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.

September 2, 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 – DOCTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE EMPLOYEE OF THE YEAR
7. RECOGNITION OF THE TEAM OF THE QUARTER
8. RECOGNITION OF THE SUN CITY COMMUNITY EMERGENCY RESPONSE TEAM AS PART OF NATIONAL PREPAREDNESS MONTH
9. RECOGNITION OF LEUKEMIA, LYMPHOMA AND MYELOMA AWARENESS MONTH

BUSINESS ITEMS - MORNING

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

11. Approval of the Final Minutes by reference of the regular City Council meeting of August 5, 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 to pay final costs for the construction of Incremental Natural Gas Facilities per the Incremental Natural Gas Facilities Agreement between City Parkway V, Inc., WMCV Phase 3, LLC, and Southwest Gas Corporation, dated April 2008, for the off-site construction of incremental natural gas facilities to meet peak gas load requirement at build out of Symphony Park located at 100 South Grand Central Parkway (APNs 139-34-211-002 and 139-34-110-002) ($811,310.40 – General Capital Projects) - Ward 5 (Barlow)

13. Approval of an agreement between the City of Las Vegas, the Young Men's Christian Association (YMCA) and Imagine School in the Valle (Imagine) to allow Imagine to operate a charter school at the Durango Hills Community Center (facility), located at 3499 North Durango Drive, for the 2009-2010 school year - Ward 4 (Anthony)

14. Approval of an amendment to the operating agreement between the City of Las Vegas and the Young Men's Christian Association (YMCA) that allows the City to enter into an agreement for additional uses of the Durango Hills Community Center, located at 3499 North Durango Drive - Ward 4 (Anthony)

15. Approval authorizing staff to submit an amended Plan of Development to the Bureau of Land Management for the City's existing Recreation and Public Purpose Lease, N-57555, located in the vicinity of Cheyenne Avenue and Durango Drive, with a physical address of 3499 North Durango Drive (APN 138-08-701-013) - Ward 4 (Anthony)

ADMINISTRATIVE SERVICES - CONSENT

16. Approval of an Interlocal Contract with Clark County for the FY 2010 State Emergency Response Commission (SERC) United We Stand (UWS) grant in the amount of $3,513.56 (Multi-Purpose Special Revenue Fund) - All Wards

FIELD OPERATIONS - CONSENT

17. Approval of a Landlord Consent to Assignment and Assumption between the City of Las Vegas, Clearwire US LLC and Pegasus Tower Company, Ltd., for the assignment of the License Agreement to use the premises located at 4217 Vegas Drive - Ward 5 (Barlow)

18. 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 100 South Rampart Boulevard, known as Angel Park Golf Course (APN 138-29-801-002) - Ward 2 (Wolfson)

19. 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 7351 West Alexander Road, known as Wayne Bunker Family Park (APN 138-10-101-015) - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

21. Approval to allocate $200,000 of Residential Construction Tax (RCT) funding from Neighborhood Parks Improvement Project to provide funding for the Ed Fountain Park parking lot improvements located at Decatur and Washington (Parks and Leisure Activities CPF) - Ward 5 (Barlow)

22. Approval to increase the Capital Improvement Plan for the Conservation Energy Projects by $5,845,921 and Renewable Energy Projects by $4,974,453 due to funding being provided through anticipated installment-purchase agreements - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

23. Approval of a Special Event Alcoholic Beverage License for The Gypsy Den, dba The Gypsy Den, Location: 213 East Colorado Avenue, Dates: September 4, 2009 and October 2, 2009, Type: Special Event General, Event: First Friday, Responsible Person in Charge: Katie Cewe - Ward 3 (Reese)

24. Approval of a Special Event Beer/Wine License for Mexican Patriotic Committee, db at East Fremont Entertainment District, Location: 500 Fremont Street, Dates: September 15 & 16, 2009, Type: Special Event Beer/Wine, Event: Fiestas Patrias 2009, Responsible Person in Charge: Leticia Gardea - Ward 5 (Barlow)

25. Approval of a Special Event Beer/Wine License for Larry's Old Ranch, dba Larry's Hideaway, Location: 3369 Thom Boulevard, Date: September 5, 2009, Type: Special Event Beer/Wine, Event: Labor Day Backyard BBQ, Responsible Person in Charge: Lisa Varion - Ward 6 (Ross)

26. Approval of a Change of Location for a Burglar Alarm Service License, Hometronic, dba Hometronic, From: 2480 North Decatur Boulevard, Suite 180, To: 2470 North Decatur Boulevard, Suite 120, Dean Poser, Dir, Pres, Secy, 50% and David Poser, Dir, Treas, 50% - Ward 5 (Barlow)

27. Approval of a Change of Location for a Psychic Arts and Science License subject to the provisions of the planning and fire codes, Dianh Todorovich, dba Palmist and dba Worton's Palmistry Studios, From: 4644 West Charleston Boulevard, To: 4646 West Charleston Boulevard, Dianh Todorovich, Owner 100% - Ward 1 (Tarkanian)

28. Approval of a Change of Location for a Psychic Arts and Science License subject to the provisions of the planning and fire codes, Nina Demetro, dba Psychic World, From: 1440 East Charleston Boulevard, Suite A, To: 1500 East Sahara Avenue, Suite B, Nina Demetro, Owner, 100% - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

29. Approval of award of Agreement No. 100032-TF, Prime Design Services Agreement for Lorenzi Park Renovation, Phase 2 located at 333 West Washington Avenue - Department of Public Works - Award recommended to: JW ZUNINO & ASSOCIATES ($1,452,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

30. Approval of award of Amendment No. 1 to Agreement No. 080254-DC, Engineering Design Services for Construction Management, Inspections and Material Testing for the Downtown Bus Rapid Transit project located at Casino Center Boulevard and Third Street - Department of Public Works - Award recommended to: VTN NEVADA ($640,304 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

31. Approval of award of Agreement No. 100014-LD, Engineering Services for New City Hall Parking Garage located at 400 and 500 South Main Street - Department of Public Works - Award recommended to: BARKER DROTTAR ASSOCIATES, LLC ($107,800 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

32. Approval of award of Contract No. 090249-TB, Task Order Contract for Consulting Services for Oracle Software - Department of Information Technologies - Award recommended to: CEDARCRESTONE, INC. ($300,000 - Computer Services Internal Service Fund) - All Wards

33. Approval of award of Amendment No. 1 to Agreement No. 080082-DC, Engineering Design Services for Construction Management, Inspections and Material Testing located along Martin Luther King Boulevard from Alta Drive to Carey Avenue - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($599,502.54 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

34. Approval of an Encroachment Request from Aptus Architecture on behalf of Robert Lawson and Robert Adams, owners (northwest corner of Maryland Parkway and Jessica Avenue) - Ward 3 (Reese)

35. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Neon Boneyard Park project located east of Las Vegas Boulevard at McWilliams Avenue ($211,673 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

36. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Arts District Gateway project located at the intersections of Charleston Boulevard and Casino Center Drive and Charleston Boulevard and 4th Street ($2,418 - Nevada Department of Transportation (NDOT)/Municipal Arts Fund) - Ward 3 (Reese)

37. Approval of Interlocal Contract 607 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for the Entity Non-Project Specific Expenses project ($100,000 - RTC) - All Wards

38. Approval of a Settlement Agreement for the Martin Luther King Boulevard Improvements project, located on Martin L. King Boulevard from Alta Drive to Carey Avenue, between the City of Las Vegas and Wells Cargo, Inc., regarding construction issues, disputes and claims, ($795,000 - Regional Transportation Commission [RTC]) - Ward 5 (Barlow)

39. Approval of a list of projects for nomination for Round 11 funding from the special account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - All Wards

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

40. Hearing Review 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, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

41. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4601 Metpark Drive in the amount of $3,528.20 (General Fund) and assess a maximum of $118,550 in daily civil penalties. PROPERTY OWNERS: ATENOGENES & VIRGINIA CHAVEZ - Ward 3 (Reese)

42. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 308 Jackson Avenue in the amount of $7,007.85 (General Fund) and assess a maximum of $114,350 in daily civil penalties. PROPERTY OWNER: MY HOME REAL ESTATE INC – C/O J TUNURI - Ward 5 (Barlow)

43. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 705 West Monroe Avenue in the amount of $2,416 (General Fund) and assess a maximum of $58,050 in daily civil penalties. PROPERTY OWNER: MICHAEL EVANS - Ward 5 (Barlow)

44. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2204 Fair Avenue in the amount of $4,694.35 (General Fund) and assess a maximum of $50,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER – C/O KELLY D SMITH - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

45. ABEYANCE ITEM - Discussion and possible action regarding a Change of Business Name and Change of Ownership for a Tavern Limited License subject to Health Dept. regulations, From: Take 1 Inc., dba Take 1 Inc., John V. Ardito, Dir, Secy, Treas, 95% and Gary Sax, Pres, 5%, To: Rafael Manzanares, dba Gato 1 Nite Club, 707 Fremont Street, Rafael P. Manzanares, Owner, 100% - Ward 5 (Barlow)

46. Discussion and possible action regarding a Sixty Day Review of a Temporary Hypnotherapy License, Janet Linda Lactaoen, dba Janet Linda Lactaoen, 800 North Rainbow Boulevard, Suite 170, Janet L. Lactaoen, Owner, 100% - Ward 1 (Tarkanian)

47. Discussion and possible action regarding an Appeal of Work Card Denial for Deon Brown, db at Shortline Express Market, 6390 North Durango Drive - Ward 6 (Ross)

48. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Work Card Denial for Gregory Floyd, db at Zada's Ice Cream, 2850 East Charleston Boulevard - Ward 3 (Reese)

49. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Work Card Denial for Manuel Porras, db at Pogo's Tavern, 2103 North Decatur Boulevard - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

50. R-68-2009 - Public hearing and possible action regarding a Resolution authorizing an installment purchase agreement amount not to exceed $5,845,921 for the purpose of financing energy conservation projects and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

BOARDS & COMMISSIONS - DISCUSSION

51. ABEYANCE ITEM - CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) – Brian Craig Pearson – Term Expiration 6-2009

52. NEON MUSEUM BOARD OF TRUSTEES – Patrick Duffy, Class III Trustee – Term Expiration 9-15-2009

53. CIVIL SERVICE BOARD OF TRUSTEES – Johan Aliseo – Term Expiration 9-19-2009

54. Discussion and possible action to ratify the appointment of Haywood Carter as the Interim Tenant Commissioner for the Southern Nevada Regional Housing Authority

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

56. Bill No. 2009-34 – Adopts the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

57. Bill No. 2009-35 – Adopts the Economic Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

58. Bill No. 2009-36 – Creates the City of Las Vegas, Nevada Tourism Improvement District for parcels at Fourth Street and Stewart Avenue (area bounded by Stewart Avenue, Casino Center Boulevard, U.S. Highway 95 and Fourth Street). Sponsored by: Mayor Oscar B. Goodman

59. Bill No. 2009-37 – Clarifies and updates the zoning and parking standards relative to retail bakeries. (TXT-34897) Proposed by: M. Margo Wheeler, Director of Planning and Development

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.

60. Bill No. 2009-38 - Ordinance Creating Special Improvement District No. 1514 - Ann Road and Cimarron Road (West of Leggett Road) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

61. 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.

62. EOT-35333 - EXTENSION OF TIME - REZONING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-19647) FROM U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO C-1 (LIMITED COMMERCIAL) ZONE on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), Ward 4 (Anthony). Staff recommends APPROVAL

63. EOT-35276 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Rezoning (ZON-6928) FROM R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APN: 125-26-704-001, 002, 003 and 125-26-707-002 and 005), Ward 6 (Ross). Staff recommends APPROVAL

64. EOT-35275 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Variance (VAR-6930) ALLOW ZERO FEET OF OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL

65. EOT-35274 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) FOR A 50-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003 and 125-26-707-002, and 005), Ward 6 (Ross). Staff recommends APPROVAL

66. EOT-35315 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANTS: NORTHWEST INVESTMENTS LLC, AND WACHOVIA BANK - OWNERS: NORTHWEST INVESTMENTS LLC, AND KAG PROPERTY, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southwest corner of Oso Blanca Road and Hualapai Way alignment (APNs 125-06-401-003,004; 125-06-401-001, 005; and 125-07-101-005), T-D (Traditional Development) Zone, 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.

67. DIR-35636 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request for a six-month extension of the Development Agreement for the College of Southern Nevada on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), Ward 6 (Ross). Staff recommends APPROVAL

68. RQR-34682 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

69. GPA-34610 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), Ward 2 (Wolfson). Staff recommends APPROVAL. The Planning Commission (7-0 vote) recommends DENIAL

70. ZON-34611 - ABEYANCE ITEM - REZONING RELATED TO GPA-34610 - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), Ward 2 (Wolfson). Staff recommends APPROVAL. The Planning Commission (7-0 vote) recommends DENIAL

71. SDR-34612 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-34610 AND ZON-34611 - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR AN EXISTING 321-FOOT RADIO, TV OR MICROWAVE COMMUNICATION TOWER AND THE INSTALLATION OF ONE ANTENNA AT A HEIGHT OF 300 FEET ON AN EXISTING TOWER on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 2 (Wolfson). Staff recommends APPROVAL. The Planning Commission (7-0 vote) recommends DENIAL

72. GPA-33746 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: DANIEL SHANNON - Request to Amend a portion of the Centennial Hills Sector Plan FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend DENIAL

73. ZON-33747 - ABEYANCE ITEM - REZONING RELATED TO GPA-33746 - PUBLIC HEARING - APPLICANT/OWNER: DANIEL SHANNON - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend DENIAL

74. VAR-34008 - ABEYANCE ITEM - 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

75. SUP-34006 - ABEYANCE ITEM - 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

76. SDR-34010 - ABEYANCE ITEM - 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

77. VAR-34662 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: REBECCA CARR - Request for a Variance TO ALLOW AN 11-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED AND A FOUR-FOOT ENCROACHMENT FOR AN ARCHITECTURAL FEATURE (ROOF EAVE) WHERE TWO FEET IS THE MAXIMUM PERMITTED FOR AN EXISTING CARPORT on 0.15 acres at 521 Byrnes Avenue (APN 139-22-410-133), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

78. 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

79. ROC-35306 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: HARMONY 2 LLC - OWNERS: HARMONY 2 LLC AND FARM HUALAPAI LLC - Request for a Review of Condition to change Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) TO ALLOW A SIDE YARD SETBACK OF THREE FEET WHERE 5 FEET IS THE MINIMUM REQUIRED FOR ALL LOTS OF A 70-LOT RESIDENTIAL SUBDIVISION WITH THE EXCEPTION OF 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, AND 60 on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way (APNs 126-13-612-001 through 068), R-PD7 (Residential Planned Development- 7 Units per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL

SET DATE

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

CITIZENS PARTICIPATION

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

COUNCIL MEMBER RECOGNITION

82. 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

****

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: SEPTEMBER 2, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

SUBJECT:
INVOCATION – DOCTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE YEAR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SUN CITY COMMUNITY EMERGENCY RESPONSE TEAM AS PART OF NATIONAL PREPAREDNESS MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF LEUKEMIA, LYMPHOMA AND MYELOMA AWARENESS MONTH

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 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: SEPTEMBER 2, 2009

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of August 5, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
ADMINISTRATIVE:

Approval to pay final costs for the construction of Incremental Natural Gas Facilities per the Incremental Natural Gas Facilities Agreement between City Parkway V, Inc., WMCV Phase 3, LLC, and Southwest Gas Corporation, dated April 2008, for the off-site construction of incremental natural gas facilities to meet peak gas load requirement at build out of Symphony Park located at 100 South Grand Central Parkway (APNs 139-34-211-002 and 139-34-110-002) ($811,310.40 – General Capital Projects) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $811,310.40
Funding Source: General Capital Projects
Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:
On May 7, 2008, City Council approved the execution of an Incremental Natural Gas Facilities Agreement to provide off-site improvements to meet the natural gas needs of Symphony Park and World Market Center. The original estimate for the work and material was $3 million, with a margin of error of plus or minus 25 percent. Bids came in at $5.4 million. Final costs came in at $6,183,931.21, due to encountering contaminated soils along Main Street. Per Article II of the agreement, World Market Center is paying two-thirds of the cost and City Parkway V, Inc. is paying the remaining one third. City Parkway V, Inc.'s one-third portion of the final costs is $811,310.40

RECOMMENDATION:
Approval and authorization of City Parkway V, Inc., to pay final costs for the construction of Incremental Natural Gas Facilities per the Incremental Natural Gas Facilities Agreement.

BACKUP DOCUMENTATION:
1. Incremental Natural Gas Facilities Agreement
2. Southwest Gas Final As-Built Cost

SOUTHWEST GAS CORPORATION
INCREMENTAL NATURAL GAS FACILITIES AGREEMENT

This AGREEMENT made and entered into as of the 30th day of April 2008, by and between SOUTHWEST GAS CORPORATION, a California corporation (herein "Utility"); WMCV PHASE 3, LLC., a Nevada limited liability company (herein "WMCV"); and City Parkway V, Inc., a Nevada Corporation (herein "City Parkway") (referred to each as a "Party" and collectively the "Parties").

RECITALS

WMCV desires to construct and operate an exhibit center in the city of Las Vegas, Clark County, Nevada.

City Parkway desires to construct a mixed use development, to include office, residential, retail uses, and a resort hotel and casino in the city of Las Vegas, Clark County, Nevada (herein "Union Park").

WMCV and Union Park are located in close proximity to each other and as a result have both agreed to share in the costs of constructing the incremental natural gas facilities described herein and that are necessary to serve their respective projects.

Utility provides natural gas sales distribution and transportation service as a public utility in the states of Nevada, Arizona, and California. Utility's retail certificated service territory encompasses an extensive portion of the state of Nevada, including Clark County and the city of Las Vegas.

WMCV and City Parkway have requested natural gas service to their respective projects. In order for Utility to supply the natural gas required for each of their planned projects, it is necessary for Utility to construct certain incremental natural gas facilities including, without limitation, gauges, pipelines, fittings and regulators, and all other equipment and apparatus which the Utility may elect to install, the location and the facilities are more fully described in the attached Exhibit "A" (herein the "Incremental Natural Gas Facilities").

THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, the Parties agree as follows:

ARTICLE I – NATURE OF SERVICE

Construction of the Incremental Natural Gas Facilities shall be sufficient to meet WMCV's Peak Load Requirement of 56 MCFH at 5 PSIG at 495 S. Grand Central Parkway, Las Vegas, Nevada.

Construction of the Incremental Natural Gas Facilities shall be sufficient to meet City Parkway's Peak Load Requirement of 294 MCFH at 5 PSIG at Union Park, consisting of approximately 61-acres located north of Bonneville Avenue, south and east of Grand Central Parkway, and west of the railroad tracks operated by the Union Pacific Railroad in the city of Las Vegas, Clark County, Nevada.

ARTICLE II - APPLICABLE RATES AND CONTRIBUTIONS

This Agreement shall be subject to the provisions of Utility's Nevada Gas Tariff and the Rules and Regulations applicable thereto on file with the Public Utilities Commission of Nevada, as may be amended or superseded from time to time, which by this reference are incorporated herein and made a part hereof.

Construction of the Incremental Natural Gas Facilities, which will be competitively bid by Utility, will allow Utility to provide WMCV and City Parkway with natural gas sales or transportation service under a separate service agreement to be executed by the applicable Parties, and in accordance with Utility's applicable commission approved Nevada Gas Tariff rate schedule, along with all other applicable rules, terms and conditions of the Nevada Gas Tariff, as may be amended or superseded from time to time.

As a condition precedent to commencement of this Agreement and before any obligation by Utility to perform, WMCV and City Parkway agree to pay Utility a contribution in aid of construction ("CIAC") equal to the full cost of the Incremental Natural Gas Facilities, plus any applicable Federal Income Tax in accordance with NAC 704.6532 and Article V.A (Payment) of this Agreement. Based upon the Utility's estimated construction costs, the CIAC shall be Three Million Seven Hundred Fifty Thousand and 00/100 U.S. Dollars ($3,750,000.00), which is not inclusive of any estimated Federal Income Tax. The Parties have agreed that WMCV will be responsible for two-thirds of the total CIAC and City Parkway will be responsible for one-third of the total CIAC. Table 1 illustrates the agreed upon pro rata share of the CIAC owed by WMCV and City Parkway to Utility.

Table 1 – Breakdown of Pro Rata Share of CIAC

	Estimated Costs
WMCV Portion of CIAC	$ 2,500,000
City Parkway Portion of CIAC	$ 1,250,000
Total Estimated Project Cost	**$ 3,750,000**

Once the Incremental Natural Gas Facilities have been installed and are operational (the "Completion Date"), the Utility will compare the actual construction costs incurred to construct the Incremental Natural Gas Facilities, inclusive of any applicable Federal Income Tax in accordance with NAC 704.6532, less any applicable allowance due to WMCV or City Parkway (collectively the "Final Costs") to the CIAC paid by WMCV and City Parkway. If the CIAC paid by WMCV and City Parkway is less than the Final Costs, WMCV and City Parkway hereby agree to pay to Utility the difference of the CIAC and the Final Costs within thirty days of presentment of an invoice by Utility. If the final CIAC is greater than the Final Costs, Utility will refund the difference to WMCV and City Parkway. Any payment of additional CIAC or refund of excess CIAC shall be in the same pro rata share illustrated in Table 1. Notwithstanding the payment of any amounts by WMCV and City Parkway, the Incremental Natural Gas Facilities will be owned and operated by the Utility.

ARTICLE III - TERM OF AGREEMENT

Once signed by the Parties, this Agreement shall become effective on the date first noted above and shall continue in effect until such time as all the obligations of the Parties have been satisfied.

ARTICLE IV - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, by mail or facsimile with all postage and charges prepaid, to either WMCV, City Parkway, or the Utility at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Unless changed, the addresses of the Parties are as follows:

SOUTHWEST GAS CORPORATION
Attn: Key Account Management
P.O. Box 98510, LVB-106
Las Vegas, NV 89193-8510
Phone No. 702-364-3063
Fax No. 702-365-5904

WMCV PHASE 3, LLC.
Attn: Robert Holgate
495 S. Grand Central Parkway
Las Vegas, NV 89106
Phone No. 702-380-0919 ext. 108
Fax No. 702-380-0917

CITY PARKWAY V, Inc.
Attn: Douglas A. Selby, President
400 Stewart Ave.
Las Vegas, NV 89101
Phone No. 702-229-6501
Fax No. 702-388-1807

Either Party may change its address at any time upon written notice to the other.

ARTICLE V - OTHER OPERATING PROVISIONS

A. PAYMENT

As a condition precedent to the commencement of this Agreement and before any obligation by Utility to perform, WMCV and City Parkway shall tender payment of the CIAC to Utility. Payment by WMCV and City Parkway shall be made within ten calendar days from the effective date of this Agreement.

1. Payment by City Parkway: City Parkway shall tender payment of its share of the CIAC to Utility by check, made payable to Southwest Gas Corporation at the address noted in Article IV.

2. Payment by WMCV: Concurrent with the execution of this Agreement WMCV and Utility shall enter into a disbursement agreement in substantially the same form attached hereto as Exhibit "B". Promptly after execution of this Agreement and the disbursement agreement by Utility and WMCV, a counterpart of the disbursement agreement shall be delivered to Hypo Real Estate Capital Corporation. The disbursement agreement shall serve as process and schedule by which payments of the CIAC by WMCV to Utility shall be made. Following execution of the disbursement agreement, WMCV shall provide documentation of the CIAC funds that are in place and that are ready to be disbursed by Hypo Real Estate Capital Corporation for payment to Utility by WMCV for each benchmark identified in the disbursement agreement. WMCV shall be solely responsible for any and all fees associated with this Agreement and the disbursement agreement.

B. COMPLETION OF FACILITIES

Utility shall install, own, operate, and maintain all Incremental Natural Gas Facilities required to provide gas service to the locations described in Article I. WMCV and City Parkway, at their sole expense, shall also provide all necessary easements and/or rights of way which are adequate, in the reasonable opinion of Utility, for the location, installation, operation, maintenance and removal of the Incremental Natural Gas Facilities, including any easements and/or rights of way necessary to reach WMCV's and City Parkway's respective properties. For such easements or rights of way, WMCV and City Parkway shall name Utility as grantee. When required, Utility will submit the appropriate easement and/or right of way forms to WMCV and City Parkway for signature.

WMCV and City Parkway hereby grant Utility such rights of ingress and egress as may be necessary or convenient to enable the Utility to install, operate, inspect, maintain, repair and remove meters, gauges, pipelines, fittings and regulators, and all other equipment and apparatus which the Utility may elect to install as described in Exhibit A, or to complete a survey of the number and type of natural gas equipment installed by WMCV and City Parkway's developers. WMCV and City Parkway also hereby agree that no permanent obstructions will be placed over Utility's pipeline facilities and further agree to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Utility's pipeline facilities.

Utility makes no representations, warranties, or promises, either express or implied, with respect to any Completion Date for the Incremental Natural Gas Facilities. However, Utility will use all commercially reasonable efforts to complete the Incremental Natural Gas Facilities by the requested in-service date of November 1, 2008.

C. LIMIT OF LIABILITY

Neither Utility, nor its affiliates, subcontractors, agents and/or employees shall be liable for, but not limited to, any special, incidental, indirect, exemplary, consequential or other damages, including, without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or delivery obligations as a result of any delay in completing construction of the Incremental Natural Gas Facilities by the requested in-service date, even if Utility has been advised of the possibility of such damages.

D. CONFIDENTIALITY

Neither Utility, WMCV, or City Parkway, nor their respective affiliates, directors, officers, employees, agents or permitted assignees shall disclose to any third party the terms and provisions of this Agreement without the other Party's prior written consent, except as required by law, including Nevada Revised Statute 241, or by the Public Utilities Commission of Nevada, provided the disclosing Party gives immediate notice of such a requirement to the non-disclosing Party and cooperates in asserting any exclusions or privileges that may be available by law or in seeking a protective order with respect to such required disclosures. As a public body, City Parkway is subject to open meeting law provisions of Nevada Revised Statute 241.

E. RECOVERY OF COSTS

WMCV and City Parkway acknowledge that Utility will incur certain costs and expenses in furtherance of construction of the Incremental Natural Gas Facilities including, without limitation, such

items as required permits, engineering design, surveying, and materials procurement. In the event WMCV or City Parkway, or either of them, does not proceed with or complete its planned operations, for whatever reason(s), then Utility shall retain from the CIAC all costs and expenses incurred by Utility in furtherance of construction of the Incremental Natural Gas Facilities. Utility shall retain from the CIAC said amount in the same pro rata share identified in Table 1. In addition, in the event WMCV or City Parkway, does not proceed with or complete its planned operations, but one of the Parties does proceed with its planned operations, then the Party who intends to proceed shall be solely responsible for the remaining cost to proceed with the construction of the Incremental Natural Gas Facilities.

If Utility terminates this Agreement for any material reason permitted by this Agreement or Utility's tariffs, prior to completion of the Incremental Natural Gas Facilities, Utility shall determine the total costs owed by WMCV and City Parkway, respectively, for any costs incurred by Utility in furtherance of the construction of the Incremental Natural Gas Facilities. Utility shall retain from the CIAC said amount in the same pro rata share identified in Table 1.

F. CONSTRUCTION OF ADDITIONAL FACILITIES

This Agreement is not inclusive of any on-site improvements or construction of natural gas facilities that may be required by WMCV or City Parkway in order for them to receive natural gas service. This Agreement only pertains to the Incremental Natural Gas Facilities identified in Exhibit A. Receipt of service of natural gas from Utility will require WMCV and City Parkway to construct additional on-site natural gas facilities and the construction of these additional facilities shall be made in accordance with Rule 10 of Utility's Nevada Gas Tariff.

If WMCV or City Parkway requires an hourly flow rate higher than what is specified in Article I, for the peak load requirements, Utility will need to construct additional facilities. Extension and construction of these additional facilities will be made in accordance with Rule 9 of Utility's Nevada Gas Tariff in effect at the time of the requested increase in hourly flow rates. If necessary, WMCV and City Parkway will be responsible for requesting and paying for the additional capacity requirements from Utility.

ARTICLE VI- PRIOR AGREEMENTS

When this Agreement takes effect, it supersedes, cancels, and terminates the following agreement(s):

- None -

ARTICLE VII - REGULATORY REQUIREMENTS

This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of Nevada as it may from time to time direct in the exercise of its jurisdiction.

Should the Public Utilities Commission of Nevada or any other regulatory or successor governmental agency having jurisdiction over any Party impose by statute, rule, order, or regulation any terms or conditions upon this Agreement that are not satisfactory to Utility, then Utility, upon issuance of

such statute, rule, order, or regulation, and at least thirty days written notification to Customer(s), or sooner, if so required, may terminate this Agreement without further obligation or consequence.

ARTICLE VIII - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment or transfer by any Party hereunder shall be made without written approval of the other Parties. Such approval shall not be unreasonably withheld. As between the Parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated.

ARTICLE IX - RULES

The standard rules of the Utility as authorized by and on file with the Public Utilities Commission of Nevada in the Utility's Nevada Gas Tariff shall apply to the transaction to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

ARTICLE X – RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to create any partnership, joint venture, employment relationship, franchise, or agency as between the Parties. The relationship of the Parties hereunder shall be that of independent parties. No Party is intended to have, nor shall any represent to any other person that it has any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly required or authorized by this Agreement, or as otherwise permitted in writing.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to the Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third person the right of subrogation or action over any Party to the Agreement.

ARTICLE XI - MODIFICATIONS

Modifications or changes to this Agreement must be in writing and signed by the Parties.

ARTICLE XII - SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be effective and valid under applicable law. If any provision of this Agreement shall be deemed to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity. Such probation or invalidity shall not invalidate the remainder of the provision or the other provisions of this Agreement.

ARTICLE XIII – CUMULATIVE RIGHTS; NO WAIVER OF RIGHTS

Each and every right granted to a Party or allowed by law or equity shall be cumulative and not exclusive. No failure to exercise, or a delay in exercising any right, will operate as a waiver thereof, nor will any single or partial excuse of any right by a Party preclude any other or future exercise thereof or

the exercise of any other right.

ARTICLE XIV – GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Nevada, without consideration of its choice of law provisions.

ARTICLE XV – ENTIRE AGREEMENT

This Agreement, inclusive of Exhibits "A" and "B," constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior agreements and understandings, oral or written, between the Parties regarding the subject matter. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SOUTHWEST GAS CORPORATION
"Utility"

By: William N. Moody
William N. Moody
Title: Vice President Gas Resources

Date: 7/17/08

WMCV PHASE 3, LLC
"Party"

By:
Title: Managing Partner

Date: 7/10/08

CITY PARKWAY V, INC.
"Party"

By: Douglas A. Selby
Douglas A. Selby
Title: City Parkway V, Inc., President

Date:

Approved as to form
John S. Ridilla 4/29/08
John S. Ridilla Date
Deputy City Attorney

EXHIBIT A
21156

DESCRIPTION OF INCREMENTAL NATURAL GAS FACILITIES
12" STEEL PROJECT FROM INDUSTRIAL AND NORTHBRIDGE
TO BONNEVILLE AND GRAND CENTRAL PARKWAY

Specifically, to serve the peak load requirements of WMCV and Union Park as detailed in Article I, the Utility shall: construct a new high-pressure steel pipeline approximately 11,000 feet in length, originating from Utility's existing facilities located in Industrial Road at Northbridge Street and continuing to Main Street at Bonneville Avenue; construct approximately 2,200 feet of high-pressure steel pipeline from Main Street at Bonneville Avenue, boring under the railroad tracks at Clark Street, and interconnecting with the Utility's existing facilities located in Bonneville Avenue, just east of Grand Central Parkway. Collectively, these are the Incremental Natural Gas Facilities that are the subject of this Agreement.

EXHIBIT B
21156

DISBURSEMENT AGREEMENT

This Disbursement Agreement, made as of the 30th day of April, 2008, by and among Southwest Gas Corporation, a California corporation ("Southwest") and WMCV Phase 3, LLC, a Nevada limited liability company ("WMCV").

