept

We are applying for a land use permit for a non-profit organization. We are a 501 c 3 organization from the Internal Revenue Service.

We want to use the above property as a meeting place for our church. We will use the property as is, with no new construction. The time of use would be Sunday mornings, Sunday evenings, Wednesday evenings, and Thursday evenings. All times used would be for three to four hours each.

We respectully request the following waivers and exceptions:

1. Waiver to allow a zero-foot landscape buffer where eight foot is the minimum required along the south property line.

2. Exception to allow no trees in the required landscape parking fingers.

3. Exception to allow less than the required number of perimeter trees.

4. Exception to allow no trash bin, will use public utility totes.

George R Higgins
Treasurer, George R. Higgins

RECEIVED
MAY 11 2009

SUP-34255
SDR-34254
06/11/09 PC - REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 02 2009
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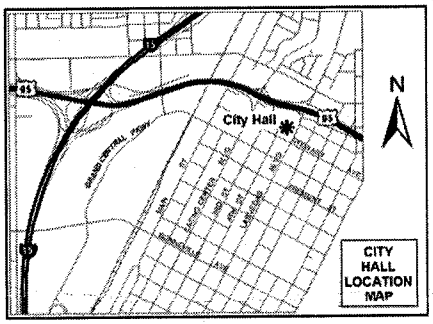
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-34255 & SDR-34254
City Council Meeting of 7/15/2009

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2009 JUL -1 A 10:45
CITY CLERK

SMITH WILLIAM L & LINDA M
6701 PAINTED CANYON CT
LAS VEGAS NV 89130-1685

APN#12534615016

EAU0511 A9130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2009 JUL -7 A 10:29

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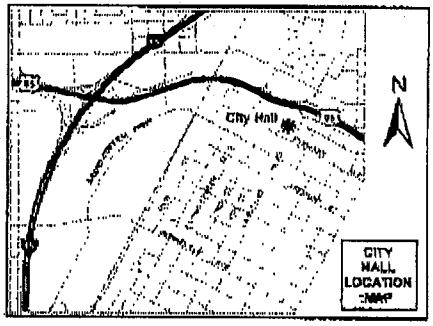

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254
City Council Meeting of 7/15/2009

JULIUS BETTY J
5361 BAYOU CT
LAS VEGAS NV 89130-1759

APN#12535217006

EAVDP11 89130

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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JUN 03 2009

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PITNEY BOWES
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0004279218 MAY 29 2009
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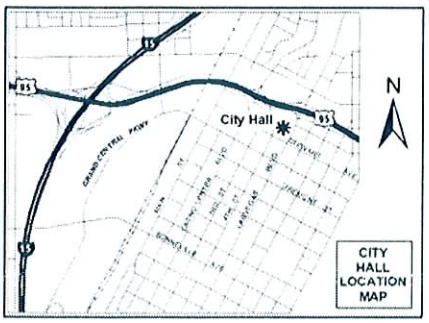
Official Notice of Public Hearing



NEVER TAKE PROPERTY OFF THE TAX, ROLL!

L D Alberty
5/30/09

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: SUP-34255
12535103008
ALBERTY L D REVOCABLE LIV TR
2541 SUNDEW AVE
HENDERSON NV 89052-2912

☐ I SUPPORT this Request

☒ I OPPOSE this Request

THIS IS A TAX DODGE!

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254

Planning Commission Meeting of 6/11/2009

GIVE THEM THE SAME OPPERTUNITY WE HAVE! "YOU + ME" TO PAY TAX!

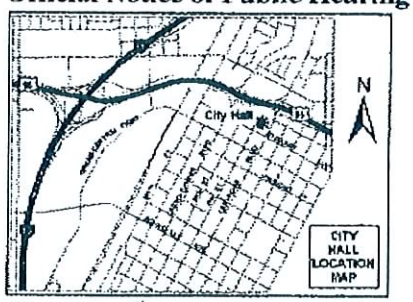
CAVDP11 89052

33P

PAGE 01/01
LR MARROTT
7026505481
05/31/2009 00:32

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-34255 & SDR-34254

Planning Commission Meeting of 6/11/2009

$00.41

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JUN 01 2009

Case: SUP-34255

12535216008
FOX-MARROTT MARY
6433 BREAK POINT AVE
LAS VEGAS NV 89130-1756

CAVOP11 89130

33A

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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02 1M $ 00.41⁴
0004279218 MAY 29 2009
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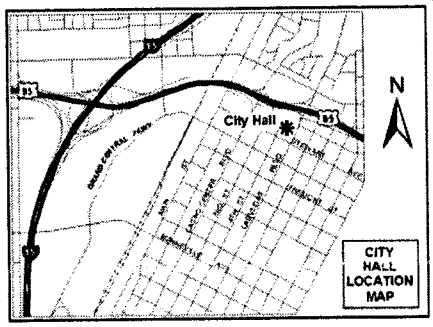
Return Service Requested
Official Notice of Public Hearing



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-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255
12534615047
TISCHER DENIS W & RHONDA
12851 W BEAVER LAKE DR
HOMER GLEN IL 60491-6761

CAVDP11 60491

Submitted after final agenda

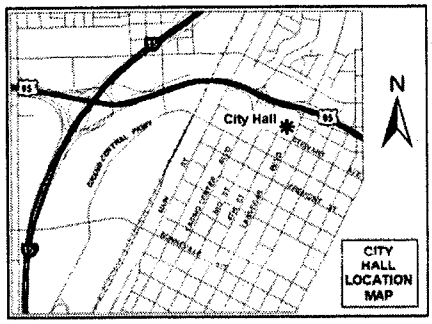
Date 6/8/09 Item 33P

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 $ 00.41⁴
0004279218 MAY 29 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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SUP-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255
12534714050
LEIHENSEDER ROBERT L & JUANITA H
26 INDEPENDENCE SQ
BLOOMINGTON IL 61704-4635

61704$4635 C002

Submitted after final agenda

Date 6/8/09 Item 33 P

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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0004279218 MAY 29 2009
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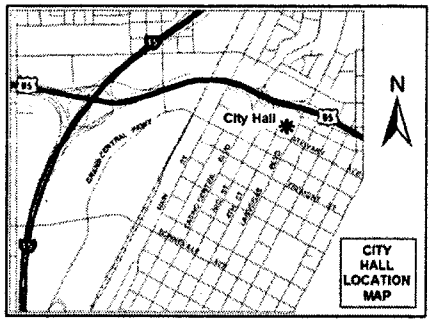
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255

12535215035
WELLS BRUCE H
5237 REBECCA RD
LAS VEGAS NV 89130-1732

CAVDP11 A3130

Submitted after final agenda

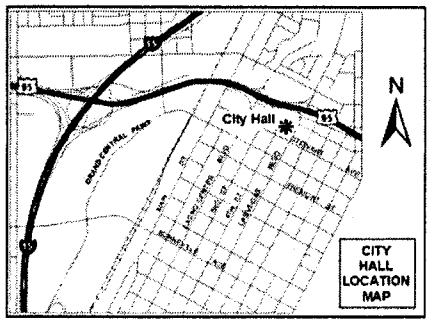
Date 6/8/09 Item 33P

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 $ 00.41⁴
0004279218 MAY 29 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.

SUP-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255
12534615016
SMITH WILLIAM L & LINDA M
6701 PAINTED CANYON CT
LAS VEGAS NV 89130-1685

CAVDS11 89130

Submitted after final agenda

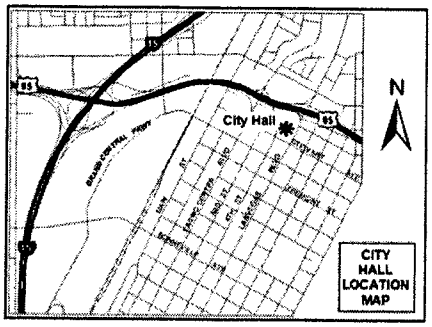
Date 6/8/09 Item 33P

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 $ 00.41⁴
0004279218 MAY 29 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.

SUP-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255
12534614044
BUMGARNER MARGIE E TRUST
6801 SNAKE RIVER AVE
LAS VEGAS NV 89130-1670

CAVDP11 89130

Submitted after final agenda

Date 6/8/09 Item 33P

City of Las Vegas Agenda Item No.: **110.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

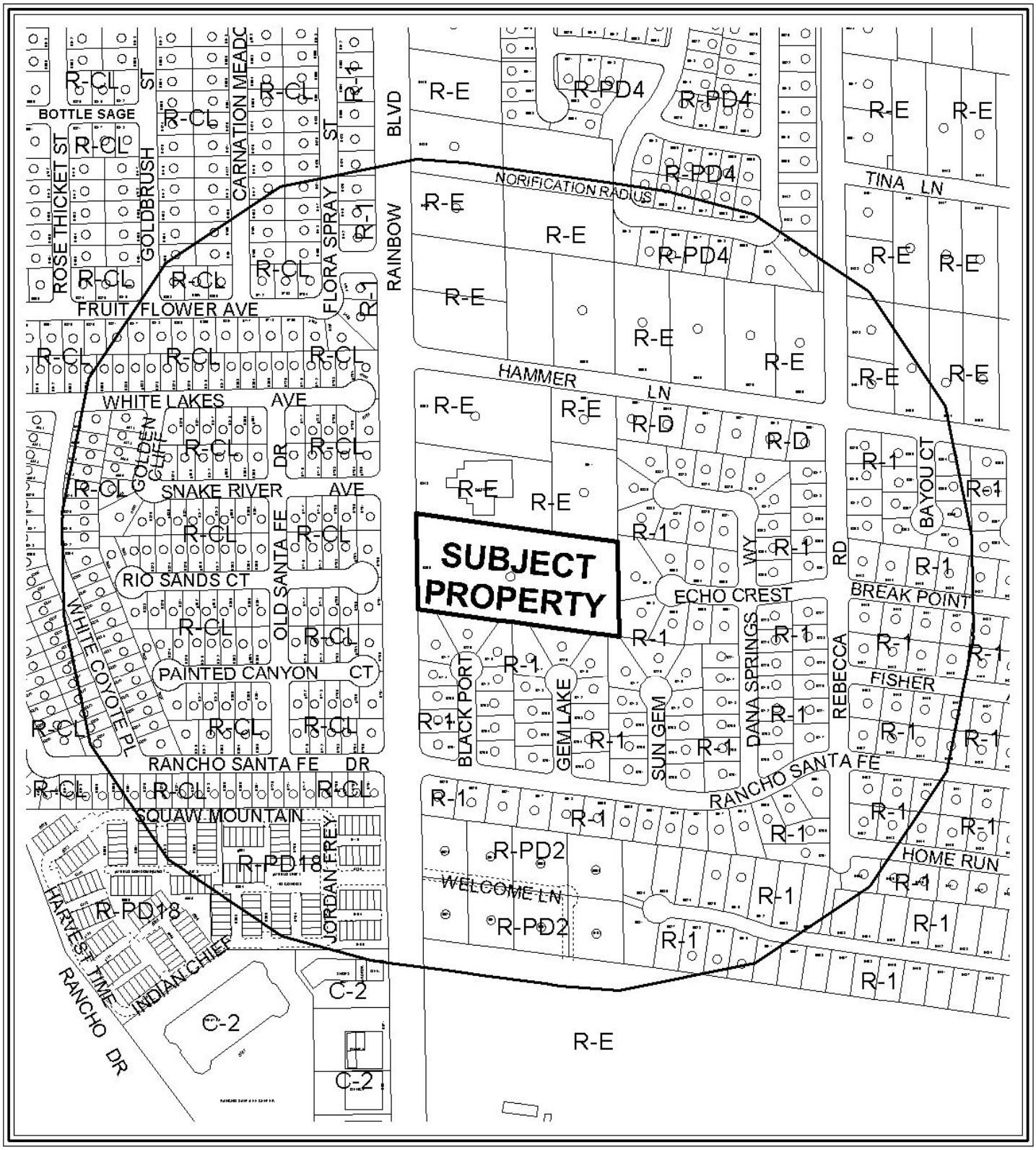
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-34254 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-34255 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC. - Request for a Site Development Plan Review FOR A PROPOSED CONVERSION OF AN EXISTING 5,313 SQUARE-FOOT SINGLE-FAMILY RESIDENCE TO A CHURCH/HOUSE OF WORSHIP WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTHERN PROPERTY LINE WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 3.52 acres at 5300 North Rainbow Boulevard (APN 125-35-201-006), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-2 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 34



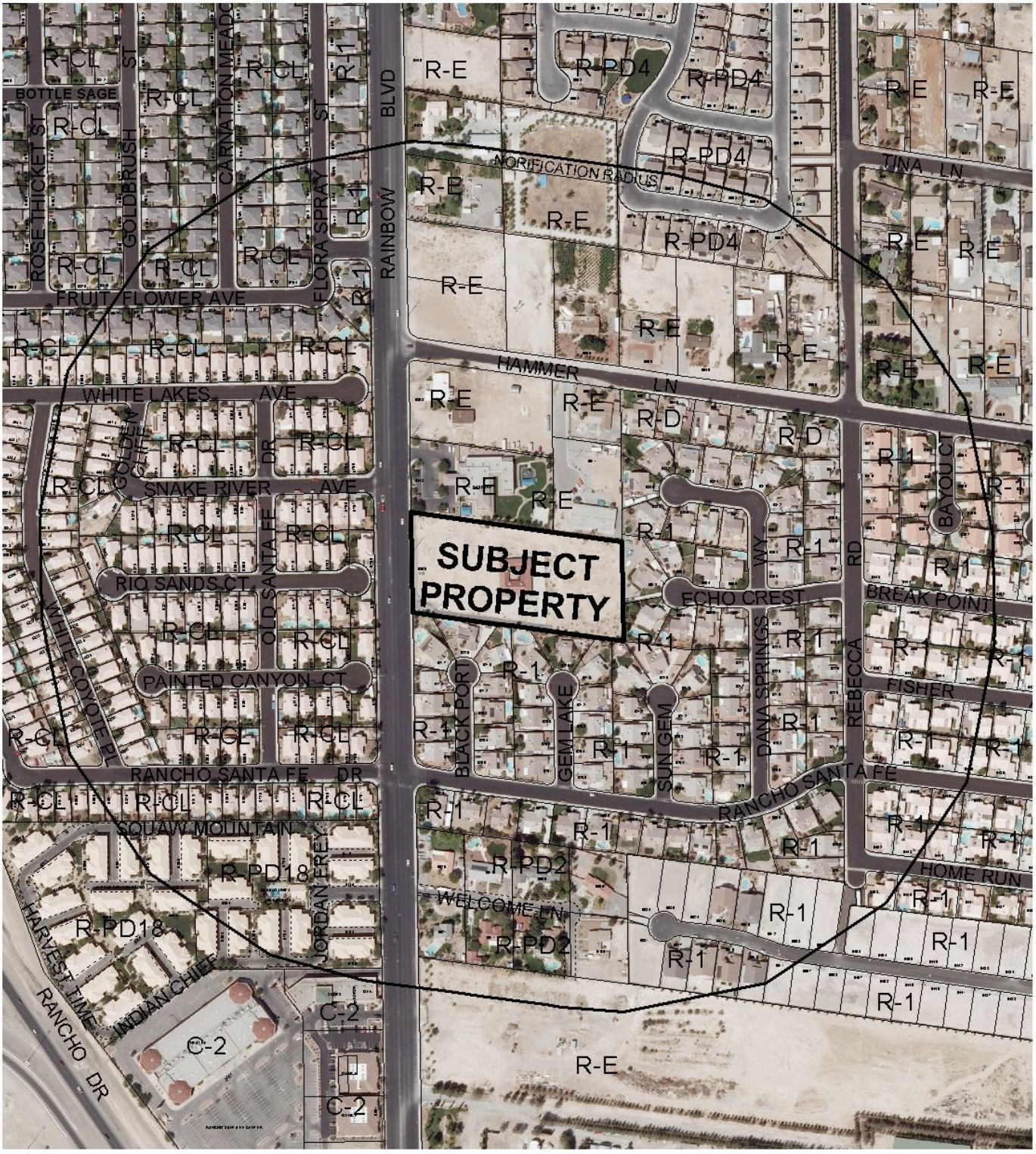
0 200 400 Feet

CASE: **SDR-34254**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



CASE: **SDR-34254**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.

** CONDITIONS **

The Planning Commission (5-2/rt/bg vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Prior to issuance of a certificate of occupancy for the church, the applicant shall provide a letter to the Planning and Development Department from their service provider confirming that curb-side trash pickup is acceptable. If such letter cannot be provided, a trash enclosure meeting all requirements of Title 19.08 shall be provided on the site.

2. Conformance to the conditions for Special Use Permit (SUP-34255), 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. All development shall be in conformance with the site plan and landscape plan date stamped 05/11/09 and building elevations, date stamped 04/22/09, except as amended by conditions herein.

5. A Waiver from Title 19.12 Landscape and Buffer Standards to allow a zero-foot landscape buffer along a portion of the south perimeter where eight feet is the minimum required is hereby approved, if approved.

6. An Exception from Title 19.12 Landscape Buffer Standards to allow 62 trees where 82 are required along the perimeter of the entire site is hereby approved, if approved.

7. An Exception from Title 19.10 Parking, Loading and Traffic Standards to allow zero trees where two trees are required for landscape islands at the end of each row is hereby approved, if approved.

8. The landscape plan shall be revised prior to or at the time of submittal for building permit to indicate a species for the indicated 24-inch box deciduous or evergreen trees, prior to issuance of Building Permits.

9. The landscape plan shall be revised prior to or at the time of submittal for building permit to include, 24-inch box Italian Cypress trees planted every five feet on center to be located north and west of the proposed paved driveway, prior to issuance of Building Permits.

10. The site plan shall be revised prior to or at the time of submittal for building permit to include a compliant ADA accessible route prior to issuance of building permits, if approved.

11. The existing "well house" structure shall obtain all necessary permits and final inspections prior to issuance of a certificate of occupancy for the principle building, if approved.

12. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

13. 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.

14. 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).

15. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

16. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

17. 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.

18. 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.

19. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

20. Construct a new driveway north of the existing driveway that meets the intent of Standard Drawing #222A and remove the existing driveway prior to the occupancy of this site. Coordinate with the Traffic Engineering representative in Land Development for assistance in the driveway design and location.

21. 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.

22. Entry 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 hours of operation. The installation of either swing gates or rolling gates are acceptable as long as no part of the gates, either in the opened or closed position, intrude into the public right of way.

23. This site shall connect to the City of Las Vegas sewer in Rainbow Boulevard prior to the occupancy of this site.

24. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility.

25. Sign and record a Covenant Running with Land agreement for the possible future installation of Transportation Trail improvements conforming to the requirements of the Las Vegas 2020 Master Plan, Transportation Trails Element on Rainbow Boulevard adjacent to this site prior to the issuance of any permits.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for the conversion of an existing 5,313 square-foot single-family residence to a Church/House of Worship with a Waiver of the perimeter landscape buffer standards to allow a zero-foot landscape buffer along a portion of the southern property line where eight feet is the minimum required at 5300 North Rainbow Boulevard.

The proposed development is compatible with the adjacent R-E (Residence Estates) zoned properties that surround the subject site. Furthermore, the requested Waiver can be supported as the driveway accessing the subject site is a pre-existing condition. Therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/15/06	The City Council approved a General Plan Amendment (GPA-14304) to amend a portion of the Centennial Hills Sector Plan of the Master Plan from R (Rural Density Residential) to M (Medium Density Residential), Rezoning (ZON-14308) from R-E (Residence Estates) to R-3 (Medium Density Residential), Variance (VAR-14309) to allow a residential adjacency setback of 10 feet in the side yard area and 23 feet in the rear yard where 87 feet is the minimum setback required and a Site Development Plan Review (SDR-14306) for a 68-unit condominium development and a Waiver of perimeter landscape buffer requirements on 3.52 acres at 5300 North Rainbow Boulevard.
02/13/09	A deed was recorded for a change in ownership at 5300 North Rainbow Boulevard.
06/11/09	The Planning Commission recommended approval of companion item SUP-34255 concurrently with this application. The Planning Commission voted 5-2/rt/bg to recommend APPROVAL (PC Agenda Item #34/bts).
Related Building Permits/Business Licenses	
1984	The County Assessor's Office indicates a construction date of 1984.
Pre-Application Meeting	
04/07/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and Special Use Permit applications. • Waivers and exceptions for landscaping were discussed. • The conversion of a single-family dwelling into a Church/House of Worship was discussed. • On-site parking requirements were discussed for the intended use. • Public Works, Fire and Traffic concerns were also discussed.

Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	
Field Check	
05/07/09	A field check was completed on the indicated date. The following items were noted: • An existing 5,313 square-foot single-family residential home. • Three existing block walls on the east, north and south property lines. • An enclosed well site adjacent to the north property line.

Details of Application Request	
Site Area	
Net Acres	3.52 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Dwelling	MLA (Medium Low Attached Density Residential)	R-E (Residence Estates)
North	Child Care Facility and Single-Family Dwelling	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Dwelling	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Dwelling	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

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
Trails – (Multi-Use Non-Equestrian Trail)	X		N
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following development standards are proposed:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	153,331 SF	Y
Min. Lot Width	100 Feet	270 Feet	Y
Min. Setbacks			
• Front (west property line)	50 Feet	239 Feet	Y
• Side (north property line)	10 Feet	95.8 Feet	Y
• Side (south property line)	10 Feet	89.5 Feet	Y
• Rear (east property line)	35 Feet	256 Feet	Y
Max. Lot Coverage	N/A	5%	Y
Max. Building Height	2 stories or 35 feet, which ever is less	15.2 feet	Y
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.12 Landscape and Buffer Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Trees/ 6 Spaces	2 Trees	Zero Trees	N
Buffer: Min. Trees				
(Front: west property line)	1 Tree/30 Linear Feet	8 Trees	11 Trees	Y
(Side: north property line)	1 Tree/20 Linear Feet	29 Trees	28 Trees	Y
(Side: south property line)	1 Tree/20 Linear Feet	29 Trees	9 Trees	N
(Rear: east property line)	1 Tree/20 Linear Feet	14 Trees	14 Trees	Y
TOTAL		82 Trees	62 Trees	N
Min. Zone Width				
(Front: west property line)	15 Feet		15 Feet	Y
(Side: north property line)	8 Feet		8 Feet	Y
(Side: south property line)	8 Feet		Zero Feet	N
(Rear: east property line)	8 Feet		8 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or Number of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	

Church/House of Worship	1,011 SF	1 space per 100 SF of gathering room	10	1	10	1	Y
TOTAL			11		11		Y

Waivers		
Requirement	**Request**	**Staff Recommendation**
South landscape buffer: 8 Feet	South landscape buffer: Zero Feet	Approval
Exceptions		
Requirement	**Request**	**Staff Recommendation**
Six trees in the landscape fingers every six spaces	To allow zero trees in the landscape fingers every six spaces	Approval
80 trees are required along the perimeter of the overall site	To allow 62 trees along the perimeter of the overall site	Approval

ANALYSIS

- **Site Plan**

  The applicant is proposing to convert an existing single-family residence to a Church/House of Worship on 3.52 acres at 5300 N. Rainbow Boulevard. The site plan indicates a 5,313 square-foot Church/House of Worship. No additional square-footage is being added to the existing building. A trash enclosure is not indicated on the site plan. The applicant has indicated that a trash enclosure is not needed, and that the Church/House of Worship will utilize curb side service for regular trash pick-up. A well site is also included on the subject site. A condition of approval has been included, which requires the well site to obtain proper building permits. The site plan also indicates three, existing six-foot tall block walls, which are located on the perimeter of the subject site. Access to the site is provided from Rainbow Boulevard, which is designated as a 100-foot Primary Arterial on the Master Plan of Streets and Highways.

  The proposed 5,313 square-foot Church/House of Worship includes one building and 11 associated parking spaces, including one handicapped accessible spaces. An ADA accessible route is also not included on the site plan. A condition of approval has been added, which requires a compliant ADA route. Planning and Development has included a condition of approval, which requires 24-inch box Italian Cypress trees to be located on the north and west side of the paved driveway. The placement of the Italian Cypress will eliminate any overflow parking on undeveloped areas on the west side or south side of the proposed Church/House of Worship.

- **Landscape Plan**

  The submitted landscape plan indicates 24-inch box evergreen or deciduous trees and five gallon Privot or Juniper shrubs. A specific tree species is not indicated on the site plan, therefore a condition of approval has been added, which requires the landscape plan to be revised to include a species. A site inspection concluded that there are zero trees and two existing shrubs located on the subject site. The applicant is deficient regarding Title 19.10 and 19.12 requirements for landscaping. The applicant has requested one Waiver and two Exceptions. The landscape Waiver can be supported as the existing driveway that affects the required eight-foot buffer is a pre-existing condition. The two Exceptions are relatively minor in nature and relate to the existing driveway. Staff is recommending approval of all requested Waivers and Exceptions of both Title 19.10 and 19.12 requirements.

  The landscape plan does not depict the trail required by the Las Vegas 2020 Master Plan, Transportation Trails Element along Rainbow Boulevard. The trail, if provided at this time, would not extend beyond the boundary of the subject site, and would have to transition back to existing sidewalks at both the north and south boundaries of the site. A condition has been added to require that a covenant running with the land be recorded for the future installation of the required trail.

- **Elevations**

  The elevations indicate a 15.3-foot tall building. The structure was built as a single-family dwelling. The elevations will remain relatively unchanged with a few minor upgrades. The submitted building elevations indicate the addition of new windows, doors and new stucco to match the existing building. Also, the applicant complies with all applicable Residential Adjacency Standards as set forth in Title 19.08.060.

- **Floor Plan**

  The floors plan once functioned as a 5,313 square-foot single-family home. The revised floor plan will accommodate a proposed Church/House of Worship. The floor plan indicates offices, classrooms, storage areas, gathering room and ancillary uses such as restrooms, kitchen and laundry room. No additional square-footage is being added to the existing structure.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent residential development and commercial development in the area and is typical of other Church/House of Worships in the City. The proposed elevations indicate minor improvements to the exterior of the building, while maintaining an overall appearance of a single-family residence.

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 complies with all applicable standards except for the Landscape Buffer Standards. The zero-foot portion of the Landscape Buffer along the southern property line is appropriate as the existing driveway affects this portion of the required eight-foot landscape buffer.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Rainbow Boulevard, which is designated by the Master Plan of Streets and Highways as a 100-foot Primary Arterial and will provide adequate access to the proposed use. A minimal impact to neighborhood traffic will occur as a result of this request.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials, as conditioned, are appropriate for this area and for the City. The proposed landscaping utilizes common xeriscape planting methods found in many other developments in the City. The proposed building materials are also consistent with the original residential developments, while upgrading the existing doors, stucco and windows.

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 overall building elevations and design characteristics for proposed Church/House of Worship will remain unchanged, except for the addition of new windows, doors and stucco. The proposed Church/House of Worship will maintain its overall character of a single-family home, thereby remaining compatible with adjacent and surrounding residential developments in the area and the City of Las Vegas.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 1

SENATE DISTRICT 6

NOTICES MAILED 572 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-34254 APN: 12535201006

Name of Property Owner: RIVER OF LIFE MINISTRIES INC

Name of Applicant: RIVER OF LIFE MINISTRIES INC

Name of Representative: GEORGE R HIGGINS

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: George R Higgins

Print Name: GEORGE R HIGGINS

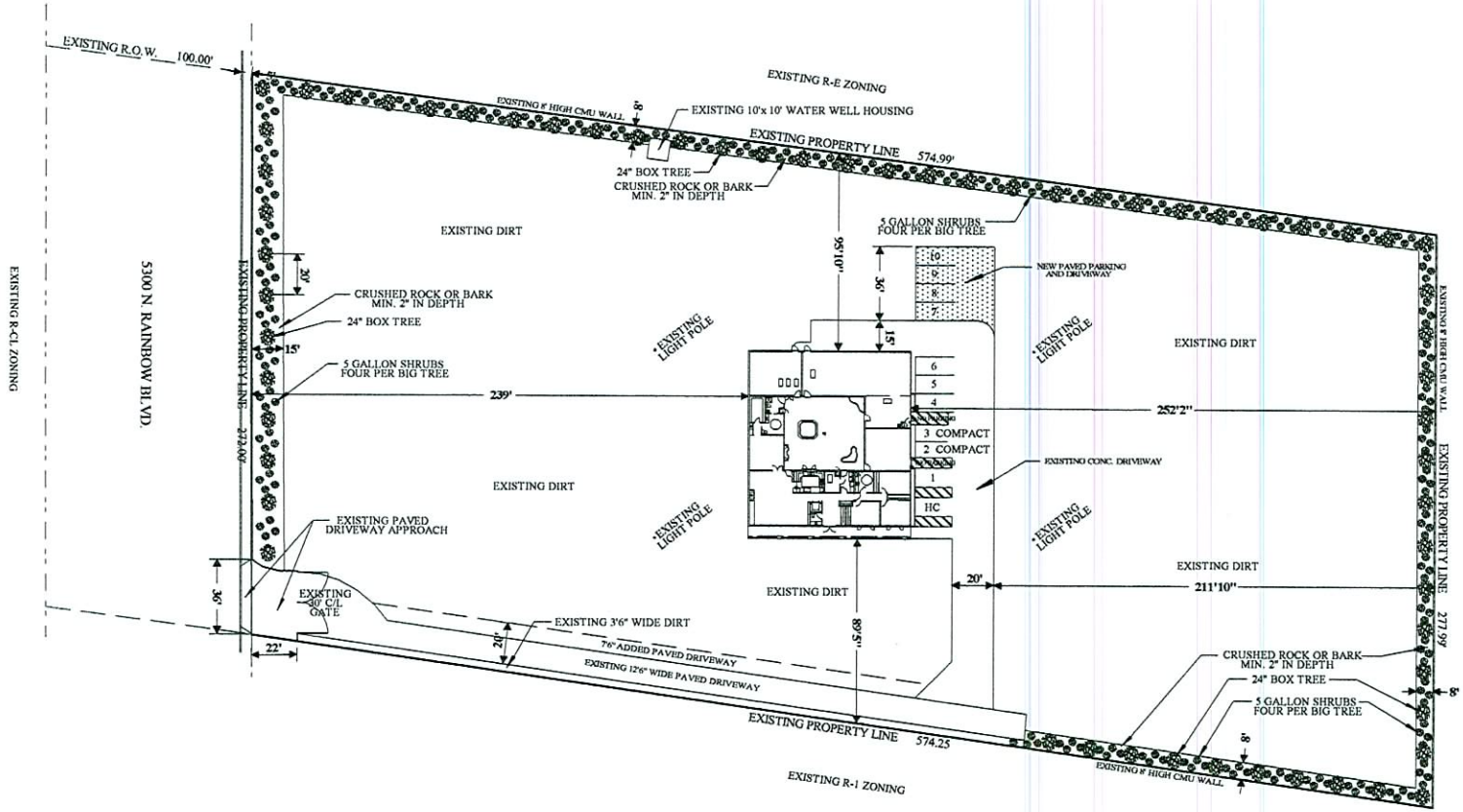
Subscribed and sworn before me

This 21st day of April, 2009

Diana Rae Thomason

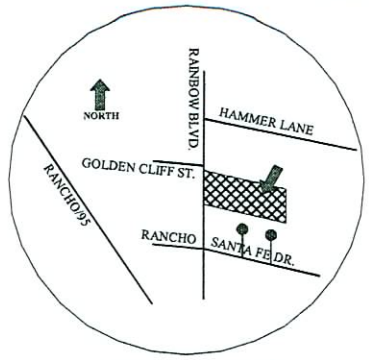
Notary Public in and for said County and State

DIANA RAE THOMASON
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 03-20-2010
Certificate No: 94-1277-1



NORTH

SITE PLAN
SCALE: 1"= 30'



VICINITY MAP
NO SCALE

RIVER OF LIFE MINISTRIES INC.
5300 N. RAINBOW BLVD.
APN 125-35-201-006
3.52 ACRES

JURISDICTION - LAS VEGAS - 89130
ZONING CLASSIFICATION - R-E - RESIDENTIAL ESTATES
USE PERMIT APPLICATION - A3 - CHURCH/PLACE OF WORSHIP

TYPE OF CONSTRUCTION - 5B
OCCUPANT LOAD - 50
OCCUPANCY CLASSIFICATION - A3
FIRE SPRINKLERS - NO
STORIES - 1
HEIGHT - 16'
AREA - 5323 S.F.
NUMBER OF EXITS - 5

PLAN INDEX	
SHEET	DESCRIPTION
	ARCHITECTUAL
A1	SITE PLAN
A2	EXTERIOR ELEVATIONS
A3	EXISTING FLOOR PLAN
A4	NEW FLOOR PLAN
A5	DIMENSION PLAN

THIS PROJECT SHALL COMPLY WITH THE 2006 IRC, IBC, UPC AND UMC, 2005 NEC, & 2006 IECC AND ALL SOUTHERN NEVADA CODE AMENDMENTS

LANDSCAPE LEGEND		
	62	24" BOX - TALL TREE DECIDUOUS OR EVERGREEN EVERY 20' & EA. END OF PLANTER
	248	5 GALLON SHRUB PRIVOT OR JUNIPER FOUR PER TREE
CRUSHED ROCK OR BARK MIN. 2" IN DEPTH GROUND COVER		

SUP-34255
SDR-34254
06/11/09 PC - REVISED

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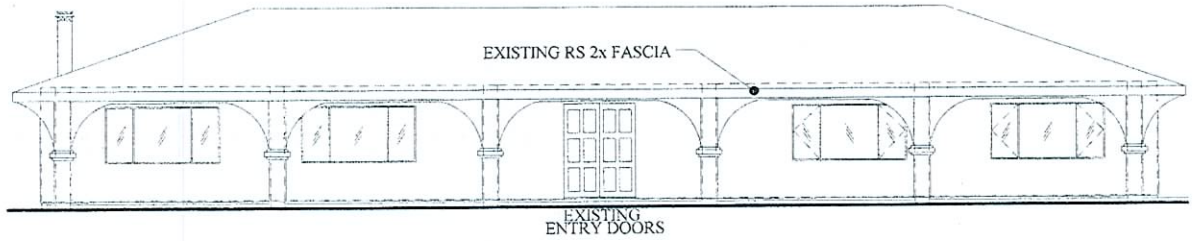
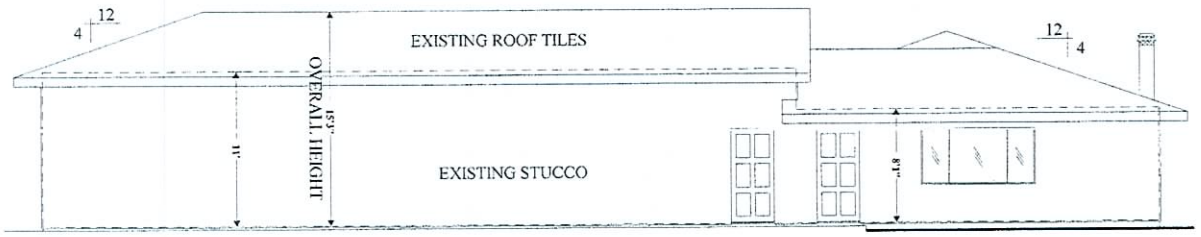
MAY 11 2009

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030051
SIGNATURE

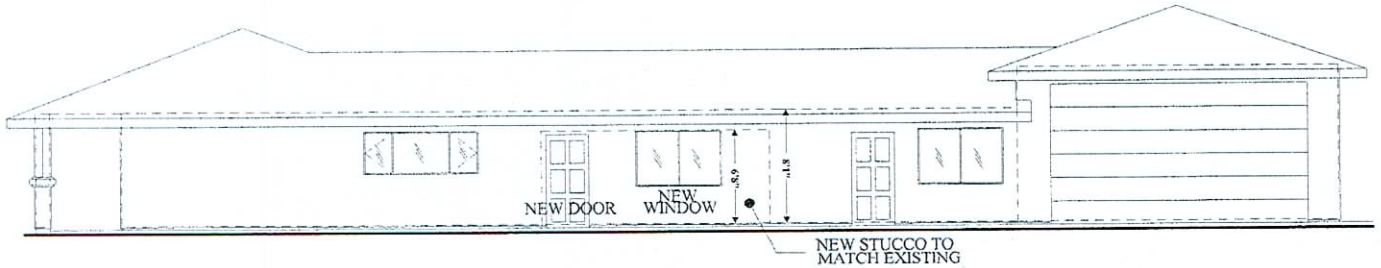
SHEET: A1
PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO UCHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD. LAS VEGAS, NEVADA 89130
SHEET TITLE: SITE PLAN
SCALE: 1"= 30'
DATE: MARCH 2009