WITNESSETH

WHEREAS, WMCV and Southwest are principals to an Incremental Natural Gas Facilities Agreement dated April 30, 2008 ("the Agreement") wherein WMCV has agreed to pay a pro rata share of the construction of certain incremental natural gas facilities and Southwest has agreed to construct certain incremental natural gas facilities.

WHEREAS, WMCV hereby represents that it has funds in the amount of $2.5 million on account with Hypo Real Estate Capital Corporation ("Dispersing Agent") for the purpose of paying its pro rata share of the contribution in aid of construction for the incremental natural gas facilities ("CIAC Funds").

WHEREAS, WMCV has agreed to release the CIAC Funds to Southwest upon the completion of certain benchmarks, which include the following:

- Benchmark 1 ($585,000): Within ten (10) calendar days following the execution of this Disbursement Agreement
- Benchmark 2 ($478,983): Percentage of work complete - 25%.
- Benchmark 3 ($478,983): Percentage of work complete - 50%.
- Benchmark 4 ($478,983): Percentage of work complete - 75%.
- Benchmark 5 ($478,051): Completion of project.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the undersigned parties, the parties hereto agree as follows:

1) WMCV and Southwest hereby appoint Dispersing Agent as its agent to hold and release WMCV's CIAC Funds, in accordance with the terms and conditions set forth herein, and Dispersing Agent hereby accepts such appointment.

2) Release of Funds:

(a) The Dispersing Agent shall hold the CIAC Funds as set forth above and shall disburse said funds to Southwest, within ten business day of receipt of an executed Certification (the "Certification") for each of the benchmarks listed above and executed by Southwest in the form attached hereto as Exhibit "A". Disbursement of the CIAC Funds shall be made by wire transfer to Southwest Gas Corporation and referencing "World Market Center CIAC." Promptly after such disbursement, Dispersing Agent shall forward the original Certification to WMCV.

Bank of America Nevada
Las Vegas, Nevada
ABA # 0260-0959-3
Southwest Gas Corporation
Account # 004961828372
Name of Sending Company

(b) WMCV and Southwest hereby acknowledges and agrees that Dispersing Agent shall make the foregoing disbursement without further notice to, or authorization from WMCV, and regardless of any contrary or inconsistent notice, demand or instruction given at any time by or on behalf of WMCV. Further, Dispersing Agent shall have no right, and shall be under no duty, to question the disbursement of funds nor the application of the funds upon release from Dispersing Agent, so long as it is in receipt of the executed Certification.

3) Upon release of the CIAC Funds in accordance with Section 2(a) of this Disbursement Agreement, the respective rights and obligations of the parties pursuant to this Disbursement Agreement shall immediately and automatically terminate with respect to the Benchmark amounts released.

4) It is agreed that the duties and obligations of the Dispersing Agent are those specifically set forth herein. Dispersing Agent shall not have any duty under, or duty to inquire into, the terms and provisions of any agreement other than this Disbursement Agreement. Southwest and WMCV acknowledges that the Dispersing Agent shall not incur any liability whatsoever, except for Dispersing Agent's own gross negligence or willful misconduct

5) WMCV and Southwest agrees to and do hereby indemnify and hold Dispersing Agent harmless from and against any and all losses, liabilities, damages, claims, actions, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements), which may be imposed upon, or incurred by reason of its acting as the Dispersing Agent in accordance with the terms of this agreement, unless the gross negligence or willful misconduct of the Dispersing Agent causes such losses, liabilities, damages, claims, actions, costs, and expenses.

6) Any notice provided for under this agreement shall be in writing, addressed to the parties to be notified at the address set forth below, and sent by (a) first class U.S. certified or registered mail, postage prepaid and with return receipt requested, (b) Hand Delivery (c) Overnight Courier, or (d) Facsimile with a copy sent on the same day by overnight courier. Any notice sent in compliance with the provisions hereof shall be deemed given and received upon receipt or upon failure of the addressee to accept delivery. From time to time, either party may designate another address or addresses for all purposes of this agreement by notice given to all other parties in accordance with the provision hereof. For purposes of this paragraph, the addresses of the parties shall be as follows:

SOUTHWEST GAS CORPORATION
Attn: Key Account Management
P.O. Box 98510, LVB-106
Las Vegas, NV 89193-8510
Phone No. 702-364-3063
Fax No. 702-365-5904

WMCV PHASE 3, LLC.
Attn: Robert Holgate
495 S. Grand Central Parkway
Las Vegas, NV 89106
Phone No. 702-380-0919 ext. 108
Fax No. 702-380-0917

HYPO REAL ESTATE CAPITAL CORPORATION
Attn:

Phone No.
Fax No.

7) This agreement contains the entire agreement of the parties hereto with respect to the matter set forth herein, and no amendment, modification or waiver of any of the provisions hereof shall be valid, unless in writing and signed by the party against whom such amendment or modification is sought to be enforced (or in the case of a waiver by the party waiving one or more to its rights hereunder).

8) This agreement shall be governed by, and construed in accordance with the laws of the state of Nevada.

9) This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10) This Disbursement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but collectively all of such counterparts shall constitute one and the same agreement.

SIGNATURE PAGE TO FOLLOW

IT WITNESS HEREOF, this agreement has been duly executed as of the day and year first above written.

SOUTHWEST GAS CORPORATION
"Southwest"

By: _____
William N. Moody

Title: Vice President Gas Resources

Date: _____

WMCV PHASE 3, LLC
"WMCV"

By: _____

Title: _____

Date: _____

HYPO REAL ESTATE CAPITAL CORPORATION
"Dispersing Agent"

By: _____

Title: _____

Date: _____

EXHIBIT A
to
DISBURSEMENT AGREEMENT

CERTIFICATION

The undersigned hereby certifies, under penalty of perjury, to WMCV Phase 3, LLC, a Nevada limited liability company ("WMCV"), that Benchmark No. _____ has been completed in accordance with the Incremental Natural Gas Facilities Agreement dated April 30, 2008.

IN WITNESS WHEREOF, the undersigned has executed this CERTIFICATION, as of _____, 2008.

Southwest Gas Corporation

By:_____
Print Name:
Title:

SOUTHWEST GAS

Final As- Built Cost
Union Park / World Market Center

12-inch High Pressure Approach (Initial Estimate):

- Initial high level estimate performed to serve both Union Park and World Market Center in early 2007 ($3M +/- 25%). Agreement #21156 drafted in late 2007 utilized the +25% as an estimate to streamline agreement.

City Parkway V (294 MCFH)	= $1.25 M - (1/3 Cost)
World Market Center (56 MCFH)	= $2.5 M - (2/3 Cost)
Initial Estimate (300 MCFH)	**= $3.75 M**

12-inch High Pressure Approach (Project Bid):

- New estimate was provided based on project bids. Southwest Gas rejected all bids due to much higher than anticipated costs and later negotiated with Northern Pipeline (NPL) under the master pipeline contract. Cost was re-calculated to $5.4M, although the CLV opted to handle in the true-up provision of the agreement (Article II).

City Parkway V (CLV)	= $1.8 M - (1/3 Cost)
World Market Center	= $3.6 M - (2/3 Cost)
New Estimate	**= $5.4 M**

12-inch High Pressure Approach (Final Cost):

- Final As-Built Cost including engineering & design, materials, contractor labor, Southwest Gas labor, pavement, environmental, environmental mitigation and miscellaneous expenses.

City Parkway V (CLV)	= $2,061,310.40 (1/3 Cost)
World Market Center	= $4,122,620.81 (2/3 Cost)
Final Cost	**= $6,183,931.21**

Money Received by Southwest Gas:
Received via check no. 120103779 (dated 7/24/08) = $1,250,000

Remaining Balance: $2,061,310.40 - $1,250,000 = - $811,310.40

Southwest Gas Corporation
Downtown HP Approach Main
Cost Summary

WR#'s 722929
852868
852871

Area	Cost	Estimate	Increase	Variance %
Engineering	$104,199.00	$103,575.00	$624.00	0.60%
Materials	$838,080.89	$698,602.08	$139,478.81	16.64%
Contractor Labor	$3,376,157.52	$3,315,000.00	$61,157.52	1.81%
SWG Company Labor	$580,175.94	$398,235.16	$181,940.78	31.36%
Miscellaneous Expenses	$123,979.00	$164,454.31	-$40,475.31	-32.65%
Asphalt	$856,283.96	$725,000.00	$131,283.96	15.33%
Environmental	$305,054.90	$0.00	$305,054.90	100.00%
Total Cost	**$6,183,931.21**	**$5,404,866.55**	**$779,064.66**	**12.60%**

Payments	Amount
CLV	-$1,250,000.00
WMC	-$3,600,000.00

Balance Due		
CLV	33%	$811,310.40
WMC	66%	$522,620.81

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of an agreement between the City of Las Vegas, the Young Men's Christian Association (YMCA) and Imagine School in the Valle (Imagine) to allow Imagine to operate a charter school at the Durango Hills Community Center (facility), located at 3499 North Durango Drive, for the 2009-2010 school year - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
In May 2009, the City of Las Vegas requested permission from the Bureau of Land Management (BLM) to allow for Imagine to maintain operations at the facility for a period not to exceed two school years beginning in the fall of 2009. The City Manager is requesting approval from the City Council to execute an agreement between the YMCA and Imagine. The agreement will include a payment to the City in the amount of $11,500 to be used for capital repairs to the facility and to the YMCA in the amount of $11,500 to be used for operating expenses by the YMCA at the facility. The agreement will be for the 2009-2010 school year and will include no options for renewal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Agreement between the City of Las Vegas, YMCA and Imagine

TEMPORARY NON-EXCLUSIVE PROPERTY LICENSE AGREEMENT AMONG THE CITY OF LAS VEGAS, THE YMCA AND IMAGINE SCHOOL IN THE VALLE

This Temporary Non-Exclusive Property License Agreement among the City Of Las Vegas, the YMCA And Imagine School In The Valle (hereinafter "License") is made this _____ day of _____, 2008, by and among the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter the "City") and Young Men's Christian Association, a Nevada nonprofit corporation (hereinafter "YMCA") and Imagine School in the Valle, a State of Nevada Charter School ("Imagine in the Valle"). The City, YMCA and Imagine in the Valle may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City leases real property and has constructed improvements on approximately 15.6 acres of land currently held under a Recreation and Public Purpose Lease from the United States Bureau of Land Management ("BLM") (BLM Lease Number N-57555). These improvements are located at 3531 North Rampart Drive, and are commonly known and referred to as the Durango Hills Community Center ("DHCC"). Among other things, the improvements at DHCC include multi-purpose classrooms, dedicated exercise, dance, aerobics and martial-art rooms, a game room, classrooms, a kitchen, a cafeteria, a large outdoor aquatic center and a 21,000 square foot gymnasium encompassing approximately 45,000 square feet of space.

WHEREAS, the YMCA operates the DHCC on the City's behalf pursuant to that certain YMCA of Southern Nevada Operating Agreement and subsequent amendments thereto ("Operating Agreement"). The Operating Agreement, together with all amendments, is attached hereto as Exhibit 1. The Operating Agreement mandates that the YMCA manage, operate and maintain the DHCC and provide recreational opportunities to all ages of people that reside in the northwest portion of the City. Among other opportunities, the YMCA provides the following recreational programs at the DHCC: Aerobics, Yoga, Spin, Tai Chi, Pilates, Strength Training, Fencing Instruction, Martial Arts Instruction, Dance Instruction, Gymnastics, Basketball, Children's Soccer and Tee-Ball Instruction, a Basketball League and Personal Training. The YMCA also manages and maintains an aquatic center that includes a 5,512 square foot lap pool, a large plunge pool with a waterslide, and a 4,700 square foot play pool and play apparatus for children.

WHEREAS, Imagine in the Valle is a registered State of Nevada Charter School, that by law, cannot operate for profit. Imagine, Inc., the Education Management Operator for Imagine in the Valle, purchased a five acre parcel of land approximately one mile from the DHCC for construction of a school facility, but due to the current economic downturn, has found itself unable to secure the necessary financing to design and construct a school facility on its property.

WHEREAS, From September 4 through October 19, 2006, Imagine, Inc. encountered construction delays at a school Imagine, Inc. was constructing in the City of North Las Vegas, and the YMCA worked to provide space at its Bill and Lillie Heinrich YMCA facility during the construction delay. Because of that pre-existing relationship, Imagine, Inc. approached the YMCA and the City to find out if the City and YMCA would be willing to provide temporary

space to Imagine in the Valle for the 2008-2009 school year because of its inability to secure affordable financing for construction of their school facility.

WHEREAS, during the 2008-2009 school year, YMCA permitted the use of a defined portion of the DHCC for educational and recreational purposes by Imagine in the Valle at a cost of $22,500.00 per month. Pursuant to the Operating Agreement, this user fee was paid to the YMCA and the City, and it was placed in a joint City/YMCA bank account for use by the YMCA to offset day-to-day costs at DHCC, and to provide recreational opportunities at DHCC to the residents of the City of Las Vegas.

WHEREAS, Imagine in the Valle made the same request of the YMCA and the City for the nine- month 2009-2010 school year, but as a part of the request, Imagine in the Valle indicated that will not request any additional use of space after the spring 2010 school semester.

WHEREAS, after review of Imagine in the Valle's request, the City indicated to YMCA and Imagine in the Valle that the means by which Imagine in the Valle was permitted to occupy space at the DHCC was not the City's preferred method, and that any future use of this nature would require an amendment to the Operating Agreement, as well as positive guidance from the BLM regarding Imagine's use, and that the nature of Imagine's use be temporary, non-exclusive and that the use would not otherwise displace other public uses during the period of time requested. In addition, monies charged to Imagine in the Valle as a license fee would need to be apportioned equally between the YMCA/City joint account for ongoing recreational operations at the DHCC and a City-operated special revenue account for Capital Improvements and Capital Maintenance at the DHCC.

WHEREAS, the City received positive guidance from the BLM regarding the temporary use of a defined portion of the DHCC as requested by Imagine.

WHEREAS, YMCA has indicated that the space requested by Imagine in the Valle is not used during the hours Imagine in the Valle is requesting the use, nor do any conflicting public requests for the requested space exist, thus no public recreational programs are being displaced by Imagine's use of the space.

WHEREAS, Imagine in the Valle has a projected enrollment of 270 students from diverse backgrounds for the 2009-2010 school year, which consists of a fall semester beginning on August 24, 2009 and ending on December 18th, 2009, and a spring semester beginning on January 4th, 2010 through June 8, 2010, and without this temporary solution, the parents of the students enrolled with Imagine in the Valle will be required to secure another means to educate their children for the 2009 fall school semester.

WHEREAS, Imagine in the Valle desires to pay to the City and YMCA for a non-exclusive temporary license to occupy approximately six classrooms. This space includes the rooms designated as classrooms A, B, C, D, E, and F from 8:00 a.m. to 2:00 p.m. Monday through Friday, an area equal to one-half of the gymnasium for when it is not otherwise in use, the kitchen and an administrative office area (together, the "Licensed Area"). A depiction of DHCC, and the Licensed Area is attached hereto at Exhibit "2."

WHEREAS, the City does not want 270 children displaced without an educational opportunity at the beginning of the 2009-2010 school year, and the City and YMCA can provide temporary, non-exclusive space to Imagine in the Valle as requested without displacing other scheduled public programs, for a license fee equal to fair market value.

WHEREAS, in accordance with the terms and conditions of the Operating Agreement, the City, YMCA and Imagine in the Valle will enter into this License for the Licensed Area, to define the scope of Imagine's use of the Licensed Area, YMCA's obligations to maintain and service the Licensed Area and the City's obligation to permit Imagine in the Valle to occupy its space at the DHCC for a period of no longer than one school year.

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

AGREEMENT

A. THE LICENSED AREA

The City hereby grants a non-exclusive revocable license to Imagine in the Valle to enter and occupy the Licensed Area for the purposes described herein, in accordance with the provisions of this License.

B. TERM OF LICENSE/TERMINATION

1. Term. Imagine in the Valle may access, use and occupy the Licensed Area for two consecutive school semesters, for total of nine months, in accordance with paragraph 4 of this License, beginning on August 24, 2008 and terminating on June 8, 2010.

YMCA and Imagine in the Valle both understand and agree that there are no extensions of this License available to Imagine in the Valle at the end of the Term. Imagine in the Valle will vacate the DHCC as provided by paragraph J at the end of the Term.

2. License Terminable at Will by either Party. Nothwithstanding the default and opportunity to cure language at paragraph "K," below, any Party may terminate the License for any reason, or no reason, upon thirty (30) calendar days written notice to the other Parties. The 30 day period begins at 8:00 a.m. the morning after the postmarked date of the termination notice by a party. Upon termination, Imagine in the Valle shall only pay for its actual use and occupancy of the Licensed Area.

C. LICENSE FEE

1. Monthly License Fee. Imagine in the Valle shall pay a monthly License Fee to the City and YMCA in the amount of Twenty Two Thousand, Five Hundred Dollars ($22,500.00) for access, use and occupation of the Licensed Area for the Term, inclusive of maintenance and janitorial services for each month from September 1, 2009 through June 8, 2010. The annual License Fee shall be paid on a monthly basis prior to the first of each month for the following month's use of the Licensed Area by Imagine. There

shall be no pro-ration of the License Fee for any unused school days within any given month.

2. License Fee Remittance. Imagine in the Valle shall remit Eleven Thousand Two Hundred Fifty Dollars ($11,250.00) to the YMCA directly, and the YMCA shall deposit such License Fee in the YMCA/City joint account for ongoing recreational operations at the DHCC. These funds shall not be directed to any other account held by the YMCA. Imagine in the Valle shall remit $11,250.00 to the City, and the City shall deposit such License Fee in a special revenue account for Capital Improvements and Capital Maintenance at the DHCC.

3. Failure to Pay License Fee. If Imagine in the Valle fails to pay the monthly License Fee prior to the 3rd day of the month, Imagine in the Valle is in default of this License and the City may exercise its remedies under paragraph "K," below.

4. Utility Charges. The Parties acknowledge that the License Fee is inclusive of utility payments for electric, gas, water, cable and sewer, but the Parties acknowledge that on October 15, 2009, the Parties shall meet and confer regarding Imagine's obligation to pay the City and YMCA for utility expenses on a going-forward basis. Specific to this section, the Parties shall execute an amendment to this License, and such amendment may be executed on behalf of the City by the City Manager or designee. If the Parties do not reach agreement on the payment of utilities, any one of the Parties may terminate this License in accordance with Paragraph B(2), above.

D. USE OF THE LICENSED AREA

1. Imagine in the Valle is permitted to use, access and occupy the Licensed Area from 7:45 a.m. until 2:45 p.m., Monday through Friday during the school semesters as delineated herein for the purpose of conducting educational classes for students, grades one through six. Imagine, at its option, may occupy one-half of the gymnasium from 7:30 a.m. until 3:00 p.m. for recreation-based educational purposes only, and Imagine in the Valle may not use the gymnasium space as a full-time classroom for non-recreation based education. The terms "conducting educational classes" and "recreation-based educational purposes" are defined as common and customary definition of such terms, and the Parties agree that the final interpretation of this phrase and the uses permitted within the Licensed Area by Imagine in the Valle will be determined by the City Manager, or designee.

Imagine in the Valle shall not be permitted to use, access or occupy the Licensed Area on weekends and at no time during the 2009 winter break from December 21, 2009 until January 1, 2010. Imagine in the Valle shall not use or permit the Licensed Area to be used by anyone for any other purpose. Imagine in the Valle is not permitted to sub-license the Licensed Area in any manner.

2. Use of YMCA Equipment Limited. Imagine in the Valle shall not use any YMCA "office supplies" as this term is commonly and customarily defined ("Supplies"), fax machines, phones, computers or printers ("Equipment") owned and maintained by

YMCA. Imagine in the Valle shall provide and maintain its own Supplies and Equipment for use in the Licensed Area.

Imagine, at its option, may utilize the YMCA copy machine at the DHCC, provided that Imagine in the Valle supplies its own copy paper. Imagine in the Valle agrees to pay YMCA .03 cents per copy on a monthly basis to reimburse YMCA for the cost of toner and maintenance of the copy machine. Payment for the copy charges shall be submitted to YMCA on a monthly basis with the payment of the License Fee.

3. Educational Appurtenances and Educational Materials. Educational appurtenances are defined as any and all chairs, desks, filing cabinets, blackboards, white boards, health care supplies and similar items. Educational Materials are those items necessary for the education of students, such as pens, pencils, dry erase markers, books, paper, calculators and similar items. Imagine in the Valle shall provide all Educational Appurtenances and Educational Materials during its use of the Licensed Area.

4. Storage of Educational Appurtenances, Educational Materials, Supplies and Equipment. Imagine in the Valle may store all Educational Appurtenances and Educational Materials within the Licensed Area as permitted by YMCA. Such storage may not otherwise conflict with the use of the Licensed Area by the general public during the hours in which Imagine in the Valle is not utilizing the Licensed Area.

Imagine in the Valle understands that neither the City nor YMCA is responsible for Educational Materials, Supplies or Equipment stored in the Licensed Area, and as such, Imagine in the Valle agrees to hold the City and YMCA harmless from, and will not make a claim against the City or YMCA for any damages accruing from a loss or other damage to the Educational Materials, Supplies or Equipment within the Licensed Area. Imagine in the Valle hereby disclaims any and all actions against the City or YMCA for loss or other damage to its Educational Materials, Educational Appurtenances, Supplies or Equipment.

5. Security. Imagine in the Valle understands and acknowledges that neither the City nor YMCA provides full-time on-site security at the DHCC. If Imagine in the Valle is concerned about the safety of its faculty and staff at the DHCC, it should institute a security program for its faculty and staff. If Imagine in the Valle decides to do so, it must submit its security plan in writing, and meet and confer with the City and YMCA prior to instituting such security program. Both the City and YMCA must approve the proposed security plan prior to its implementation.

Imagine in the Valle will fully indemnify, pay any and all costs to defend, and hold the City and the YMCA harmless from any claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City or YMCA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY or the YMCA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, by the City or YMCA failing to provide full-time on-site security for the faculty and students of Imagine.

6. YMCA to Provide Utilities, Maintenance and Janitorial Services. YMCA shall provide utilities, all day-to-day maintenance and janitorial services for the Licensed Area.

E. LIENS AND ENCUMBRANCES

Imagine in the Valle agrees to keep the Licensed Area and its interest therein free from liens and encumbrances and to indemnify and hold the City harmless therefrom. If any lien or other encumbrance is filed against the Licensed Area or any part thereof by reason of Imagine in the Valle's acts or omissions or because of a claim against Imagine in the Valle, Imagine in the Valle shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by the City. The failure of Imagine in the Valle to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this License.

F. ASSIGNMENT AND SUBLEASING

Imagine in the Valle shall not transfer, assign, delegate, mortgage or hypothecate this License, in whole or in part, or permit the use of the Licensed Area by any person or persons other than Imagine, or sublet the Licensed Area, or any part thereof. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

G. NOTICES

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this License shall be in writing, signed by the notifying party sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO THE CITY: City Manager
City of Las Vegas
400 Stewart Avenue
Eighth Floor
Las Vegas, Nevada 89101

TO THE YMCA: Mike Lubbe, Chief Executive Officer
YMCA of Southern Nevada
4141 Meadows Lane
Las Vegas, Nevada 89107

TO IMAGINE: Chairman of the Board
Imagine School in the Valle
3521 North Durango Drive
Las Vegas, Nevada 89129

The address to which any notice, demand or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

H. TAXES

Imagine in the Valle shall not be responsible for any real property taxes on, or real property related assessments for the Licensed Area. The City shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Imagine in the Valle in connection with the Licensed Area, and Imagine in the Valle agrees to pay, and to indemnify the City concerning any such taxes that may be assessed.

I. INDEMNIFICATION AND INSURANCE

1. Imagine in the Valle shall provide the City and the YMCA with a certificate or other proof of insurance, insuring against liability arising out of this License with limits of not less than two million dollars ($2,000,000). The City and YMCA shall be named as an additional insured on Imagine's policy. Notwithstanding the foregoing, Imagine in the Valle understands and agrees that the City has adopted a Self Insurance Liability program in accordance with Section 41.038 of the Nevada Revised Statutes effective as of July 1, 1985, which provides self-insured coverage for each occurrence with limits of liability as established in accordance with Section 41.035 of the Nevada Revised Statutes.

2. Nothwithstanding the default and opportunity to cure provisions at paragraph "X," in the event that Imagine in the Valle fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this License immediately.

3. Imagine in the Valle hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Imagine in the Valle or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Imagine, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this License.

4. Imagine in the Valle expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Imagine in the Valle has agreed to indemnify the City, its officers, employees and agents. If Imagine in the Valle fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Imagine.

5. Imagine in the Valle hereby agrees to fully indemnify, pay any and all costs to defend and hold the YMCA, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the YMCA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the YMCA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Imagine in the Valle or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Imagine, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this License.

6. Imagine in the Valle expressly agrees, at its sole cost and expense, to defend the YMCA, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Imagine in the Valle has agreed to indemnify the YMCA, its officers, employees and agents. If Imagine in the Valle fails so to do, the YMCA shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Imagine.

J. SURRENDER OF LICENSED AREA

Upon expiration or other termination of this License, Imagine in the Valle shall, within three (3) calendar days of expiration or termination of this License surrender the Licensed Area in the same condition as they were in at the commencement of this License except for additions, alterations or changes specifically authorized by the City and reasonable wear and tear. Before surrendering the Licensed Area, Imagine in the Valle shall remove all of its personal property and such alterations or additions to the Licensed Area made by Imagine in the Valle as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If Imagine in the Valle fails to remove such personal property and fixtures upon the expiration or other authorized termination of this License, the same shall be deemed abandoned and shall become the property of the City.

K. DEFAULT AND EFFECT OF DEFAULT

1. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this License, the Party alleging noncompliance shall deliver to the other by certified mail a three (3) calendar day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which 3 calendar day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

2. Default; Remedies. If a default exists pursuant to (K)(1), above, or an alleged

default is not corrected within the relevant cure period pursuant to (K)(1) above, the non-complaint party is in default, the party alleging non-compliance may declare the breaching party in default and elect any one or both of the following non-exclusive remedies:

3. Termination of License. The non-defaulting Party may terminate this License upon written notice to the Party in default; or

4. Adjudication of Dispute. Upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this License.

If this License is terminated for any reason, Imagine in the Valle shall surrender the Licensed Area as provided at paragraph J, above.

L. BINDING ON SUCCESSORS

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

M. GOVERNING LAW

The parties intend that this License and the relationship of the parties shall be governed by the laws of the State of Nevada.

N. ENTIRE AGREEMENT

All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this License 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 License 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 License.

O. HEADINGS

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.

P. PEACEFUL POSSESSION

The City covenants that Imagine, upon the payment of License Fee, and the performance of the covenants and subject to the conditions of this License, shall and may peacefully and quietly have, hold and enjoy the Licensed Area for the Term of the License.

Q. COMPLIANCE WITH LAWS

1. In performing under this License, Imagine in the Valle shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Licensed Area as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of Imagine's use of the Licensed Area.

2. Nothing in this License shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Imagine's use of the Licensed Area.

R. INTERPRETATION OF LICENSE

For purposes of this License, the administrator shall be the City Manager or designee. In any dispute concerning an interpretation of this License or concerning the work to be performed hereunder, the final determination shall be made by the City Manager or designee.

S. INSPECTION

The City retains the right to inspect the Licensed Area at any time during the License Term. The City shall give Imagine in the Valle prior notice of such inspection and Imagine in the Valle shall have the right to accompany the City on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

T. WAIVER

No covenant, term or condition of this License shall be deemed to have been waived by either party hereto unless such waiver is in writing.

U. NO PARTNERSHIP

The relationship of the parties hereto is solely that of the City, YMCA and Imagine, and under no circumstances shall the Parties be considered as partners or joint venturers.

V. INTERPRETATION

Each Party and its counsel shall have reviewed this License. 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 License or in any amendments or exhibits to this License.

W. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this License shall be valid unless in writing and executed by the Mayor, upon approval of the amendment, change or modification by the City Council and all other parties hereto.

X. DAMAGE AND DESTRUCTION

1. Imagine in the Valle shall give prompt notice to the YMCA and the City in case of fire or accidents in or near the Licensed Area.

2. If the Licensed Area is partially, substantially or totally destroyed by fire or other casualty due to an act or omission of Imagine, Imagine in the Valle shall repair such damage at its cost.

3. If the Licensed Area is partially, substantially or totally destroyed at no fault of Imagine, then the City may, at its option, within thirty (30) days after such damage or destruction, give Imagine in the Valle written notice thereof and this License shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Licensed Area is substantially or totally destroyed at no fault of Imagine, the License Fee shall be abated until such time as Imagine in the Valle can reoccupy the Licensed Area.

d. If any damage referred to in this section is due in whole or in part to the act, neglect, fault or omission of IMAGINE, there shall be no abatement of rent.

Y. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, Imagine in the Valle warrants that it has disclosed on the form attached as Exhibit "3", all principals and partners of Imagine, a State of Nevada Charter School as well as all persons and entities holding more than a one percent (1%) interest in Imagine, a State of Nevada Charter School, or any principal of Imagine, a State of Nevada Charter School, throughout the term hereof, Imagine, a State of Nevada Charter School, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, YMCA warrants that it has disclosed on the form attached as Exhibit "3", all principals and partners of YMCA as well as all persons and entities holding more than a one percent (1%) interest in YMCA, throughout the term hereof, YMCA, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

. . .

. . .

. . .

. . .

Z. COUNTERPARTS

This License may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same License.

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first above written.