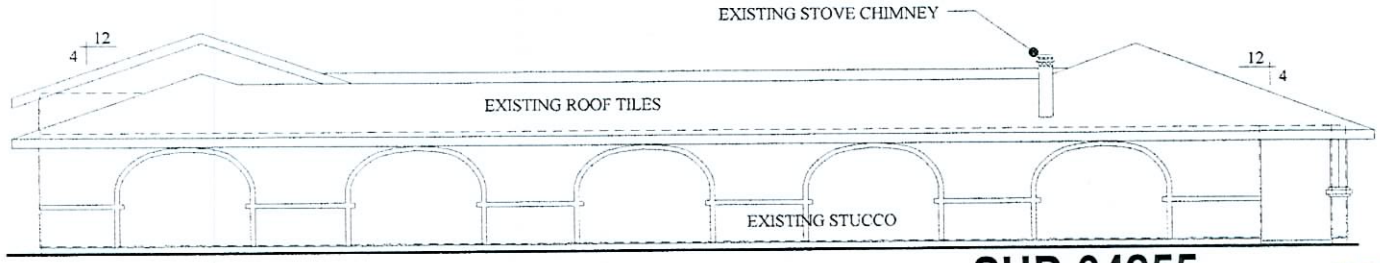
RIGHT ELEVATION
SCALE: 3/16"= 1'- 0"



LEFT ELEVATION
SCALE: 3/16"= 1'- 0"



REAR ELEVATION
SCALE: 3/16"= 1'- 0"



FRONT ELEVATION
SCALE: 3/16"= 1'- 0"

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06/11/09 PC

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APR 22 2009

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030551
APPROVED BY

PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD.
LAS VEGAS, NEVADA 89130
SHEET TITLE: EXTERIOR ELEVATIONS
DATE: MARCH 2009
SCALE: 3/16"= 1'-0"
SHEET: A2

SHEET:	A5
PROJECT:	RIVER OF LIFE MINISTRIES INC USE PERMIT - RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION:	5300 N. RAINBOW BLVD. LAS VEGAS, NEVADA 89130
SHEET TITLE:	DIMENSION PLAN
DATE:	MARCH 2009
SCALE:	3/16"= 1'- 0"

PLANS DRAWN & PREPARED BY CONTRACTOR

JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030551

APPROVED BY

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APR 22 2009

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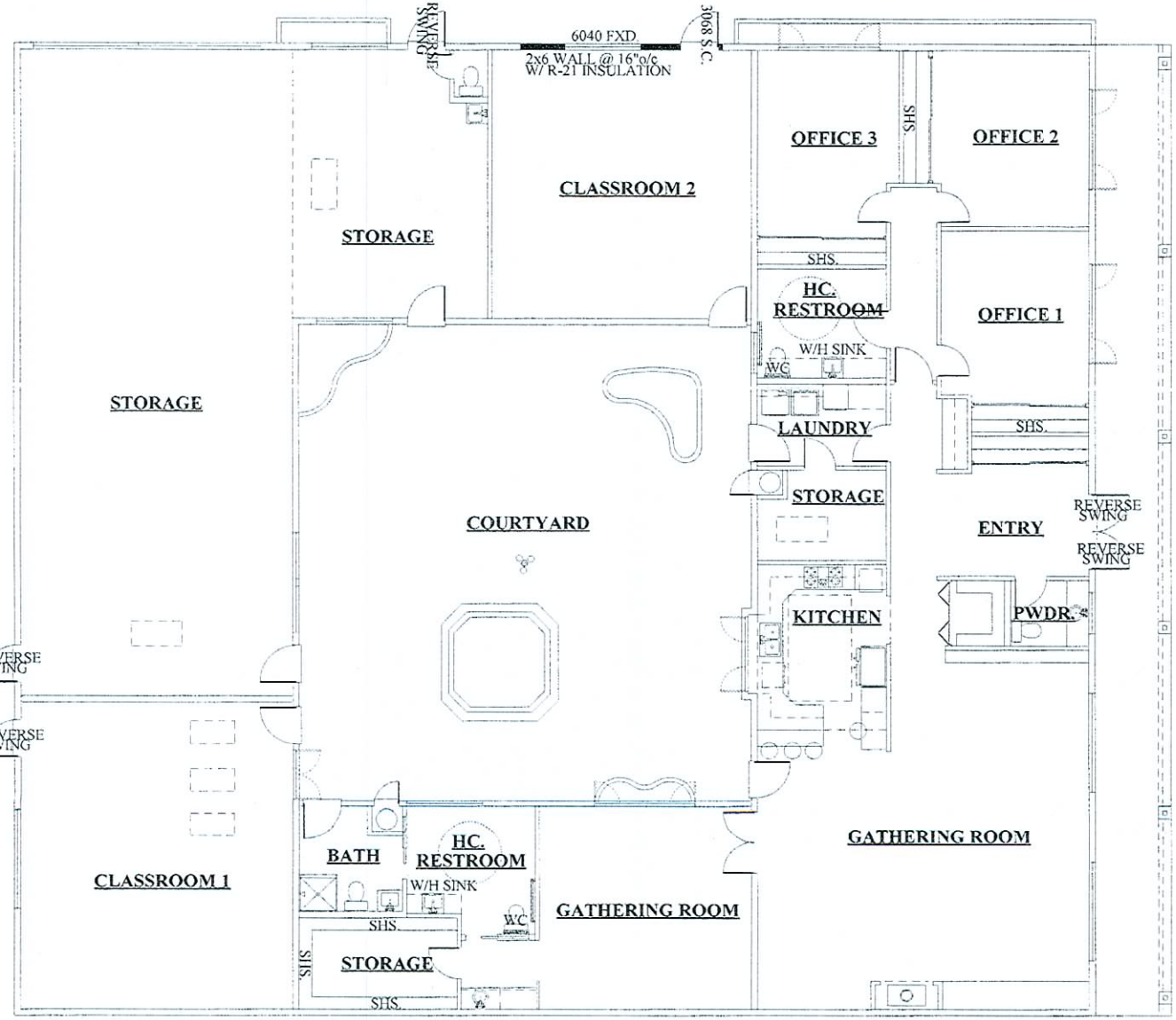
SDR-34254
06/11/09 PC

DIMENSION PLAN
SCALE: 3/16"= 1'- 0"



NEW FLOOR PLAN
SCALE: 3/16"= 1'- 0"

EXISTING WALLS - 2x6 EXTERIOR STUDS @ 16"o/c
W/ R-21 INSULATION
2x4 INTERIOR STUDS @ 16"o/c - UNO
2x6 PLUMBING WALLS

NEW WALLS - NOTED

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SDR-34254
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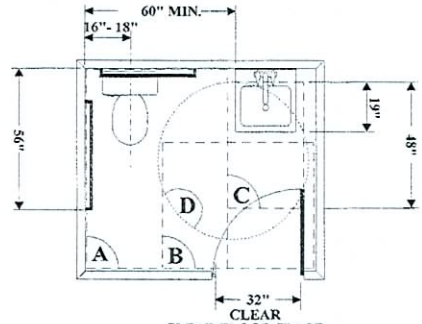


CLEAR FLOOR SPACE
SCALE: 1/2"= 1'- 0"

NON-RESIDENTIAL TOILET ROOMS FOR INDIVIDUAL USE
GRAB BARS TO COMPLY WITH ICC/ANSI A117.1-2003 SECTIONS 604.5 - 604.5.2

A CLEAR FLOOR SPACE AT WATERCLOSET.
B CLEAR DOOR SPACE AT DOOR PER ICC/ANSI CHAPTER 4
C CLEAR FLOOR SPACE AT LAVATORY 30"x 48" FOR FORWARD APPROACH AND MAY EXTEND A MAX. OF 19" UNDER THE LAVATORY.
D WHEELCAHAIR TURNING SPACE: 60" DIA. CIRCLE OR T-SHAPE PER ANSI 4.2.3

CLEAR FLOOR SPACE MAY OVERLAP EACH OTHER.

DOORS SHALL NOT SWING INTO THE CLEAR FLOOR SPACE REQUIRED FOR ANY FIXTURE UNLESS THE TOILET ROOM IS FOR INDIVIDUAL USE ONLY OR A CLEAR FLOOR SPACE 30"x 48" IS PROVIDED BEYOND THE ARC OF THE DOOR SWING IN THE TOILET ROOM.

RESTROOMS:

FLOORS TO BE EPOXY-SEALED CONCRETE OR CERAMIC TILES EXTENDED UPWARD ONTO THE WALLS AT LEAST 6" HIGH.

WALLS WITHIN 2 FEET OF URINALS AND WATERCLOSETS TO HAVE A SMOOTH, HARD, NON-ABSORBANT SURFACE TO A HEIGHT OF 4 FEET ABOVE THE FLOOR, EXCEPT FOR STRUCTURAL ELEMENTS. THE MATERIAL USED SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE.

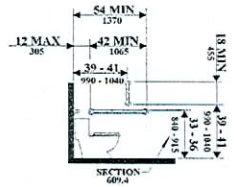


FIG. 604.5.1
SCALE: 1/4"= 1'- 0"
SIDE WALL GRAB BAR FOR WATER CLOSET

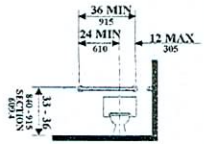


FIG. 604.5.2
SCALE: 1/4"= 1'- 0"
REAR WALL GRAB BAR FOR WATER CLOSET

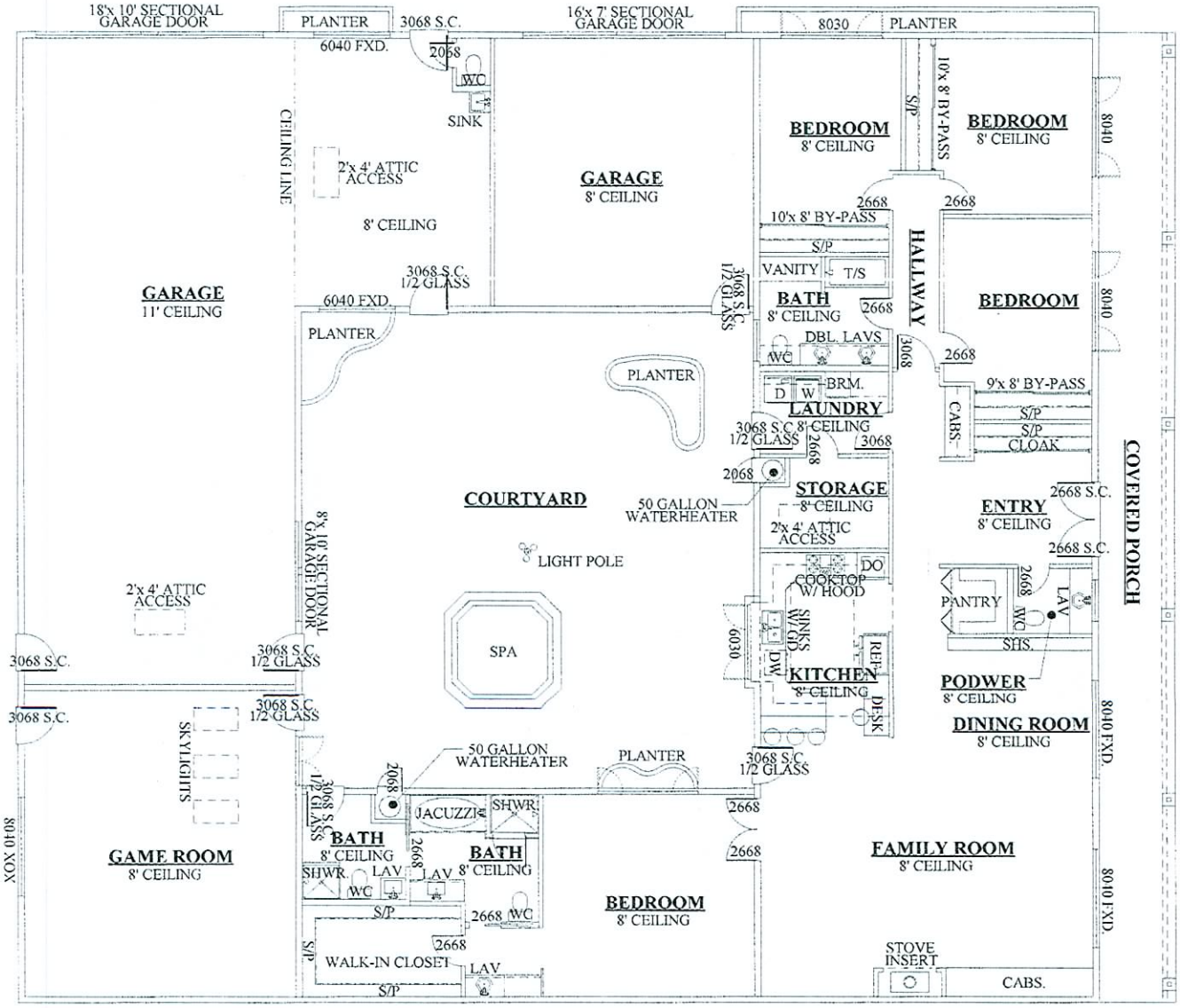
OFFICES	612 S.F.
GATHERING ROOMS	1011 S.F.
CLASSROOMS	1044 S.F.
STORAGE AREAS	1709 S.F.
REMAINING AREAS	937 S.F.
TOTAL CHURCH AREA	5313 S.F.

COURT YARD	1370 S.F.
COVERED PORCH	470 S.F.
TOTAL	1840 S.F.

OVERALL TOTAL 7153 S.F.

PLANS DRAWN & PREPARED BY CONTRACTOR
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030851
APPROVED BY:

PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E RESIDENTIAL ESTATES TO U CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD.
LAS VEGAS, NEVADA 89130
SHEET TITLE: NEW FLOOR PLAN
DATE: MARCH 2009
SCALE: 3/16"= 1'- 0"
SHEET: A4



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EXISTING FLOOR PLAN
SCALE: 3/16"= 1'- 0"

LIVING AREA	3320 S.F.
GARAGES	1993 S.F.
COURT YARD	1370 S.F.
COVERED PORCH	470 S.F.
TOTAL	7153 S.F.

PLANS DRAWN & PREPARED BY CONTRACTOR:
JERRY RAMSEY CONSTRUCTION INC
4595 N. KEVIN WAY
LAS VEGAS, NEVADA 89129
LIC. NO. 0030551
APPROVED BY

PROJECT: RIVER OF LIFE MINISTRIES INC.
USE PERMIT - R-E/RESIDENTIAL ESTATES TO U/CHURCH OR PLACE OF WORSHIP
LOCATION: 5300 N. RAINBOW BLVD. LAS VEGAS, NEVADA 89130
SHEET TITLE: EXISTING FLOOR PLAN
DATE: MARCH 2009
SCALE: 3/16"= 1'- 0"
SHEET: A3



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SDR-34254 - APPLICANT/OWNER: RIVER OF LIFE MINISTRIES, INC.
5300 NORTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09





SUP-34255
SDR-34254
06/11/09 PC





SUP-34255
SDR-34254
06/11/09 PC



SUP-34255
SDR-34254
06/11/09 PC

RIVER OF LIFE MINISTRIES INC
5300 N. Rainbow Blvd
Las Vegas, Nevada 89130

May 8, 2009

City of Las Vegas
Planning and Development Dept

We are applying for a land use permit for a non-profit organization. We are a 501 c 3 organization from the Internal Revenue Service.

We want to use the above property as a meeting place for our church. We will use the property as is, with no new construction. The time of use would be Sunday mornings, Sunday evenings, Wednesday evenings, and Thursday evenings. All times used would be for three to four hours each.

We respectully request the following waivers and exceptions:

1. Waiver to allow a zero-foot landscape buffer where eight foot is the minimum required along the south property line.

2. Exception to allow no trees in the required landscape parking fingers.

3. Exception to allow less than the required number of perimeter trees.

4. Exception to allow no trash bin, will use public utility totes.

George R Higgins
Treasurer, George R. Higgins

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MAY 11 2009

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SDR-34254
06/11/09 PC - REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 JUL 02 2009
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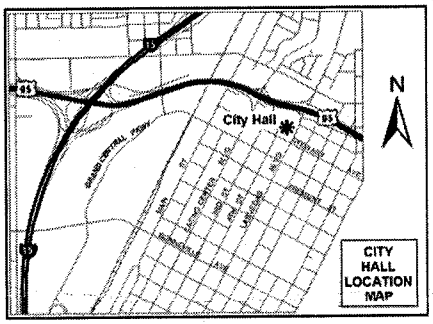

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254
City Council Meeting of 7/15/2009

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2009 JUL -1 A 10:45
CITY CLERK

SMITH WILLIAM L & LINDA M
6701 PAINTED CANYON CT
LAS VEGAS NV 89130-1685

APN#12534615016

EAU0511 A9130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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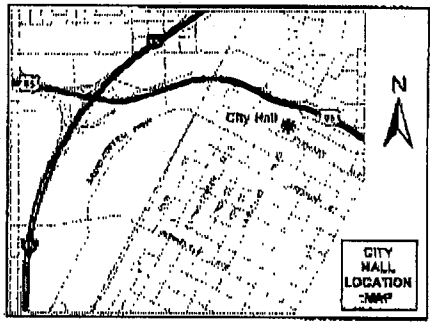

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254
City Council Meeting of 7/15/2009

JULIUS BETTY J
5361 BAYOU CT
LAS VEGAS NV 89130-1759

APN#12535217006

EAVDP11 89130

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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JUN 03 2009

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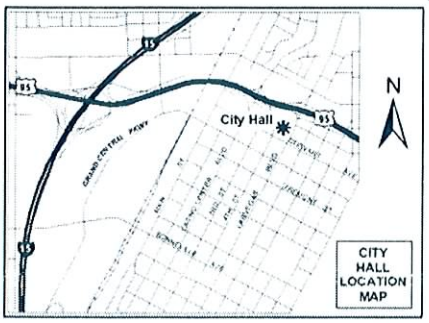

NEVER TAKE PROPERTY OFF THE TAX, ROLL!

L D Alberty
5/30/09

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: SUP-34255
12535103008
ALBERTY L D REVOCABLE LIV TR
2541 SUNDEW AVE
HENDERSON NV 89052-2912

☐ I SUPPORT this Request

☒ I OPPOSE this Request

THIS IS A TAX DODGE!

Please use available blank space on card for your comments.

SUP-34255 & SDR-34254

Planning Commission Meeting of 6/11/2009

GIVE THEM THE SAME OPPERTUNITY WE HAVE! "YOU + ME" TO PAY TAX!

CAVDP11 89052

33P

PAGE 01/01
LR MARROTT
7026505481
05/31/2009 00:32

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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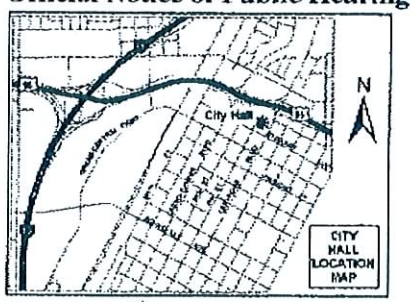

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SUP-34255 & SDR-34254

Planning Commission Meeting of 6/11/2009

$00.41

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Case: SUP-34255

12535216008
FOX-MARROTT MARY
6433 BREAK POINT AVE
LAS VEGAS NV 89130-1756

CAVOP11 89130

33A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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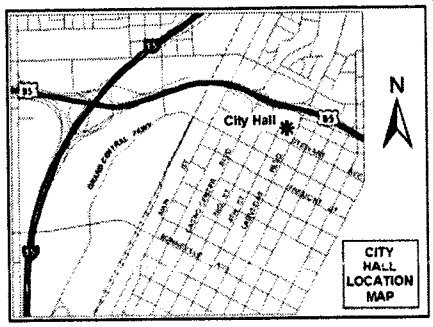

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Planning Commission Meeting of 6/11/2009

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Case: SUP-34255
12534615047
TISCHER DENIS W & RHONDA
12851 W BEAVER LAKE DR
HOMER GLEN IL 60491-6761

CAVDP11 60491

Submitted after final agenda

Date 6/8/09 Item 33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 MAY 29 2009
MAILED FROM ZIP CODE 89101

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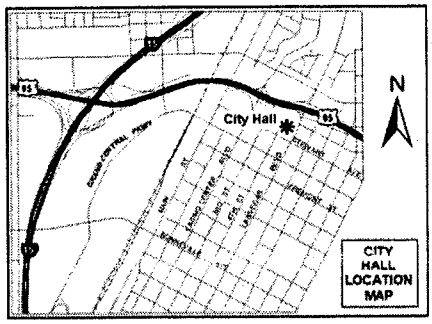

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Planning Commission Meeting of 6/11/2009

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Case: SUP-34255
12534714050
LEIHENSEDER ROBERT L & JUANITA H
26 INDEPENDENCE SQ
BLOOMINGTON IL 61704-4635

61704$4635 C002

Submitted after final agenda

Date 6/8/09 Item 33 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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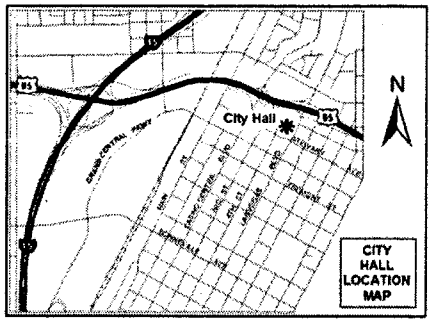

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Case: SUP-34255

12535215035
WELLS BRUCE H
5237 REBECCA RD
LAS VEGAS NV 89130-1732

CAVDP11 A3130

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Date 6/8/09 Item 33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
0004279218 MAY 29 2009
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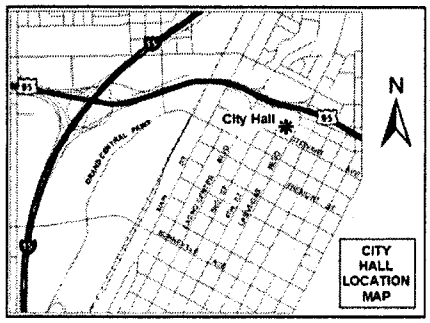

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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Planning Commission Meeting of 6/11/2009

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Case: SUP-34255
12534615016
SMITH WILLIAM L & LINDA M
6701 PAINTED CANYON CT
LAS VEGAS NV 89130-1685

CAVDS11 89130

Submitted after final agenda

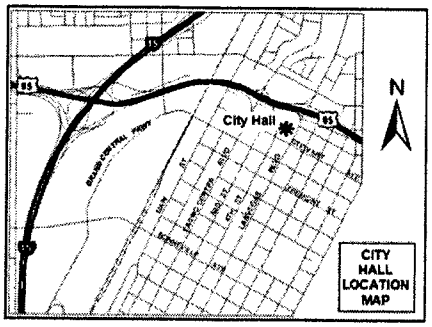
Date 6/8/09 Item 33P

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 $ 00.41⁴
0004279218 MAY 29 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 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-34255 & SDR-34254
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34255
12534614044
BUMGARNER MARGIE E TRUST
6801 SNAKE RIVER AVE
LAS VEGAS NV 89130-1670

CAVDP11 89130

Submitted after final agenda

Date 6/8/09 Item 33P

City of Las Vegas Agenda Item No.: **111.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-34331 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: L. ERIC CULVERSON - OWNER: VILLAGE SQUARE SHOPPING CENTER, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A MASSAGE ESTABLISHMENT WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM TWO EXISTING MASSAGE ESTABLISHMENTS WHERE 1,000 FEET IS THE MINIMUM REQUIRED at 9440 West Sahara Avenue, Suite #215 (APN 163-06-816-027), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Note: To be heard in conjunction with Morning Session Item 56 The Planning Commission (7-0 vote) and staff recommend DENIAL

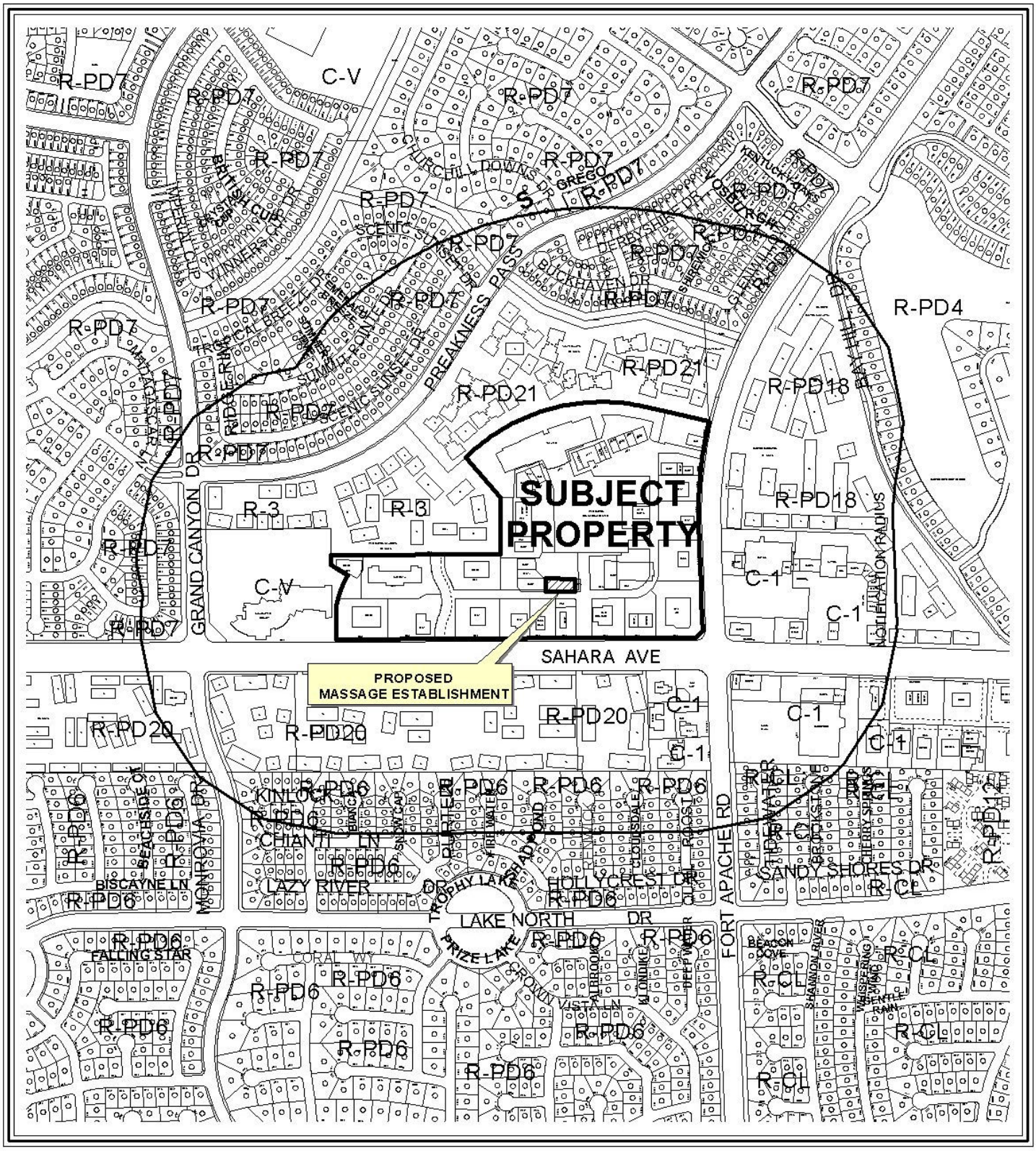
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**5**
City Council Meeting	**6**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

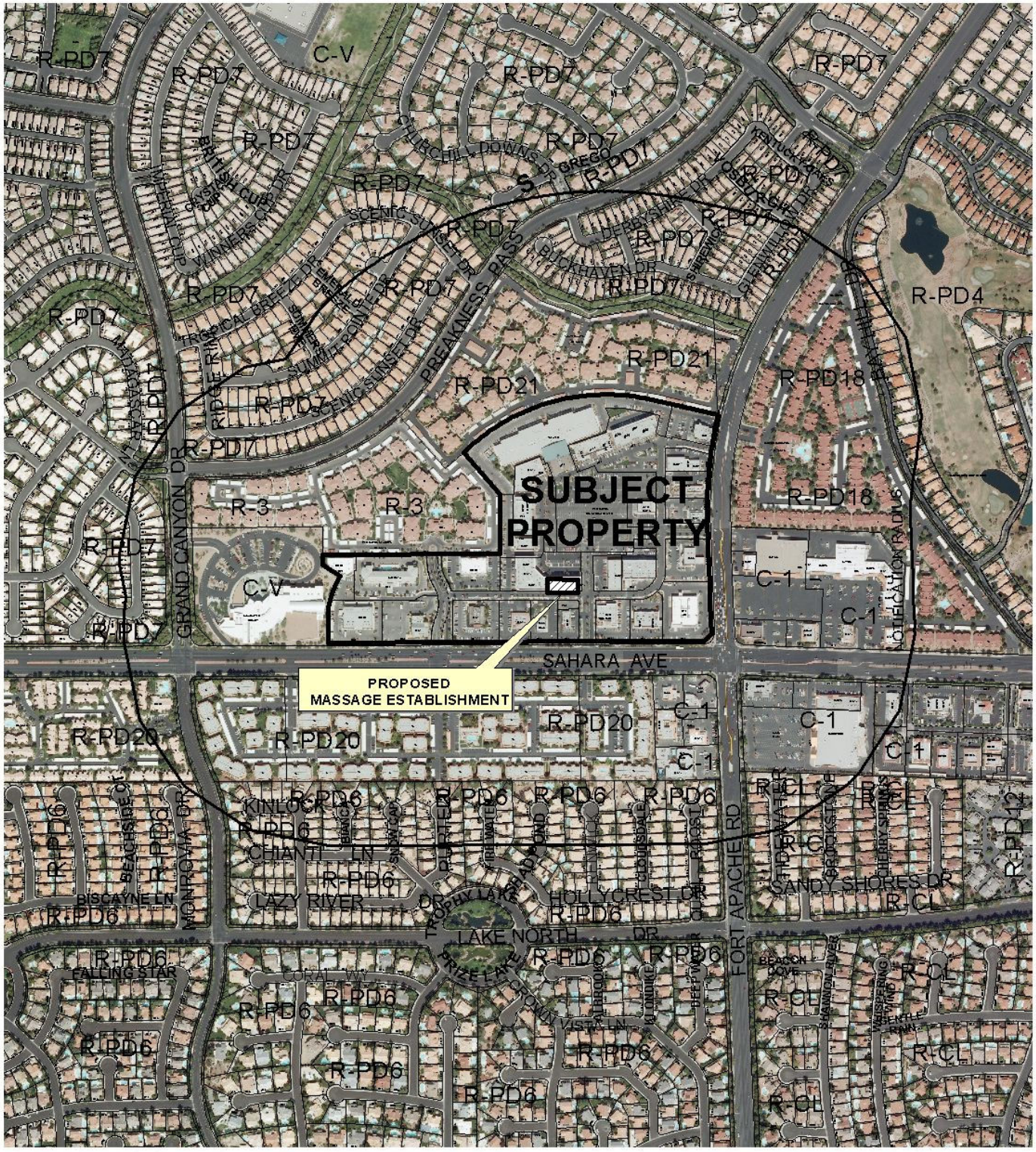
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Memo filed by L. Eric Culverson
7. Protest/Support Postcards
8. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 36



CASE: **SUP-34331**

RADIUS: 1000 FT

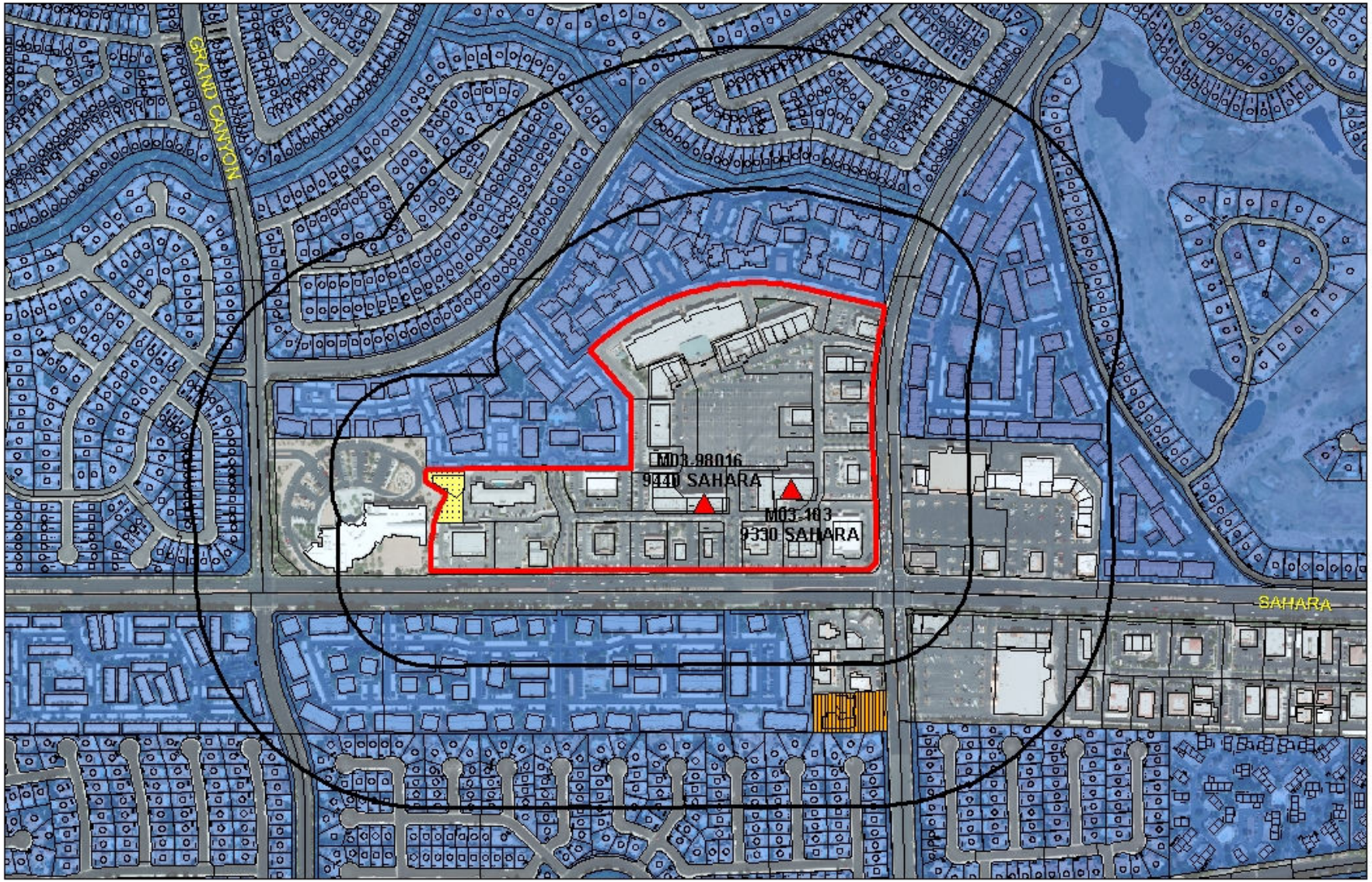
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **SUP-34331**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-34331

Business Licenses

- Massage Establishment
- Child Care/ Children Facility

Protected Landuses

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 360 720 1,440 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34331 - APPLICANT: L. ERIC CULVERSON - OWNER: VILLAGE SQUARE SHOPPING CENTER, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

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. 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 Massage Establishment with Waivers to allow a zero-foot distance separation from a residentially zoned parcel where 400 feet is required; and a zero-foot distance separation from an existing Massage Establishment where 1,000 feet is required located at 9440 West Sahara Avenue, Suite #215. The applicant is proposing a Massage Establishment within an established commercial development that currently houses an operating Massage Establishment. It has been determined that proposed use will cause an over saturation of this type of use in the immediate area, and will not be compatible with the neighboring residential property, as evidenced by the request for a Waiver of the required distance separation, therefore, staff is recommending denial of this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/15/89	The City Council approved a request for a Reclassification of property (Z-139-88) from: N-U (Non Urban) under Resolution of Intent to R-PD4 (Residential Planned Development – 4 Units per Acre), P-R (Professional Office and Parking, C-1 (Limited Commercial), and C-V (Civic), TO: R-PD7 (Residential Planned Development – 7 Units per Acre), R-3 (Medium Density Residential), and C-1 (Limited Commercial) located on the west side of Fort Apache Road, between Sahara Avenue and Charleston Boulevard. The Planning Commission recommended approval of the request.
8/18/04	The City Council approved a request for Site Development Plan Review (SDR-4639) for a proposed 57,092 square-foot Retail/Commercial building and a waiver of commercial standards for 3 feet of foundation landscaping where 6 feet is required approximately 260 feet north of Sahara Avenue and approximately 640 feet west of Fort Apache Road. The Planning Commission recommended approval of the request.
2/15/06	The City Council approved a request for a Special Use Permit (SUP-10406) for a Restaurant Service Bar at 9440 West Sahara Avenue, Suite #165. The Planning Commission recommended approval of the request.
7/12/06	The City Council approved a request for a Variance (VAR-12102) to allow 2,404 parking spaces where 2,440 is the minimum required after the addition of a 1,200 square foot restaurant within an existing commercial center at 9440 West Sahara Avenue. The Planning Commission recommended approval of the request.