THE CITY OF LAS VEGAS

_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS, DCA

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2008, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

_____
NOTARY PUBLIC, in and for said
County and State

IMAGINE SCHOOL IN THE VALLE

By: Christina Fuentes

Its: President of Imagine School in the Valle

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 29th day of August, 2009, personally appeared before me, a Notary Public in and for said County and State, Christina Fuentes known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that She executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

NOTARY PUBLIC
THERESA H. RUTKOWSKI
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT. 24, 2009
No: 05-100450-1

YOUNG MEN'S CHRISTIAN ASSOCIATION

Michael Lubbe

By: Michael Lubbe

Its: CEO

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 25 day of August, 2009, personally appeared before me, a Notary Public in and for said County and State, Mike Lubbe known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

SONIA DAVIS
Notary Public State of Nevada
No. 99-56694-1
My appt. exp. July 19, 2011

Sonia Davis

NOTARY PUBLIC, in and for said
County and State

EXHIBIT 1

YMCA OF SOUTHERN NEVADA

INTERIM OPERATING AGREEMENT

By and Between

THE CITY OF LAS VEGAS

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA

TABLE OF CONTENTS

PAGE

RECITALS 1

I. [§100] SUBJECT OF AGREEMENT 2
- A. [§101] ..... Purpose of this Interim Agreement 2
- B. [§102] ..... Description of the Contract Area 3
- C. [§103] ..... Common Areas Outside Center and Parking Lot 3
- D. [§104] ..... Parties to This Interim Agreement 3
  - 1 ..... [§105] The Cit
  - 2 ..... [§106] The Co
- E. [§107] ..... Bureau of Land Management 4

II. [§200] TERM CANCELLATION AND RENEWAL 4

III. [§300] OPERATIONS 5
- A. [§301] ..... Operations in General 5
- B. [§302] ..... Operational Standards 6
- C. [§303] ..... Maintenance Obligations of Contractor 6
- D. [§304] ..... Maintenance Obligations of the City 7
- E. [§305] ..... User Fees, Program Schedule, and Budget 7
- F. [§306] ..... Contractor Operating Records 8
- G. [§307] ..... Annual Statements and Audit 9
- H. [§308] ..... Repairs, Alterations and Damage 9
- I. [§309] ..... Agreement Not a Tenancy and Independent Contractor 9
- J. [§310] ..... Advertisements and Marketing 9
- K. [§311] ..... Deposits and Drawdowns 9
- L. [§312] ..... Monthly Invoices, Monthly Statement, Monthly Activity Report 10
- M. [§313] ..... Disputed Items 10
- N. [§314] ..... City's Administrative Services 10
- O. [§314] ..... Fixtures, Furnishings, Equipment and Personal Property 10

IV. [§400] PERSONNEL 11
- A. [§401] ..... Selection and Salaries 11
- B. [§402] Equal Opportunity, Americans With Disabilities Act and Drug Free Workplace Act 12
- C. [§403] ..... Staff Service Standards 12

V. [§500] INDEMNITY, INSURANCE, BOND, TAXES AND LEGAL COMPLIANCE 13
- A. [§501] ..... Indemnification and Hold Harmless 13
- B. [§502] Employee Dishonesty 14
- C. [§503] ..... Operating Reserve 14

D. [§504] ..... Insurance 15
E. [§505] ..... General Insurance Requirements 16
F. [§506] ..... City and Other Governmental Permits 17
1 ..... [§507] Rights
2 ..... [§508] Local, S
3 ..... [§509] Taxes,
G. [§510] ..... Damage or Destruction 18

VI. [§600] USE OF THE CENTER 18
A. [§601] ..... Uses 18
B. [§602] ..... Obligation to Refrain From Discrimination 19

VII. [§700] DEFAULTS, REMEDIES AND TERMINATION 19
A. [§701] ..... Defaults in General 19
B. [§702] ..... Disputes Resolution 20
1 ..... [§703] Institut
2 ..... [§704] Applica
3 ..... [§705] Accepta
C. [§706] ..... Rights and Remedies Are Cumulative; Nonrecourse 21
D. [§707] ..... Damages 21
E. [§708] ..... Specific Performance 22
F. [§709] ..... Additional Remedies 22
G. [§710] ..... Termination by the Contractor 22
H. [§711] ..... Intentionally Omitted 22

VIII. [§800] ..... GENERAL PROVISIONS 22
A. [§801] ..... Notices, Demands and Communications Between the Parties 22
B. [§802] ..... Conflicts of Interest 23
C. [§803] ..... Warranty Against Payment of Consideration for Interim Agreement 23
D. [§804] ..... Nonliability of City Officials and Employees 23
E. [§805] ..... Inspection of Books and Records 24
F. [§806] ..... Approvals by City and Contractor 24
G. [§807] ..... Attorney Fees 24
H. [§808] ..... Independent Contractor and Non-Agent 24

IX. [§900] SPECIAL PROVISIONS 24
A. [§901] ..... Amendments to This Interim Agreement 24
B. [§902] ..... Intentionally Omitted 25
C. [§903] ..... Computation of Time 25
D. [§904] ..... No Third-Party Beneficiary 25
E. [§905] ..... Good Faith and Cooperation 25
F. [§906] Severability 25
G. [§907] ..... Headings 25
H. [§908] ..... Parties in Interest 25
I. [§909] ..... Not a Lease 26

J. [§910] ..... Governmental Action 26
K. [§911] ..... Condemnation Award 26
L. [§912] ..... Intentionally Omitted 26
M. [§913] ..... No Assignment 26

X. [§1000] ..... ENTIRE AGREEMENT, CONTRACTS, WAIVERS AND AMENDMENTS 27

ACKNOWLEDGMENTS 28

YMCA OF SOUTHERN NEVADA
INTERIM OPERATING AGREEMENT

THIS INTERIM OPERATING AGREEMENT (hereinafter "Interim Agreement") is made and entered into on the ____ day of _____, ____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA, a Nevada nonprofit corporation (hereinafter the "Contractor").

RECITALS

WHEREAS, the City has leased land (BLM Lease No. N-57555) for recreation or public purposes from the United States Department of the Interior, Bureau of Land Management ("BLM"), which lease contains conditions subsequent which, in essence, require the City to use the underlying land for recreational or public purposes in accordance with the federal Recreational and Public Purposes Act, 43 U.S.C. Sections 869-869-4 ("RPP Act"); and

WHEREAS, a portion of the land consists of approximately 15.6 acres and is situate in the northwest area of the City of Las Vegas, bounded by Gowan and Durango Drive, located at 3521 N. Durango Drive, Las Vegas, Nevada, and is generally described in Exhibit "A", General Description, and depicted on Exhibit "B", Site Map, both attached hereto and made a part of this Interim Agreement (the "Land"); and

WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City has desired to provide a multipurpose center that will meet the recreational, cultural, senior and adaptive recreational needs of the growing Northwest Las Vegas community; and

WHEREAS, the City has constructed and developed a 45,000 square foot sports and recreational facility on the Land entitled the "Northwest Leisure Services Center" which includes an adjoining pool facility on the Land and is depicted on Exhibit "C-1" (the building) and "C-2" (the pool); and

WHEREAS, the City is desirous of retaining a contractor to operate and manage the Northwest Leisure Services Center and requested proposals from potential contractors to provide such operations; and

WHEREAS, on September 15, 1999, the Las Vegas City Council approved the proposal submitted by Contractor for the operation and management of the Northwest Leisure Services Center; and

WHEREAS, the Contractor is a not-for profit organization dedicated to building self-

esteem and enriching body, mind and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership and family strengthening activities;

WHEREAS, BLM is in the process of reviewing a form of the final Operating Agreement between the City and Contractor to determine if the Operating Agreement conforms to the provisions of the RPP Act; and

WHEREAS, the City and Contractor desire to enter into this Interim Agreement for the operation and management of the Northwest Leisure Services Center on a temporary basis until such time that BLM has approved the final Operating Agreement between the City and Contractor.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Interim Agreement.

AGREEMENTS

I. [§100] SUBJECT OF AGREEMENT

1] **A. Purpose of this Interim Agreement**

The purpose of this Interim Agreement is to effectuate the temporary operation, management, and maintenance of the Northwest Leisure Services Center ("the Center") by the City and the Contractor in the best interests of the City and the health and welfare of its residents, and in accordance with the public purposes of applicable federal, state and local laws and regulations, specifically, the RPP Act. The area of the Center which is to be under the management and operation of Contractor is depicted within the red boundary lines in the Site Map appended to the Interim Agreement as Exhibit "B", and that area is referred to throughout this Interim Agreement as the "Contract Area." This Interim Agreement also assigns to the Contractor certain non-exclusive duties and responsibilities with respect to various areas of the Center not included in the Contract Area. The term Center includes the Contract Area, but unless the term Center is specifically used in defining a duty or responsibility of Contractor, it is assumed that the duty or responsibility of Contractor so defined extends only to the Contract Area.

The Contractor will operate the Contract Area of the Center owned by the City on BLM land. The Center shall be managed and operated as a not-for-profit institution available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.

The City and Contractor hereby expressly acknowledge that this Interim Agreement is subject to the final approvals of the Operating Agreement by (1) by BLM to determine of the Operating Agreement conforms to the provisions of the RPP Act; and (2) the City Council and the governing board of the Contractor.

The City and Contractor hereby expressly acknowledge that this Interim

Agreement is to set forth the provisions of a temporary agreement between the parties pursuant to which Contractor will operate the Contract Area of the Center for City pending BLM approval of those portions of the Operating Agreement subject to its jurisdiction under the RPP Act.

The Contractor shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety, therapy, and competitive programs offered in the Contract Area. The Contractor shall be responsible for daily maintenance and cleanliness of the Contract Area. This Interim Agreement defines the operating terms mutually agreed upon by both parties.

2] **B. Description of the Contract Area**

The Contract Area consists of a building and adjoining pool facility. The building located in the Contract Area is a 45,000 square foot multipurpose facility located at 3521 N. Durango Drive, Las Vegas, Nevada. The building in the Contract Area has facilities for the following: a full-size indoor basketball court with bleachers; after school and track break programs; dance, ballet and exercise classes; youth and adult programming; meeting rooms; fitness rooms; fine arts classes; facility rental arrangements; and concession area and vending machines which shall be in compliance with NRS 426.640 through 426.680. The building is depicted on Exhibit "C-1", attached hereto.

The Contract Area also has an adjoining pool facility with the following specifications: a fan-shaped 0 (zero) depth beach entry pool; an 8-lane-25-yard swim box; a 1 meter diving board; a 178-foot spiral slide; a water tot lot feature and a full-size shower room and bath house. The pool is depicted on Exhibit "C-2", attached hereto.

The entire Contract Area is generally depicted inside the red area of the Site Map, Exhibit "B".

3] **C. Common Areas Outside Center and Parking Lot**

Paved parking lot areas are located at the Center. A plaza entry with landscaping surrounds the entrance to the Center. Additional landscaping with planter boxes surrounds parts of the Center.

4] **D. Parties to This Interim Agreement**

5] **1. The City**

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of Nevada. The office of the City is located at 400 East Stewart Avenue, Las Vegas, Nevada 89101. "City," as used in this Interim Agreement, includes the City of Las Vegas and any assignee of or successor to its rights, powers, and responsibilities.

6] **2. The Contractor**

The Contractor, YMCA of Southern Nevada, is a not-for-profit corporation under Nevada law with an I.R.S. Section 501(c)(3) nonprofit designation. The principal office of the Contractor is 1050 West 4141 Meadows Lane, Las Vegas, Nevada 89107. Wherever the term "Contractor" is used herein, such term shall include the YMCA and any permitted nominee, assignee, or successor in interest as herein provided.

7] **E. Bureau of Land Management**

The Bureau of Land Management ("BLM") is a federal public agency which administers the RPP Act for all Public Lands, including the Land where the Center is located. As more specifically set forth in Section 912 of this Interim Agreement, BLM determines whether the use of the Land is an authorized use and conforms with laws and regulations of the RPP Act.

II. [§ 200] TERM CANCELLATION AND RENEWAL

This Interim Agreement shall run for an indefinite term commencing on February 1, 2000, and terminating upon the first of the following to occur:

1. If the BLM shall approve the Operating Agreement in the form submitted, on such date as Contractor and City, working in good faith and with due diligence, shall comply with all conditions precedent to the Operating Agreement becoming effective, at which date the Operating Agreement will automatically become effective and the Interim Agreement shall terminate.

2. If BLM shall approve the Operating Agreement conditionally, on such date as Contractor and City, working in good faith and with due diligence precedent to the Operating Agreement becoming effective and shall either (a) reach agreement on all matters necessary to satisfy BLM-imposed conditions and execute a revised Operating Agreement containing such conditions, at which date the Operating Agreement shall automatically become effective, or (b) after working in good faith and with due diligence, either City or Contractor shall conclude that it cannot reach agreement on terms for the Operating Agreement acceptable to it that will satisfy BLM-imposed conditions, in which case this Interim Agreement will terminate on such date as either City or Contractor may specify upon thirty (30) days written notice to the other. In the event of (b), City will reimburse Contractor for fifty percent (50%) of its documented and verified startup costs up to One Hundred Fifty Dollars ($150,000).

3. Either City or Contractor terminates this Interim

Agreement without stated cause by providing ninety (90) days written notice of termination to the other party.

4. This Interim Agreement is terminated at any time by mutual consent of City and Contractor.

In addition, the City or Contractor may terminate this Interim Agreement with cause in accordance with the applicable sections in Article VII.

III. [§ 300] OPERATIONS

[§31] A. Operations in General

The Contractor agrees to manage and operate the Contract Area of the Center in a professional, economical and businesslike manner, reasonably satisfactory at all times to the City. The duties of the Contractor shall include, but not be limited to, all of the following:

1. Provide operational and maintenance supplies as are reasonably necessary to operate the Contract Area of the Center.

2. Provide bookkeeping and accounting functions such that revenues and expenses are computed for the Center as more fully described in Section 306 of this Interim Agreement.

3. Provide maintenance to the items set forth in Section 303.

4. Accomplish routine maintenance and repair the Contract Area.

5. Provide professional staffing to the Center as more particularly defined herein.

6. Carry insurance in the type and amount as more particularly described herein.

The Contractor shall not engage in any other business within or upon the Center, except as allowed herein, and shall provide such services as may be required to service users of the Center.

The Contractor shall report to the City all damage or vandalism in excess of One Thousand Dollars ($1,000) to the Center or which requires closure of the Center. The Contractor shall report to the City any and all personal injury asserted by users utilizing the Center.

[§32] **B. Operational Standards**

The Contractor will be responsible for the day-to-day operation, maintenance, and repair of the Center in a manner that ensures the safe, attractive, and pleasant use of the Center. Such services shall also include cleaning and equipment maintenance.

During the term of this Interim Agreement, the City, at its discretion, may conduct an audit of the Contractor's services at the Center. The audit may be conducted by City staff or its designated auditors. The audit may include, but not be limited to, a review of the physical facility of the Center and examination of the program in place for the replacement of capital equipment, the need for additional investment, and other aspects dealing with the physical facilities of the Center. The auditor shall issue a written report, which report shall be contemporaneously delivered and considered by both parties.

The Contractor shall at all times operate the Center properly and in an efficient and economical manner, consistent with good business practices; shall maintain, preserve, replace or repair and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Center may be properly conducted.

[§33] **C. Maintenance Obligations of Contractor**

The Contractor agrees to maintain the Contract Area and the equipment provided within the Contract Area, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose, which shall include, but are not limited to, the following:

1. Maintain the pool and all related, HVAC operating and filtration systems (routine maintenance), and all equipment.

2. Maintain all restrooms.

3. Maintain the premises in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate upon the premises; and remove snow, ice, and other obstructions from the property and from adjacent driveways and sidewalks. The debris removed shall not be placed upon the public ways or any portion thereof.

4. Make necessary repairs to the Contract Area of the Center.

5. Maintain and keep in good working order all signs located within or on the exterior of the facility.

6. Maintain and care for all plantings and grounds within the Contract Area.

7. Adhere to all standards and regulations imposed by the Clark County Health District, as those standards and regulations apply to the Center.

All regular, routine and daily maintenance duties and responsibilities shall be carried out by the Contractor through a designated maintenance schedule. If the Contractor determines to contract out any of the activities set forth in this section, the Contractor agrees to notify the City prior to undertaking such activity.

[§34] **D. <u>Maintenance Obligations of the City</u>**

The City agrees to maintain the following in good repair and condition and to make all repairs thereto which may be reasonably necessary for this purpose:

1. Maintain the parking areas at the Center.

2. Maintain and care for all plantings and grounds outside of the Contract Area of the Center.

3. Make necessary repairs to the Center due to patent or latent building or pool defects.

The City shall be responsible for any capital repairs, improvements and/or future expansion of the Center.

[§35] **E. <u>User Fees, Program Schedule, and Budget</u>**

The Contractor shall submit to the City for review and approval the scheduling and use of the Center (the "Program Schedule"). The proposed Program Schedule shall be submitted to the City for approval no later than thirty (30) days prior to the effective date of the proposed Program Schedule. The Contractor shall cooperate with the City and other community organizations for not less than ten percent (10%) joint-use scheduling of the Center and not less than ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. The Contractor agrees that the City's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours of 10:00 a.m. through 7:00 p.m. or other hours as requested by the City. Contractor agrees that the City may schedule special events with ten (10) days advance notice.

Programs offered at the Center from time to time shall be generally based on need. The City shall have final approval over the Program Schedules of the Center. The

Contractor may revise its Program Schedule from time to time by submitting proposed changes to the City, and the City shall have fifteen (15) days from receipt of any such submission in which to provide Contractor with its comments, if any, in writing. If the City provides comments, the parties shall meet to make changes agreeable to both. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

No later than thirty (30) days prior to the effective date of a fee schedule, the Contractor shall submit a proposed fee schedule ("Fee Schedule") and the City shall have fifteen (15) days to comment on the proposed Fee Schedule. If the City should object to the proposed Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Contractor to submit a revised Fee Schedule. The City shall have final approval of the Fee Schedule. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

If the City provides comments in writing, the parties shall meet to make changes agreeable to both. If the City does not provide any comments, the revisions as submitted by the Contractor shall become effective on the later of the fifteenth (15th) day following their submission to the City or the first business day thereafter.

[§36] **F.** **Contractor Operating Records**

Throughout the term of this Interim Agreement, all revenue generated from the Center including, but not limited to, user fees, class fees, and other fees or charges shall be collected and retained by the Contractor, on behalf of the City. All revenue shall be collected, handled and deposited in accordance with the cash handling procedures as designated by the City Treasurer. The Contractor shall keep, through the entire term of this Interim Agreement or any extension thereof, all books of account and records customarily used in this type of operation in accordance with generally accepted accounting principles.

The City, at all times throughout the term of this Interim Agreement or any extension thereof and for up to five (5) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to the Contractor's operation hereunder, provided that the Contractor shall not be required to retain such books of account and records for more than five (5) years after the end of each year of this Interim Agreement. The books of account and records shall reflect all expenses and revenues associated with the Center. The Contractor shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the City and as the normal course of operation shall dictate.

All source records of gross revenue shall be prepared by the Contractor. These records shall be maintained by the Contractor. All databases for such purpose will be maintained by the Contractor, and Contractor shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of five (5) years.

[§37] **G.** **Annual Statements and Audit**

The City shall include the Center and this Interim Agreement as part of the City's annual statement and audit. Such annual statement and audit will be prepared after the close of the City's fiscal year (June 30).

[§38] **H.** **Repairs, Alterations and Damage**

The Contractor shall make no alterations or additions to the Center and appurtenances without the prior consent of the City. For such action, the Contractor shall first submit such information and plans to the City Manager's Office for approval. It is expressly agreed that all appurtenances, presently or hereafter located in and upon said facility, whether affixed thereto or not, are and shall remain the property of the City.

The Contractor shall repair any non-capital damage to the Center or equipment therein.

The City shall assume responsibility for any capital repairs, improvements and/or future expansions of the Center.

[§39] **I.** **Agreement Not a Tenancy and Independent Contractor**

Nothing in this Interim Agreement shall be construed as creating a tenancy between the City and the Contractor. The parties agree that, except as hereinafter specified, Contractor shall render services to the City as an independent contractor and not as an employee of the City.

[§310] **J.** **Advertisements and Marketing**

The Contractor and the City shall mutually agree upon Center advertisements, exterior and interior signage, brochures, newsletters, promotional publicity, and other marketing materials. The signage shall contain, at minimum, the following: "City of Las Vegas Northwest Leisure Services Center operated by the YMCA of Southern Nevada on BLM Property." Communication produced or distributed by the Contractor or City shall convey a consistent message of cooperation to the public.

[§311] **K.** **Deposits and Drawdowns**

The Contractor shall deposit all funds collected from the operation of the Center including, but not limited to, user fees, class fees, program fees and other fees or charges, into an account established by the City ("City Account"). Subject to appropriate authorizations designated by the City, the Contractor shall be authorized to draw down funds that are available in the City Account and deposit such funds into the Contractor's operating account. In no event shall the Contractor draw funds from the City Account which exceed the amount available. Each month, the Contractor shall submit to the City an itemization of all activity in the City Account.

L. **Monthly Invoices, Monthly Statement, Monthly Activity Report**

Contractor shall submit a monthly invoice to City which shall include an itemized list of services rendered and costs incurred by Contractor and shall accurately set forth Contractor's cash receipts and disbursements for the previous calendar month for its operations at the Center. Each invoice received shall be subject to review and approval by City. In the event City disputes any item on the invoice, City and Contractor shall meet promptly, as specified in Section 313 hereof, to resolve all such disputed items.

The invoiced amount of Contractor's gross receipts shall be deemed to reimburse Contractor for the previous calendar month's services rendered by Contractor at the Center, and City shall have no obligation to reimburse Contractor in any amount if Contractor's receipts from the Center are less than Contractor's incurred costs.

[§313] **M.** **Disputed Items**

For any disputed item on a monthly invoice, the City shall provide a written notice to the Contractor setting forth the reasons for disputing the item. The City and Contractor shall use their reasonable best efforts to resolve the disputed item(s) within twenty (20) days of Contractor's receipt of notice. If the disputed item is not resolved, the parties shall be entitled to exercise its remedies in Article VII of this Interim Agreement.

[§314] **N.** **City's Administrative Services**

The City shall provide the necessary services to administer this Agreement and monitor and oversee the Contractor's performance of its obligations in this Interim Agreement. Commencing on the first anniversary date of the effective date of this Interim Agreement and notwithstanding the fact that this Interim Agreement may have expired and the Operating Agreement shall be in effect, the City shall invoice the Contractor on a monthly basis for the administrative services incurred by the City. The initial administrative service fee shall be One Thousand Three Hundred and No/100ths Dollars ($1,300.00) per month, and such amount may be adjusted quarterly as determined by inflation and the volume and type of the City's resources allocated to this Interim Agreement and the Operating Agreement.

[§315] **O.** **Fixtures, Furnishings, Equipment and Personal Property**

Contractor covenants and agrees to furnish and equip the Contract Area of the Center with all fixtures, furnishings, equipment, and other personal property (collectively, "Personal Property") in compliance with the plans and specifications and included in the Equipment Schedule, attached hereto as Exhibit "D", and any addenda thereto. Contractor further agrees to take good care of such Personal Property, to keep the same in good order and condition, and at Contractor's own cost and expense to promptly make all necessary repairs, replacements, and renewals to said Personal Property. Any and all other fixtures, furnishings and equipment placed in, on, or about the Center shall be the Personal Property of Contractor.

Throughout the term of this Interim Agreement, the City authorizes the use of certain furniture by the Contractor to be used exclusively at the Center ("Furniture"). The Contractor's use of the Furniture does not infer any ownership rights of the Contractor to the Furniture. A list of such Furniture to be used at the Center by Contractor is described on the Furniture Schedule, attached hereto and incorporated herein as Exhibit "E". The Contractor reserves the right to inventory the Furniture and return any Furniture that is not required by Contractor. Upon the termination of this Interim Agreement, the Contractor's use of the Furniture shall be governed by the Operating Agreement or, in the event the Operating Agreement is not approved, the Furniture shall be retained exclusively by the City.

Contractor shall have no right to waste, destroy, demolish, or remove the Personal Property and furniture except as specifically provided for in this Interim Agreement or otherwise approved in writing by City. At the end of this Interim Agreement or upon earlier termination pursuant to the provisions of this Interim Agreement, the Personal Property of the Center shall become the property of the Contractor, unless such fixtures, equipment, furniture or other personal property is permanently affixed to the Center.

In the event this Interim Agreement is terminated pursuant to Section 200 or Section 711, the City agrees to assume the obligations of any leases for the equipment listed in the Equipment Schedule, Exhibit "D".

IV. [§ 400] PERSONNEL

[§41] **A.** **Selection and Salaries**

The Contractor agrees to secure, furnish, train and pay for all personnel as are reasonably necessary to be employed in the successful operation of the Center. Any and all employees and any and all volunteers of the Contractor, or other persons, while engaged in the performance of any work or services required by the Contractor under this Interim Agreement, shall not have any contractual relationship with the City. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of said employees or other persons while so engaged in any work, or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

[§42] **B. Equal Opportunity, Americans With Disabilities Act and Drug Free Workplace Act**

All persons employed or applying for employment with the Contractor shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

The Contractor as an employer is hereby required to provide equal employment opportunities to the end that all Contractor employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

The Contractor shall also be familiar with and adhere to the specific provisions of the Americans With Disabilities Act of 1990 relating to Title I, Employment, and Title II, Public Services, and Drug Free Workplace Act. Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Interim Agreement shall also be in compliance with the aforementioned titles.

[§43] **C. Staff Service Standards**

The Contractor further agrees as follows:

1. The Contractor agrees to furnish prompt, safe, efficient, and courteous service adequate and reasonable for the established services at the Center.

2. The Contractor agrees to furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.

3. The Contractor agrees that attendants shall wear appropriate attire and at all times shall present a neat and clean appearance. Such standards for attire shall be reviewed by the City.

4. The Contractor agrees to supervise attendants to ensure that they shall discharge their proper duties in a safe, courteous, and efficient manner to attain a high standard of safety and service to the public.

5. The Contractor agrees to use its best efforts

in every proper manner to maintain and develop the business conducted by it hereunder and to increase the same.

6. The Contractor agrees that employees involved in aquatic programs and activities have met the lifeguard and instructor minimum standards issued by the American Red Cross lifeguard and instructor certificate (or by any mutually agreed upon nationally acceptable standards).

7. The Contractor agrees to provide the required number of lifeguards per square foot of water area as issued by the American Red Cross (or as issued by mutually agreed upon nationally acceptable staffing standards).

8. The Contractor agrees that any employee of Contractor, whether a full-time, part-time employee or trainee, and whether or not paid, shall successfully pass a background investigation conducted by the Las Vegas Metropolitan Police Department or other appropriate law enforcement agency.

V. [§ 500] INDEMNITY, INSURANCE, BOND, TAXES AND LEGAL COMPLIANCE

[§51] **A.** **Indemnification and Hold Harmless**

Contractor agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the purported or asserted by virtue of the Contractor's management, operation and maintenance of the Center. The City shall not assume or be responsible for any indebtedness of Contractor. The Contractor shall conform to all safety regulations, i.e., O.S.H.A. and N.O.S.H.A. and requirements covering such premises in effect at any time during the performance of the Agreement. The Contractor agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of its employees performing or in any way coming in contact with performance of this Interim Agreement on such premises.

Contractor agrees to indemnify and save harmless the City, as well as its officers, employees and other persons lawfully present at the Center, from all loss and damage in any way sustained by it or them by reason of the performance of this Interim Agreement by the Contractor. In the event that the City, its officers, employees or other persons lawfully present at the Center shall be required to pay damages, judgments or workmen's compensation to any person, partnership or corporation on account of injury or death of persons or damage to or loss of property of any kind by reason of Contractor's performance of this Interim Agreement, or by reason of any negligence of the Contractor with regard thereto, or otherwise, causing or contributing to such injury, death, loss or damage, even though negligence of the City may have

contributed thereto, Contractor agrees to reimburse the City, its officers, employees or other persons lawfully present at the Center for any and all payments made by it or them by reason of any said matters, and Contractor agrees to pay for all loss of or damage to property belonging to the City or in its custody or under its control resulting from any of said causes; and in the event that any suit, action or other proceeding shall be brought against the City or its officers, employees or aforementioned other person arising as aforesaid, Contractor agrees, upon receipt of written notice within a reasonable time after the commencement of said suit, action or other proceeding to defend the same at Contractor's own cost and expense, and to pay the amount of any verdict of judgment rendered thereon.

[§52] **B.** **Employee Dishonesty**

The Contractor agrees to furnish an Employee Dishonesty Bond held by a company approved by the City, indemnifying the City against any dishonest acts of the Contractor or any of its employees, officers, or directors, individually or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars ($100,000) for all key financial officers or employees and Twenty-five Thousand Dollars ($25,000) for all other employees.

[§53] **C.** **Operating Reserve**

Contractor shall maintain throughout the term of this Interim Agreement an operating reserve (hereinafter referred to as "Operating Reserve") during this Interim Agreement in the principal sum of Twenty-five Thousand Dollars ($25,000). The Operating Reserve shall guarantee performance of each term and condition of this Interim Agreement, and in the event of any breach of this Interim Agreement, the amount thereof shall be recoverable by the City for all damages resulting from failure of the Contractor to well and faithfully perform and observe any and all provisions of this Interim Agreement.

The Operating Reserve may take one of the following forms:

1. The Operating Reserve may take the form of a corporate surety bond issued by a company licensed to do business in the State of Nevada in a form approved by the City in the principal sum of Twenty-Five Thousand Dollars ($25,000), naming the City as an insured.

2. The Operating Reserve may take the form of a deposit of cash in the amount of Twenty-Five Thousand Dollars ($25,000) in a restricted Certificate of Deposit drawn against the account of the Contractor on such bank as the City shall approve, allowing for withdrawal only upon written consent of the City. All interest earned on such Certificate of Deposit shall be the property of the Contractor.

3. The Operating Reserve may take the form of

an irrevocable standby letter of credit in the amount of Twenty-Five Thousand Dollars ($25,000) drawn against the account of the Contractor on such bank as the City shall approve. Said letter of credit shall be an unconditional and irrevocable letter of credit in favor of the City from a bank authorized to do business in Nevada, in form and substance satisfactory to the City Attorney of the City of Las Vegas. Further, said letter of credit shall be renewed at least thirty (30) days prior to its expiration, and the City shall be provided notice of said expiration.

[§54] **D.** **Insurance**

The Contractor shall procure and maintain continuously in effect during the term of this Interim Agreement policies of insurance of the kind and amount as follows:

1. The Contractor shall procure and maintain insurance of the kind and amount sufficient to cover any liability of the Contractor under the Industrial Insurance laws, NRS Chapter 616, of Nevada.

2. The Contractor shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.

3. The Contractor shall procure and maintain "all-risk" insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by "all-risk" endorsements in use in the State of Nevada. The Contractor shall also maintain business interruption or rental loss insurance (or the functional equivalent) in an amount which covers not less than twelve (12) months of the revenues attributed to the Center for a term that matches the term of the loan described in the Loan

Documents as defined in Section 701 of this Interim Agreement.

4. The Contractor shall procure and maintain auto liability insurance for claims for damage because of bodily injury or death of any persons or property, damage arising out of the ownership, maintenance or use of any motor vehicles of Contractor whether owned, hired or non-hired in an amount no less than One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury and property damage.

5. The Contractor shall procure and maintain products liability insurance in minimum limits of Two Million Dollars ($2,000,000) for injury to or death of any one person; Two Million Dollars ($2,000,000) for each accident or occurrence; Two Million Dollars ($2,000,000) aggregate products for bodily injury liability, Two Million Dollars ($2,000,000) for each accident or occurrence; and Two Million Dollars ($2,000,000) aggregate products property damage liability.

Such insurance shall provide that the City is a named additional insured.

[§55] **E. <u>General Insurance Requirements</u>**

All insurance required in Section 504 shall be obtained from insurance companies licensed to do business in the State of Nevada. Contractor shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Interim Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The Contractor shall provide the City with a certificate of insurance or other proof of insurance evidencing the Contractor's compliance with the requirements of this paragraph and shall file such proof of insurance with the City's Risk Management Office. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval by the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher. Contractor shall furnish renewal certificates for the required insurance during the period of coverage required by this Interim Agreement. Contractor will furnish renewal certificates for the same minimum coverage as required by this Interim Agreement. If the renewal certificates are not provided, the City may declare the Contractor in default of its obligation under this Interim Agreement.

The City, its officers, employees, and volunteers must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured

in connection with this project, excluding professional liability insurance.

The Contractor's insurance shall be primary as respect to City, its officers, employees and City designated volunteers. Any other coverage (insurance or otherwise) available to City, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars ($10,000). With evidence of financial worth this may be amended.

[§56] **F. <u>City and Other Governmental Permits</u>**

The Contractor shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental entity for the Center, including the Clark County Health District. The City shall exercise its best efforts to provide all assistance to the Contractor in securing these permits.

[§57] **1. <u>Rights of Access</u>**

For the purpose of assuring compliance with this Interim Agreement, representatives of the City shall have right of access to the Contract Area of the Center without charges or fees and at all times for the purpose of this Interim Agreement including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are designated by the City Manager's Office.

City reserves the right to enter the Contract Area of the Center for the purpose of making inspections including, but not limited to, inspections for Contractor's compliance with the provisions of this Interim Agreement, including all maintenance requirements and to take all steps as may be necessary or desirable for the safety, protection or preservation of the Center or the Land or as may be necessary or desirable for the operation or improvement of the Center or the Land or to comply with laws, orders or requirements of governmental authority.

[§58] **2. <u>Local, State and Federal Laws</u>**

The Contractor shall comply with all applicable laws, including all applicable federal and state labor laws.

[§59] **3. Taxes, Assessments, Encumbrances and Liens (If Any)**

The Contractor shall pay when due any applicable personal property taxes and assessments assessed and levied upon the Contractor throughout the term of this Interim Agreement. Nothing herein contained shall be deemed to prohibit the Contractor from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Contractor with respect thereto; provided, such contest does not subject the Center or Common Area or any portion thereof to forfeiture or sale. Contractor shall collect and pay any applicable taxes including, but not limited to, sales and/or use taxes, excise taxes and payroll taxes which may arise by reason of the performance of this Interim Agreement and be assessed by the United States Government, any state government or any other governmental body.

[§510] **G. Damage or Destruction**

In the event that during the term of this Interim Agreement (including any extension term) the Center shall in whole or in any part be damaged or destroyed by fire or other casualty, the Contractor shall effect the repair or restoration thereof with all reasonable diligence.

All insurance proceeds shall be dedicated to the repair and reconstruction of the Center unless the City determines the Center should not be rebuilt. If the City decides not to reconstruct the Center, the insurance proceeds shall be tendered to the City.

In the event the Contractor fails or refuses to repair or restore the Center as required by this Section 510, the City may then enter thereupon and undertake such repair or restoration at the City's sole expense, and the Contractor shall promptly reimburse the City upon demand for all reasonable costs and expenses incurred by the City for such repair or restoration.

VI. [§ 600] USE OF THE CENTER

[§61] **A. Uses**

The Contractor covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Interim Agreement, the Contractor, its successors, and its assignees shall apply the Center for use as a sports and recreation center and other uses ancillary thereto. The foregoing covenant shall run with the land and shall last for a period of the City's Lease with BLM.

[§62] **B. Obligation to Refrain From Discrimination**

The Contractor covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Center nor shall the Contractor itself or any person claiming under or through the Contractor establish or permit any such

practice or practices of discrimination with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Center. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

VII. [§700] DEFAULTS, REMEDIES AND TERMINATION

[§71] A. Defaults in General

Failure or delay by either party to perform any term or provision of this Interim Agreement constitutes a default under this Interim Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, connection, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default specifying the default complained of. Except as required to protect against further damages and except as otherwise expressly provided in Sections 707 and 708 of this Interim Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Interim Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Interim Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Interim Agreement shall constitute a material default on the part of that party, giving to the other party the right to exercise each and every of its remedies reserved in or under, or otherwise the right to enforce, this Interim Agreement in accordance with the provisions of this article and other provisions relating to default in this Interim Agreement.

[§72] B. Disputes Resolution

In the event either party cannot resolve differences with the other party, the aggrieved party may file a formal dispute with the other party and with the American Arbitration Association (AAA) under its Commercial Rules. AAA shall assign a single arbitrator within

thirty (30) calendar cays of dispute notice, preferably one that is mutually agreed to between the parties. On the thirty-first (31st) calendar day, or next business day if holiday or weekend, the aggrieved party shall present its case. On the next business day following completion of the case presented by the aggrieved party, the defendant shall present its case. Upon completion, the arbitrator shall render a decision within five (5) business days. Such decision shall be final and entered into a court of competent jurisdiction. Arbitration costs shall be paid pursuant to pro-rata award. For example, a 50/50 decision would result in each party paying fifty percent (50%) of the arbitration costs. Regardless of outcome, neither party may collect for its own internal costs associated with this arbitration. Arbitration shall be conducted in Las Vegas and governed by the laws of Nevada.

[§73] **1. Institution of Legal Actions**

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Interim Agreement. Such legal actions must be instituted in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, or in the United States District Court for the District of Nevada.

[§74] **2. Applicable Law**

The laws of the State of Nevada shall govern the interpretation and enforcement of this Interim Agreement.

[§75] **3. Acceptance of Service of Process**

In the event that any legal action is commenced by the Contractor against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

In the event any legal action is commenced by the City against the Contractor, service of process on the Contractor shall be made by personal service upon the Chief Executive Officer of the Contractor or in such other manner as may be provided by law and shall be valid whether made within or without the State of Nevada.

[§76] **C. Rights and Remedies Are Cumulative; Nonrecourse**

Except as otherwise expressly stated in this Interim Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Notwithstanding anything to the contrary contained in this Interim Agreement, the City's recourse and security for those obligations shall be to terminate this Interim Agreement or any other implementation agreement, to seek damages or specific performance pursuant to

Sections 707 and 708 of this Interim Agreement.

Notwithstanding the foregoing, it is expressly agreed that the foregoing provisions shall not limit the Contractor's liability for:

1. Fraud or intentional misrepresentation made in, as an inducement for, or in connection with this Interim Agreement;

2. Failure to pay taxes or assessments or to pay charges for labor, materials, or other obligations, which failures result in the creation of liens against any portion of the Center;

3. The misapplication of:

a. The proceeds of any insurance covering any portion of the Center, but only to the extent the proceeds are so misapplied, or

b. Misappropriation of Center funds or fees; or

4. Conversion of Center Personal Property as defined in Section 314 of this Interim Agreement.

[§77] **D.** **Damages**

If the Contractor or the City defaults with regard to any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

[§78] **E.** **Specific Performance**

If the Contractor or the City defaults under any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Interim Agreement or for other equitable relief.

[§79] **F.** **Additional Remedies**

The City shall have the additional right, at City's option to invoke the following remedies:

1. In the event of the breach by the Contractor of the Maintenance Obligations set forth in Section 303 of this Interim Agreement, and in the event the Contractor shall fail to comply with any of those obligations, after thirty (30) days notice to comply, in addition to the other remedies set forth herein, the City may enter upon the Center and take all steps necessary to ensure compliance with those obligations. All work, labor and materials shall be charged to and paid for by the Contractor, plus a reasonable amount for the overhead of the City.

2. In the event a breach of this Interim Agreement is not cured within the cure period set forth in Section 701, the City shall have the right to declare this Interim Agreement terminated and so advise the Contractor of such termination in writing. Upon such termination, the City shall be entitled to receipt of the proceeds available from the Operating Reserve in place and as described in Section 503 of this Interim Agreement.

[§710] **G.** **Termination by the Contractor**

In the event the City is in breach of this Interim Agreement, which breach is not cured within the cure period set forth in Section 701 of this Interim Agreement, the Contractor, at the Contractor's option, may declare this Interim Agreement terminated by providing written notice to the City.

[§711] **H.** **Intentionally Omitted**

VIII. [§800] GENERAL PROVISIONS

[§81] **A.** **Notices, Demands and Communications Between the Parties**

Any legal notice or other formal communication required or permitted to be given under this Interim Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY: City of Las Vegas
Attention: City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

CONTRACTOR: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA
1050 West 4141 Meadows Lane
Las Vegas, Nevada 89107
Attention: CEO

Either party hereto may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided for in this Section.

[§81] **B. Conflicts of Interest**

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Interim Agreement, nor shall any such member, official or employee participate in any decision relating to this Interim Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Contractor shall not disqualify any employee or official of the City of Las Vegas from participating in the activities described in this Interim Agreement.

[§82] **C. Warranty Against Payment of Consideration for Interim Agreement**

The Contractor warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Interim Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers and attorneys.

[§83] **D. Nonliability of City Officials and Employees**

No member, official or employee of the City shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or on any obligations under the terms of this Interim Agreement.

[§84] **E. Inspection of Books and Records**

The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Contractor pertaining to the Center as pertinent to the purposes of this Interim Agreement.

The Contractor also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Center as pertinent to the purposes of this Interim Agreement.

[§85] **F. Approvals by City and Contractor**

Wherever in this Interim Agreement the approval of the City or the Contractor is required, such approval shall not be unreasonably withheld.

[§86] **G. Attorney Fees**

In the event of any action or proceeding at law or in equity between the Contractor and the City to enforce any provision of this Interim Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

[§87] **H. Independent Contractor and Non-Agent**

Contractor shall under no circumstances be considered as an agent or employee of the City and shall have no right or authority to, in any manner, obligate the City to any other person or company, except as authorized in writing by the City, and then limited to the scope permitted by the written authorization. Contractor shall be deemed an independent contractor only and this Interim Agreement shall not be construed to create a partnership or joint venture.

IX. [§900] SPECIAL PROVISIONS

[§91] **A. Amendments to This Interim Agreement**

The Contractor and the City agree to mutually consider reasonable requests for amendments to this Interim Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions or consultants to the City and Contractor, provided such requests are consistent with this Interim Agreement and such attachments would not substantially alter the basic business terms included herein or therein.

[§92] **B. Intentionally Omitted**

[§93] **C. Computation of Time**

In computing any period of time prescribed or allowed under this Interim Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

[§94] **D.** **No Third-Party Beneficiary**

The provisions of this Interim Agreement are for the exclusive benefit of the City, the Contractor and their successors and assigns, and are not for the benefit of any third person; nor shall this Interim Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of the Contractor or its successors and assigns.

[§95] **E.** **Good Faith and Cooperation**

It is agreed by the City and the Contractor that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Interim Agreement and shall deal fairly with each other.

[§96] **F.** **Severability**

In case any one (1) or more of the provisions of this Interim Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Interim Agreement, but this Interim Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

[§97] **G.** **Headings**

The section headings contained herein are for convenience and reference and arc not intended to define or limit the scope of any provision of this Interim Agreement.

[§98] **H.** **Parties in Interest**

All terms and provisions of this Interim Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

[§99] **I.** **Not a Lease**

The parties acknowledge that this Interim Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Center except for those maintenance obligations of the City as set forth in Section 304.

[§910] **J.** **Governmental Action**

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under threat of eminent domain or any other governmental power, or if any governmental authority

takes any action which causes or substantially contributes to a reduction in the use of the Center, either party shall have the right to terminate this Interim Agreement by giving sixty (60) days written notice to the other party or continue its operations on the balance of the location, if any, if mutually agreed to by both parties.

[§911] **K.** **Condemnation Award**

Contractor hereby covenants and agrees that should the Center or any part thereof or interest therein be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should Contractor receive any notice or other information regarding such proceeding, Contractor shall give prompt written notice thereof to City.

City shall be entitled to all compensation, awards, and other payments or relief therefor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. City shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds (the "Proceeds") are hereby assigned to City, and Contractor agrees to execute such further assignments of the Proceeds as City may require.

In the event any portion of the Center is so taken or damaged, City shall have the option, in City's sole and absolute discretion, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by City in connection with such Proceeds, to apply such Proceeds to the restoration of the Center upon such conditions as City may determine.

[§912] **L.** **Intentionally Omitted**

[§913] **M.** **No Assignment**

It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of this Interim Agreement or its right, title or interest in or to the same, or any part thereof, without the previous written consent of the City but this provision does not affect the ability of Contractor to terminate this Interim Agreement by its own terms.

X. [§1000] ENTIRE AGREEMENT, CONTRACTS, WAIVERS AND AMENDMENTS

This Interim Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Interim Agreement comprises pages 1 through 28, inclusive, and Exhibits "A" through "E", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Interim Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original

instrument, but all such counterparts together shall constitute but one (1) Interim Agreement.

This Interim Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Interim Agreement must be in writing and signed by the appropriate authorities of the City and the Contractor, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Contractor.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF NEVADA
ss.
COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this ___ day of _____, ____, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA
ss.
COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this ___ day of _____, ____, by _____, as _____ of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA.

_____
NOTARY PUBLIC, in and for said County and State
My Commission Expires:

AMENDMENT NO. 1 TO THE AGREEMENT FOR THE OPERATION AND MANAGEMENT OF DURANGO HILLS COMMUNITY CENTER

THIS AMENDMENT NO. 1 (the "Amendment") is being entered into this 10th day of October, 2007, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (the "Contractor"), a not-for-profit Nevada corporation, having its principal office at 4141 Meadows Lane, Las Vegas, Nevada 89107.

RECITALS

WHEREAS, the City and Contractor have entered into an agreement dated December 17, 2003, (the "Agreement") which provides for the operation and management of the Durango Hills Community Center (the "Center") by the Contractor; and

WHEREAS, at its meeting on December 17, 2003, the City Council approved the Agreement, including a verbal amendment to the written document that the City be responsible for the payment of all utility costs incurred by the Contractor in connection with the operation and management of the Center; and

WHEREAS, the City and the Contractor desire to modify the Agreement to incorporate the amendment approved by the City Council on December 17, 2003;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Agreement dated February 5, 2003, is hereby amended as follows:

1. **Section 304, "Maintenance Obligations of the City."** Extend the time period for the payment of the utility costs by the City.

DELETE:

"4. Maintain and be responsible for the payment of all utilities to the Contract Area for one year commencing on January 1, 2003, and expiring on December 31, 2003, unless otherwise agreed to by the parties of this Agreement is amended in writing."

INSERT:

"4. Assume responsibility for the payment of all utilities to the Contract Area commencing on January 1, 2003, and continuing through the duration of the Agreement, including all extensions thereto, unless otherwise agreed to in writing by the parties of this Agreement."

2. **General.** In the event of any conflict between the unmodified Agreement and this Amendment, the provisions of Amendment No. 1 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

10/10/07

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERALY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-21-07
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA

MICHAEL A. LUBBE, President

"Contractor"

AMENDMENT NO. 2 TO THE AGREEMENT FOR THE OPERATION AND MANAGEMENT OF DURANGO HILLS COMMUNITY CENTER

THIS AMENDMENT NO. 2 (the "Amendment") is being entered into this 6th day of February, 2008, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (the "Contractor"), a not-for-profit Nevada corporation, having its principal office at 4141 Meadows Lane, Las Vegas, Nevada 89107.

The Agreement between the City and the Company dated February 5, 2003, with its Amendment No. 1 dated October 10, 2007 is hereby modified as follows:

1. Part II-Section A [§ 201] – Term and Renewal. Exercise a renewal period for a five (5) year period , and extend the remaining renewal period from three (3) to five (5) years.

Delete: This Agreement shall be for an initial term of five (5) years commencing on January 22, 2003. This Agreement may be renewed for two (2) additional three (3) year periods.

Insert: This Agreement shall be effective from January 22, 2003 through January 21, 2013. The City may, at its sole option, extend the performance period for up to one (1) five-year period January 21, 2013.

2. Part III-Section [§300] Operations, [§33]C, Maintenance Obligations of Contractor. Add new maintenance provisions.

Add:

8. Pool Heating. The Contractor will cooperate with the City to ensure that the heating of the pools will comply with air quality control standards. The Contractor will pay for the annual air quality control permit fees and inspection. The Contractor will only heat the outdoor pool during the seasonal period from Memorial Day through Labor Day. Should a third party request the rental and heating of the outdoor pool during the non-seasonal period, the YMCA will refer the third party directly to the City for consideration. With YMCA concurrence, not to be unreasonably withheld, the City will provide a rental fee quote to the third party. The YMCA will collect the fee and credit it back to the City as reimbursement for utility heating expense. The YMCA will be responsible for all other arrangements made with the third party which may include, lifeguard services, cleaning, etc., and have the option to charge fees for the reimbursement of such services.

9. The Contractor will maintain and repair the fire extinguisher/fire alarm & suppression system.

10. The Contractor will be financially responsible for the monthly security system maintenance and fire alarm maintenance for the Contract Area.

3. **Part III-Section [§300] Operations, [§34]D, Maintenance Obligations of the City.** Add a provision allowing for a credit to the City for assuming maintenance responsibilities.

Add: 5. Credit for Maintenance Expense. Should the City elect to assume responsibility for maintenance and repair services provided in Subsection [§33]C. (Maintenance Obligations of Contractor), the Contractor shall credit back maintenance expenses on the monthly utility invoice.

4. **Part III-Section [§300] Operations, [§35]E, User Fees, Program Schedule, and Budget.** Revise the facility joint use provision.

Delete: The second paragraph in its entirety that reads as follows:

The Contractor shall cooperate with the City for not less than ten percent (10%) joint-use scheduling of the Center and not less then ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. The Contractor agrees that the City's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours or other hours as requested by the City. Contractor agrees that the City may schedule special events with (10) days advance notice. The contractor may also provide use of the Center to community organizations; however, the use by community organizations shall not apply towards the City's ten percent (10%) joint use schedule.

Insert: The second paragraph to read as follows:

The Contractor and the City agree to share use of the Contract Area for City Departments and Programs at no cost. The Contractor and the City will meet on a regular basis to schedule Programs and other activities. The City's Leisure Service Programs will have first priority based upon space availability. Other City Departments and functions will schedule their use through the City Contract Manager who will coordinate the dates with the Contractor's staff. Examples of the kinds of other uses that may arise include, but are not limited to, the following examples:

I. Public Meetings set by the Mayor, City Council or City Manager's Office to gain community input;
II. Neighborhood Service Department meetings, officially recognized Neighborhood and Homeowner Associations, forums and health fairs;
III. Planning Department meeting to discuss development issues with residents of Northwest Las Vegas;
IV. Meetings to inform the public about public safety issues, concerns or education by the Fire Department, Metro or other City Public Safety programs;
V. Intergovernmental meetings to discuss flood preparedness, transportation issues, land use, etc.; and
VI. City staff meetings for City training, retreats and other operational related issues.

The City will take care to schedule through the City Contract Manager and the Contractor will be given as much advance notice as possible. Outside Community Organizations or entities will schedule directly through the Contractor and it will be the Contractor's discretion whether to rent space or provide space at no cost.

5. Part III-Section [§300] Operations, [§36]F, Contractor Operating Records. Add a new requirement for the Contractor to comply with City audit recommendations.

Add: A new paragraph to read as follows:

The Contractor shall comply and implement City audit recommendations to its operational and accounting practices during the term of the Agreement and any term extensions exercised, so long as the recommendations are consistent with generally accepted accounting principles.

6. Part III-Section [§300] Operations, [§38]H, Repairs, Alterations and Damage. Add a new provision in regards to damage and vandalism reporting requirements.

Add: A fourth paragraph to read as follows:

The Contractor shall report to the City all damage or vandalism in excess of One-Thousand Dollars to the Center or any damage that requires closure to the Center. The Contract shall report to the City any and all personal injury asserted by users utilizing the Center.

7. Part III-Section [§300] Operations, [§315]N, Fixtures, Furnishings, Equipment and Personal Property. Add a new provision to address disposition of property in the event of an Agreement termination.

Add: A fourth paragraph to read as follows:

In the event this Agreement is terminated pursuant to Section [§700] (Defaults, Remedies and Termination), the City at its discretion, may assume the obligations of any leases for FF&E.

8. Part III-Section [§300] Operations. Add a new subsection for Community Needs Survey and Assessment.

Add: O. [§316] Community Needs Survey and Assessment

The Contractor will employ a number of tools and strategies to determine community needs and desires, and to also evaluate how those needs are met. As part of this effort, and at its own expense, the Contractor may send a direct mail survey to local residents, conduct focus group meetings with local residents, review local demographic information and assess other local services provided in the community. On an annual basis, the Contractor will appraise program quality levels of program participation and customer satisfaction through a variety of methods to include program audits, written evaluations, focus groups, customer's suggestion box, and an annual customer satisfaction survey.

9. Part IV – Section [§400] Personnel, [§402] B, Equal Opportunity, Americans With Disabilities Act and Drug Free Workplace. Delete the flow-down requirement for subcontractor compliance.

Delete: The last line of the third paragraph that reads as follows:

Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned titles.

10. Part VII – Section [§700] Defaults, Remedies and Termination, [§79] F, Additional Remedies. Add a provision for the City's right to terminate for convenience.

Add:

3. The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs for services performed and equipment purchased through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Contractor within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Contractor. The City is not liable for the reimbursement of deferred revenue gained through membership sales.

11. Part VIII- Section [§800] General Provisions, [§86]G, Attorney Fees. Delete this provision

Delete: In its entirety.

12. General. In the event of any conflict between the Agreement as previously amended and this Amendment, the provisions of Amendment No. 2 take precedence. All other agreement terms and conditions remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

2/6/08

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

~~BEVERALY K. BRIDGES, CMC~~
City Clerk BEVERLY K. BRIDGES CMC

APPROVED AS TO FORM:

Robert S. Sylvain 1-22-08
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

MICHAEL A. LUBBE, President

"Contractor"

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Vegas Field Office
4701 North Torrey Pines Dr
Las Vegas NV 89130
www.blm.gov/nv/

TAKE PRIDE IN AMERICA

NOV 19 2009

In Reply Refer to:
N-57555-01
2740 (NV-056)

City of Las Vegas, 4th Floor
Robin Yoakum, Real Estate & Utilities
Department of Field Operations
400 Stewart Ave.
Las Vegas, NV 89101

Dear Ms. Yoakum:

The Bureau of Land Management (BLM) Las Vegas Field Office has completed its review of the agreement entered into on October 10, 2007, between the City of Las Vegas and the Young Men's Christian Association (YMCA) of Southern Nevada entitled "Agreement regarding the payment of utilities for the Durango Hills Park and Community Center."

The agreement meets the intentions and is in conformance with the Recreation and Public Purposes Act, as amended (43 U.S.C. Sections 869 et seq.).

Any amendments to this agreement must also be approved by the BLM Las Vegas Field Office prior to implementation.

Sincerely

Mark R. Chatterton
Assistant Field Manager
Non-Renewable Resources

AMENDMENT NO. 1 TO THE AGREEMENT FOR THE OPERATION AND MANAGEMENT OF DURANGO HILLS COMMUNITY CENTER

THIS AMENDMENT NO. 1 (the "Amendment") is being entered into this 10th day of October, 2007, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (the "Contractor"), a not-for-profit Nevada corporation, having its principal office at 4141 Meadows Lane, Las Vegas, Nevada 89107.

RECITALS

WHEREAS, the City and Contractor have entered into an agreement dated December 17, 2003, (the "Agreement") which provides for the operation and management of the Durango Hills Community Center (the "Center") by the Contractor; and

WHEREAS, at its meeting on December 17, 2003, the City Council approved the Agreement, including a verbal amendment to the written document that the City be responsible for the payment of all utility costs incurred by the Contractor in connection with the operation and management of the Center; and

WHEREAS, the City and the Contractor desire to modify the Agreement to incorporate the amendment approved by the City Council on December 17, 2003;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Agreement dated February 5, 2003, is hereby amended as follows:

1. **Section 304, "Maintenance Obligations of the City."** Extend the time period for the payment of the utility costs by the City.

DELETE:

"4. Maintain and be responsible for the payment of all utilities to the Contract Area for one year commencing on January 1, 2003, and expiring on December 31, 2003, unless otherwise agreed to by the parties of this Agreement is amended in writing."

INSERT:

"4. Assume responsibility for the payment of all utilities to the Contract Area commencing on January 1, 2003, and continuing through the duration of the Agreement, including all extensions thereto, unless otherwise agreed to in writing by the parties of this Agreement."

2. **General.** In the event of any conflict between the unmodified Agreement and this Amendment, the provisions of Amendment No. 1 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

10/10/07

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERALY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-21-07
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA

MICHAEL A. LUBBE, President

"Contractor"

Exhibit 2

Durango Hills Community Center

EXHIBIT "3"

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.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 1 **Contracting Entity**	**Block 2** **Description**
Imagine School in the Valle	**Subject Matter of Contract/Agreement**
	License Agreement
Name: *Imagine School in the Valle*	
Address 3521 N. Durango Dr. Las Vegas, NV 89129	
Telephone 702-287-4510	
EIN or DUNS EIN: 20-4359631	**RFP#**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: Charter School – Governing Board

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.	Christina Fuentes, Pres	3521 N. Durango Dr. Las Vegas, NV 89129	
2.	Anne Barnes, Treasurer	3521 N. Durango Dr. Las Vegas, NV 89129	
3.	Vernon Law, VP	3521 N. Durango Dr. Las Vegas, NV 89129	
4.	Michael Pickett	3521 N. Durango Dr. Las Vegas, NV 89129	
5.	Beverly Moore	3521 N. Durango Dr. Las Vegas, NV 89129	

6.	Berta Norwood , Sec.	3521 N. Durango Dr. Las Vegas, NV 89129	
7.			
8.			
9.			
10.			

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 1 **Contracting Entity**	**Block 2** **Description**
YMCA of Southern Nevada	**Subject Matter of Contract/Agreement** **License Agreement**
Name 4141 Meadows Lane Las Vegas, NV 89107	
Address 702-877-9622	
Telephone 88-0059266	
EIN or DUNS	**RFP#**

Block 3 **Type of Business**

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

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Michael Lubbe	4141 Meadows Lane LV, NV 89107	702-877-9622
2.			
3.	YMCA Board of Directors - See attached list		
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 6 .

YMCA OF SOUTHERN NEVADA
BOARD OF DIRECTORS

7/2009

NAME	ADDRESS	PHONE	FAX
Baker, John	Harrah's Entertainment, Inc. SVP, Enterprise Effectiveness One Caesars Palace Drive Las Vegas, NV 89109 jobaker@harrahs.com	407-6324	
Bobak, Lisa	Soirées Catering and Events Owner 5165 W. Oquendo Road Las Vegas, NV 89118 soireeslisa@yahoo.com	364-0065 604-6834	364-8551
Bradley, Larry	Pro Group Management 175 East Reno, #C-9 Las Vegas, NV 89119 larrybradley@pgmnv.com	740-4380	740-4381
Campbell, Steven	Campbell Development Company 7912 West Sahara Avenue Las Vegas, NV 89117 scampbell@campbelldevelopmentco.com	835-0900	835-0911

NAME	ADDRESS	PHONE	FAX
Crawford, Rick	Green Valley Grocery 1580 S. Jones Blvd. Las Vegas, NV 89146 rcrawford@gvgrocery.com	367-1539 367-0056	216-2150
Evans, Sean	WAL* MART District Manager Store 2837 4350 N. Nellis Blvd. Las Vegas, NV 89115 spevans@wal-mart.com	643-1417	643-6053
Fleming, Allan	General Manger Las Vegas Review-Journal P.O. Box 70 1111 W. Bonanza Road Las Vegas, NV 89125-0070 afleming@reviewjournal.com	383-0236	383-0402
Fraim, Richard	87 Princeville Lane Las Vegas, NV 89113 dfraim@cox.net	367-9610 592-8623 C	365-9831
Garcia, Joseph	President SR Construction 3579 Redrock Street Las Vegas, NV 89103 jgarcia@srconstructionlv.com	877-6111	258-6326

NAME	ADDRESS	PHONE	FAX
Glaser, Robert Treasurer	9741 Plateau Heights Place Las Vegas, NV 89144 rglaser60@aol.com	355-0022	
Haller, Karen	Assistant General Counsel Southwest Gas Corp. 5241 Spring Mountain Road Las Vegas, NV 89150 karen.haller@swgas.com	364-3191	252-7283
Heinrich, Greg	President Fairway Chevrolet 3100 E. Sahara Avenue Las Vegas, NV 89104 gwhceo@aol.com	641-1401 558-2455 Henderson	641-8037
Jansen, William D.	Justice of the Peace Clark County Court 200 Lewis 8th Floor Las Vegas, NV 89155 shros@clarkcountycourts.us	671-3381	671-3472
Keeton-Cardno, Lynda	Lynda R. Keeton CPA, LLC 375 N. Stephanie St. Bldg 2 Henderson, NV 89014 lcardno@keetoncpa.com	914-0253 ext 225	914-0293

NAME	ADDRESS	PHONE	FAX
Little, Martin Secretary	Jolley, Urga, Wirth & Woodbury 3800 Howard Hughes Parkway 16th Floor Las Vegas, NV 89109 MAL@JUWW.com	699-7500 699-7516	699-7555
Mack, Michael	The Mack Group 7475 W. Sahara Avenue, #100 Las Vegas, NV 89117 mmack9@cox.net	362-1111 274-6225	317-3524
Martin, Rod Chairman	Majestic Realty 4155 W. Russell Road, #C Las Vegas, NV 89118 rmartin@majesticrealty.com	896-5564	896-4838
Martinez, Jeff	Martinez & Associates 6145 S. Rainbow Blvd. #105 Las Vegas, NV 89118 jeff@mtztax.com	524-9529 736-2208	736-6004
McGough, Rick	Credit One Bank 585 Pilot Road Las Vegas, NV 89118 RMcGough@creditone.com	269-1093 274-9882	269-1277

NAME	ADDRESS	PHONE	FAX
Pate, Vince	EMBARQ 330 S. Valley View Las Vegas, NV 89107 Vincent.B.Pate@EMBARQ.com	244-6440 349-6440	244-6870
Price, Bryan	Flooring Solutions 2829 Synergy Street North Las Vegas, NV 89030 bryanfsi@msn.com	399-9003 429-6797	399-9004
Randazzo, Philip	Nevada Benefits 9505 Hillwood Drive, #100 Las Vegas, NV 89134 phil@nvbene.com	258-1995	995-0024
Seedig, Larry Past Chairman	USAA Savings Bank 3773 Howard Hughes Parkway #190N Las Vegas, NV 89109 larry.seedig@usaa.com	862-8891	862-8890
Stockton, Kevin	Centennial Hills Hospital Medical Center 6900 N. Durango Las Vegas, NV 89131 Kevin.Stockton@uhsinc.com	835-9701	835-9780
Thomas, David	G. Dallas Horton & Associates Associate Attorney 4435 South Eastern Avenue Las Vegas, NV 89119 mfries@gdallashorton.com	380-3100	385-3101

NAME	ADDRESS	PHONE	FAX
Thomas, Jason	Fair, Anderson & Langerman 3065 S. Jones Blvd., #100 Las Vegas, NV 89146 Jason@falcpa.com	870-7999	870-7342
Velarde, Jerry	Nevada Financial Consulting 601 Proud Eagle Lane Las Vegas, NV 89144 JerryVelarde@gmail.com	562-0500 521-9600	243-2271
Watkins, Michael	Touchpoint 6585 High Street, #115 Las Vegas, NV 89113 mwatkins@touchpointrma.com	270-8772	968-8617

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of an amendment to the operating agreement between the City of Las Vegas and the Young Men's Christian Association (YMCA) that allows the City to enter into an agreement for additional uses of the Durango Hills Community Center, located at 3499 North Durango Drive - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The amendment to the operating agreement between the City and YMCA will allow either the City or YMCA to approach the other entity about additional uses of the facility not normally associated with recreational purposes as defined in the operating agreement. Any such use of the facility will require the approval of both the City Council and the management of the YMCA and may require additional approval from the Bureau of Land Management.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 3 to the agreement for the operation and management of Durango Hills Community Center

AMENDMENT NO. 3 TO THE AGREEMENT FOR THE OPERATION AND MANAGEMENT OF DURANGO HILLS COMMUNITY CENTER

This AMENDMENT NO. 3 TO THE AGREEMENT FOR THE OPERATION AND MANAGEMENT OF DURANGO HILLS COMMUNITY CENTER (the "Amendment") is made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101 and the Young Men's Christian Association of Southern Nevada ("YMCA" or "Contractor"), a not-for-profit Nevada corporation, having its principal office at 4141 Meadows Lane, Las Vegas, Nevada 89107.

The Agreement between the City and YMCA dated February 5, 2003, with its Amendment No. 1 dated October 10, 2007, and its Amendment No. 2 dated February 6, 2008 is hereby modified. Language stricken with ~~strikethrough~~ is hereby deleted, underlined language is hereby added as follows:

1. Part III-Section [§300] Operations, [§35]E, User Fees, Program Schedule, and Budget as amended by Amendment No. 2:

The City and Contractor acknowledge that the Center is controlled by the City and operated by the Contractor, in accordance with this Agreement and the RPP Act.

~~The Contractor shall cooperate with the City for not less than ten percent (10%) joint-use scheduling of the Center and not less than ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. The Contractor agrees that the City's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours or other hours as requested by the City. Contractor agrees that the City may schedule special events with ten (10) days advance notice. The Contractor may also provide use of the Center to community organizations; however, the use by community organizations shall not apply towards the City's ten percent (10%) joint use schedule.~~ **[Language previously stricken by Amendment No.2]**

The Contractor and the City agree to share use of the Contract Area for City Departments and Programs at no cost. The Contractor and the City will meet on a regular basis to schedule Programs and other activities. The City's Leisure Service Programs will have first priority based upon space availability. Other City Departments and functions will schedule their use through the City Contract Manager who will coordinate the dates with the Contractor's staff. Examples of the kinds of other uses that may arise include, but are not limited to, the following examples:

I. Public Meetings set by the Mayor, City Council or City Manager's Office to gain community input;
II. Neighborhood Service Department meetings, officially recognized Neighborhood and Homeowner Associations, forums and health fairs;
III. Planning Department meeting to discuss development issues with

residents of Northwest Las Vegas;

IV. Meetings to inform the public about public safety issues, concerns or education by the Fire Department, Metro or other City Public Safety programs;

V. Intergovernmental meetings to discuss flood preparedness, transportation issues, land use, etc.; and

VI. City staff meetings for City training, retreats and other operational related issues.

The City will take care to schedule through the City Contract Manager and the Contractor will be given as much advance notice as possible. Outside Community Organizations or entities will schedule directly through the Contractor and it will be the Contractor's discretion whether to rent space or provide space at no cost. **[Language previously added by Amendment No. 2]**

Programs offered at the City from time to time shall be generally based on perceived need. The City shall have final approval over the Program Schedules of the Center. The Contractor shall submit to the City for review and approval the scheduling and use of the Center (the "Program Schedule") and may revise its Program Schedule from time to time by submitting proposed changes to the City. The City shall have fifteen (15) days from receipt of any such submission in which to provide Contractor with its comments, if any, in writing. If the City provides comments, the parties shall meet to make Program Schedule and/or changes agreeable to both. If the City does not provide any such comments, the Program Schedule and/or revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter or on such later date as they may be scheduled.