4/19/06	The City Council approved a request for a Review of Condition (ROC-12097) for a Review of Condition Number 2 and 4 of an approved Site Development Plan Review (SDR-4639) to allow a zero-foot foundation landscape buffer where three feet was allowed and shown on the approved plans at 9440 West Sahara Avenue. The Planning Commission recommended approval of the request.
06/11/09	The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #36/jb).
Related Building Permits/Business Licenses	
11/05/04	A building permit (#4021072) was issued for On-site Improvements/ Hardscapes at 9440 West Sahara Avenue. This permit was expired on 10/22/05.
11/05/04	A building permit (#4021071) was issued for Office/ Retail Shell Building at 9440 West Sahara Avenue. This permit was finalized on 08/07/06.
07/12/06	A business license (M03-00103) was issued for a Massage Establishment (Internal Health Wellness Center) at 9330 West Sahara Avenue, Suite #250. This license is still active.
08/10/07	A business license (M03-00037) was issued for a Massage Establishment (Euphoria Salons & Day Spa) at 9410 West Sahara Avenue, Suite #140. This license was marked out of business on07/09/08.
04/20/09	A business license (B08-01343) was issued for Beauty/Cosmetic Sales at 9440 West Sahara Avenue, Suite #215. This license is still active.
04/20/09	A temporary business license (H22-98003) was issued for Health and Fitness Consultant at 9440 West Sahara Avenue, Suite #215. This license is still active.

Pre-Application Meeting	
04/10/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Massage Establishment were discussed topics included: • Minimum Special Use Permit Code Requirements • Application Materials and Documents • Meeting Dates and Deadlines • Required Waivers of Minimum Special Use Requirements
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
05/08/09	A field check was performed by staff at the subject property. The subject property was noted as a well maintained two-story retail/office building within the Peccole Village Square Shopping Center. Access to the second floor is provided through an entry vestibule located on the north side of the building providing access to the interior elevator and stairwell.

Details of Application Request	
Site Area	
Gross Acres	37.18

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residences	M (Medium Density Residential)	R-PD21 (Residential Planned Development – 21 Units per Acre) and R-3 (Medium Density Residential)
South	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residences	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residences	M (Medium Density Residential)	R-PD18 (Residential Planned Development – 18 Units per Acre)
West	Public Library	PF (Public Facilities)	C-V (Civic)

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 19.10, 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	
Shopping Center	433,102	1:250	1,733	28	2,354	96	Y
TOTAL			1,761		2,450		

ANALYSIS

This is a request for a proposed 1,721 square-foot Massage Establishment with Waivers to allow a zero-foot distance separation from residentially zoned parcel where 400 feet is required; and a zero-foot distance separation from an existing Massage Establishment where 1,000 feet is required located at 9440 West Sahara Avenue, Suite #215. The applicant has indicated that there is no application of creams nor any hands on contact during a normal session, massages are administered using a non invasive mechanical device which massages connective tissue.

The subject site is located within a large commercial subdivision that enjoys the benefits of shared parking. The parking requirements for the proposed Massage Establishment will not adversely affect surrounding land uses. However, the proposed Massage Establishment fails to meet Minimum Special Use Requirements number 3 and 4 of Title 19.04 for a Massage Establishment, which state:

3. The use may not be located within 400 feet of any church, synagogue, school, City park, child care facility, or any parcel zoned for residential use.

4. The use may not be located within 1000 feet of any other massage establishment.

The subject site shares a property line with parcels to the north that are zoned R-PD21 (Residential Planned Development – 21 Units per Acre) and R-3 (Medium Density Residential), and is located within a Shopping Center with an established Massage Establishment approximately 230 feet away. Therefore it has been determined that the proposed use will cause an over saturation of this type of use in the immediate area, and will not be compatible with the neighboring residential property, as evidenced by the requested Waivers of the required distance separations, therefore, staff is recommending denial of this application.

USE

Title 19.04 defines a Massage Establishment as, "A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. This use does not include the use "accessory massage," as defined in this Title."

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 applicant has requested Waivers of the Title 19.04 minimum distance separation requirements to allow a zero-foot distance separation from a residentially zoned parcel where 400 feet is required; and a zero-foot distance separation from a Massage Establishment where 1,000 feet is required. The proposed use will cause an over saturation of this type of use in the immediate area, and will not be compatible with the neighboring residential property.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Massage Establishment use will be located within an existing shopping center, which is physically suitable for the type and intensity of the land use proposed.

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."**

   Access to the site is via driveways from Sahara Avenue and Fort Apache Road, both of which are 100-foot wide Primary Arterials, according to the Master Plan of Streets and Highways, and are adequate to facilitate all traffic generated by 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."**

   Approval of this Special Use Permit will not compromise public health, safety, or welfare as the proposed Massage Establishment use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use fails to meet Minimum Special Use Requirements number 3 and 4 as listed in Title 19.04 for a Massage Establishment use, as evidenced by the requested Waivers.

PLANNING COMMISSION ACTION

Proposed condition – All massage conducted at this location shall be using an LPG mechanical device.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 872 by City Clerk

APPROVALS 2

PROTESTS 5

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34331 APN: 163-06-816-027

Name of Property Owner: Village Square Shopping Center, LLC

Name of Applicant: L. Eric Culverson

Name of Representative: Same As Applicant

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 Ghermezian

Subscribed and sworn before me

This 27th day of April, 2009

Shelley Barrett

Notary Public in and for said County and State

Shelley Barrett
Notary Public
State of Nevada
Date Appointment Exp: 06-30-2010
Certificate No: 96-3470-1

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APR 28 2009

Revised 11-14-06

SITE INFORMATION

ZONING
C1 -Local Business District (APN 163-06-816-027)

AREA (Approximate, to be verified)
Net Area: 78,600 sf 1.80 acres

AREA (Approx)	Pads - dimensions	Coverage
28,488 sf	404' x 202'	36 %

Building Area

1st floor	28,488 sf
2nd floor	28,488 sf
Total	56,976 sf

PARKING REQUIREMENTS (City Requirements)

Retail	1 per 250 gsf	21,266	250 =	85 Spaces
Office	1 per 300 gsf	28,021	300 =	94 Spaces
Total Required				179 Spaces
On-Grade				95 Spaces
Shared w/ Shopping Center				84 Spaces
Total Provided				179 Spaces
Handicap Spaces Required:				5
Handicap Spaces Provided:				5
Loading Spaces Required:				3
Loading Spaces Provided:				3

OVERALL PARKING REQUIREMENTS (City Requirements)

	Bldg. Area	Parking Required	Parking Provided
Totals:			
Theater	60,000 sf	682 spaces	800 spaces
Pads	277,975 sf	1319 spaces	1342 spaces
Retail/Office Bldg	95,127 sf	449 spaces	308 spaces
Overall Site	433,102 sf	2,450 spaces	2,450 spaces

BUILDING HEIGHT
Allowed: No Restriction
Provided: 2-Story - up to 40 feet

BUILDING COVERAGE
Allowed: 50 %
Provided: 36 %

Standard Handicapped
Typical Parking Spaces

Public Library



Vicinity Map



Location Map

Note:
This plan has been prepared without benefit of a complete survey.
It is Conceptual in Nature and No Guarantee of its accuracy is implied.

Pad P at Village Square

NWC Sahara Avenue and Fort Apache Road - Las Vegas, Nevada

Triple Five Nevada Development Corp.
Las Vegas, Nevada (702) 242-6937

Overall Site Plan - Scheme A

North
Scale: 1" = 80'
80 160

Date: February 28, 2009
Project Number: 104146

Perlman ARCHITECTS
PERLMAN ARCHITECTS, INC.
2930 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074
702.990.9900 702.992.3222 fax

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SUP-34331
06/11/09 PC

ROOM SCHEDULE	
101	MAIN ENTRANCE
102	ADMON. OFFICE
103	WORK OUT AREA
104	OFFICE
105	STORAGE ROOM
106	TREATMENT ROOM
107	UTILITY ROOM / STORAGE
108	TREATMENT ROOM
109	OPEN AREA FOR MEETING

DOOR SCHEDULE

#	WIDTH	HEIGHT	MAT	FRAME	NOTES
1	6'-0"	6'-8"	WOOD	WOOD	MAIN ENTRANCE (EXISTING)
2	3'-0"	6'-8"	WOOD	WOOD	OFFICE EXISTING
3	3'-0"	6'-8"	WOOD	WOOD	STORAGE ROOM EXISTING
4	3'-0"	6'-8"	WOOD	WOOD	TREATMENT ROOM EXISTING
5	3'-0"	6'-8"	WOOD	WOOD	TREATMENT ROOM EXISTING
6	3'-0"	6'-8"	WOOD	WOOD	UTILITY ROOM EXISTING

GENERAL FLOOR PLAN NOTES

1-GRAB BARS BE 1¼" TO 1½" DIA WITH CLAR TO ADJACENT WALL

2-BAR FASTENER AND MOUNTING SUPORT SHALL BE ABLE TO WITHSTAND 250 LBS/FT IN BENDING SHEAR AND TENSION

3-A CLEAR FLOOR SPACES OF 30"x48" SHALL BE PROVIDED IN FRONT OF LAATORY TO ALLOW FORWARD APPROACH.

4-GREEN BOARDY SHALL BE PROVIDED ON ALL WALLS WITHIN 24" OF THE TRONT AND SIDES OF WATHER CLOSETS.

5-WATER CLOSET FLUSH VALVE CONTROLS AND FAUCETS AND OTHER SIMILAR MECHANISM CONTROLS SHALL BE OPERABLE WITH ONE HAND SHALL NOT REQUIRED TIGHT GRASPING ,PINCHING OR TWISTING OF THE WRIST AND SHALL BE MOUNTED NO MORE THAN 44" ABOVE THE FLOOR.

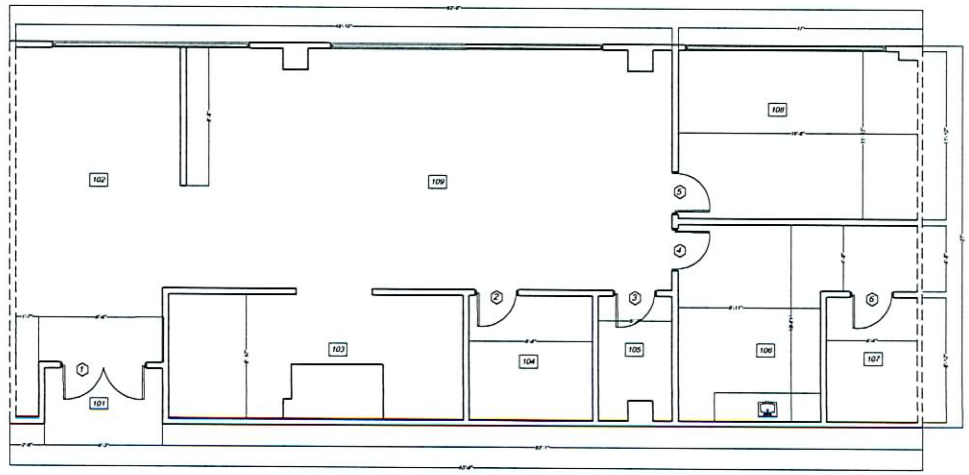
6-THE TOMCENTIQUIRED TO ACTIVATE WATR CLOSE FLUSH VALVE CONTROLS AND FAUCE T AND OPLRATING MECHANISM CONTHOLS SHALL BE NO GREATER ATHAN 5 LBS

7-SHALL PLANS VIEW DEMENSIONS ARE TO SURFECE U N O.

8-CONTHOLS FOR WATER CLOSET FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF TOILET AREAS.

9-FAUCETS SHALL LEVER TYPE, ELECTRONICALLY ACTIVITED OR APPROVED SELF CLOSING VALVES(MIN. 10 SECOND OPEN FLOW)

10-PROVIDE BLOCKING AS REQUIRED FOR ALL GRAB BARS AND ACCESORIES



SUP-34331
06/11/09 PC

RECEIVED
APR 2 9 2009

SCALE DRAWING NOTE
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE FIELD PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES TO BE REPORTED TO OWNER/CONSTRUCTION MANAGER OR ARCHITECT BEFORE PROCEEDING.

LOCATION :
TRIPLE DEVELOPMENT GROUP
9440 WEST SAHARA AVE.SUITES 237
LAS VEGAS NEVADA 89117

PROJECT :
TECHNICALLY SPEAKING
FLOOR PLAN

CITYWIDE CONSTRUCTION INC.
NSCB #0031672
A-1 #0060606
LAS VEGAS NEVADA 89104
1230 S MARYLAND PKWY.
PH:(702)382-8464 FAX:(702)382-0120

REVISIONS:

A1.1
SHEET

SCALE
1/4" : 1'



SUP-34331 - APPLICANT: L. ERIC CULVERSON - OWNER: VILLAGE SQUARE SHOPPING CENTER, LLC
9440 WEST SAHARA AVENUE, SUITE #215
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



SUP-34331 - APPLICANT: L. ERIC CULVERSON - OWNER: VILLAGE SQUARE SHOPPING CENTER, LLC
9440 WEST SAHARA AVENUE, SUITE #215
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

LPGtrainingUSA.com

dba

European Face & Body Renewal

9440 W. Sahara Avenue, Suite 215
Las Vegas, NV 89117
Phone: 702-222-1427
Fax: 866-583-9957

April 27, 2009

Planning and Development Department
731 S. 4th Street
Las Vegas, NV

RE: Letter of Justification

Dear Sir or Madam,

This request is for a Special Use Permit for a Massage Establishment; with waivers to allow a zero-foot distance separation waiver from residentially zoned parcel where 400 feet is required; and a zero-foot distance separation waiver from Massage Establishment where 1000 feet is required.

LPGTrainingUSA.com, dba European Face & Body Renewal strives to be an asset to its customers and a model business entity. Endermologie® can provide meaningful cosmetic and therapeutic benefits to clients. However, that potential cannot be realized without proper training and support.

That is the primary focus of our business; to educate, inform and support. Part of the education process is ensuring that each Endermologie® treatment provider that comes through our doors be fully aware that they must actively research the unique business licensing requirements for their respective state.

We strive to set the best possible example in all areas, including this. Given that the State of Nevada has decreed that all Endermologie® treatments be provided by a fully licensed and certified Massage Therapist, we are enhancing our business model as a matter of necessity and compliance.

Endermologie® has been marketed as self described "lipo-massage". This means using an LPG mechanical device which massages the connective tissue using a non invasive three roll technology, combined with a gentle aspiration. All clients are wearing a full body stocking, providing hygiene, warmth and comfort. The primary purpose is a gentle massage of the fat cells which in turn reactivates the release of fatty acids and toxins. There is no application of creams nor any hands on during a normal Endermologie® session. In that context, a direct comparison between the service that we provide and traditional massage is not completely applicable.

SUP-34331
REVISED
06/11/09 PC

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MAY 06 2009

Nonetheless, in this business climate, and as a matter of survival, we need to be able to provide both comprehensive Endermologie® training and treatment. Therefore, our business must now be licensed as a Massage establishment, and that is the explicit reason for this "special use" and "privilege license" application process. We do not seek to become a traditional massage establishment, but we are, and always will be in full compliance with the laws and governance of the State of Nevada.

We will ensure that each treatment provider has proper documentation on hand, and on display. Furthermore, we fully support the more restrictive licensing requirement. It has been our observation that throughout Nevada and elsewhere, the level of overall physical therapeutic knowledge and skill for existing Endermologie® providers has not been sufficient to ensure the highest levels of practice and application. On the surface, this requirement would certainly raise the level of knowledge and expertise among treatment providers.

Waivers:
As stated, we do not intend, nor has it ever been our business model to compete with any existing traditional massage providers. The 1000' exclusion requirement can safely be waived without detriment to any existing massage establishments that happen to fall within that range. In addition, the restriction of 400' from any residential area can be waived without the fear that this business would at some point market lewd, or suggestive massage services that are intended to provide some level of sensuous stimulation. Anything that we do will always fall well within the realm of cosmetic or therapeutic application, and that is what our clients expect of us.

To summarize, this business license request is first and foremost a matter of compliance. Gretchen Givone is a globally recognized trainer and consultant on the practice of Endermologie®. In this economic climate, we need to have the flexibility to provide both training and treatments at our establishment. I can assure you that we will continue to operate at the highest levels of ethics, client care and business compliance.

Sincerely,

L. Eric Culverson
President;
LPGTrainingUSA.com dba European Face & Body Renewal

Sincerely,

Gretchen Givone
Certified Endermologie Consultant

SUP-34331
REVISED
06/11/09 PC

From: L. Eric Culverson
Technically Speaking, Inc.
d.b.a. European Face & Body Renewal

2009 JUN 22 P 3:56
CITY CLERK

Re: SUP 34331

I hereby request an appeal to the "no" vote and denial that was issued concerning the above referenced SUP application.

I wish to go before the ~~planning commission~~ city council and discuss or entertain the provisions that they stated during the initial hearing on June 11, 2009.

Thank you.

L. Eric Culverson

L. Eric Culverson
22 Jun 09

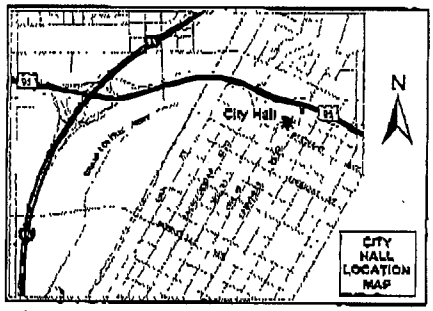
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 JUL -6 A 8:20

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 JUL 02 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.

SUP-34331
City Council Meeting of 7/15/2009

THOMPSON JANA P
328 S BUFFALO DR #102
LAS VEGAS NV 89145-4990

APN#16305415171

EAVDP11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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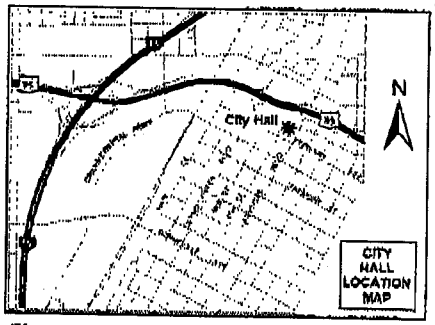

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
City Council Meeting of 7/15/2009

SKELTON STEVE J & LENA L
6320 WOODSTOCK CT
LAS VEGAS NV 89118-3438

APN#16305415138

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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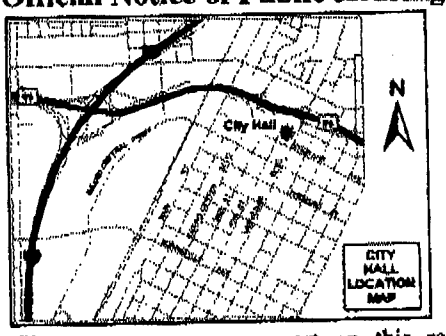

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34331
City Council Meeting of 7/15/2009

ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6889

APN#16305415360

I massage parlors is more than enough

89052

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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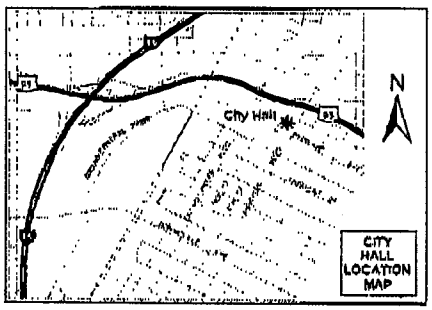

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
City Council Meeting of 7/15/2009

SAXTON MICHAEL KEVAN & LINDA D
2700 BIANCA CT
LAS VEGAS NV 89117-3654

APN#16307510045

89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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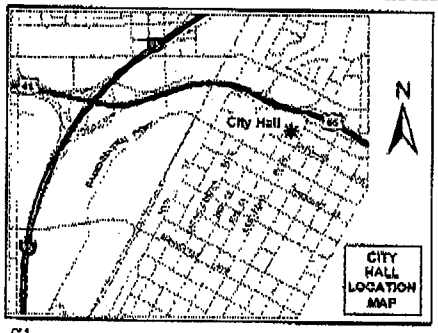

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SUP-34331
City Council Meeting of 7/15/2009

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CHANG GORDON & CARMEN
1808 SUMMIT POINTE DR
LAS VEGAS NV 89117-7224

APN#16306713037

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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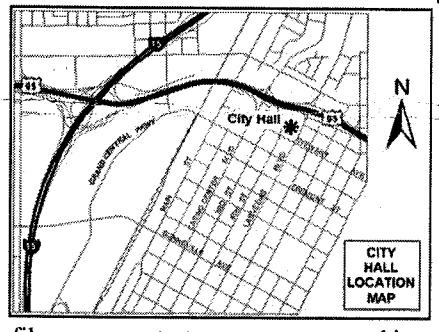

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SUP-34331
City Council Meeting of 7/15/2009

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MONACO TRUST
HOWARD KERRI L TRS
2020 SUMMIT POINTE DR
LAS VEGAS NV 89117-7262

APN#16306812003

EAUDF11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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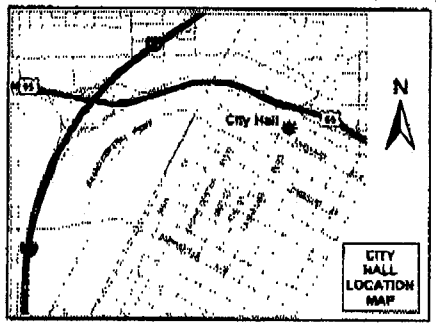

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-34331
City Council Meeting of 7/15/2009

YONEMURA TOM M & YUKO 1980
YONEMURA TOM M & YUKO TRS
1924 BAY HILL DR
LAS VEGAS NV 89117-5732

APN#16305315042

EAVDP11 89117

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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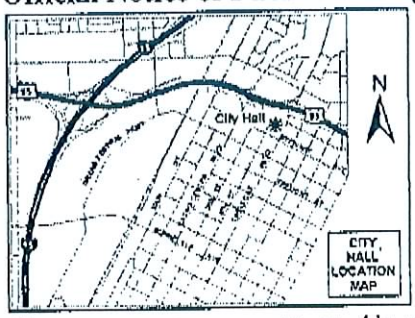

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
Planning Commission Meeting of 6/11/2009

Case: SUP-34331
16307510045
SAXTON MICHAEL KEVAN & LINDA D
2700 BIANCA CT
LAS VEGAS NV 89117-3654

CAVDS11 89117

36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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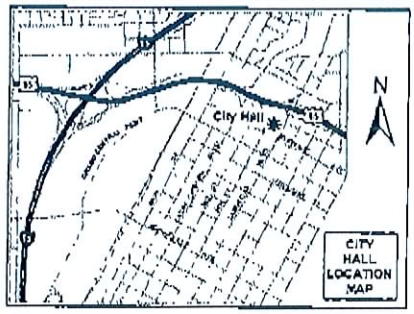

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SUP-34331
Planning Commission Meeting of 6/11/2009

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Case: SUP-34331
16305415171
THOMPSON JANA P
328 S BUFFALO DR #102
LAS VEGAS NV 89145-4990

36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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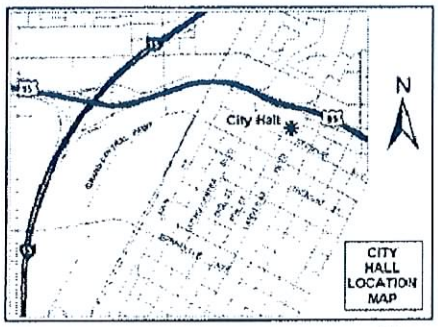

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
Planning Commission Meeting of 6/11/2009

Case: SUP-34331
16306718029
REICHOLD CHARLES G & LYNN MARIE
9213 BUCKHAVEN DR
LAS VEGAS NV 89117-5362

CAVOP11 8317

36 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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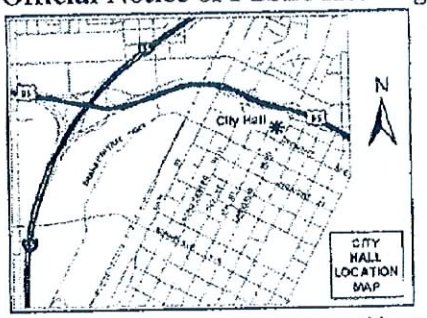

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Case: SUP-34331

16305415189
RASKIND STEVEN L
95 FRONT ST
HEMPSTEAD NY 11550-3641

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
Planning Commission Meeting of 6/11/2009

CA9DS11 11350

36 P

f Las Vegas
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egas. Nevada 89101-2986

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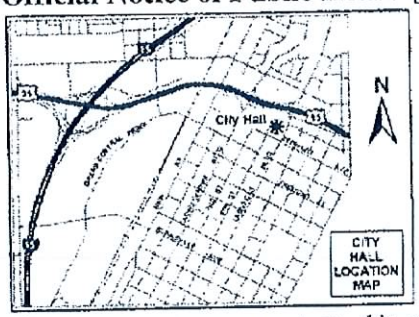

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

ase use available blank space on card for your comments.

Case: SUP-34331
16305415236
RASKIND STEVEN L & ETHAN
95 FRONT ST
HEMPSTEAD NY 11550-3641

P-34331
nning Commission Meeting of 6/11/2009

CAUSE11 11550

36 P

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JUN 11 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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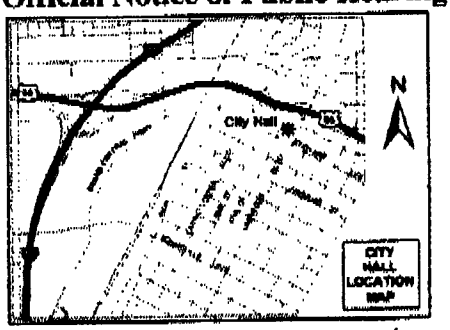

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331

Planning Commission Meeting of 6/11/2009

Case: SUP-34331
16307510036
KORCZAK GREGORY G & GENEVIEVE
2920 CARESSA CT
LAS VEGAS NV 89117-0637

Submitted after final agenda

Date 6/11/09 Item 36 P

89117$0637 0008
89117

06/10/2009 21:17 7022422430 GREG KORCZAK PAGE 01/01

Jun 04 09 06:50p DAVE MEEHAN 5167363939 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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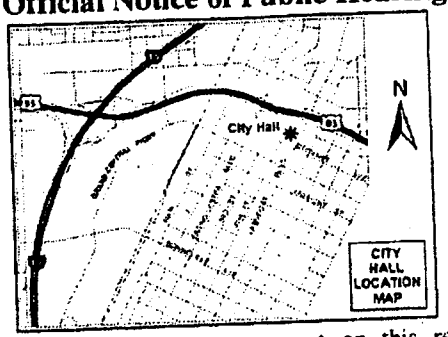

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Case: SUP-34331

16305415493
MEEHAN DAVID & STACY
25 THE PRESERVE
CALVERTON NY 11933-2301

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331

Planning Commission Meeting of 6/11/2009

CAVDS11 11933

Submitted after final agenda

Date 6/4/09 Item 36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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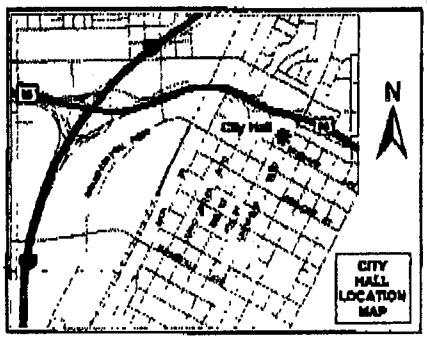

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34331
Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: SUP-34331
16305415148
SHIH MICHELLE CHIH-LAN
756 ARABIAN LN
WALNUT CA 91789-1260

Submitted after final agenda

Date 6/8/09 **Item** 3eP

JUN. 8. 2009 3:26PM CTG INTERNATIONAL NO. 9613 P. 1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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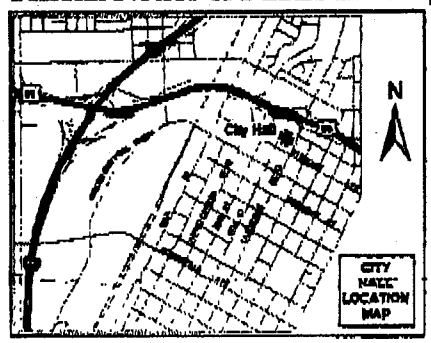
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-34331

Planning Commission Meeting of 6/11/2009

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Case: SUP-34331

16305415497
SHIH MICHELLE CHIH LAN
756 ARABIAN LN
WALNUT CA 91789-1280

Submitted after final agenda

Date 6/8/09 Item 36P

JUN. 8. 2009 3:26PM CTG INTERNATIONAL NO. 9613 P. 2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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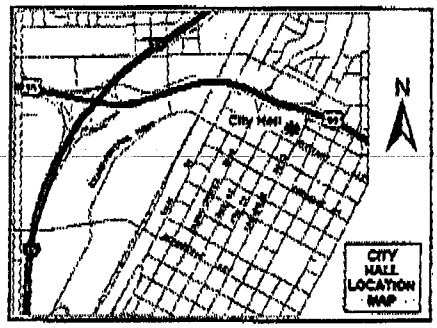

Fax To: 702-385-7268

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JUN 09 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34331

Planning Commission Meeting of 6/11/2009

Case: SUP-34331

16306812009
AHARONI TOBY TRUST
%S RAVIN
4323 ROSE GARDEN DR
TOLEDO OH 43623-3421

43623$3421 C006

TOTAL P.001

Submitted after final agenda

Date 6/9/09 Item 36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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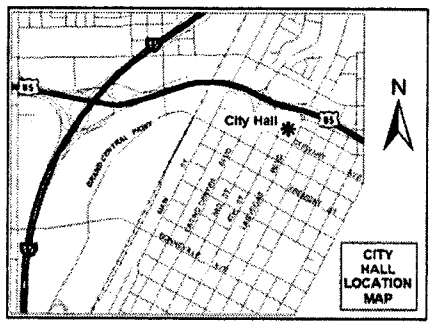

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-34331

Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: SUP-34331

16305410024
MCKEE CHRISTOPHER W & EVELYN H
P O BOX 897
CEDAR GLEN CA 92321-0897

CA9DS11 92321

Submitted after final agenda

Date 6/8/09 Item 36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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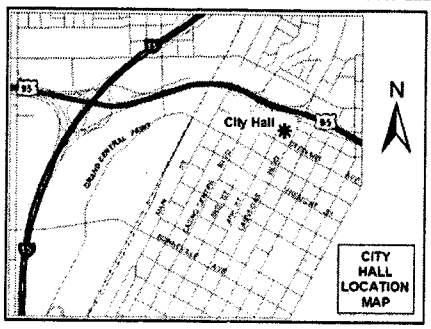
Official Notice of Public Hearing



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-34331
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 08 2009

Case: SUP-34331
16305415202
RUEDA GLADYS & JUAN M
%TRESNOVU HAIR SALON
1051 N CITRUS ST
COVINA CA 91722-2760

CA9DS11 91722

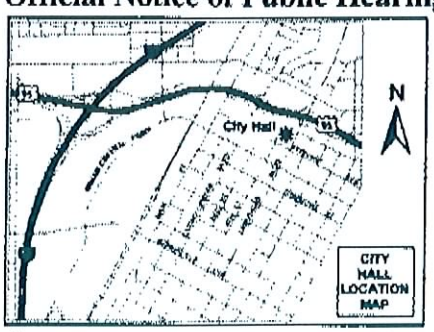
Submitted after final agenda

Date 6/8/09 Item 36P

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-34331

Planning Commission Meeting of 6/11/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 MAY 29 2009
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 01 2009

Case: SUP-34331

16305315042
YONEMURA TOM M & YUKO 1980 TRUST
1924 BAY HILL DR
LAS VEGAS NV 89117-5732

CAVOS11 A9117

36A

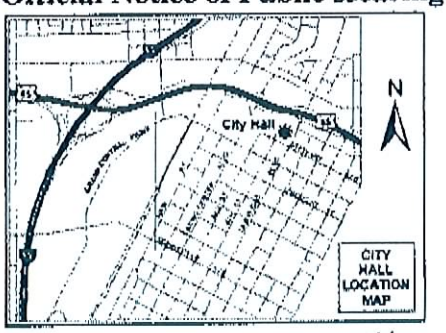
06/02/2009 00:37 3103794740 T YONEMURA PAGE 01

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 $ 00.41⁴
0004279218 MAY 29 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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SUP-34331
Planning Commission Meeting of 6/11/2009

RECEIVED
JUN 01 2009

Case: SUP-34331
16305415138
SKELTON STEVE J & LENA L
6320 WOODSTOCK CT
LAS VEGAS NV 89118-3438

CANCEL 89118

36A

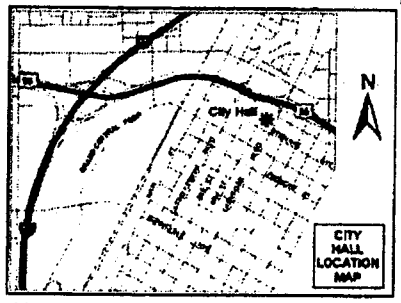
05/30/2009 13:01 7028221367 SKELTON PAGE 01

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 $ 00.41⁴
0004279218 MAY 29 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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JUN 01 2009
By

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RECEIVED
JUN 05 2009

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SUP-34331

16306816038
VILLAGE SQUARE L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

SUP-34331
Planning Commission Meeting of 6/11/2009

CAVDS11 89117

Submitted after final agenda

Date 6/5/09 Item 36A

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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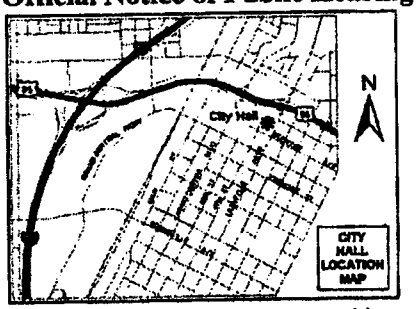
0004279218 MAY 29 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUN 05 2009

RECEIVED
JUN 02 2009
By

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331
Planning Commission Meeting of 6/11/2009

Case: SUP-34331
16306816024
TRIPLE FIVE DEV GROUP CENTRAL
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

CAVDS11 89117

Submitted after final agenda

Date 6/5/09 Item 36A

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 $ 00.41⁴
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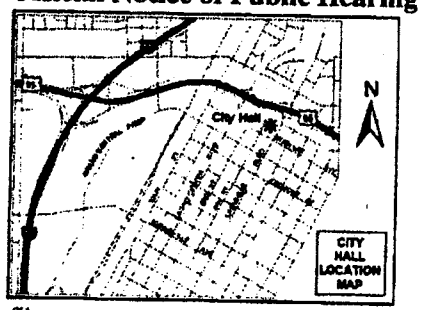
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUN 05 2009

RECEIVED
JUN 02 2009
By

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34331

Planning Commission Meeting of 6/11/2009

Case: SUP-34331

16306814003
WELLINGTON MEADOWS APTS L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

CAVDS11 89117

Submitted after final agenda

Date 6/5/09 Item 36A

City of Las Vegas Agenda Item No.: **112.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING DATE: JULY 15, 2009