No later than thirty (30) days prior to the proposed effective date of a fee schedule, the Contractor shall submit a proposed fee schedule (the "Fee Schedule") and the City shall have fifteen (15) days to comment on the proposed Fee Schedule. If the City should object to the proposed Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Contractor to submit a revised Fee Schedule. The City shall have final approval of the Fee Schedule. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter. The Contractor and the City agree that no more than a reasonable charge may be imposed or collected for the use of the Center and that any and all fees or charges for Contractor use of the Center and its facilities may not exceed fees or charges imposed by other comparable installations.

The City and Contractor acknowledge that there may be additional uses of the Center contemplated by either the City or the Contractor that would not otherwise be considered as a "use as a sports or recreation center and other uses ancillary thereto" pursuant to Part VI [§600]-USE OF THE CENTER, [§61] A. Uses., but are otherwise permitted under the RPP Act. If the City or the Contractor desire to permit such a use at the Center, the Parties must comply with Part VI [§600]-USE OF THE CENTER, [§63]C, herein.

The United States reserves the right to review the Fee Schedule, in accordance with the RPP Act. Income generated from fees and considered an "overage" may be used by the City for capital improvements on this site. "Overage" as used herein, means aggregate fees for the approved programs as authorized by the City hereunder, less the aggregate expenses of providing such programs, on an annual basis.

2. Part III-Section [§300] Operations, [§36]F. Contractor Operating Records:

Throughout the term of this Agreement, all revenue generated from the Center, including, but not limited to, user fees, class fees, and other fees or charges shall be collected and retained by the Contractor, on behalf of the City. All revenue shall be collected, handled and deposited in accordance with the cash handling procedures as designated by the City Treasurer. The Contractor shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation in accordance with generally accepted accounting principles.

In the event that the Parties choose to permit another use at the Center pursuant to Part VI [§600]-USE OF THE CENTER, [§63]C, herein, any revenue allocated to the Contractor from such use is to be considered funds "collected" or "generated" from the operation of the Center, and such revenue shall be collected, retained, deposited and reported by the Contractor, on behalf of the City, in the same manner as any funds "collected" or generated" from the operation of the Center as provided herein.

The City, at all times throughout the term of this Agreement or any extension thereof and for up to five (5) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to the Contractor's operation hereunder, provided that the Contractor shall not be required to retain such books of account and records for more than five (5) years after the end of each year of this Agreement. The books of account and records shall reflect all expenses and revenues associated with the Center. The Contractor shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the City and as the normal course of operation shall dictate.

All source records of gross revenue shall be prepared by the Contractor. These records shall be maintained by the Contractor. All databases for such purpose will be maintained by the Contractor, and Contractor shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of five (5) years.

The City shall make available to the United States, in accordance with the RPP Act, copies of the annual profit and loss statements, as well as any incidental financial and operating statements reflecting all expenses and revenue associated with the Center.

VI. [§ 600] USE OF THE CENTER

[§61] **A. Uses**

The Contractor covenants and agrees that during the term of this Agreement, the Contractor shall apply the Center for use as a sports and recreation center and other uses ancillary thereto. The foregoing covenant shall run with the land in perpetuity unless the Lease/patent would be terminated or relinquished by the City in accordance with the RPP Act and its implementary regulations.

[§62] **B. Obligation to Refrain From Discrimination**

The Contractor covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Center nor shall the Contractor itself or any person claiming under or through the Contractor establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Center. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

[§63] **C. Other Uses Permitted by RPP Act; Procedure**

The City and Contractor acknowledge that there are other uses of the Center that are appropriate under the RPP Act that are not necessarily within the scope of use of the Center "as a sports and recreation center and other uses ancillary thereto." The Contractor acknowledges that as the operator of the Center on behalf of the City, it must only permit those uses that are consistent with this Agreement, the RPP Act and subject to the same limitations as the City regarding use of the Center as the owner, and cannot permit a use exceeding the scope of this Operating Agreement without consulting with the City regarding such use permitted under the RPP Act but not permitted under the scope of this Agreement.

In order to efficiently address the permissibility of any additional uses, proposed by either the City or YMCA, the Parties agree to the following:

1. Either the City or the Contractor can propose a use for the facility ("the Proposing Party") that is outside the scope of this Agreement, but permitted under the RPP Act in writing to the other Party (the "Responding Party");
2. The request must comply with the RPP Act, and the BLM must provide positive guidance on the proposed use;
3. The Responding Party must provide a written response to the Proposing Party, indicating approval or denial of the use;

4. If the Responding Party indicates approval of the proposed use, the Parties must negotiate a temporary, non-exclusive license for the use of space among the City (as owner), the YMCA (as operator) and the third party providing the proposed use;
5. Such Agreement must comply with all Federal, State and Local laws;
6. The use of space must be temporary in nature, the use of space must not displace scheduled public activities, and the use of space must be non-exclusive, such that the proposed use only occupies space during its use, and the space is otherwise free for use as needed; and
7. The City and YMCA shall negotiate a division of the revenue from such a license between the YMCA, on behalf of the City, for use at the Center and the City for use towards the payment of capital expenses at the Center.

If the necessary license of space is approved by all parties to the license, then the Operator may utilize the Center as indicated in the license.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives. This Agreement is not effective until such time as it is executed by the United States Bureau of Land Management.

THE CITY OF LAS VEGAS

_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS, DCA

. . .

. . .

YOUNG MEN'S CHRISTIAN ASSOCIATION

Michael Lobbe

By: Michael Lobbe

Its: CEO

APPROVAL BY BUREAU OF LAND MANAGEMENT

The foregoing Operating Agreement has been reviewed and approved by the United States of America, acting by and through the Bureau of Land Management, to be in conformance with the Recreational and Public Purposes Act, as amended (43 U.S.C. Sections 869, et seq.).

DATED: _____

UNITED STATES OF AMERICA
BUREAU OF LAND MANAGEMENT
By: _____

Its: _____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval authorizing staff to submit an amended Plan of Development to the Bureau of Land Management for the City's existing Recreation and Public Purpose Lease, N-57555, located in the vicinity of Cheyenne Avenue and Durango Drive, with a physical address of 3499 North Durango Drive (APN 138-08-701-013) - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to include within our existing Plan of Development classroom space for Imagine School in the Valle.

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents from the BLM necessary to maintain this Plan of Development in good standing with the BLM.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Contract with Clark County for the FY 2010 State Emergency Response Commission (SERC) United We Stand (UWS) grant in the amount of $3,513.56 (Multi-Purpose Special Revenue Fund) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The agreement between Clark County and the City of Las Vegas provides for reimbursement of $3,516.36 for Equipment funds for a Haz-Mat Research Tool for the Emergency Management Program. The Haz Master Researcher enhances in the identification, corrective actions, precautions, and safety of response personnel and the community they serve to protect. It stores 56,000 chemical agents showing signs and symptoms, first aid, protective clothing needed, decontamination, etc. This is available to the responders without the need for internet or wireless services.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract between Clark County and City of Las Vegas
2. Local, State and Federal Assurances Documentation
3. Tribal and Local Jurisdictions Compliance Activities

INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY LAS VEGAS

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, State Emergency Response Commission for participation in the FY 2010 SERC/UWS Grant – Planning, Training, Supplies and Equipment, Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to purchase a "HAZ Master Research Tool" and

WHEREAS, the County has agreed to provide FY10 SERC/United We Stand (UWS) Grant Planning, Training, Supplies and Equipment funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its SERC/UWS Grant – Planning, Training, Supplies and Equipment as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to purchase a "HAZ Master Research Tool"; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. **OEMHS shall provide a maximum of THREE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND FIFTY SIX CENTS ($3,513.56) from fiscal year 2010 funds for the SERC/UWS Grant – Planning, Training, Supplies and Equipment.**

2. **Subrecipient agrees to use the funds to purchase the "HAZ Master Research Tool" as set forth in Exhibit "A".**

3. **Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.**

4. **Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**

5. It is specifically understood and agreed by Subrecipient that OEMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.

6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:

   a. This Contract shall be completed by June 30, 2010 an extension after the June 30, 2010 deadline must be requested in writing, to the Manager of OEMHS.

   b. May be terminated by any party, for any reason with written notice of at least 60 days.

7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.

8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.

9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than $300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Diana Blake, Grant Program Administrator, and Clark County Office of Emergency Management & Homeland Security.

ENTERED INTO this _____ day of _____, 2009.

ATTEST:

By:_____
Shirley Parraguirre, County Clerk

Date: _____

CLARK COUNTY

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Foley, Deputy District Attorney

Date: 7/27/09

ATTEST:

By: _____
City Clerk

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

APPROVED AS TO FORM:

By: _____
Bradford Jerbic, City Attorney

Date: 8/11/09

Exhibit "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FY10 SERC/UWS GRANT PLANNIG, TRAINING, SUPLIES AND EQUIPMENT

City of Las Vegas:

HAZ Master Research Tool		**$3,513.56**
	Total	**$3,513.56**
	Total Requesting	**$3,513.56**

(Continued)
Exhibit "A"
CITY OF LAS VEGAS – FY 10 SERC/UWS GRANT PLANNING, SUPPLIES, TRAINING AND EQUIPMENT

1. Clark County will provide **THREE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND FIFTY SIX CENTS** ($3,513.56) in fiscal year 2010 FY10, SERC/UWS Grant Planning, Training, Supplies and Equipment funds (the "funds"), to the City of Las Vegas for a HAZ Master Research Tool.

2. Sub recipient will provide notice to Clark County Office of Emergency Management and Homeland Security of any program changes for which fiscal year 2010 SERC/UWS Grant Planning, Training, Supplies and Equipment funds are allocated under the provisions of this interlocal agreement.

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security
Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.

2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.

3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.

4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.

5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.

7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.

8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies

11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

January 15	-	(for reporting period October 1 to December 31)
April 15	-	(for reporting period January 1 to March 30)
July 15	-	(for reporting period April 1 to June 30)

October 15 - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.

13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.

14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.

15. **Request for Advancement** – The advancement of funds process are as follows: 1) subgrantee completes and submits a Request for Advancement form to OEMHS along with a vendor invoice. 2) Clark County OEMHS submits the form to NDEM. 3) NDEM advancement check is deposited into the Clark County financial account. 4) Clark County advancement check is issued to the subgrantee.

16. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.

17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.

18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.

19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.

21. The applicant assures the fiscal accountability of the funds received from the LEPC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.

22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.

23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.

26. The applicant fully understands Clark County OEMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

GOVERNMENTAL UNIT *(I.E., CITY MANAGER, MAYOR)*

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Please return a copy of the signed assurances along with the Interlocal Contracts to:

Clark County Emergency Management & Homeland Security
Attn: Shalene Ferreira
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89106

APPROVED AS TO FORM
8/4/09
James B. Lewis Date
Deputy City Attorney

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3. It will comply with provisions of federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the federal/state grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal/state grantor agency of the existence of any such properties and by (b) complying with all requirements established by the federal/state grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate**

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly financial report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.

2. The final Financial Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of the final claim.

3. Grantee/Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. Requests must be made on the Project Change Request form.

4. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.

5. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee/subgrantee has failed to comply with the conditions of this agreement.

6. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

7. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87, or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

8. To the extent permitted by law, Grantee/subgrantee shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

9. Required documentation for the performance of internal audits must be provided upon DEM request within 30 days. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.

10. NIMS compliance see attached appendix A.

NAME:_____ TITLE: _____

SIGNATURE: _____ DATE: _____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly program report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.

2. The final Program Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of final claim.

3. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee has failed to comply with the conditions of this agreement.

4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

5. If this grant funds any form of written or visual material that identifies employees of DEM, prior approval must be obtained from the DEM before publishing or finalization.

6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM.

7. Grantee/sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by grantee/sub-grantee or its agents or employees.

8. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.

9. In accordance with the Statewide Investment Justifications all funding granted from the State Administrative Agency (SAA) must be applied statewide with appropriate sub-grants memorialized with appropriate memorandum of understanding (MOU's).

NAME:_____ TITLE: _____

SIGNATURE:_____ DATE: _____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

Appendix A

TRIBAL GOVERNMENT AND LOCAL JURISDICTION COMPLIANCE ACTIVITIES: FEDERAL FISCAL YEAR 2006 (OCTOBER 1, 2005-SEPTEMBER 30, 2006)

In March 2004, the Secretary of Homeland Security, at the request of the President, released the National Incident Management System (NIMS). The NIMS is a comprehensive system that improves tribal and local response operations through the use of the Incident Command System (ICS) and the application of standardized procedures and preparedness measures. It promotes development of cross-jurisdictional, statewide, and interstate regional mechanisms for coordinating response and obtaining assistance during a large-scale or complex incident.

Tribal and local authorities, not federal, have the primary responsibility for preventing, responding to, and recovering from emergencies and disasters. The overwhelming majority of emergency incidents are handled on a daily basis by a single jurisdiction at the local level. It is critically important that all jurisdictions comply with the NIMS because the challenges we face as a nation are far greater than the capabilities of any one jurisdiction; they are not, however, greater than the sum of all of us working together through mutual support. Homeland Security Presidential Directive 5 (HSPD- 5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state[1] and local[2] jurisdictions to implement the NIMS to receive federal preparedness funding.

NIMS compliance should be considered and undertaken as a community-wide effort. The benefit of NIMS is most evident at the local level, when a community as a whole prepares for and provides an integrated response to an incident. Incident response organizations (to include local public health, public works, emergency management, fire, emergency medical services, law enforcement, hazardous materials, private sector entities, non-governmental organizations, medical organizations, utilities, and others) must work together to comply with NIMS components, policies, and procedures. Implementation of the NIMS in every tribal and local jurisdiction establishes a baseline capability that once established nationwide, can be used as a foundation upon which more advanced homeland security capabilities can be built.

Small and/or rural jurisdictions will benefit from a regional approach. In many instances smaller communities may not have the resources to implement all elements of NIMS on their own. However, by working together with other localities in their regions, these jurisdictions will be able to pool their resources to implement NIMS.

[1] As defined in the Homeland Security Act of 2002, the term "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States." 6 U.S.C. 101 (14)

[2] As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments… regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

When NIMS is fully implemented, your local community or jurisdiction will be able to:

- Ensure common and proven incident management doctrine, practices, and principles are used to plan for, protect against, respond to, and recover from emergency incidents and preplanned events;
- Maintain a response operation capable of expanding to meet an escalating situation and the ability to integrate resources and equipment from intrastate and interstate mutual aid agreements, state-provided assistance, and federal government response;
- Order and track response assets using common resource typing and definitions, and draw on mutual aid agreements for additional assistance;
- Establish staging and allocation plans for the re-distribution of equipment, supplies, and aid coming into the area from other localities, states, or the federal government through mutual aid agreements;
- Conduct situational assessments and establish the appropriate ICS organizational structure to effectively manage the incident; and
- Establish communication processes, procedures and protocols that will ensure effective interoperable communications among emergency responders, 9-1-1 centers, and multi-agency coordination systems (Emergency Operations Centers).

In federal Fiscal Year 2005, the Secretary of Homeland Security provided guidance to each state, outlining initial actions that should be taken to implement the NIMS. The letter to the nation's governors included a list of recommended actions for tribal and local governments to help them work towards NIMS compliance. A copy of this letter is posted on the NIMS webpage at: http://www.fema.gov/nims/nims_compliance.shtm. Recommended FY 2005 NIMS activities included:

- Institutionalize the use of the Incident Command System;
- Complete the NIMS awareness course IS-700 NIMS: An Introduction;
- Formally recognize NIMS and adopt NIMS principles and policies;
- Establish a NIMS compliance baseline by determining the NIMS requirements that have already been met; and
- Develop a strategy and timeline for full NIMS implementation.

By completing these activities, communities will have made substantial progress toward full NIMS implementation by the start of Fiscal Year 2007 (i.e. October 1, 2006). In federal Fiscal Year 2006, tribes and local communities will be required to complete several activities to comply with the NIMS. The attached implementation matrix describes the actions that jurisdictions must take by September 30, 2006 to be compliant with NIMS.

Completion of these actions will position tribal and local communities to better manage prevention, response and recovery efforts. The matrix identifies activities that are underway by the NIMS Integration Center (NIC) to support the effective implementation of NIMS as well as activities that will be required for NIMS implementation in future years.

The matrix also provides information on where to find technical assistance resources to support these compliance actions. For example, the National Incident Management Capability Assessment Support Tool (NIMCAST) is an example of a product designed to assist communities in determining their current NIMS compliance baseline. The NIMS is much more than just a list of required elements; it is a new approach to the way we prepare for and manage incidents, one that will lead to a more effective utilization of resources and enhanced prevention, preparedness, and response capabilities. Moreover, full NIMS implementation is a dynamic and multi-year phase-in process with important linkages to the National Response Plan (NRP), the Homeland Security Presidential Directive - 8 (i.e. the "National Preparedness Goal") and the National Infrastructure Protection Plan (NIPP). Future refinement to the NIMS will evolve as policy and technical issues are further developed and clarified at the national level. This may well result in additional requirements being issued by the NIC as to what will constitute continuous full NIMS compliance in FY2007 and beyond.

More information on NIMS, NIMS compliance, and answers to frequently asked questions are available on the NIMS Integration Center Web page (http://www.fema.gov/nims).

NIMS Implementation Matrix for Tribal and Local Jurisdictions

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Community Adoption		
Adopt NIMS at the community level for all government departments and agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.	• Adopt NIMS through executive order, proclamation, resolution, or legislation as the jurisdiction's official all-hazards, incident response system. • Develop a baseline assessment of the NIMS implementation requirements that your jurisdiction already meets and using that baseline, develop a strategy for full NIMS implementation and maintenance. • The NIMS Capability Assessment Support Tool (NIMCAST) is available at: www.fema.gov/nimcast/index.jsp • Sample templates for executives: www.fema.gov/nims/nims_toolsandtemplates.shtm	• Amend or re-authorize, as necessary.
Command and Management		
Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.	• Institutionalize ICS: Terms and definitions: www.fema.gov/txt/nims/institutionalizing_ics.txt • Incorporate concepts and principles of NIMS Chapter II, Command and Management including ICS characteristics such as common terminology, modular organization, management by objectives, incident action planning, manageable span of control, pre-designated incident facilities, comprehensive resource management, integrated communications, transfer of command, unity of command, unified command, personnel and resource accountability, and information and intelligence management.	• Continue to manage incidents and events using ICS.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Multi-agency Coordination System: Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems, i.e develop and maintain connectivity capability between local Incident Command Posts (ICPs, local 911 Centers, local Emergency Operations Centers (EOCs) and state EOC.	• NIMS Chapter II, Command and Management.	• Revise and update processes and plans. • The Emergency Management Institute (EMI) is currently developing an independent study and classroom course on NIMS Multi-Agency Coordination Systems. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims. • The NIMS Integration Center will feature best practices on the NIMS Web page. See http://www.fema.gov/nims.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.	• NIMS Chapter II, Command and Management. • Public Information Training (E388, Advanced Public Information Officers and G290, Basic Public Information Officers)	• Revise and update processes and plans. • The Emergency Management Institute (EMI) is currently developing an independent study and classroom course on NIMS Public Information Systems. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims. • Information on who should complete these courses also will be posted on the NIMS Web page. • The NIMS Integration Center will feature best practices on the NIMS Web page. See http://www.fema.gov/nims.
Preparedness: Planning		
Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements.	• Assess which NIMS implementation requirements your community already meets. The NIMS Capability Assessment Support Tool (NIMCAST) is available to facilitate this: www.fema.gov/nimcast/index.jsp	• Update strategy as appropriate and close capability gap.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.	• A list of the Federal preparedness grant programs that have been reported to the NIC are available on the NIMS Web page at: www.fema.gov/nims • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • Catalog of Federal Domestic Preparedness Assistance (CFDA): http://www.cfda.gov	

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions	• 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm	• Update plans and SOPs, incorporating lessons learned and best practices from exercises and response operations. • Emergency Operations Plan (EOP) guidance is under development and will be posted on the NIMS Integration Center Web page at: www.fema.gov/nims.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations.	• EMAC model state-county mutual aid deployment contract: http://www.emacweb.org/?123 • EMAC model intrastate mutual aid legislation: http://www.emacweb.org/docs/NEMA%20Proposed%20Intrastate%20Model-Final.pdf	• Expand mutual aid agreements beyond support services and equipment to include information sharing. • Support and adopt the ongoing efforts of the NIMS Integration Center (NIC) to develop a national credentialing system. • Credentialing guidance is under development by the NIMS Integration Center. Throughout the development process, drafts will be posted on the NIMS Web page for review and comment by interested stakeholders. • Credential first responders in conformance with national standards.
Preparedness: Training		
Complete IS-700 NIMS: An Introduction	• On-line course: http://training.fema.gov/EMIWeb/IS/is700.asp • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • All personnel with a direct role in emergency preparedness, incident management, or response must complete this training	• Ensure that NIMS training is part of the program for all new employees, recruits and first responders who have a direct role in emergency preparedness, incident management, or response.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
		• The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims.
Complete IS-800 NRP: An Introduction	• On-line course available at: http://www.training.fema.gov/emiweb/IS/is800.asp • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides for who should complete this training. http://www.fema.gov/nims	• Ensure that NRP training is part of the program for all appropriate new employees, recruits and first responders. • The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Complete ICS 100 and ICS 200 Training	• ICS 100: http://www.training.fema.gov/emiweb/IS/is100.asp • ICS 100: http://www.usfa.fema.gov/training/nfa • ICS 200: http://www.training.fema.gov/emiweb/IS/is200.asp • ICS 200: http://www.usfa.fema.gov/training/nfa • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides guidance for who should complete this training. http://www.fema.gov/nims.	• Complete ICS 300 and ICS 400. • Complete training that may be required to satisfy credentialing standards. • Ensure that ICS training is part of the program for all new employees, recruits and first responders. • The NIMS Integration Center is working to establish a mechanism that will allow States and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims.
	Preparedness: Exercises	
Incorporate NIMS/ICS into all tribal, local and regional training and exercises.	• NIMS training information: www.fema.gov/nims/nims_training.shtm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm	• Continue to incorporate NIMS into all local training and exercises, to include drills, tabletop exercises, functional exercises, and full-scale exercises.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.	• 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf	• Continue to participate in NIMS -oriented exercises, to include drills, tabletop exercises, functional exercises, and full-scale exercises.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Incorporate corrective actions into preparedness and response plans and procedures.	• DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm	

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Resource Management		
Inventory community response assets to conform to homeland security resource typing standards.	• Propose modifications or new resource definitions to the NIMS Integration Center for inclusion in the resource typing effort. • Resource typing definitions: http://www.fema.gov/nims/mutual_aid.shtm	• Develop and implement a resource inventory, ordering, and tracking system. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Resource Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is available.
To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.	• ODP Equipment Program: http://www.ojp.usdoj.gov/odp/grants_goals.htm • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS SAFECOM Program: http://www.safecomprogram.gov/SAFECOM	

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Communication & Information Management		
Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.	• Incident response communications (during exercises and actual incidents) should feature plain English commands so they will be able to function in a multi-jurisdiction environment. Field manuals and training should be revised to reflect the plain English standard. • '10' codes may continue to be used during non-emergency, internal department communications.	• Continue featuring common terminology and plain English commands for all response activities. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Communication and Information Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is available.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Landlord Consent to Assignment and Assumption between the City of Las Vegas, Clearwire US LLC and Pegasus Tower Company, Ltd., for the assignment of the License Agreement to use the premises located at 4217 Vegas Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas has granted a license to Clearwire for placement of wireless communications equipment at the premises. Clearwire is requesting the City's consent to assign the current License Agreement. The City has agreed to give such consent upon the terms and conditions contained within the Landlord Consent to Assignment and Assumption Agreement.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Landlord Consent to Assignment and Assumption

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION

This LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION ("Consent") is entered into as of the ____ day of _____, 2009 by and among the City of Las Vegas, a Nevada municipal corporation, ("City"), Clearwire US LLC, a Nevada limited liability company ("Assignor") and Pegasus Tower Company, Ltd., a Virginia limited company ("Assignee").

RECITALS

WHEREAS, the City and Assignor are parties to that certain License Agreement dated March 18, 2009 with an effective date of October 1, 2009 (the "License"), pursuant to which the City has granted a license to Assignor to use certain premises within the boundaries of 4217 Vegas Drive, Las Vegas, Clark County, Nevada generally located in the vicinity of Vegas Drive and Valley View Boulevard (the "Premises") for placement of wireless communications equipment (the "Equipment");

WHEREAS, Assignor and Assignee intend to enter into that certain Assignment and Assumption of the License (the "Assignment Agreement") attached hereto as Exhibit A and incorporated herein by this reference, whereby Assignor will assign all of its right, title and interest in and to the License to Assignee;

WHEREAS, Assignor and Assignee have requested City's consent to the Assignment Agreement and the transaction described therein;

WHEREAS, City has agreed to give such consent upon the terms and conditions contained in this Consent; and

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Assignor and Assignee agree and represent as follows:

1. Assignment Agreement. Assignor and Assignee hereby represent and warrant that: (a) a true, complete and correct copy of the Assignment Agreement is attached hereto as Exhibit A; and (b) the Assignment Agreement will fully assign all of Assignor's right, title and interest in the License to Assignee as of the Effective Date set forth therein (the "Transfer").

2. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign its entire right, title and interest in the License to Assignee; (ii) has not transferred or conveyed its interest in the License to any person or entity, collaterally or otherwise; and (iii) has full power and authority to enter into the Assignment Agreement and this Consent.

Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and this Consent.

3. Assumption. Notwithstanding anything to the contrary contained in the Assignment Agreement, Assignee, for itself and its successors and assigns, pursuant to the Assignment Agreement, will assume and agree to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of the Assignor under the License, including but not limited to, the obligation to pay the City for all administrative fees, capital improvement donations, rent and other additional charges payable pursuant to the terms of the License. Nothing contained in the Assignment Agreement

shall be deemed to amend, modify or alter in any way the terms, covenants and conditions set forth in the License.

4. Release. Upon the Effective Date of the Assignment Agreement, the Assignor shall be relieved and released from any of its obligations under the License.

5. Review Fee. Upon Assignor's execution and delivery of this Consent, Assignor shall pay to the City the sum of $250.00 in consideration for Landlord's administrative costs to Assignor's request to review and approve the Assignment Agreement and this Consent.

6. City's Consent. In reliance upon the agreements and representations contained in this Consent, City hereby consents to the Transfer. This Consent shall not constitute a waiver of any right or obligation set forth in the License, nor shall it constitute a waiver of any existing defaults of Assignor under the License.

7. Notice Address. Any notices to Assignee shall be effective when served to Assignee at the following address: P.O. Box 233, Richlands, VA 24641. From and after the effective date of the Assignment, notices to Assignor shall be mailed to the following address: Clearwire US LLC, 4400 Carillion Point, Kirkland, WA 98033.

\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\

Left Blank Intentionally

\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\
\\\

8. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, City, Assignor, and Assignee have executed this Consent on the day and year first above written.

LANDLORD
City of Las Vegas, a Nevada Municipal Corporation

DATED: _____

_____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, CMC Date

APPROVED AS TO FORM:

By John S. Ridilla 8/11/09
Deputy City Attorney Date

ASSIGNOR
Clearwire US LLC., a Nevada LLC

DATED: 7/2/09

By: _____

Name: John A. Storch

Title: VP, Network Deployment

ASSIGNEE
Pegasus Tower Company, LTD

DATED: 7/14/09

By: _____, President

Name: Gary E. Heard

Title: President

EXHIBIT A

COPY of ASSIGNMENT and ASSUMPTION of LICENSE AGREEMENT
BETWEEN
ASSIGNOR and ASSIGNEE

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is made effective as of the last date of the signatures below (the "Effective Date"), by and between Clearwire US LLC, a Nevada limited liability company ("Assignor"), whose address is 4400 Carillon Point, Kirkland, WA 98033and PEGASUS TOWER COMPANY, LTD., a Virginia corporation ("Assignee"), whose address is P.O. Box 133, Richlands, VA 24641.

BACKGROUND RECITALS

WHEREAS, Assignor, as tenant, entered into that certain License Agreement with the City of Las Vegas, a municipal corporation of the State of Nevada, dated March 18, 2009, a copy of which is attached hereto as Exhibit A and incorporated by reference herein (the "Ground License "), which Ground License is for real property located in Clark County, Las Vegas, Nevada; and

WHEREAS, Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Ground License and Assignee has agreed to accept an assignment thereof and assume the obligations thereunder.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of $10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in, to and under the Ground License including any amendments to the Ground License.

3. Assignee hereby assumes, and agrees to pay, perform and discharge from and after the Effective Date all of the Assignor's debts, duties and obligations under the Ground License upon the terms and conditions set forth in the Ground License.

3. Except as expressly set forth herein, the terms of the Ground License shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby covenants, agrees and represents that consent of the fee owner, lessor or landlord under the terms of the Ground License is required for this assignment, and such consent has been obtained in accordance with the terms of the Ground License. A copy of such consent is attached hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Clearwire US LLC
A Nevada limited liability company

By: _____
Name: John A. Storch
Its: VP, Network Deployment

STATE OF Washington)
)
COUNTY OF King)

The foregoing instrument was acknowledged before me this 2 day of July, 2009 by John A. Storch, the VP ND [title] of Clearwire US LLC, a Nevada limited liability company, on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kirkland, WA.

_____
Notary Public-Print Name: Meghan K. Ernst
My commission expires 11-19-11
[Notary Public Seal]

ASSIGNEE:

PEGASUS TOWER COMPANY, LTD., a Virginia corporation

By: _____
Gary E. Hearl, President

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF TAZEWELL)

The foregoing instrument was acknowledged before me this 14 day of July, 2009 by Gary E. Hearl, the President of PEGASUS TOWER COMPANY, LTD., a Virginia corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richlands, Virginia.

_____
Notary Public-Print Name: _____

CYNTHIA C. SMITH
Notary Public
Commonwealth of Virginia
Reg. No. 7216134
My Commission Expires 2-31-2012

Notary Public Seal: C. SMITH CYNTHIA COMMONWEALTH OF Reg. No. 7216134 VIRGINIA NOTARY PUBLIC

EXHIBIT A
Attach Ground License

LICENSE AGREEMENT/CELL TOWER

SATELLITE YARD

This Land License Agreement (hereinafter "Agreement") is made this 18th day of March, 2009, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and Clearwire US LLC, a Nevada limited liability company (hereinafter "Clearwire").

WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, CLEARWIRE is in need of Wireless Communications System facilities, including, but not limited to antennae atop a slimline monopole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 4217 Vegas Drive, Las Vegas, NV, generally located in the vicinity of Vegas Drive and Valley View Boulevard, commonly known as CLV's Satellite Yard; and

WHEREAS, the facilities proposed to be constructed by CLEARWIRE will allow collocation by communications providers who, in accordance with all applicable Legal Requirements, will provide wireless communications services using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement of public land at the aforementioned location, permitting CLEARWIRE to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

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

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and CLEARWIRE, a Nevada limited liability company (hereinafter "CLEARWIRE").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").

2.2 "Cell Site" means a communication structure on the Premises including a building(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for CLEARWIRE's use and that of its sublenants, sublessees, licensees and customers.

2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 "Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system for wireless communication (including, without limitation, cellular telephone communication and/or personal communications) through which business and/or residential subscribers access and/or make telephone calls for voice or data using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a license to CLEARWIRE to enter the property consisting of approximately 323 square feet of property located at 4217 Vegas Drive, Las Vegas, NV; commonly known as CLV's Satellite Yard, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as **Exhibit "A"**. The Premises are licensed for the express purpose of CLEARWIRE constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans and any future expansion plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.2. Construction may include, but not be limited to, a telecommunications tower(s), equipment shelter(s), and security fencing. CLEARWIRE shall contact the City Real Estate Division, Robin Yoakum, at (702) 229-1022 ten (10) days prior to commencement of construction. CLEARWIRE shall exercise all due caution and make all repairs as soon as reasonably possible in the event any damage occurs during construction.