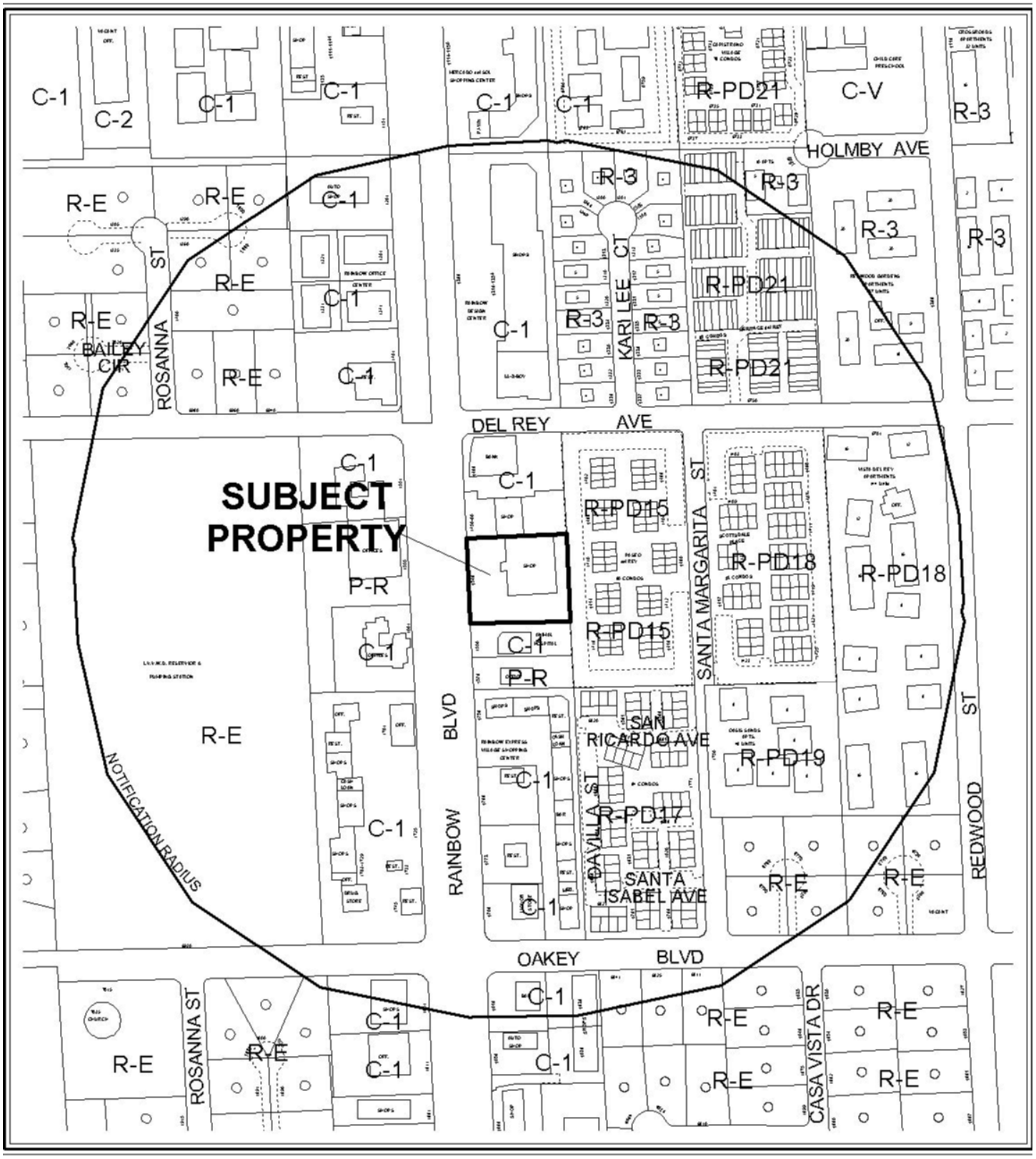
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34333 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: COLLEEN"S CLASSIC CONSIGNMENT - OWNER: ROBERT H. AND SURIVA FISHER TRUST - Request for a Special Use Permit FOR A 21,025 SQUARE-FOOT SECONDHAND DEALER USE (FURNITURE) at 1540 South Rainbow Boulevard (APN 163-02-201-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**4**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the June 11, 2009 Planning Commission Meeting Item 37



0 300 600 Feet

CASE: **SUP-34333**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-34333**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JULY 15, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34333 - APPLICANT: COLLEEN'S CLASSIC CONSIGNMENT - OWNER: ROBERT H. FISHER

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Secondhand Dealer use.

2. Conformance to the conditions for Rezoning (Z-0055-93).

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. 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 21,025 square-foot Secondhand Dealer (Furniture) use at 1540 South Rainbow Boulevard. The subject property was approved and built for the sale of new home furnishings and accessories, and the applicant is now proposing to locate a home furniture and accessory consignment store at the subject site. As the intensity of land use at the subject site will remain the same as the previously approved land use, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
08/04/93	The City Council approved a Rezoning (Z-0055-93) from N-U (Non-Urban) to C-1 (Limited Commercial) and a Plot Plan Review for a proposed furniture store on property located on the east side of Rainbow Boulevard approximately 210 feet south of Del Rey Avenue. The Planning Commission and staff recommended approval of this request.
06/11/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #37/dc).
Related Building Permits/Business Licenses	
07/13/94	A business license (#F07-01331) was issued for furniture sales at 1540 South Rainbow Boulevard. The license is currently active.
05/20/94	A building permit (#94332804) was issued for wall letter signage at 1540 South Rainbow Boulevard. The permit received final approval 07/29/94.
12/28/93	Building permits were issued for a new building (#93213486) and a tenant improvement (#93213489) at 1540 South Rainbow Boulevard. The permits received final approval 06/13/94.
12/28/93	A building permit (#93213488) was issued for onsite improvements at 1540 South Rainbow Boulevard. The permit received final approval 06/09/94.
Pre-Application Meeting	
04/16/09	A pre-application meeting was held with the applicant where the following information was discussed: • The submittal requirements for a Special Use Permit for a Secondhand Dealer Use. • Revising the site plan to include accurate representations of the existing site including parking and building square footage. • Revising the justification letter to specifically request the Secondhand Dealer Use. • Pursuant to Title 19.10, the subject property was determined to be Parking Impaired and no parking Variance would be required.

Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	
Field Check	
05/07/09	A field check was performed by staff with the following observations: • The site is an existing furniture store with minimal activity. • The exterior of the building appeared to be well-maintained. • Several trees and shrubs shown on the approved landscape plans appeared to be missing from the site. The issue was turned over to the Planning and Development Inspections division for further action. • The parking lot striping appeared to be badly faded and worn. The issue was turned over to the Planning and Development Inspections division for further action.

Details of Application Request	
Site Area	
Gross Acres	1.29

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office	SC (Service Commercial)	C-1 (Limited Commercial)
East	Condominiums	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units per Acre)
West	Office	SC (Service Commercial)	P-R (Professional Offices and Parking)
	Restaurant (without Drive-Through)	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 19.10, 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	
Secondhand Dealer	21,025 SF	1 Space / 250 SF	81	4	41	2	
TOTAL			85		43		Y*
Loading Spaces			2		2		Y

* Pursuant to Title 19.10.010, the subject site is considered a Parking-Impaired Development.

ANALYSIS

This is a request for a proposed 21,025 square-foot Secondhand Dealer (Furniture) use at 1540 South Rainbow Boulevard. The subject site was approved and constructed in 1993 for the use as a new furniture and home accessory sales facility. The applicant is proposing to locate a consignment store, for the sale of home furnishings and accessories, within the existing 21,025 square-foot building at the subject site. The intensity of land use at the site will remain nearly identical to that which is currently on site and will have little to no impact on the adjacent neighborhood.

A total of 43 parking spaces were approved where 85 are now required by Title 19. The site is therefore Parking Impaired. The proposed use is not more intense than the previous use and therefore requires no additional parking. The subject site meets all applicable Title 19.04 Minimum Special Use Permit Requirements.

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 proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses as it meets all of the minimum Title 19.04 Special Use Permit Requirements.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed as the existing building has been designed for and exclusively used for furniture and home accessory sales. The change in use to a Secondhand Dealer will have little to no impact on the subject site.

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."**

   Access to the site is provided by Rainbow Boulevard, a 100-foot Primary Arterial, according to the Master Plan of Streets and Highways, which will provide adequate access to the site.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety and welfare as the proposed Secondhand Dealer (Furniture) use will be similar in nature to existing furniture store use on the subject site.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Secondhand Dealer use meets all the required minimum Special Use Permit Requirements pursuant to Title 19.04.040.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 1

SENATE DISTRICT 6

NOTICES MAILED 416 by City Clerk

APPROVALS 3

PROTESTS 0

OWNER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34333 APN: 163-02-201-005

Name of Property Owner: Fischer Family Trust

Name of Applicant: Colleen Aiken, Colleen's Classic Consignment

Name of Representative: Joshua Cohen, Jack Holler Commercial Real Estate

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: 163-02-201-005

Signature of Property Owner: [signature]

Print Name: Robert H. Fischer

Subscribed and sworn before me

This 21 day of April, 2009

[signature]

Notary Public in and for said County and State

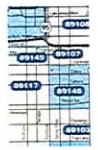
ROSEMARIE VALENTINO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-02-10

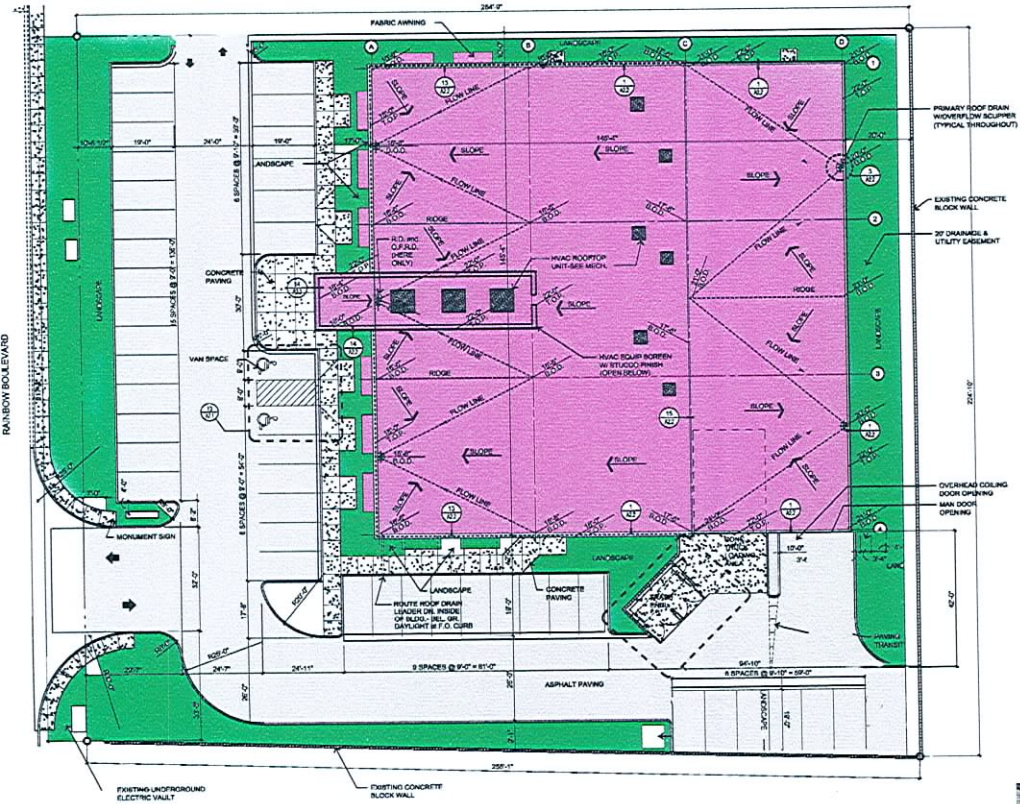
COLLEEN'S CLASSIC CONSIGNMENT
1540 S. RAINBOW BLVD, LAS VEGAS, NV 89146

ADJACENT PROPERTY USE:
RETAIL

FURNITURE STORE PARKING REQUIREMENTS
1 SPACE PER 300SF SHOWROOM SPACE (15,000SF = 30 SPACES)
1 SPACE PER 2,500SF WAREHOUSE SPACE (7000SF = 2-3 SPACES)
TOTAL REQUIRED: 32-33
TOTAL ON PROPERTY: 43 (41 REGULAR + 2 HANDICAP)

VICINITY MAP





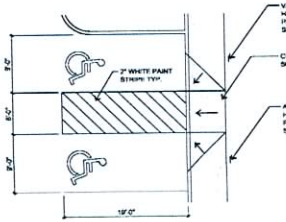
ADJACENT PROPERTY USE:
CONDOMINIUMS

ADJACENT PROPERTY USE:
RETAIL

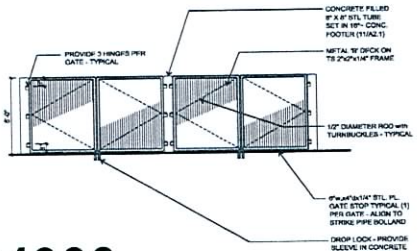
A SITE/ROOF PLAN
A2.1 1/16" = 1'-0"

SITE 09/13/93 22:07

NORTH

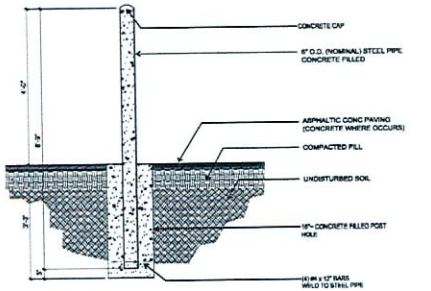


13 PARKING STALL LAYOUT H.C. PARKING
A2.1 SCALE: 1/8"=1'-0"



14 TRASH ENCLOSURE ELEVATION
A2.1 SCALE: 1/4"=1'-0"

SUP-34333
06/11/09 PC



11 PIPE BOLLARD FIXED
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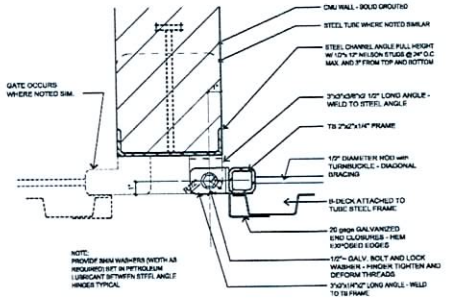

15 GATE HINGE @ CMU ENCLOSURE
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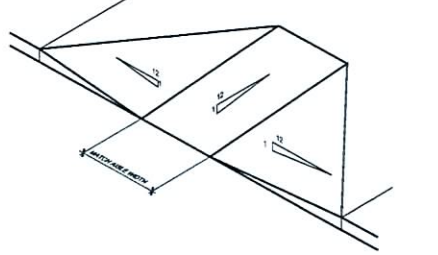

4 HANDICAP RAMP CONCRETE
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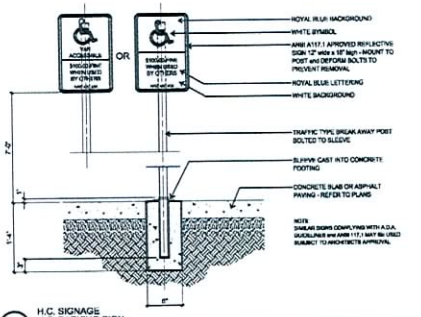

8 H.C. SIGNAGE
H.C. PARKING SIGN
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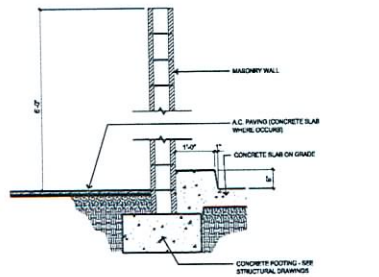

12 WALL SECTION
TILT-UP CONCRETE WALL
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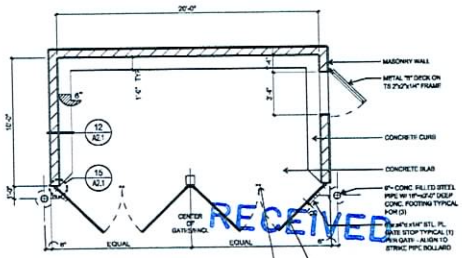

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16 DOUBLE TRASH ENCLOSURE MASONRY
A2.1 SCALE: 1/4"=1'-0"

JMA ARCHITECTS, IN

Architecture
Research and Planning
Interior and Graphic Design
Landscape Architecture

4280 S. Maryland Parkway
Las Vegas, Nevada 89119
(702) 731-2033

Consultants

The Contractor shall ver... verify all dimensions and re... errors and omissions t... office prior to commencin... These drawings are not to be...

Copyright 1997 JMA Architects, II...