4. TERM:

4.1 The initial term of this Agreement is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Agreement by CLV (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, CLEARWIRE shall have the right to renew this Agreement for three (3) additional terms of five (5) years. This Agreement shall automatically be extended for each successive renewal term, unless CLEARWIRE notifies CLV in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

5.1 The total rental payment for the First year of the term of this Agreement shall be One Thousand Eight Hundred and No/100ths Dollars ($1,800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and CLV may charge a late fee equal to five percent (5%) of the amount due.

5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).

5.3 Any changes by CLEARWIRE to the licensed Premises that requires additional City land, rooftop or Facilities space for equipment and antennas shall be subject to approval by CLV and may have an additional monthly rental fee, which shall be mutually agreed to by the Parties, and which shall be increased annually pursuant to section 5.2 hereof.

5.4 Each renewal term will have its own rent terms. The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Agreement, will detail the rent for the original term and each subsequent renewal term.

5.5 As additional consideration of this Agreement, CLEARWIRE shall prepay to CLV a one-time administrative payment in the amount of One Thousand and No/100ths Dollars ($1,000.00) due upon the Commencement Date as set forth in Section 4.1 above.

6. INGRESSS EGRESS AND UTILITY EASEMENT:

6.1 CLV hereby grants to CLEARWIRE an easement for ingress, egress, regress and utilities over properties of CLV adjacent to the Premises for constructions and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connections with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by CLEARWIRE of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. CLEARWIRE, CLEARWIRE's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. CLEARWIRE shall be responsible to restore all CLV property to its original condition once the construction of the Easement is complete. In addition, at CLEARWIRE's request and expense, this Easement shall be set forth in a separate Easement Agreement which CLV and CLEARWIRE agree to execute and which CLEARWIRE shall have recorded as an encumbrance on the property of the CLV and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title

insurance which CLEARWIRE may obtain. As a condition to CLEARWIRE's obligation hereunder CLV will, within ten (10) business days of CLV's receipt of CLEARWIRE's request Agreement, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to CLEARWIRE

7.2 CLV represents and warrants to CLEARWIRE that CLV has the full right to make this Agreement and that CLEARWIRE shall have quiet and peaceful possession of the Premises and Easement throughout the Agreement Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 CLEARWIRE shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. CLEARWIRE shall have the right to construct a monopole tower and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within ten (10) business days of CLV's receipt of CLEARWIRE's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. Equipment installed in the equipment shelter(s) shall belong to CLEARWIRE, the subtenants or licensees of Agreement, and shall be considered their own personal property.

8.2 CLEARWIRE shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the

Premises by CLEARWIRE shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the CLV, or radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by CLEARWIRE cause any unreasonable interference with any CLV telecommunication operation after CLEARWIRE has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). CLV and its agents shall have the right during the term of the Agreement to examine CLEARWIRE's transmitter equipment and facilities in order to detect any potential interference with the Existing Telecommunications System, provided that CLEARWIRE's representative is present during such examinations.

8.3 In the event the CLV determines that CLEARWIRE has caused interference in violation of this Agreement, CLEARWIRE shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and CLEARWIRE does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and CLEARWIRE does not correct or commence to correct such interference within thirty (30) calendar days, CLEARWIRE shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to CLEARWIRE.

8.4 CLEARWIRE shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.

8.5 It is understood and agreed that CLEARWIRE's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of CLEARWIRE's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that CLEARWIRE is unable to use the Premises for its intended purpose, CLEARWIRE shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to the CLV. Such termination shall cause forfeiture of the sums theretofore paid by CLEARWIRE and of the Agreement granted hereunder. Notice from CLEARWIRE shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 In the event of any interference that is not reasonably curable by either party, or if the Wireless Communications System Structure becomes unsuitable for CLEARWIRE's intended use as described in Section 8.1 above, CLEARWIRE may relocate its existing Wireless Communications system Structure on the Premises to a location acceptable to both the CLV and CLEARWIRE. CLEARWIRE shall be solely responsible for all costs and expenses related to the relocation of the Wireless Communications System Structure. CLEARWIRE's relocation of its Wireless Communications System Structure shall not abate nor reduce in any manner the monthly fees due by CLEARWIRE to CLV.

8.7 CLEARWIRE shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless telecommunications coverage and service for CLEARWIRE's subtenant's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Agreement, CLEARWIRE shall comply with all applicable laws affecting the Premises. CLEARWIRE shall not commit or suffer to be committed any waste on the Premises or any nuisance. CLEARWIRE shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 CLEARWIRE may sublet and/or license space to customers of CLEARWIRE on the Wireless Communications System, the Wireless communications System Structure, land area or property within the Licensed Premises without CLV's consent; however CLEARWIRE is to notify CLV of each carrier. Every subtenant or licensee of CLEARWIRE shall be required to comply with the obligations of CLEARWIRE under this Agreement. The making of any such sublease or license shall not release CLEARWIRE from any of CLEARWIRE's obligations hereunder.

10.2 Except as provided in Section 10.1, and 10.3, CLEARWIRE shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. However, CLEARWIRE may assign or otherwise transfer its interest in this Agreement to a subsidiary, affiliate or partner of CLEARWIRE, or a purchaser of the substantially all of the assets of CLEARWIRE, without CLV's consent, but with prior written notice to CLV. Upon assignment by either CLEARWIRE or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement.

10.3 Notwithstanding anything to the contrary contained in this Agreement, CLEARWIRE may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom CLEARWIRE (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV:	City of Las Vegas Department of Field Operations/Facilities Management Attn: Real Estate & Utilities Administrator 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101 Telephone: 702-229-1021 Fax: 702-464-2522
WITH A COPY TO:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
TO CLEARWIRE:	Clearwire US LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: Siteleasing@clearwire.com

WITH A COPY TO: Clearwire US LLC
Attention: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 CLEARWIRE shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by CLEARWIRE throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with CLEARWIRE's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 CLEARWIRE shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the telecommunication tower and CLEARWIRE's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by CLEARWIRE, CLEARWIRE shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by CLEARWIRE, its agents, representatives, employees or subcontractors. The minimum insurance requirements that CLEARWIRE must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to CLEARWIRE and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 CLEARWIRE shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with CLEARWIRE's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 CLEARWIRE shall defend, indemnify and hold CLV harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at CLEARWIRE's invitation, or for damages to any person or property resulting from the physical structure or actions of CLEARWIRE (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by CLEARWIRE shall be so installed, kept, stored or maintained at the risk of CLEARWIRE. Subject to the limits of liability set forth in NRS 41.035, CLV shall indemnify and hold CLEARWIRE harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV shall not be responsible for any loss or damage to equipment owned by CLEARWIRE, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV nor CLEARWIRE shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 CLEARWIRE will be solely responsible for and will defend, indemnify, and hold CLV, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to CLEARWIRE's use or generation of Hazardous Materials.

16.3 CLV will be solely responsible for and will defend, indemnify, and hold CLEARWIRE, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.

17. HAZARDOUS MATERIALS.

17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) CLV shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises,

mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 CLV represents and warrants to CLEARWIRE that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of CLEARWIRE and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. CLEARWIRE's PERFORMANCE AND SURRENDER:

18.1 CLEARWIRE shall pay the Rent and all other sums required to be paid by CLEARWIRE hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, CLEARWIRE shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Agreement, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which CLEARWIRE had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice or as follows: (a) by either party on

default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by CLEARWIRE if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by CLEARWIRE if the Premises are or become unacceptable to CLEARWIRE under CLEARWIRE's design or engineering specification or its Wireless Communications System; (d) by CLEARWIRE, if CLEARWIRE determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude CLEARWIRE from using the Premises for its intended purpose; (e) by CLEARWIRE, if CLEARWIRE does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) by CLEARWIRE if CLEARWIRE determines that utilities necessary for CLEARWIRE's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with CLEARWIRE's use of the Premises. In the event of termination by CLEARWIRE pursuant to item (g), CLEARWIRE shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the CLEARWIRE's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, CLEARWIRE shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, CLEARWIRE shall not damage the Premises. If the time for removal causes CLEARWIRE to remain on the Premises after termination of this Agreement, CLEARWIRE shall pay an Agreement fee at the then existing Agreement fee

rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Agreement by CLEARWIRE:

20.1.1 If CLEARWIRE fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to CLV;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed.

20.2 The CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to CLEARWIRE, to terminate this Agreement and remove or require CLEARWIRE to remove CLEARWIRE's equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of CLEARWIRE's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement 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 Agreement 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 Agreement.

24. SURVEY AND TESTING:

CLEARWIRE shall have the right for one hundred eighty (180) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for constructions of Wireless Communications System facilities. If CLEARWIRE, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at CLEARWIRE's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that CLEARWIRE shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to CLEARWIRE under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 CLEARWIRE will not cause any mechanic's or materialman's lien to be placed on the Premises, unless CLEARWIRE agrees to indemnify, defend and hold harmless CLV from any such lien from a party claiming by, through or under CLEARWIRE.

27. HEADINGS:

27.1 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.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and CLEARWIRE's obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold CLEARWIRE harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

31.1 CLV covenants that CLEARWIRE, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Agreement, CLEARWIRE shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of CLEARWIRE's use of the Premises.

32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to CLEARWIRE's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 CLEARWIRE shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by the CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by the CLV to abate any unauthorized use. CLEARWIRE shall cease use of the facilities in the

Premises and take appropriate action as authorized by the CLV to remove the facilities from the Premises.

33.4 This Agreement does not authorize CLEARWIRE to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize CLEARWIRE to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by CLEARWIRE or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim the CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should CLEARWIRE, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, the CLV will proportionately abate the rent during this time, and CLEARWIRE shall have no other recourse against the CLV for the CLV's failure to provide CLEARWIRE the use of the Premises set forth herein.

33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If CLEARWIRE disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. The CLV shall give CLEARWIRE prior notice

of such inspection and CLEARWIRE shall have the right to accompany the CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should CLEARWIRE hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon CLV and CLEARWIRE shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by CLEARWIRE.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if CLEARWIRE shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if CLEARWIRE shall compound CLEARWIRE's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for CLEARWIRE's property, or in the event CLEARWIRE shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of CLV and CLEARWIRE, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. RENT PAYMENT:

40.1 CLEARWIRE's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue 6th Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. ADDITIONAL CLEARWIRE OBLIGATIONS:

41.1 CLEARWIRE agrees to provide, at CLEARWIRE's sole cost and expense within ninety (90) days of the Commencement Date, one (1) gas generator and thirteen (13) metal detectors (the "Capital Improvements"). The specifications are detailed in Exhibit "F". Expenditures on the Capital Improvements are not to exceed the sum of Ten Thousand and No/100ths Dollars ($10,000.00).

42. DATE OF AGREEMENT:

42.1 The parties acknowledge that certain obligations of CLV and CLEARWIRE are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement"

or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

43.1 Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. DAMAGE AND DESTRUCTION:

44.1 In case of damage or destruction of the Wireless Communications System Structure or any part thereof due to the negligence or willful acts of CLEARWIRE, or CLEARWIRE's agents, employees, contractors or subtenants, CLEARWIRE shall promptly at CLEARWIRE's expense, repair, restore and rebuild and Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.2 In case of damage to or destruction of the Wireless Communications System Structure or any part thereof by a Casualty, CLEARWIRE shall promptly give written notice thereof the CLV. In the event such Wireless Communications System Structure is less than fifty percent (50%) destroyed or damaged, then CLEARWIRE shall, at CLEARWIRE's expense, with insurance proceeds or

otherwise, promptly repair, restore and rebuild the Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.3 In the event the Wireless Communications System Structure is more than fifty percent (50%) damaged or destroyed, then CLEARWIRE shall have the following options:

a) At CLEARWIRE's expense, CLEARWIRE may promptly restore, repair, replace or rebuild the Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect; or

b) CLEARWIRE may terminate this Agreement by written notice to CLV and remove the above-ground portions of the Wireless Communications System Structure in accordance with Section(s) 18 and 19.

Within sixty (60) days after the Casualty, CLEARWIRE shall notify CLV which of the foregoing options CLEARWIRE has chosen and shall proceed with diligence to effectuate such options. As used herein, "Casualty" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of Agreement.

44.4 Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by CLEARWIRE shall be so installed, kept, stored or maintained at the risk of CLEARWIRE. CLV shall not be responsible for any loss or damage to equipment owned by CLEARWIRE, except to the extent caused by CLV's willful misconduct or gross negligence.

45. CONDEMNATION:

45.1 If all of any part of the licensed Premises, or if all or any part of the property underlying the Wireless Communications System Structure or roadway to the licensed Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sold discretion of CLEARWIRE renders the licensed Premises unusable for its intended purpose, then at CLEARWIRE's option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking.

45.2 In the event compensation is awarded or paid upon a total or partial condemnation of the Premises, CLEARWIRE shall be entitled to receive the award related to the Wireless Communications System Structure and any infrastructure built by CLEARWIRE and related to said Wireless Communications System Structure. CLEARWIRE shall have the right to claim and recover from the condemning authority, but not from the CLV, such compensation as may be separately awarded or recoverable by CLEARWIRE, in CLEARWIRE's own right, whether for lost profits or other damage claimed by CLEARWIRE.

45.3 If this Agreement shall continue after such taking, the Agreement shall remain unaffected except that the Rent shall be reduced by an amount which bears the same proportions to the Rent immediately prior to the partial taking as the rental value of the whole licensed Premises immediately prior to such taking.

46. CLEARWIRE's FINANCING; SUBROGATION

46.1 For the purposes of allowing CLEARWIRE to satisfy its lender's continuation rights with respect to the Wireless Communications System Structure on the Premises and with respect to this Agreement, CLV agrees to the following:

a) CLV agrees to recognize CLEARWIRE, subleases and/or licenses of all customers of CLEARWIRE occupying space on the Wireless

Communications System Structure, and will permit each such customer to remain in occupancy of the Premises notwithstanding any default hereunder by CLEARWIRE, during the applicable notice and cure period for such default, so long as such customer is not in default under its Agreement, sublease or license.

b) CLV hereby agrees to give CLEARWIRE's mortgagee written notice of any breach or default of the terms of this Agreement within a reasonable time after the occurrence thereof, at such address as specified by CLEARWIRE's mortgagee. In the event of any such breach of default under the terms of this Agreement, CLEARWIRE's mortgagee shall have the right, to the same extent and with the same effect as the CLEARWIRE, to cure or correct any such default, whether the same shall consist of the failure to pay Rent or the failure to perform any obligation of CLEARWIRE hereunder, and CLV agrees to accept such payment of performance on the part of the CLEARWIRE's mortgagee as though the same had been made or performed by the CLEARWIRE. CLV agrees that it shall not exercise its right to terminate the Agreement or any of its other rights under this Agreement upon breach or default of the terms of this Agreement by CLEARWIRE without affording CLEARWIRE's mortgagee the foregoing notice and period to cure any default or breach under this Agreement.

c) CLV hereby agrees (i) to subordinate any lien or security interest that it may have under applicable law or pursuant to this Agreement, to the lien and security interest of CLEARWIRE's mortgagee in the collateral securing all the indebtedness at any time owed by CLEARWIRE to its mortgagee (the "Collateral"); and (ii) that, upon an event of default under the loan documents between CLEARWIRE and its mortgagee or under this Agreement, CLEARWIRE's mortgagee shall be fully

entitled to exercise its rights against the Collateral prior to the exercise by the CLV of any rights which it may have herein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of CLV's lien and security interest.

d) CLV acknowledges and agrees that nothing contained in the Agreement shall be deemed or construed to obligate the CLEARWIREs' mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of CLEARWIRE under this Agreement.

47. WAIVER OF CLV'S LIEN:

(a) CLV waives any lien rights it may have concerning CLEARWIRE's Wireless Communications System facilities, which are deemed CLEARWIRE's personal property and not fixtures, and CLEARWIRE has the right to remove the same at any time without CLV's consent.

(b) CLV acknowledges that CLEARWIRE has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of CLEARWIRE's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

48. RELOCATION OR REMOVAL:

48.1 Subject to the other provisions of this Agreement, in the event there is a public need to redevelop, modify, remodel, or in any way alter the property on which the licensed Premises is located, CLV shall in good faith use reasonable efforts to fully accommodate CLEARWIRE's continued use of the licensed Premises. Should any proposed redevelopment necessitate the relocation of the licensed

Premises or CLEARWIRE's Facilities, and/or any alterations to CLEARWIRE's Facilites, CLEARWIRE shall relocate or make the necessary alterations, at CLEARWIRE's sole cost, expense and risk. Notwithstanding the provisions of section 19, CLV shall provide CLEARWIRE with no less than six (6) months' prior written notice of CLV's proposed redevelopment. CLV shall also provide a temporary location within a close proximity to the existing tower. CLV will reduce the monthly rental payment by Five Hundred Dollars ($500) per month during the relocation process.

49. DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, CLEARWIRE warrants that it has disclosed on the form attached as Exhibit "E", all principals and partners of CLEARWIRE, a Nevada limited liability company as well as all persons and entities holding more than a one percent (1%) interest in CLEARWIRE, a Nevada limited liability company , or any principal of CLEARWIRE, a Nevada limited liability company, throughout the term hereof, CLEARWIRE, a Nevada limited liability company, shall notify CLV in writing of any material change in the above disclosure within 15 days of any such change.

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

ATTEST

BEVERLY K. BRIDGES CMC, City Clerk

"CLV"
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

Deputy City Attorney Date 12/12/08

"CLEARWIRE"
Clearwire US LLC, a Nevada limited liability company

By: 12-23-08

John A Storch
Vice President - Network Deployment

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 24th day of MARCH, 2008, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

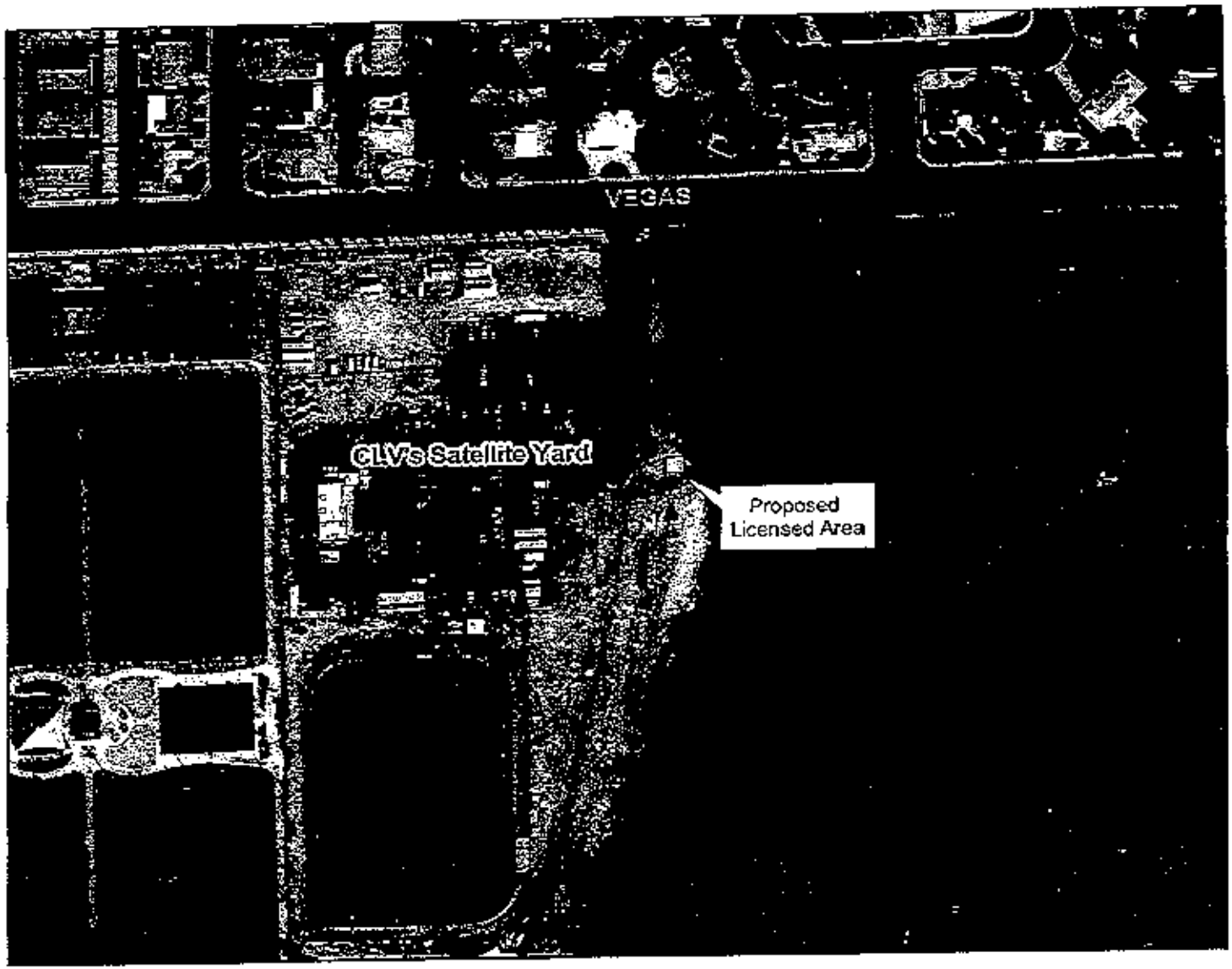
STATE OF Washington)
) ss.
COUNTY OF King)

On this 23rd day of December, 2008, personally appeared before me, a Notary Public in and for said County and State, John A. Stark known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Michelle Lynn Caballero
NOTARY PUBLIC, in and for said
County and State

MICHELLE LYNN CABALLERO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
11-19-11

EXHIBIT "A"



Site Map

Legend

Street Centerline

Parcels

Facilities Management
Real Estate & Utilities

N

9/15/08

EXHIBIT "B"

RENTAL FEES

MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$1,800.00	$21,600.00
2nd YEAR	$1,854.00	$22,248.00
3rd YEAR	$1,910.00	$22,920.00
4th YEAR	$1,967.00	$23,604.00
5th YEAR	$2,026.00	$24,312.00

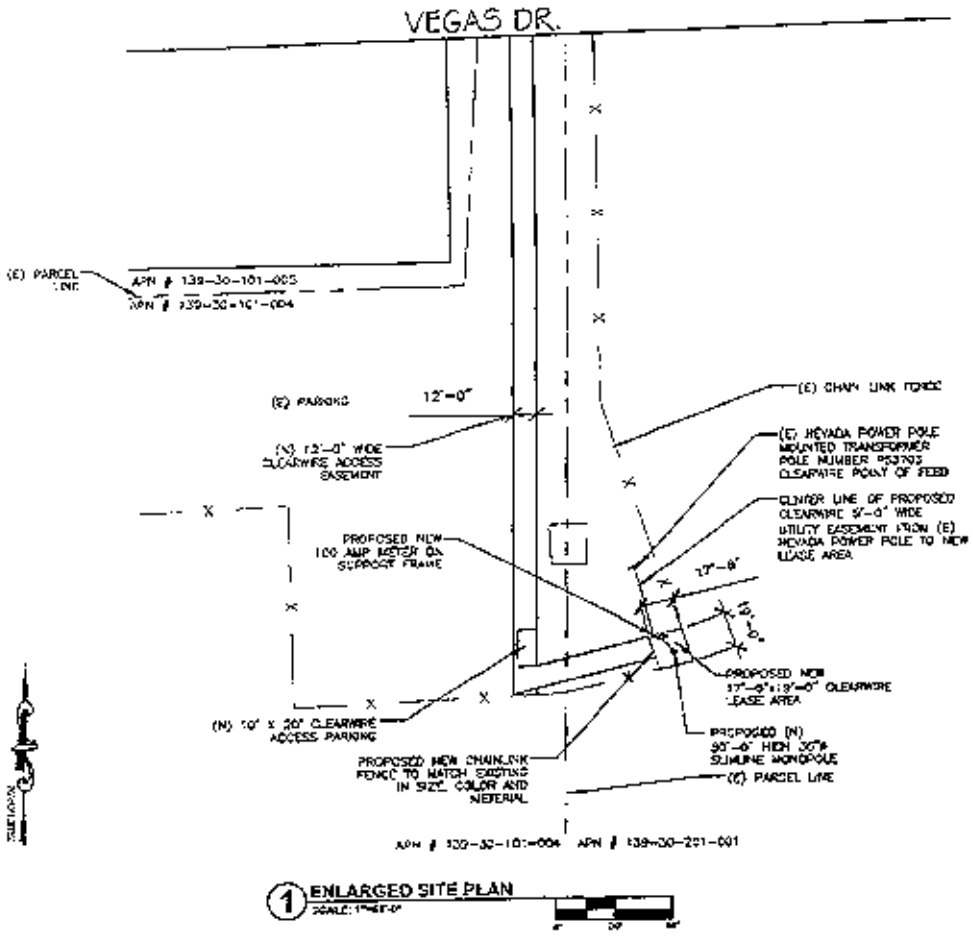
FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$2,087.00	$25,044.00
2nd YEAR	$2,150.00	$25,800.00
3rd YEAR	$2,215.00	$26,580.00
4th YEAR	$2,281.00	$27,372.00
5th YEAR	$2,349.00	$28,188.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$2,419.00	$29,028.00
2nd YEAR	$2,492.00	$29,904.00
3rd YEAR	$2,567.00	$30,804.00
4th YEAR	$2,644.00	$31,728.00
5th YEAR	$2,723.00	$32,676.00

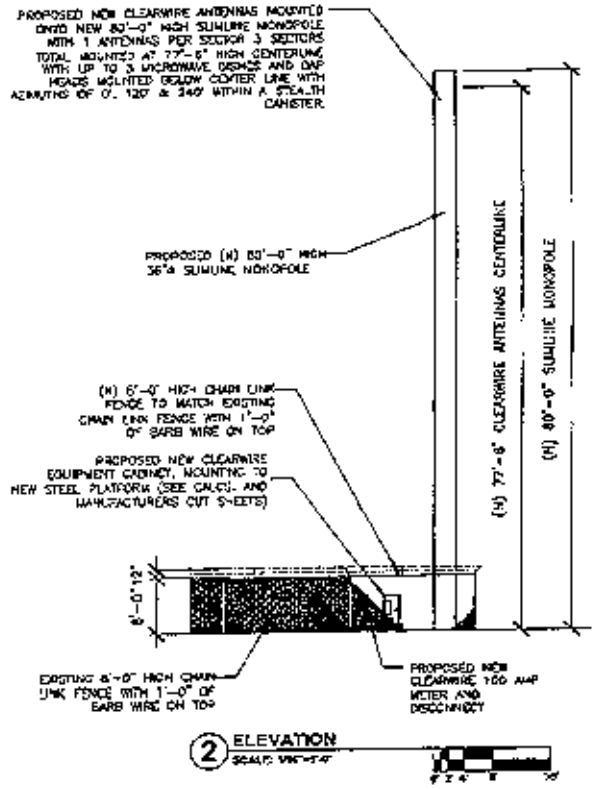
THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$2,805.00	$33,660.00
2nd YEAR	$2,889.00	$34,668.00
3rd YEAR	$2,977.00	$35,724.00
4th YEAR	$3,066.00	$36,792.00
5th YEAR	$3,158.00	$37,896.00

F:\Depot\Facilities\Real_Estate\Real_Estate\Cell Towers\Satellite Yard\Clearwire.doc\12/4/2008 11:50:38 AM

EXHIBIT "C"



1 ENLARGED SITE PLAN
SCALE: 1"=40'-0"



2 ELEVATION
SCALE: 1/8"=1'-0"

NOTES:
1. ALL ANTENNAS FURNISHED W/ DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA W/ RF ENGINEER.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0"
3. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTH W/ RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
4. ALL AZIMUTHS TO BE SET TO TRUE NORTH NOT TO MAGNETIC NORTH.
5. ALL POWER INFORMATION TO BE VERIFIED PRIOR TO START OF CONSTRUCTION W/ THE UTILITY COMPANIES' DESIGNS.

clearwire
U.S. LLC
1051 MARY CREST SUITE K
HENDERSON, NV 89074

NV-LSV150h
4217 LAS VEGAS DRIVE
LAS VEGAS, NEVADA 89120
JURISDICTION: CITY OF LAS VEGAS

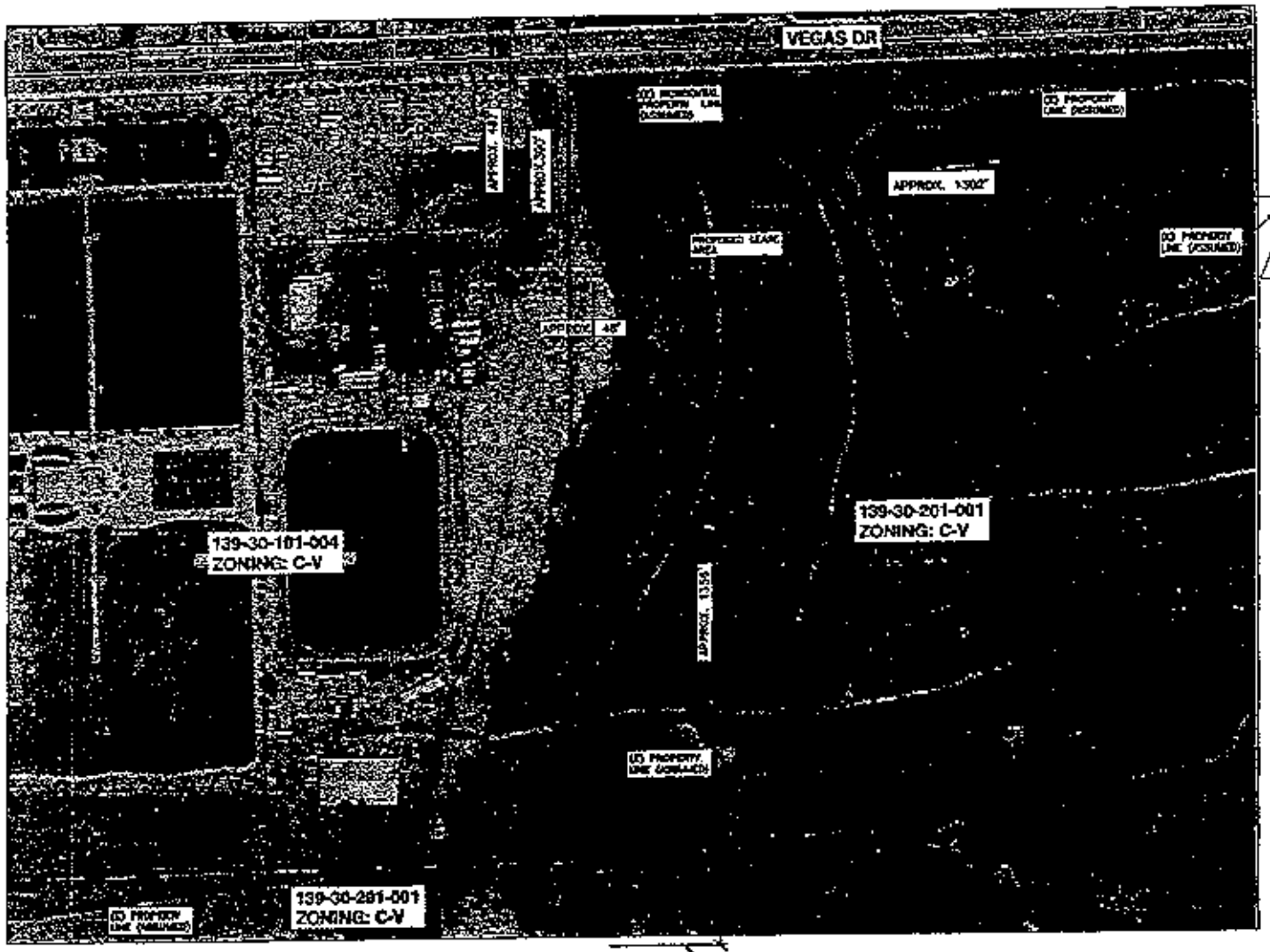
PROPERTY PROFILE
1941 E. CARLSO RD.
PHOENIX, AZ. 85085
OFFICE: 623-465-1675

1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	5/27/10	ZONING SUBMITTAL
NO.	DATE	DESCRIPTION OF ISSUANCE

DRAWN BY: TN | CHECKED BY: KR
SCALE: AS SHOWN

ENLARGED SITE PLAN AND ELEVATION

Z-3



1 PARCEL MAP
SCALE: N.T.S.

clearwire US LLC
1059 MARY CREST SUITE K
HENDERSON, NV 89074

NV-LSV150h

PROPERTY PROFILE

SITE PLAN

Z-2

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, CLEARWIRE shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars ($1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars ($1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, CLEARWIRE shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and CLEARWIRE. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that CLEARWIRE fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, CLEARWIRE hereby agrees to protect, indemnify, and hold the CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of CLEARWIRE or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, CLEARWIRE, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, CLEARWIRE expressly agrees, at its sole cost and expense, to defend the CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which CLEARWIRE has agreed to indemnify the CLV, its officers, employees and agents. If CLEARWIRE fails so to do, the CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to CLEARWIRE.

WAIVER OF SUBROGATION. CLV hereby waives, and CLEARWIRE hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement, and the CLV and CLEARWIRE, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

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.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 **Contracting Entity**

Name
Clearwire US LLC

Address 4400 Carillon Pt.
Kirkland, WA 98033

Telephone 425.216.7800

EIN or DUNS 56.2408571

Block 2 **Description**
Subject Matter of Contract/Agreement

License Agreement/Cell Tower – Satellite Yard

RFP#

Block 3 **Type of Business**

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

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

See attached

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: ___

EXHIBIT A

Clearwire US LLC
CHAIRMAN AND OFFICERS

Title	Name
Chairman & Co-President	Benjamin G. Wolff
Co-President & Chief Executive Officer	Perry Satterlee
Chief Financial Officer	John Butler
Chief Technology Officer	John Saw
Executive Vice President – Strategy, Policy External Affairs	R. Gerard Salemme
Chief Strategy and Executive Vice President	Scott Richardson
Chief Accounting Officer	Robert DeLucia
Vice President, General Counsel & Secretary	Brandy Hodder
Vice President, Finance & Treasurer	Hope Cochran
Vice President, Tax	Steve Ednie
Vice President, Regulatory Affairs & Public Policy	Terri B. Natoli
Assistant Secretary	Nadja Sodos-Wallace
Assistant Secretary	Frederick Williams
Assistant Secretary	Jillian Harrison

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

Name of Attached Document:
FCC 10K

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

John Stoizzi
Name

12-23-08
Date

Subscribed and sworn to before me this 23rd day of December, 2008

Michelle Lynn Caballero
Notary Public

MICHELLE LYNN CABALLERO NOTARY PUBLIC STATE OF ARIZONA COMMISSION EXPIRES 11-19-11

EXHIBIT "F"

Capital Improvement Specifications

GAS GENERATOR

(1) Generator, 3.6KW, gas
Make: Honda
Model: EB3800XA

Rhino's Turf Equipment (702-395-8081 – 3531 N. Rancho Rd., Las Vegas, NV 89130) will be able to assist in the ordering of the generator. Approximate cost $1,892.95

METAL DETECTOR

(13) Metal Detectors – ULA-3/Sierra Madre (see attached quote).

Desert Outfitters, Inc. (702-362-7177 – 3340 Sirius Ave, Las Vegas, NV 89102) will be able to assist in the ordering of the generator. Approximate cost $7995.00

**Please let them know you are purchasing these items for the City of Las Vegas so that you are quoted the same prices that the City pays.

Clearwire will need to coordinate the delivery of the equipment with Ray Montoya, Park Maintenance Supervisor, at 702-249-4934.

DESERT OUTFITTERS,INC
3340 SIRIUS AVE.
LAS VEGAS, NV 89102
PHONE 702-362-7177
FAX 702-362-2561

SEPTEMBER 30, 2008

QUOTE: METAL DETECTOR - ULA-3/SIERRA MADRE

ATTENTION : RAY

The White's ULA-3 retails at $699.95 with 9 1/2 inch coil, with a 15 inch loop the package price is $719.95. The 15 inch coil will go as deep as 6 feet, (possibly more under ideal conditions). The ULA-3 is simpler to operate than the Garrett Master Hunter especially for industrial purposes. The ULA-3 comes with both English and Spanish manuals.

We can offer the following proposal :

13 each ULA-3 @ $615.00 = $7995.00

* In addition it is recommended that a padded bag be used for each unit for protection during transportation and storage - retail pricing is $49.95 per bag (total $649.35).
* Also recommended are volume adjustable headphones to reduce outside noise and increase sensitivity - retail pricing is $49.95 per set (total $649.35).
Total of the abovr two items is $1298.70

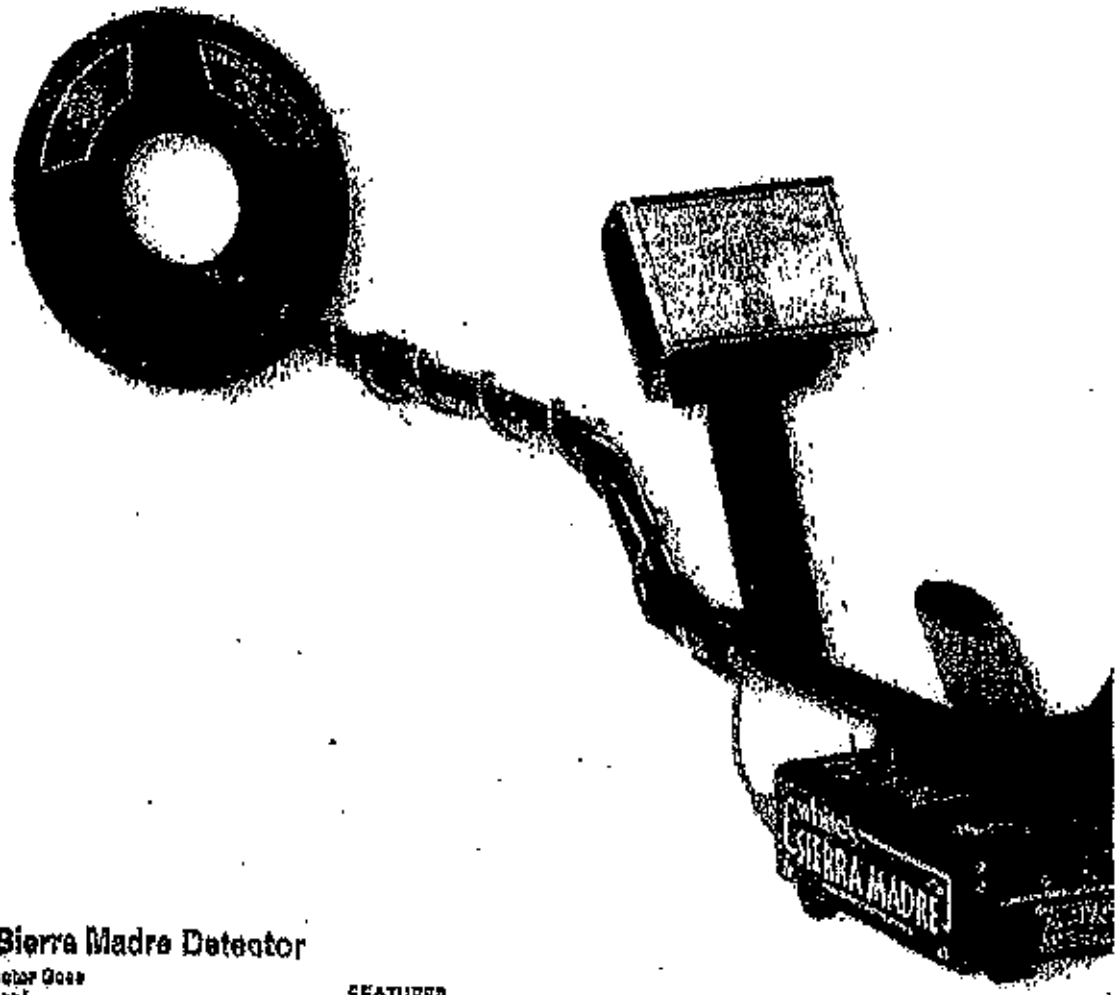
* We will supply the above items in the $7995.00 price.

If you have any questions or need more information please let us know.

Regards,

Rick

Desert Outfitters, Inc.



ULA-3/Sierra Madre Detector

This Detector Goes Deep!

Industrial and Serious Deep Treasure Hunting
Specialized for large metal objects. Analog circuitry and fine tuning controls to reach way down.

TWO YEAR WARRANTY
The White's Electronics manufacturers warranty covers all metal detector parts and labor for two years from the original purchase date.

To read the complete warranty statement Click Here.

Download the Manual

Features Comparison Chart

FEATURES
9 1/2" search coil standard for depth.

Optional 15" search coil detects metal objects up to 8 ft

Packed with both English and Spanish instruction manus

9/30/2008

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 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 100 South Rampart Boulevard, known as Angel Park Golf Course (APN 138-29-801-002) - 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: 138-29-801-002

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"** (3 pages) attached hereto and shown on **Exhibit "B"** (2 pages) 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 North Half of the said Northeast Quarter.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20050202 AS DOCUMENT NO. 01371 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:

_____

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# 0359-09rbt
Proj. # 174677
Project Name: Nextel NV-7386 Angel Park Golf Course
Reference Document: 19960531:01354
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 Northeast Quarter (N1/2 NE1/4) of Section 32, Township 20 South, Range 60 East, M.D.B.&M., described as follows:

PARCEL ONE:

COMMENCING at the Northwest corner of said Northeast Quarter (NE1/4) of said Section 32, thence along the west line thereof South 00°32'00" East 339.05 feet;
Thence departing said west line North 89°28'00" East 50.00 feet to a point on the east line of Rampart Boulevard;
Thence departing said east line of Rampart Boulevard and continuing North 89°28'00" East 13.00 feet to the POINT OF BEGINNING;
Thence North 89°10'54" East 15.00 feet;
Thence South 00°49'06" East 30.00 feet;
Thence South 89°10'54" West 10.41 feet to a point hereinafter called Point "A";
Thence continuing South 89°10'54" West 4.59 feet;
Thence North 00°49'06" West 30.00 feet to the Point of Beginning.

Centerline No. 1:

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 South 21°19'31" East 41.85 feet;
Thence South 36°35'18" East 43.86 feet;
Thence South 04°57'19" West 16.25 feet;
Thence South 88°06'29" East 22.38 feet to the beginning of a curve concave northeasterly having a radius of 6.84 feet, a radial to said curve having a bearing of South 78°29'30" West;
Thence along said curve through a central angle of 58°14'34" an arc length of 6.95 feet;
Thence South 86°48'16" East 49.09 feet;
Thence South 86°02'13" East 49.66 feet;
Thence North 85°09'53" East 51.09 feet;
Thence North 87°07"14" East 104.60 feet;
Thence South 85°43'17" East 73.19 feet;
Thence South 46°50'04" East 51.24 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 lines of Parcel One, meet at all angle points and end in the lines of Centerline No. 2.

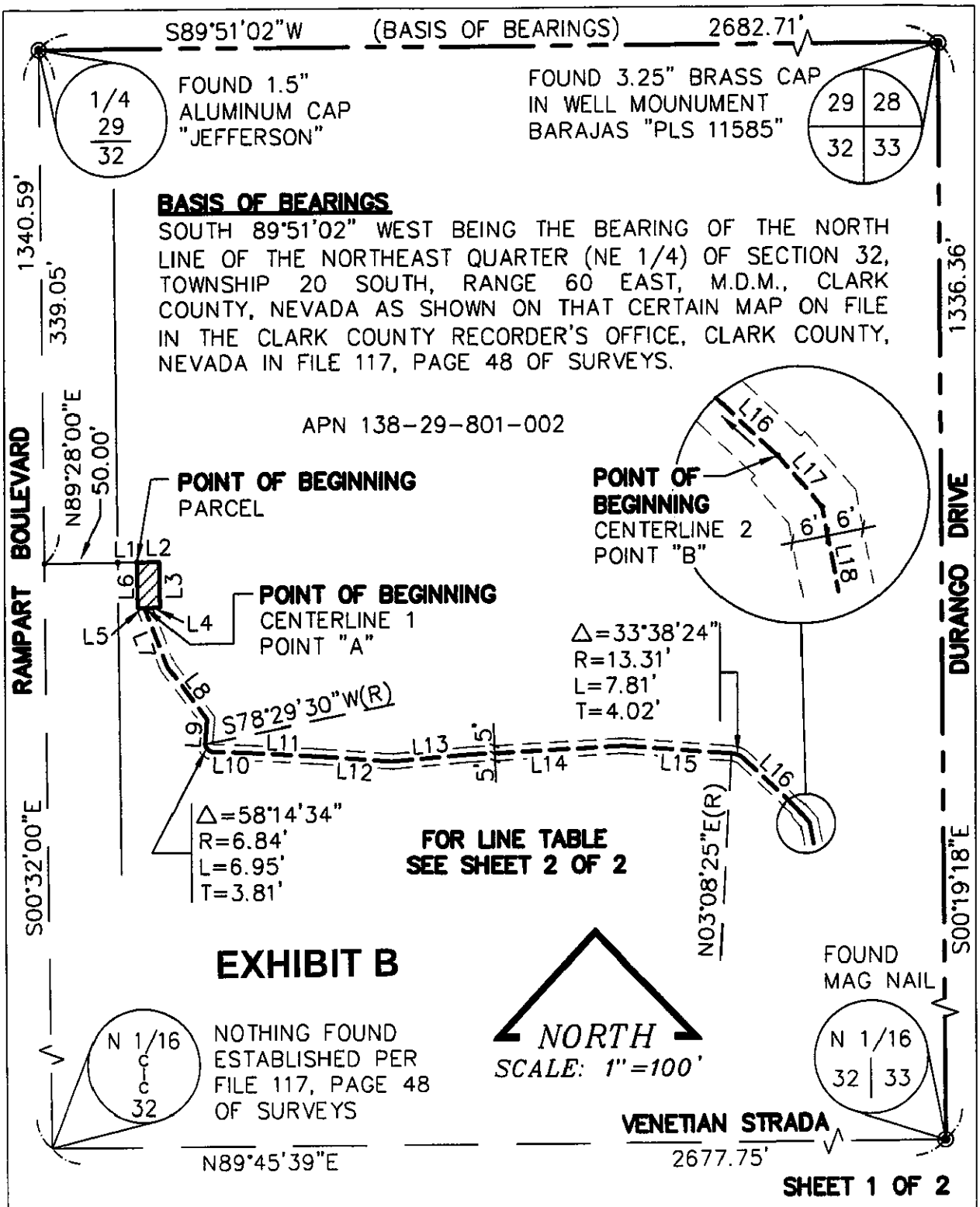
Centerline No. 2:

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 40°59'49" East 11.26 feet;
Thence South 10°49'39" East 14.22 feet to the Point of Termination.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the lines of Centerline No. 1 and 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 # 174677



NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 402-5000		
TITLE: NEXTEL NV-7386 ANGEL PARK GOLF COURSE	DESCRIPTION: EXHIBIT TO ACCOMPANY LAND DESCRIPTION	SEC:32 T:20 S R:60 E SURVEYOR: BB/MW/RH DRAWN BY: RH CHECKED BY:LYZ	DATE: 9-18-08 PROJECT ID: 174677

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°28'00"E	13.00'
L2	N89°10'54"E	15.00'
L3	S00°49'06"E	30.00'
L4	S89°10'54"W	10.41'
L5	S89°10'54"W	4.59'
L6	N00°49'06"W	30.00'
L7	S21°19'31"E	41.85'
L8	S36°35'18"E	43.86'
L9	S04°57'19"W	16.25'
L10	S88°06'29"E	22.38'
L11	S86°48'16"E	49.09'
L12	S86°02'13"E	49.66'
L13	N85°09'53"E	51.09'
L14	N87°07'14"E	104.60'
L15	S85°43'17"E	73.19'
L16	S46°50'04"E	51.24'
L17	S40°59'49"E	11.26'
L18	S10°49'39"E	14.22'

NEVADA POWER.	**NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 402-5000**		
TITLE: NEXTEL NV-7386 ANGEL PARK GOLF COURSE	DESCRIPTION: EXHIBIT TO ACCOMPANY LAND DESCRIPTION	SEC:32 T:20 S R:60 E SURVEYOR: BB/MW/RH DRAWN BY: RH CHECKED BY: LYZ	DATE: 9-18-08 PROJECT ID: 174677

COPY

20050202-0001371

Fee: $15.00
N/C Fee: $0.00

02/02/2005 10:13:20
T20050020892
Requestor:
NEVADA POWER COMPANY

Frances Deane ADF
Clark County Recorder Pgs: 2

APN: 138-29-801-002

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

(2)

Angel Park

(21)

RIGHT OF ENTRY

I (We) **CITY OF LAS VEGAS**, for and in consideration of One Dollar ($1.00) receipt of which is hereby acknowledged, do hereby grant and convey to NEVADA POWER COMPANY, its successors and/or assigns and/or their agents and/or contractors the right to enter in and upon said grantor's land described as **the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada,** for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon those portions of said premises, as delineated and drawn on Nevada Power Company Work Request Number: **174677** ROE: **2-04km** Job Name: **NEXTEL NV-7386 ANGEL PARK GOLF COURSE**

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, as delineated and drawn on said Work Request Number, and constructed pursuant to this Right-of-Entry, the grantor, its successors and/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.

WITNESS my (our) hand(s) this 17th day of October, 2004.

CITY OF LAS VEGAS

BY: DAVID ROARK
TITLE: Manager, Real Estate + Assets City of Las Vegas

BY:
TITLE:

STATE OF NV)

COUNTY OF Clark)

On this 19th day of October, 20 04, before me, a Notary Public, personally appeared David Roark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument on behalf of the **CITY OF LAS VEGAS** and acknowledged to me that the **CITY OF LAS VEGAS** executed it.

Jill Melone
Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
JILL MELONE
No. 99-51649-1 My Appointment Expires Feb. 16, 2007

Notary Statement and/or Seal

ROE (B-2001 version)
Revised ROE 01/22/01
WR# 174677 ROE: 2-04km

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 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 7351 West Alexander Road, known as Wayne Bunker Family Park (APN 138-10-101-015) - Ward 4 (Anthony)

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: 138-10-101-015

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 North Half.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20001102 AS DOCUMENT NO. 01088 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CITY OF LAS VEGAS

_____
BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM **ATTEST:**

John S. Ridilla
_____ _____
DEPUTY CITY ATTORNEY

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

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 Northeast Quarter of the Northwest Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4 NW1/4) of Section 10, 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 Northeast corner of said North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4 NW1/4) of said Section 10, thence along the east line thereof South 00°36'44" East 51.55 feet to the beginning of a non-tangent curve concave northerly having a radius of 412.00 feet, a radial to said point bearing South 03°25'42" West, said point being the POINT OF BEGINNING;
Thence along said curve through a central angle of 05°23'01" an arc length of 38.71 feet;
Thence South 89°39'39" West 122.93 feet;
Thence South 02°32'12" West 11.05 feet to a point hereinafter called Point "A", said point being the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the east line of said North Half, meet at all angle points and end in the boundary lines of Centerline No. 2.

Centerline No. 2:

A strip of land 13.00 feet in width lying 6.50 feet on each side of the following described centerline.

BEGINNING at the above described Point "A", thence North 88°19'23" West 8.50 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.

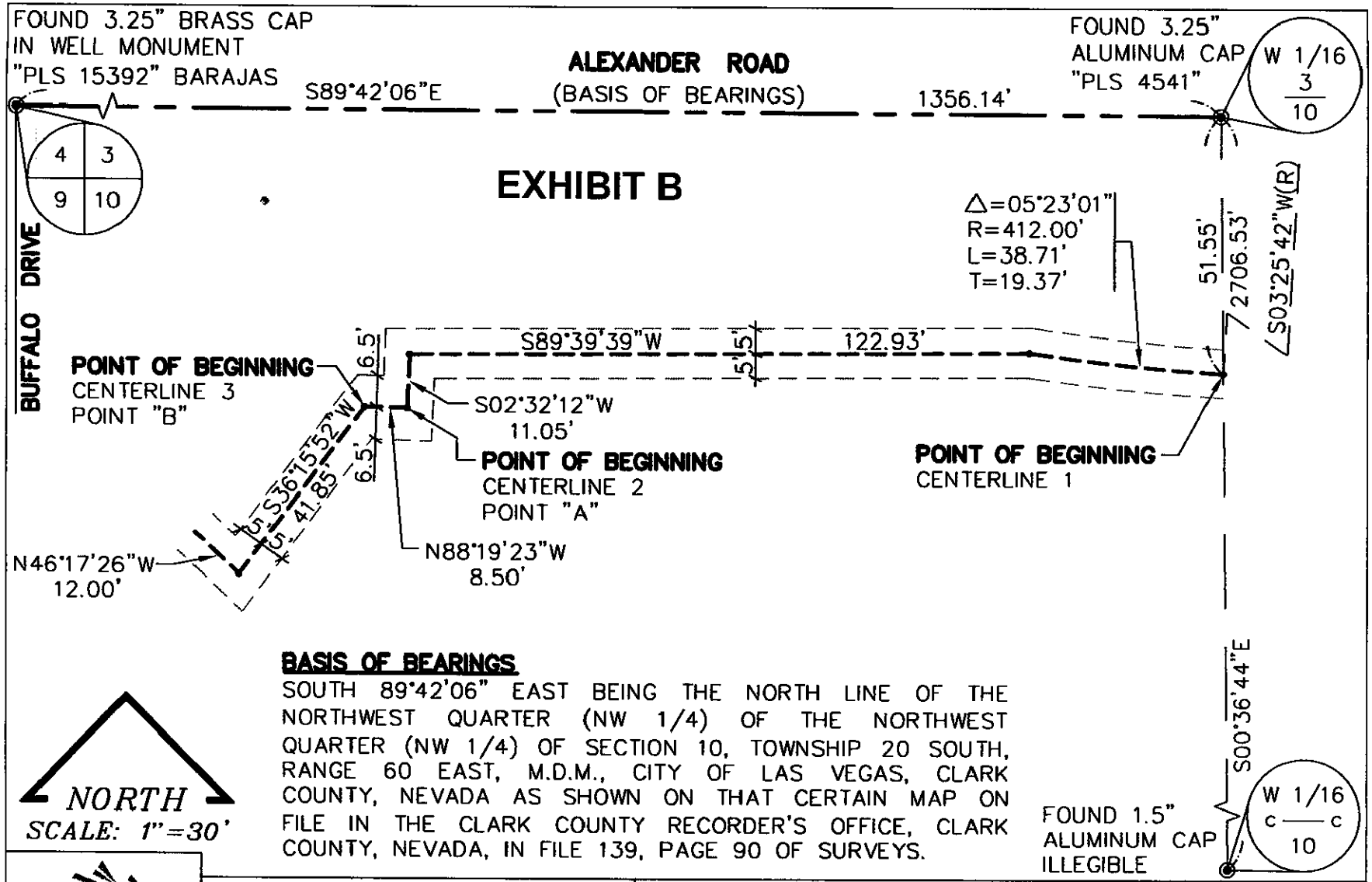
Centerline No. 3:

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

BEGINNING at the above described Point "B", thence South 36°15'52" West 41.85 feet;
Thence North 46°17'26" West 12.00 feet to the Point of Termination.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the boundary lines of Centerline No. 2 and 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 # 165896



BASIS OF BEARINGS

SOUTH 89°42'06" EAST BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, 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 FILE 139, PAGE 90 OF SURVEYS.

NVEnergy
nvenergy.com

PROJECT:
BUNKER PARK EXPANSION

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

SEC: 10 T: 20 S., R: 60 E. DATE: 7-7-09
SURVEYOR: GE/DW/MW PROJECT ID: 165896
DRAWN BY: RH CHECKED BY: LYZ

20001102
.01088

RIGHT OF ENTRY

I (We) **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 and/or their agents and/or contractors to enter in and upon land described as **the North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4 NW1/4) and the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4 NW1/4 NW1/4 NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada,** for the purpose of installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown on Nevada Power Company Work Request Number: **165896. APN: 138-10-101-015 ROE: 225-00km Job Name: Bunker Park Expansion**

(2)
-1

SEE ATTACHED CLARIFICATION COPY

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.

When a standard easement is prepared upon completion of the work on (my, our) property, (I, we) will execute your standard form GRANT OF EASEMENT, to describe the area and location of the work.

This agreement shall be binding upon my successors, heirs and assigns.

WITNESS my (our) hand(s) this 12th day of October, 2000.

CITY OF LAS VEGAS

David Roark
BY: DAVID ROARK
TITLE:

Manager, Real Estate & Assets
BY:
TITLE:

STATE OF Nevada)
COUNTY OF Clark)

On this 12th day of October, 2000, before me, a Notary Public in and for said State, personally appeared David Roark personally known (or proven satisfactorily) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes herein stated.

Jill Melone
Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
JILL MELONE
No. 99-51484 My Appointment Expires February 16, 2003

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

COPY

Notary Public Statement and/or Seal

roe:rev. 11/22/95

WHEN RECORDED MAIL TO:
LAND SECTION
NEVADA POWER COMPANY
P.O. BOX 230
LAS VEGAS, NV 89151

20001102
.01088

CLARIFICATION COPY

RIGHT OF ENTRY

I (We) **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 and/or their agents and/or contractors to enter in and upon land described as **the North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4 NW1/4) and the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4 NW1/4 NW1/4 NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada,** for the purpose of installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown on Nevada Power Company Work Request Number: **165896. APN: 138-10-101-015 ROE: 225-00km Job Name: Bunker Park Expansion**

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.

When a standard easement is prepared upon completion of the work on (my, our) property, (I, we) will execute your standard form GRANT OF EASEMENT, to describe the area and location of the work.

This agreement shall be binding upon my successors, heirs and assigns.

WITNESS my (our) hand(s) this_____day of_____, 20_____.

CITY OF LAS VEGAS

_____ _____
BY: BY:
TITLE: TITLE:

STATE OF _____)

COUNTY OF _____)

On this _____ day of_____, 20__,before me, a Notary Public in and for said State, personally appeared _____ personally known (or proven satisfactorily) to me to be the person who executed the above instrument, and acknowledged to me that _he_ executed the same for the purposes herein stated.

_____
Notary Public

_____
Notary Public Statement and/or Seal

roe:rev. 11/22/95

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA POWER COMPANY

11-02-2000 13:55 CAR 2
OFFICIAL RECORDS
BOOK: 20001102 INST: 01088

FEE: 7.00 RPTT: .00

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 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: $51,509,017.47
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 08/01-08/15/09

City of Las Vegas

Summary of Cash Expenditures

For period of 8/1-15/09

Total Services & Materials Checks :	**$7,512,920.13**
Total Services & Materials EFT Payments :	**$1,950,360.12**
Total Wire Transfers:	**$35,114,828.01**
Total Payroll Checks:	**$6,930,909.21**
Grand Total:	**$51,509,017.47**

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
Director of Finance

Beverly K. Bridges, CMC
City Clerk

On September 2, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval to allocate $200,000 of Residential Construction Tax (RCT) funding from Neighborhood Parks Improvement Project to provide funding for the Ed Fountain Park parking lot improvements located at Decatur and Washington (Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Parks and Leisure Services Activities CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The proposed project would provide a net increase of 116 parking stalls for Ed Fountain Park in a temporary parking lot and consists of removing sections of the existing fence and berm separating the existing overflow parking lot from the primary parking lot off Decatur Boulevard and adjacent City-owned vacant parcel, removing existing pavement markings and constructing new pavement marking for the drive aisles.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Parks and Leisure Capital Projects Listing

CITY OF LAS VEGAS
PARKS & RECREATION CAPITAL PROJECT FUND
September 2, 2009

Facility	Ward	Project to Date Funding as of July 1, 2009	City Council Agenda 9/2/2009	Project to Date Funding as of
Bettye Wilson Soccer Complex Restroom	4	450,000		450,000
Bonanza Trail	5,6	14,060,000		14,060,000
Boulder Plaza Park	1	1,626,240		1,626,240
Clark County 215 Beltway Trail Segments	2,4	3,773,000		3,773,000
Construction/Bid Reserve	All	10,000,000		10,000,000
Cultural Corridor Median Improvements	5	1,795,000		1,795,000
Cultural Corridor Trails	5	2,323,200		2,323,200
Cultural Corridor Trails Bridge Artwork	5	300,000		300,000
D Street Landscape and Median Improvements	5	650,000		650,000
Desert Nature Preserve	2	5,940,000		5,940,000
Doc Romeo Park Restrooms	4	370,000		370,000
Doolittle Park Renovation Phase 1	5	1,400,000		1,400,000
Durango / Riley Park Phase 2	6	739,824		739,824
Ed Fountain Park Improvements	5		200,000	200,000
Enterprise Park Common Area Improvements	1	3,575,000		3,575,000
Entertainment Trail Streetscape	5	200,000		200,000
Ethel Pearson Park	5	800,000		800,000
Firefighters Memorial Park (AKA Oakey Torrey Pines Ballfields)	1	3,200,000		3,200,000
Freedom Park Renovation and Sports Complex	3	54,500,000		54,500,000
Fremont Neon Sign Project (Signs on Sticks 2)	3	470,862		470,862
Gilmore / Cliff Shadows Park	4	696,994		696,994
Hills Park Improvements	4	80,000		80,000
Indian Hills Park	6	396,055		396,055
Las Vegas Arts District Gateways	1	710,000		710,000
LAS VEGAS ARTS DISTRICT SIGNS (AKA 18B)	1	1,148,011		1,148,011
Las Vegas Boulevard- Median Islands - Fremont to US-95	3	294,289		294,289
Las Vegas Springs Preserve Phase 2	2	12,100,000		12,100,000
Las Vegas Wash Trail Phase 1 and 2	3	8,462,000		8,462,000
Las Vegas Wash Trailhead Bridge	3	2,860,000		2,860,000
Lone Mountain Trail System Phase 1 and 2	4	6,002,000		6,002,000
Lorenzi Park Renovation Phase 2	5	14,197,355		14,197,355
Lorenzi Park Upgrades	5	580,000		580,000
Majestic Park Improvements	4	22,542,417		22,542,417
Martin Luther King Median Landscaping	1,5	230,000		230,000
Multi-Use Trails and Trailheads	All	3,858,746		3,858,746
Multi-Use Transportation Trails	All	11,151,360		11,151,360
Neighborhood Park Improvements	All	3,558,907	(200,000)	3,358,907
Neon Boneyard Park	5	5,668,567		5,668,567
Neon Museum Visitors Center	5	807,039		807,039
Pavilion Pool Enclosure	2	6,000,000		6,000,000
Pedestrian Bridge - Cultural Corridor Trail	1,5	1,650,000		1,650,000
Pedestrian Bridge - Las Vegas Wash	3	3,300,000		3,300,000
Pedestrian Bridge - Lone Mountain Trail	4	3,300,000		3,300,000
Performing Arts Center	5	275,417,081		275,417,081
Post Office Rehabilitation	5	39,923,558		39,923,558
Rotary Park Improvements	1	2,400,000		2,400,000
Sandhill / Owens Park	3	3,240,000		3,240,000
Sandhill / Owens Trailhead	3	2,068,000		2,068,000
Stupak Community Center	3	12,500,000		12,500,000
Stupak Park	3	3,200,000		3,200,000
Teton Trails Park Phase 3	6	140,000		140,000
Teton Trails Park Phase 4	6	365,000		365,000
Tropical / Durango Park Phase 1	6	1,986,345		1,986,345
Urban Pathways - 1st Street Beautification, Boulder to Hoover	1,5	1,250,000		1,250,000
Urban Pathways - Hoover Street Beautification	1,5	750,000		750,000
Vias Verdes Pre-Proposal Planning Project	4	295,000		295,000
		559,301,850		559,301,850

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval to increase the Capital Improvement Plan for the Conservation Energy Projects by $5,845,921 and Renewable Energy Projects by $4,974,453 due to funding being provided through anticipated installment-purchase agreements - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**

☐ **Budget Funds Available**

Amount: $10,820,374
Funding Source: General Government CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City will enter into installment-purchase agreements in order to finance qualified energy projects to be secured by a security interest in the property. Repayment will be made with legally available funds of the City anticipated from cost savings generated from the projects.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
General Capital Project Fund Summary

CITY OF LAS VEGAS
GENERAL CAPITAL PROJECT FUND
September 2, 2009

Facility	Ward	Project to Date Funding as of July 1, 2009	City Council Agenda 9/2/2009	Project to Date Funding as of
Conservation Energy Projects		450,000	5,845,921	6,295,921
Renewable Energy Project		5,272,000	4,974,453	10,246,453
Union Park Infrastructure		139,683,637		139,683,637
Total		145,405,637	10,820,374	156,226,011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for The Gypsy Den, dba The Gypsy Den, Location: 213 East Colorado Avenue, Dates: September 4, 2009 and October 2, 2009, Type: Special Event General, Event: First Friday, Responsible Person in Charge: Katie Cewe - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 6:00 p.m. - 12:00 a.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Special Event Beer/Wine License for Mexican Patriotic Committee, db at East Fremont Entertainment District, Location: 500 Fremont Street, Dates: September 15 & 16, 2009, Type: Special Event Beer/Wine, Event: Fiestas Patrias 2009, Responsible Person in Charge: Leticia Gardea - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 12:00 p.m. - 12:00 a.m. Estimated attendance is 2000. Security provided by Anderson Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Special Event Beer/Wine License for Larry's Old Ranch, dba Larry's Hideaway, Location: 3369 Thom Boulevard, Date: September 5, 2009, Type: Special Event Beer/Wine, Event: Labor Day Backyard BBQ, Responsible Person in Charge: Lisa Varion - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 5:00 p.m. - 12:00 a.m. Estimated attendance is 200. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Location for a Burglar Alarm Service License, Hometronic, dba Hometronic, From: 2480 North Decatur Boulevard, Suite 180, To: 2470 North Decatur Boulevard, Suite 120, Dean Poser, Dir, Pres, Secy, 50% and David Poser, Dir, Treas, 50% - 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 Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Location for a Psychic Arts and Science License subject to the provisions of the planning and fire codes, Dianh Todorovich, dba Palmist and dba Worton's Palmistry Studios, From: 4644 West Charleston Boulevard, To: 4646 West Charleston Boulevard, Dianh Todorovich, Owner 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 Location for a Psychic Arts and Science License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Location for a Psychic Arts and Science License subject to the provisions of the planning and fire codes, Nina Demetro, dba Psychic World, From: 1440 East Charleston Boulevard, Suite A, To: 1500 East Sahara Avenue, Suite B, Nina Demetro, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Psychic Arts and Science License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of award of Agreement No. 100032-TF, Prime Design Services Agreement for Lorenzi Park Renovation, Phase 2 located at 333 West Washington Avenue - Department of Public Works - Award recommended to: JW ZUNINO & ASSOCIATES ($1,452,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,452,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant will provide Phase 2 architectural design for Lorenzi Park to include reconfiguring the lake, new pumps for the lake, large and small restrooms, picnic, exercise and playground areas, basketball courts, pathway and trail systems, utilities, landscaping, irrigation and site electrical. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Jack Zunino (702) 253-9390

RECOMMENDATION:
That City Council approve award of Agreement No. 100032-TF, Prime Design Services Agreement for Lorenzi Park Renovation, Phase 2 to JW Zunino & Associates in the amount of $1,452,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT "G"

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	JW Zunino & Associates
Address	3191 S. Jones Blvd. Las Vegas, NV 89146
Telephone	702-253-9390 702-253-1016
DUNS No.	743119415

Block 2 Description

Subject Matter of Contract/Agreement

PSA- Design Lorenzi Park Renovation Phase 2

RFP #

Block 3 Type of Business

[ ] Individual [ ] Partnership [X] 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.	Jack W. Zunino/ Principal	3191 S. Jones Blvd., Las Vegas, NV 89148	702-253-9390
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Jack Zunino
Name

Aug 6, 2009.