Seal

Revisions
No. Date Description

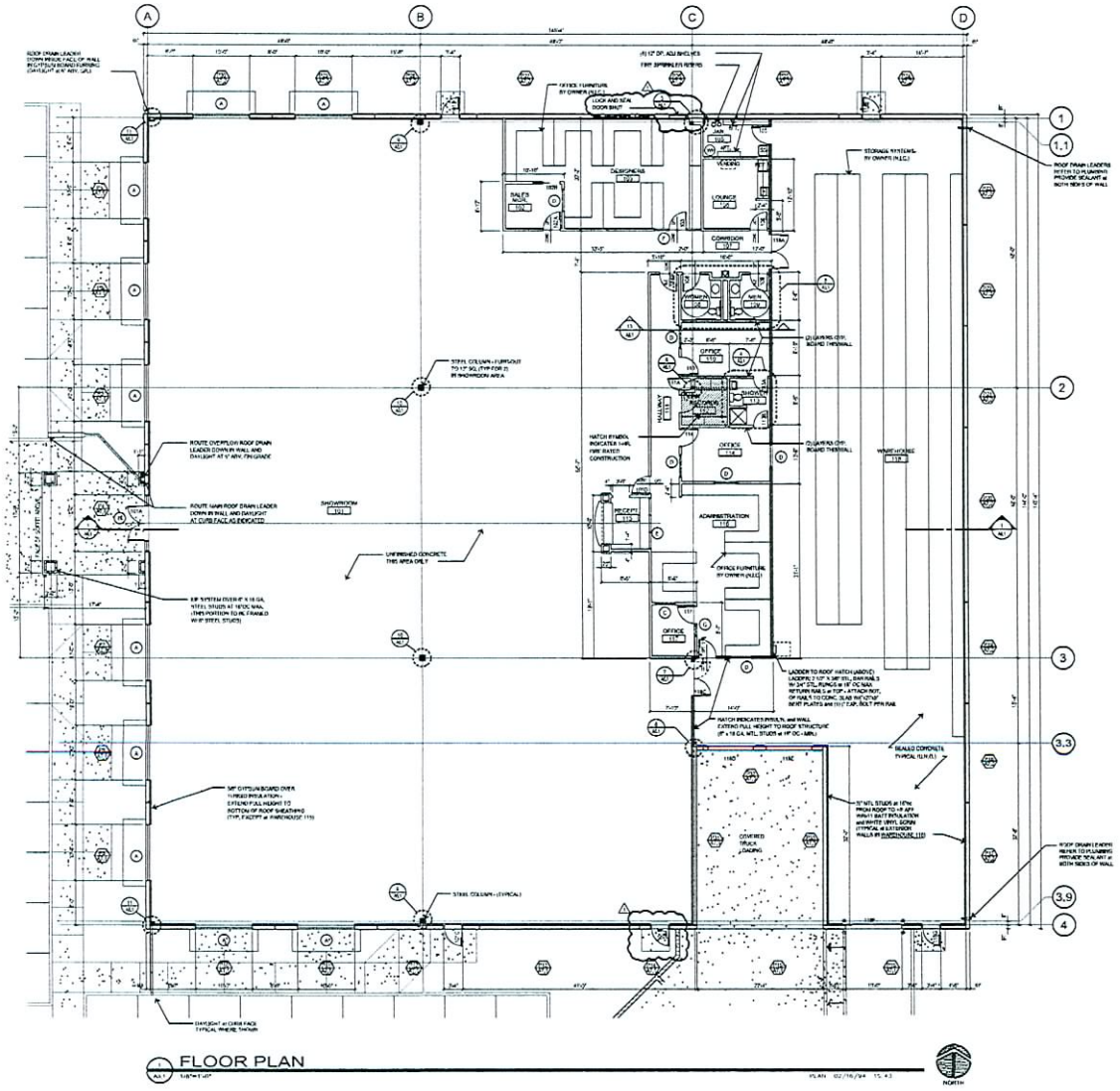
Date 11-1-93
Drawn DT/SAR
Checked SPC
Project No. 93129

Project
ETHAI
ALLEN

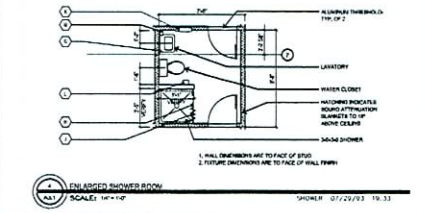
RAINBOW BOULEV
LAS VEGAS, NEVA

Drawing Title
SITE/ ROOF PLAN

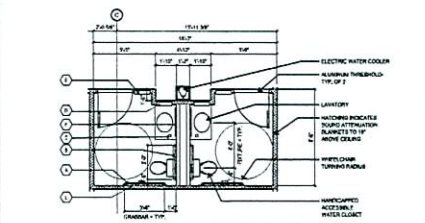
Drawing No.
A2.1



FLOOR PLAN



ENLARGED SHOWER ROOM



ENLARGED TOILET ROOMS

STANDARD TOILET ACCESSORY SCHEDULE

NUMBER	DESCRIPTION	MANUFACTURER	MANUFACTURER NUMBER	FINISH	MOUNTING HEIGHT A.F.F.
A	42" GRAB BAR	BOBRICK	B-6206 x 42	S.S. (SATIN)	36" TO CENTER
B	36" GRAB BAR	BOBRICK	B-6206 x 36	S.S. (SATIN)	36" TO CENTER
C	LAVATORY-MOUNTED SOAP DISPENSER	BOBRICK	B-8226	S.S. (SATIN)	LAVATORY TOP
D	PAPER TOWEL DISPENSER	BOBRICK	B-38203	S.S. (SATIN)	54" TO TOP
E	WASTE RECEPTACLE	BOBRICK	B-52503	S.S. (SATIN)	41"
F	MIRROR	BOBRICK	B-290 3036	S.S. (SATIN)	40" TO BOTTOM
G	MIRROR	BOBRICK	B-290 2436	S.S. (SATIN)	40" TO BOTTOM
H	SHOWER CURTAIN ROD	BOBRICK	B-207	S.S. (SATIN)	AS REQUIRED
I	SHOWER CURTAIN AND HOOKS	BOBRICK	B-204-1, B-204-2	S.S. (SATIN)	AS REQUIRED
J	COMBITUBE PAPER TOWEL DISPENSER AND WASTE RECEPTACLE	BOBRICK	B-38603	S.S. (SATIN)	66" TO BOTTOM
K	TOILET PAPER DISPENSER	BOBRICK	B-6677	S.S. (SATIN)	19" TO CENTER
L	WALL-MOUNTED SOAP DISPENSER	BOBRICK	B-4083	S.S. (SATIN)	ABOVE LAVATORY

NOTES:

PROVIDE BLOCKING FOR ACCESSORY ANCHORAGE AS REQ'D.

BOBRICK MODEL NUMBERS LISTED FOR COLOR, PATTERN AND QUALITY IDENTIFICATION ONLY. CONTRACTOR MAY PROVIDE APPROVED EQUAL OR BETTER SUBSTITUTION.

SHOWER SHALL HAVE TILE FULL HEIGHT. SEE FINISH SCHEDULE, SHT. A9.1

TOP OF HANDICAPPED WATER CLOSET SHALL BE 17" - 19" A.F.F.

TOP OF HANDICAPPED LAVATORY SHALL BE NO HIGHER THAN 34" A.F.F.

SOUND INSULATION NOTES:

THE FOLLOWING ROOMS SHALL RECEIVE SOUND ATTENUATION BATT INSULATION IN ALL PERIMETER WALLS and OVER ENTIRE CEILING. INSULATION ON CEILINGS SHALL BE 4'-0" CLEAR OF ALL RECESSED LIGHT FIXTURES.

ROOM NAME and NUMBER
SALES MANAGER 102
DESIGNERS 103
LOUNGE 106
WOMEN 108
MEN 109
OFFICE 112
SHOWER 113
OFFICE 114
OFFICE 117

JMA ARCHITECTS, INC.

Architecture
Research and Planning
Interior and Graphic Design
Landscape Architecture

4900 S. Maryland Parkway
Las Vegas, Nevada 89119
(702) 731-2030

Consultants

The Contractor shall check and verify all dimensions and report all errors and omissions to this office prior to commencing work. These drawings are not to be scaled.

Copyright 1992 JMA Architects & Engineers ©

Seal

Revisions
No. Date Description
1 3/16/09 CLOUDED

Date 11-1-93
Drawn DT
Checked SPC
Project No. 93129

Project
ETHAN ALLEN
RAINBOW BOULEVARD, LAS VEGAS, NEVADA

Drawing Title
FLOOR PLAN

Drawing No.
A3.1

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SUP-34333
06/11/09 PC



SUP-34333 - APPLICANT: COLLEEN'S CLASSIC CONSIGNMENT - OWNER: ROBERT H. AND SURIVA FISHER TRUST
1540 SOUTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09



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05/07/09



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1540 SOUTH RAINBOW BOULEVARD
JUNE 11, 2009 PLANNING COMMISSION

05/07/09

Colleen's
CLASSIC CONSIGNMENT
—New and Gently Used Furnishings—

April 28, 2009

Colleen Classic Consignment is asking for a special use permit requesting a zoning for a second-hand furniture store on consignment.

I, Colleen Aiken, would like to purchase this building to better serve the community of Las Vegas. Price and quality are two of the main reasons people buy from a consignment store.

By buying furniture at a consignment store is just one of the benefits. With the Las Vegas area changing with people and businesses moving in and moving out of town this is a service that is needed.

The service is also a plus for companies that are relocating or expanding there service. Colleen's Classic Consignment consign variety of furniture and accessories that we receive from model homes, show rooms, the world market on a daily basis, and an endless supply of slightly used furniture from people that live in Las Vegas.

At the moment, I lease my store locations. While this has been convenient in the past, the down side is the constantly increasing rent and CAM charges associated with leasing.

This building will give me the opportunity to have a permanent location in the community. It will also allow me to more consistently budget the year to year expenses of my business. This will enable me to keep with my current strategy of benefiting the community by providing reasonable and economical prices to my customers.

The parking is adequate to suppose our customer base.

With me expanding my business this will allow more job opportunities for the community.

Sincerely,

SUP-34333
06/11/09 PC

RECEIVED
APR 2 8 2009

3071 N. Rainbow Blvd., Suite 100 • Las Vegas, NV 89108 • Phone: 702-247-7602 • Fax: 702-247-7603
1235 W. Warm Springs Road • Henderson, NV 89014

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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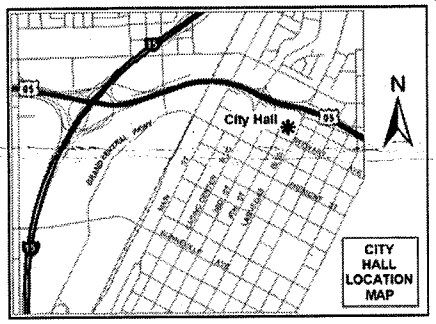

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34333
City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL -1 A 10:41

MONACO TRUST
HOWARD KERRI L TRS
2020 SUMMIT POINTE DR
LAS VEGAS NV 89117-7262

APN#16306812003

EAVDP11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2009 JUL -6 A 8:20

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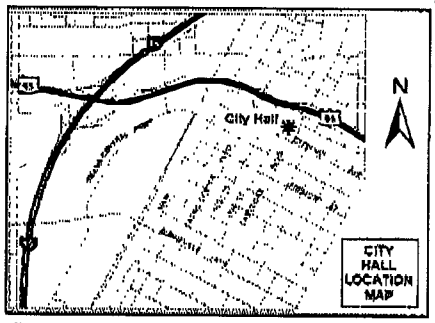

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34333
City Council Meeting of 7/15/2009

SKELTON STEVE J & LENA L
6320 WOODSTOCK CT
LAS VEGAS NV 89118-3438

APN#16305415138

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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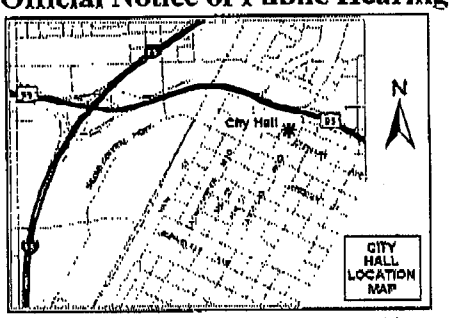

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34333
City Council Meeting of 7/15/2009

SAXTON MICHAEL KEVAN & LINDA D
2700 BIANCA CT
LAS VEGAS NV 89117-3654

APN#16307510045

EAUOP11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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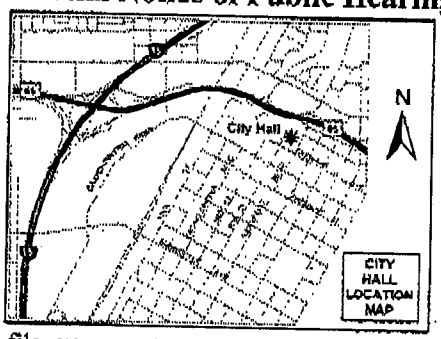

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City Council Meeting of 7/15/2009

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RECEIVED CITY CLERK 2009 JUL -7 P 1:50

CHANG GORDON & CARMEN
1808 SUMMIT POINTE DR
LAS VEGAS NV 89117-7224

APN#16306713037

EAVDP11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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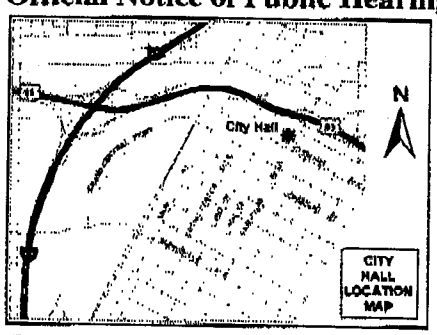

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City Council Meeting of 7/15/2009

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RECEIVED CITY CLERK 2009 JUL -6 A 8:

YONEMURA TOM M & YUKO 1980
YONEMURA TOM M & YUKO TRS
1924 BAY HILL DR
LAS VEGAS NV 89117-5732

APN#16305315042

EAVDP11 89117

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 $ 00.41⁴
0004279218 MAY 29 2009
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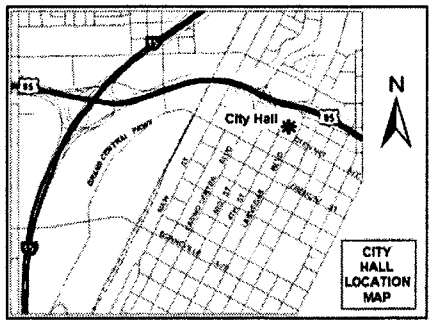

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34333
Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: SUP-34333
16302211080
PHELPS LIVING TRUST 1994
8434 WALERGA RD #611
ANTELOPE CA 95843-5063

95843$5063 R058

Submitted after final agenda
Date 6/8/09 Item 37P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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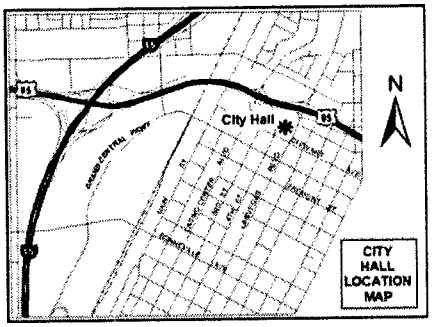

We would like to elevate this area with education or Training service. We don't need pawn shops 2nd hand or Ears There are schools and the youth should be protected if possible —/

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-34333

Planning Commission Meeting of 6/11/2009

Case: SUP-34333
16302211042
FRISCIA RICHARD G
1421 SANTA MARGARITA ST #F
LAS VEGAS NV 89146-0898

CAVDS11 89146

Submitted after final agenda

Date 6/8/09 Item 37P

City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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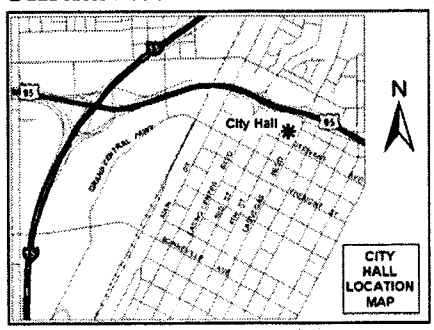

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Case: SUP-34333
16302213051
VITUCCI ANNETTE C REV LIV TR
104-A EAST SUTTON PL
WAUKESHA WI 53188-4045

CA9DE11 53188

Submitted after final agenda

Date 6/8/09 Item 37P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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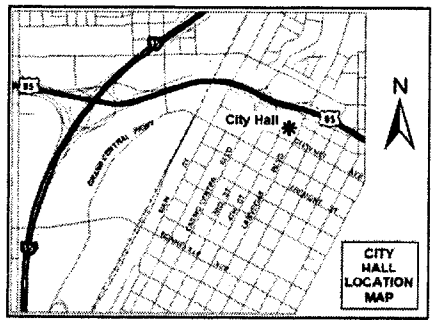

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SUP-34333
Planning Commission Meeting of 6/11/2009

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JUN 08 2009

Case: SUP-34333
16302113026
HAGOPIAN LEO MILLENNIUM LIV TR
1703 ARCTURUS AVE
RACINE WI 53404-2201

CAVOP 11 53404

Submitted after final agenda
Date 6/8/09 Item 37P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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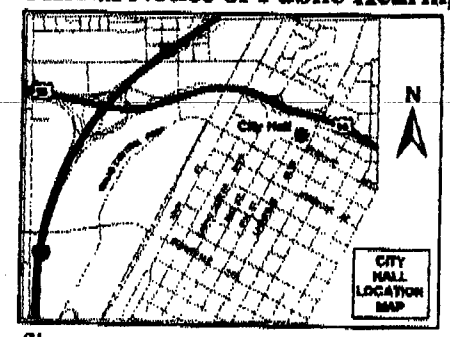

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SUP-34333

Planning Commission Meeting of 6/11/2009

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Case: SUP-34333

16302112004
CUMMINS RICHARD
P O BOX 28235
LAS VEGAS NV 89126-2235

CA-DF11 89126

Submitted after final agenda

Date 6/4/09 Item 37A

0002/0002

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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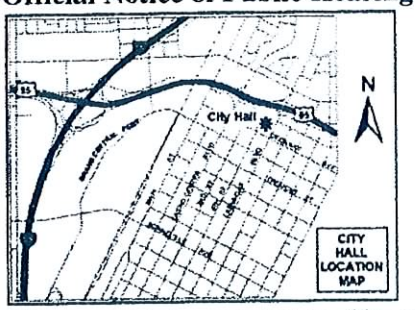

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Case: SUP-34333
16302201002
RYAN BRANDON & CARLY L L C
1570 S RAINBOW BLVD
LAS VEGAS NV 89146-2956

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34333
Planning Commission Meeting of 6/11/2009

CA 89146

06/01/2009 07:20 FAX

37A

0001/0002

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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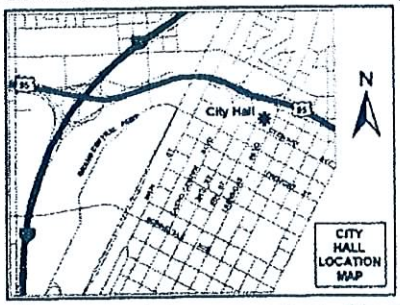

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-34333

Planning Commission Meeting of 6/11/2009

$ 00.41

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Case: SUP-34333
16302201002
RYAN BRANDON & CARLY L L C
1570 S RAINBOW BLVD
LAS VEGAS NV 89146-2956

CAUDS11 89146

06/01/2009 07:20 FAX

37A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAY 29 2009
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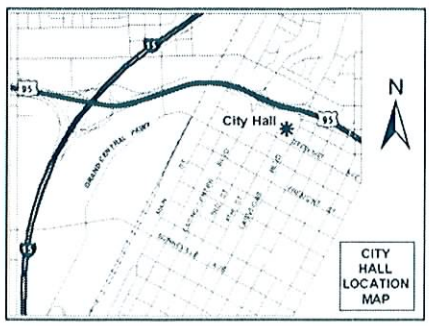

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JUN 03 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34333
Planning Commission Meeting of 6/11/2009

Case: SUP-34333
16302113009
ANDERSON CARL R
6750 DEL REY AVE #207
LAS VEGAS NV 89146-1062

CAVOF11 89146

37A

City of Las Vegas Agenda Item No.: **113.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 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.: **114.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 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.: **115.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 15, 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