Subscribed and sworn to before me this 6th day of August, 2009.

Gail D. Wilkinson
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 080254-DC, Engineering Design Services for Construction Management, Inspections and Material Testing for the Downtown Bus Rapid Transit project located at Casino Center Boulevard and Third Street - Department of Public Works - Award recommended to: VTN NEVADA ($640,304 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $640,304
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On May 7, 2008 City Council approved award of Agreement No. 080254-DC for engineering design services during the construction of the Downtown Bus Rapid Transit project. This amendment is due to the construction being extended an additional seven months. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is being provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Ken Gilbreth, P.E. - (702) 247-4020

RECOMMENDATION:
That City Council approve award of Amendment No. 1 to Agreement No. 080254-DC, Engineering Design Services for Construction Management, Inspections and Material Testing to VTN Nevada in the amount of $640,304 for a revised total amount of $2,440,304. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

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**

Name: VTN Nevada

Address: 2727 S Rainbow Blvd
Las Vegas, NV 89146
Telephone: 702-247-4020

EIN or DUNS

Block 2 **Description**
Downtown Bus Rapid Transit – Casino Center B&C

RFP#

Block 3 **Type of Business**

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

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

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2010

Name

8-12-09
Date

Subscribed and sworn to before me this 12th day of August, 2009

Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of award of Agreement No. 100014-LD, Engineering Services for New City Hall Parking Garage located at 400 and 500 South Main Street - Department of Public Works - Award recommended to: BARKER DROTTAR ASSOCIATES, LLC ($107,800 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $107,800
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will provide assistance to City staff in the area of structural design to develop the bridging documents to be used for the design/build project that will construct the new City Hall garage. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Kris M. Baker, P.E. - (702) 310-8000

RECOMMENDATION:
That City Council approve the award of Agreement No. 100014-LD, Engineering Services for New City Hall Parking Garage to Barker Drottar Associates, LLC in the amount of $107,800. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT "G"

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	Barker Drottar Associates, LLC
Address	4425 South Polaris Ave. Las Vegas, NV 89103
Telephone	(702)310-8000
EIN or DUNS	26-0020684

Block 2	**Description**
Subject Matter of Contract/Agreement:	Provide structural design services as part of the design-build bridging document team.
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.	Kris Michael Barker Principal	4425 South Polaris Ave. Las Vegas, NV 89103	(702)310-8000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

RUPINDER UPPAL
NOTARY PUBLIC
STATE OF NEVADA
APPT. No 06-104602-1
MY APPT. EXPIRES MARCH 20, 2010

Kris M. Barker
Name

6/17/09
Date

Subscribed and sworn to before me this 17th day of June, 2009.

Notary Public

STATE of NEVADA
COUNTY of CLARK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of award of Contract No. 090249-TB, Task Order Contract for Consulting Services for Oracle Software - Department of Information Technologies - Award recommended to: CEDARCRESTONE, INC. ($300,000 - Computer Services Internal Service Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This contract provides for consulting services related to Oracle Software Applications. CedarCrestone will be assisting with implementation and training of two new Oracle modules, iReceivables and iPayments, and subsequent training on existing modules as necessary. Contract value is a not-to-exceed amount. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Boyce
POC: Fenton Penna - (303) 641-5578

RECOMMENDATION:
That City Council approve award of Contract No. 090249-TB to CedarCrestone, Inc. in the amount of $300,000. 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 CedarCrestone, Inc.
Address 1255 Alderman Dr, Alpharetta,GA 30005
Telephone (678) 385-7540
EIN or DUNS 58-2548193

Block 2 Description
Contract for Oracle Consulting Services
Contract No. 090249-TB

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.	Calvin J. Yonker-President/CEO	1255 Alderman Dr,Alpharetta,GA 30005	(678) 385-7545
2.	Brian E. Fees-VP/Treasurer/CFO	1255 Alderman Dr,Alpharetta,GA 30005	(678) 385-7544
3.	Dale Coggins - Secretary	65 Drinkwater Rd,Hampton Falls, NH	(603) 502-8001
4.	Marlene Smith - Asst. Secretary	1255 Alderman Dr,Alpharetta,GA 30005	(678) 385-7553
5.	See Attachment		
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

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: Calvin J. Yonker

August 5, 2009
Date

Subscribed and sworn to before me this 5th day of August, 2009.

Notary Public

MARLENE J. SMITH NOTARY PUBLIC FORSYTH COUNTY, GEORGIA

Marlene J. Smith
Notary Public
Forsyth County, Georgia
My commission expires April 22, 2013

Investor/Shareholder	% Interest by Value at	Interest Type	Address
Calvin J. Yonker	2.2%	Stock	c/o CedarCrestone, Inc. Management Stockholder Representative, 1255 Alderman Drive, Alpharetta, GA 30025
The Wellcome Trust Limited	5.0%	Stock held in a Limited Partnership	c/o Alchemy Partners Nominees Limited, Trafalgar Court, Les Banques (c/o Northern Trust PO Box 255), St. Peter Port, Guersey GY1 3QL
Weyerhaeuser Company Master Retirement Trust	5.0%	Stock held in a Limited Partnership	
J.P. Morgan Corporate Finance Institutional Investors LLC	4.9%	Stock held in a Limited Partnership	
Standard Life European Private Equity Trust Plc	4.8%	Stock held in a Limited Partnership	
State of Wisconsin Investment Board	4.5%	Stock held in a Limited Partnership	
GS Vintage Fund II, L.P.	4.4%	Stock held in a Limited Partnership	
Standard Life Investments (Private Equity) Limited	3.9%	Stock held in a Limited Partnership	
Massachusetts Institute of Technology	3.5%	Stock held in a Limited Partnership	
General Motors Investment Management Corp	3.0%	Stock held in a Limited Partnership	
GS Vintage Fund II Offshore Holdings, L.P.	2.8%	Stock held in a Limited Partnership	
GS Private Equity Partners 1999, LP	2.6%	Stock held in a Limited Partnership	
MSD Portfolio L.P. Investments	2.5%	Stock held in a Limited Partnership	
Uberior Investments PLC, LP	2.5%	Stock held in a Limited Partnership	
White Oaks, Inc.	2.5%	Stock held in a Limited Partnership	
UBK/Alchemy Buyout Fund LP	2.5%	Stock held in a Limited Partnership	
ML Diversified Private Equity Equity Alchemy Holdings, L.P.	2.4%	Stock held in a Limited Partnership	
Pregu GmbH (Hamburgische Landesbank)	2.1%	Stock held in a Limited Partnership	
Los Angeles City Employees Retirement System	2.1%	Stock held in a Limited Partnership	
AFA Sjukforsakring	1.6%	Stock held in a Limited Partnership	
The Rockefeller University	1.5%	Stock held in a Limited Partnership	
BAE Systems	1.5%	Stock held in a Limited Partnership	
US Air Master Trust	1.5%	Stock held in a Limited Partnership	
Boston Safe Deposit & Trust Company for US West Pension Trust	1.5%	Stock held in a Limited Partnership	
Wirral Borough Council - Merseyside Pension Fund	1.4%	Stock held in a Limited Partnership	
J.P. Morgan Corporate Finance Private Investors LLC	1.3%	Stock held in a Limited Partnership	
The College of the Holy Cross	1.2%	Stock held in a Limited Partnership	
Susan L Dell Separate Property Trust	1.0%	Stock held in a Limited Partnership	
The University of Chicago	1.0%	Stock held in a Limited Partnership	
West Midlands Pension Fund	1.0%	Stock held in a Limited Partnership	
Alchemy Partners CI (Guernsey) Limited	1.0%	Stock held in a Limited Partnership	
Pantheon International Participations Plc	1.0%	Stock held in a Limited Partnership	
Morgan Stanley Alternative Investment Partners LP	1.0%	Stock held in a Limited Partnership	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 080082-DC, Engineering Design Services for Construction Management, Inspections and Material Testing located along Martin Luther King Boulevard from Alta Drive to Carey Avenue - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($599,502.54 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $599,502.54
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On December 5, 2007 City Council approved award of an engineering design services agreement for construction management, inspections and material testing associated with the Martin Luther King widening project. This first amendment provides for these services for an additional ten month period until May 2010 due to the construction being extended. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Chad McDermott - (702) 597-3327

RECOMMENDATION:
That City Council approve Amendment No. 1 to Agreement No. 080082-DC, Engineering Design Services for Construction Management, Inspections and Material Testing to HDR Engineering, Inc. in the amount of $599.502.54, which brings the total agreement amount to $2,459,502.54. Authority to execute the Amendment 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	HDR ENGINEERING INC
Address	7180 Pollock Drive #200 LAS VEGAS, NV 89119
Telephone	702-938-6000
EIN or DUNS	18-729-4624

Block 2 **Description**	
Subject Matter of Contract/Agreement	ENGINEERING SERVICES
RFP #	Agreement No. 080082-DC

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.	HDR, INC. (100%)	8404 INDIAN HILLS DR. OMAHA, NE 68114-4098	402-399-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

LOLENE J. TERRY
Name

AUGUST , 2009
Date

Subscribed and sworn to before me this 4 day of AUGUST 2000. 2009

Janice D. Schneider
Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
No: 08-107639-1 July 25, 2010

[June 2000]

HDR Engineering, Inc.

Directors

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
David S Backer	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President
William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President

Officers

Robert F Clair	Senior Vice President
David L Clark	Senior Vice President
Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President
Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President
Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President

Officers

James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President
David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President
Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
R Daniel Olson	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President
Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President

Officers

Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President
Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Philip M Armstrong	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President
Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Vicki J Beaublen	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Steven R Bergman	Vice President
Todd B Bethard	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Bill Blaylock	Vice President
Robert M Boling	Vice President
James W Booty	Vice President
Mark D Borenstein	Vice President

Officers

Paul R Bott	Vice President
Eugene L Bougdanos	Vice President
Charles J Brackett	Vice President
Greg G Bradshaw	Vice President
Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D Burgel	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
Gregory S Chiodo	Vice President
Virginia Cisneros	Vice President
Matt J Clark	Vice President
Craig A Close	Vice President
Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
David L Connelly	Vice President
Donald F Connors	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Jeffrey S Dailey	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President
David M Dechant	Vice President

Officers

Betty J Dehoney	Vice President
Edward J Delaforest	Vice President
John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
George T Ellason	Vice President
John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
Christine E English	Vice President
Marc W Eshelman	Vice President
John R Evans II	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fonnesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Lee E Frederiksen	Vice President
Larry W Frevert	Vice President
Ruth M Fritsch	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Robert C Gallup	Vice President
Duane P Gapinski	Vice President
Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President

Officers

James B Gibson	Vice President
James R Glaser	Vice President
Jeffrey B Glover	Vice President
Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President
Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Steven C Hankins	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Larry V Hoffman	Vice President
Donald R Holcomb	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howle	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President

Officers

John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President
Vincent J Izzo	Vice President
Brent W Jensen	Vice President
Bradford L Johnson	Vice President
David C Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President
Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
Robert E Kellner	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tuso	Vice President
John Lam	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President
Juan C Lopez-Paniagua	Vice President

Officers

Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Hassan A Mahan	Vice President
Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Phillip J Mason	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President
Mark McLaren	Vice President
Thomas C McLaughlin	Vice President
John L McPherson	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Daniel C Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President
Jason E Neil	Vice President
Richard M Niedergeses	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
Craig R Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President
Vivian L Pappel	Vice President

Officers

Danny C Park	Vice President
Dan L Pecha	Vice President
James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Paula C Pienton	Vice President
Samuel M Planck	Vice President
John R Plattsmier	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President
Michael A Principe	Vice President
Marius K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
John A Ranon	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President
Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Matthew D Ryan	Vice President
Claude T Sakr	Vice President
Thomas R Schaffer	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Bahram Seifipour	Vice President

Officers

Matthew J Selinger	Vice President
Kristine K Shaner	Vice President
William H Sharp	Vice President
James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President
Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Brian A Swindell	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Kendal R Tanner	Vice President
Chester A Teaford	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Perincherry Vijayakumar	Vice President
John A Villager	Vice President
David J Vozzolo	Vice President
George M Waldow	Vice President

Officers

Harry B Walker	Vice President
Roni Werman	Vice President
Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President
William F Zimmerman	Vice President
Lloyd B Zola	Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of an Encroachment Request from Aptus Architecture on behalf of Robert Lawson and Robert Adams, owners (northwest corner of Maryland Parkway and Jessica Avenue) - Ward 3 (Reese)

Fiscal Impact

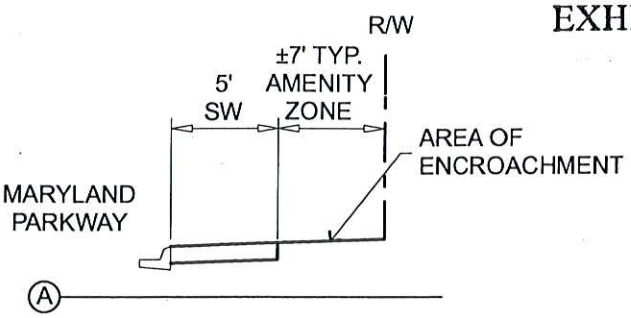
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

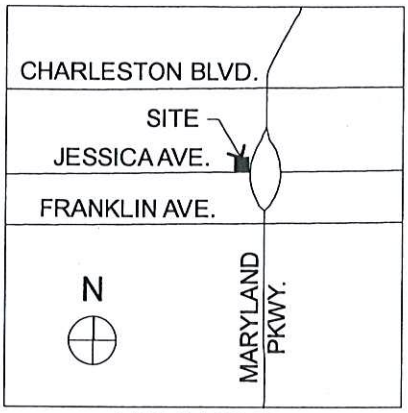
PURPOSE/BACKGROUND:
This request consists of an approximate 6-foot by 6.5-foot wide area of landscaping on the north side of Jessica Avenue extending approximately 59-feet westward from Maryland Parkway and an approximately 7-foot wide area of landscaping on the west side of Maryland Parkway extending approximately 100-feet northward from Jessica Avenue, consisting of trees, shrubs, ground cover and an irrigation system for the proposed development at 1148 South Maryland Parkway. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

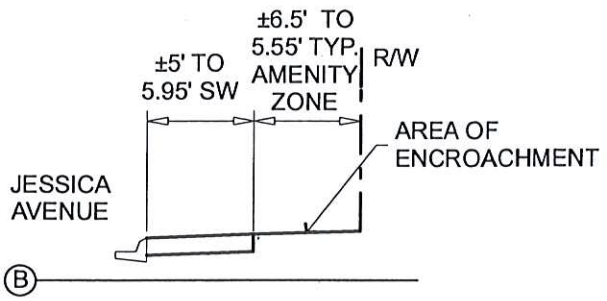
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (northwest corner of Maryland Parkway and Jessica Avenue)

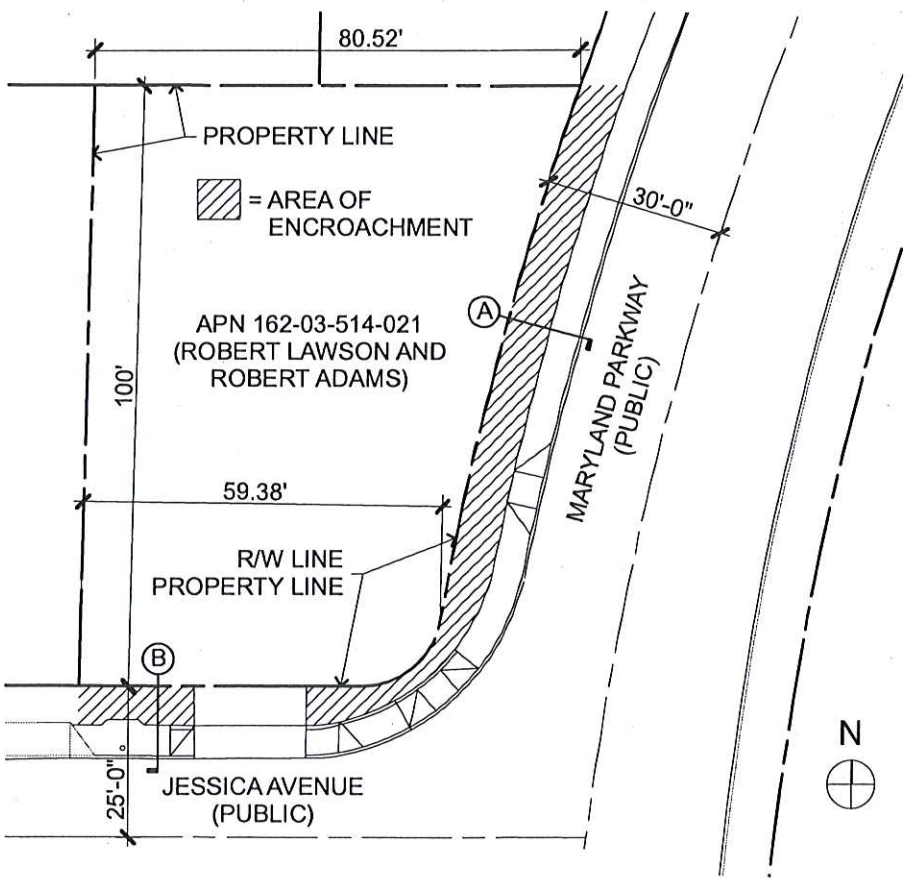
EXHIBIT "A"





VICINITY MAP





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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Rule 9 Line Extension Agreement with Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Neon Boneyard Park project located east of Las Vegas Boulevard at McWilliams Avenue ($211,673 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $211,673
Funding Source: SNPLMA
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is beginning the construction phase of the Neon Boneyard Park project that will be located east of Las Vegas Boulevard at McWilliams Avenue. The utility improvements associated with this Line Extension Agreement will relocate the existing overhead facilities underground, and provide power for park lighting associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Contract No: LEA0000187387A
Project No: 0000187387
Date Prepared: 07/01/2009

This Line Extension 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 LAS VEGAS BLVD & BONANZA and further described as APN 13927805004, 13927805005 (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 NEON BONEYARD PARK 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 **$180,767.00**.

C. Estimated Advance. The estimated Advance is **$211,673.00**, consisting of:

(1) CIAC. A CIAC in the amount of **$17,071.00**. This amount includes a non-taxable, non-refundable cost of **$11,976.00** and a taxable, non-refundable cost of **$5,095.00**. 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 $**153,301.00**. 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 $**28,207.00**.

(B) A Tax Effect relating to the CIAC in the amount of $**937.00**.

(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 $**12,157.00.** This Tax Effect is not subject to refund.

D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is $**10,395.00** ("**Estimated Allowance**"). Of this amount, $**10,395.00** 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 $**.00**.

E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility $**211,673.00** ("**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 07/01/2009.

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 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 4.9 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 98	,
Project Coordinator	DOUG GIBSON	. .
Telephone	702/402-4326	
Cellular Telephone		
FAX		
Email Address	DGibson@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: _____

Name: NEIL BOSTICK

Title: Suprv Design, New Business LVN

Date: 7/9/09

CITY OF LAS VEGAS

By: _____

Name: _____

Representing: _____

Title: _____

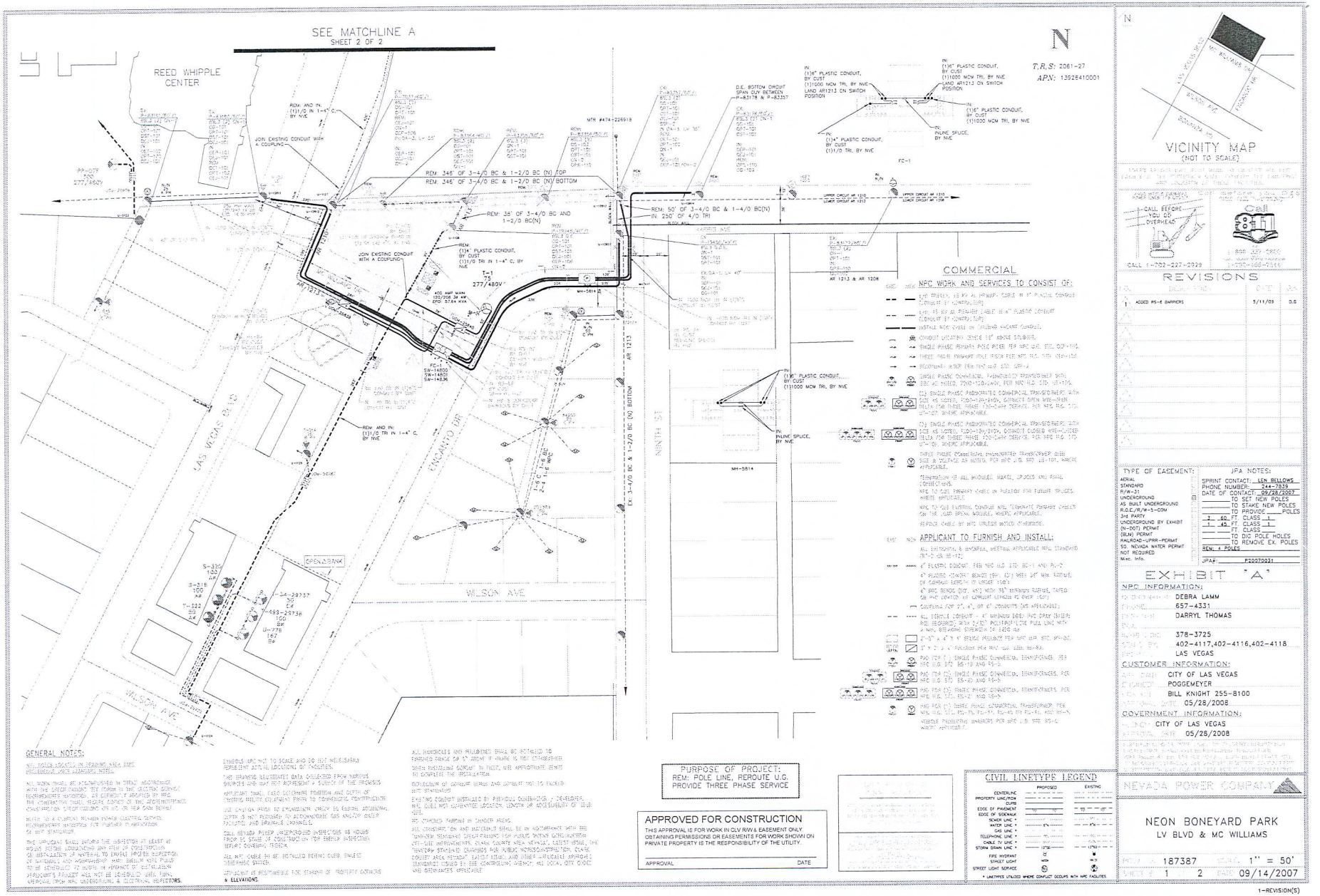
Date: _____

Approved as to form
John S. Ridilla 7/30/09
John S. Ridilla Date
Deputy City Attorney

Exhibit "A"

Design

(Attached)



GENERAL NOTES:

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS AND DETAILS OF THE ELECTRIC SERVICE REQUIREMENTS MANUAL AND CURRENT PRACTICES ADOPTED BY NPC. THE CONTRACTOR SHALL HAVE A COPY OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS AND DETAILS ON HAND DURING CONSTRUCTION.

NEVADA POWER COMPANY ELECTRIC SERVICE REQUIREMENTS MANUAL AND CURRENT PUBLICATIONS OF NPC STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY STEP OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER SUPERVISION OF BACKFILL AND WORKMANSHIP. MARK BOTTOM WIRE PULLS TO BE SCHEDULED TO WORK IN PRESENCE OF INSTALLATION INSPECTOR. APPLICANT'S PROJECT WILL NOT BE ENERGIZED UNTIL FINAL APPROVAL FROM NPC UNDERGROUND & ELECTRICAL INSPECTORS.

DRAWINGS ARE NOT TO SCALE AND DO NOT INCORPORATE PERMANENT ACTUAL LOCATIONS OF FACILITIES.

THE DRAWINGS REPRESENTS DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY FACILITIES PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. UNLESS SO NOTED, ASSUMING DEPTH IS NOT SUFFICIENT TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CROSSINGS.

CALL NEVADA POWER UNDERGROUND INSPECTIONS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR ENERGY INSPECTION SERVICE DURING TESTING.

ALL WET CABLE SHALL BE BE INSTALLED BEFORE DUCTS, UNLESS OTHERWISE NOTED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL BARRICADES AND PAVEMENT SHALL BE INSTALLED TO FURNISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

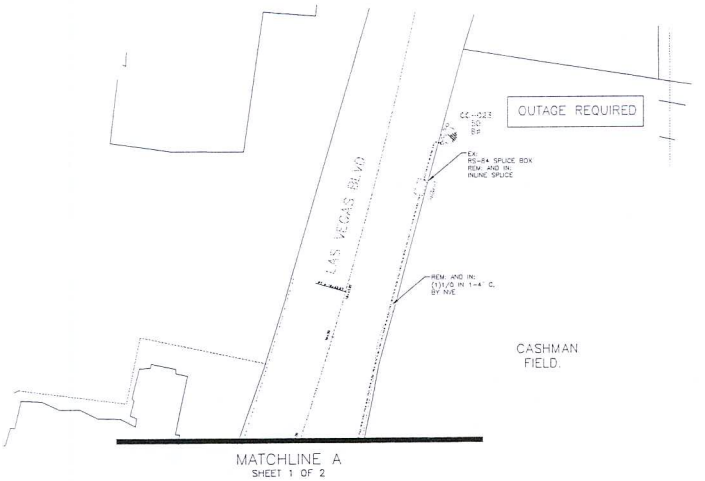
WORK PERFORMED CONTRARY TO PUBLIC USE APPROPRIATE PERMIT TO COMPLETE THE INSTALLATION.

PROTECTION OF CONCRETE SURFACE AND CONCRETE NOT TO FALSIFIED AUTO STANDARDS.

EXISTING CONCRETE INSTALLED BY PREVIOUS CONSTRUCTION, I.E. DRIVEWAYS, ETC. DOES NOT GUARANTEE LOCATION, LENGTH OR ACCESSIBILITY OF LEVER TUBE.

NO STANDARD PARKING IN TRANSFER AREAS.

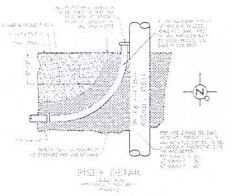
ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CITY-LIKE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE, THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE, AND OTHER APPLICABLE APPROVED STANDARDS ADOPTED BY THE CONTROLLING AGENCY, ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

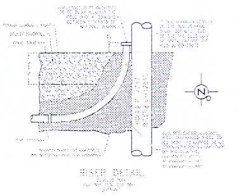


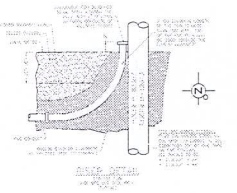
N

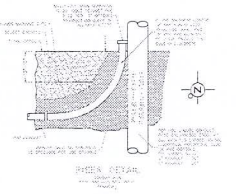
T.R.S: 2061-27

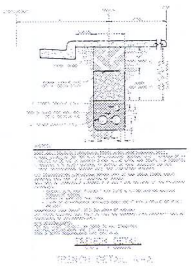
APN: 13926410001

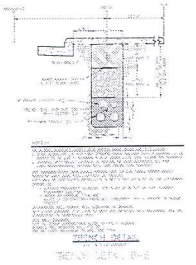


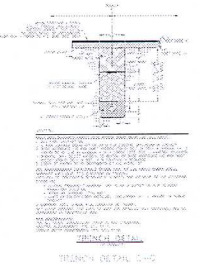


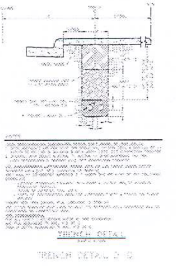


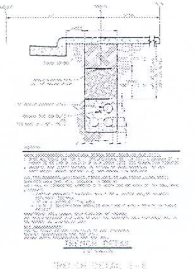


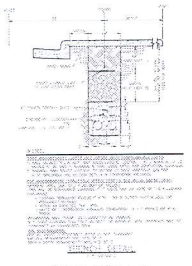












PURPOSE OF PROJECT:
REM: POLE LINE, REROUTE U.G.
PROVIDE THREE PHASE SERVICE

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
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
SEWER LINE *		
WATER LINE *		
GAS LINE *		
TELEPHONE LINE *		
CABLE TV LINE *		
STORM DRAIN LINE *		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* LINETYPES UTILIZED WHERE CONFLICT OCCURS WITH NPC FACILITIES

N



VICINITY MAP
(NOT TO SCALE)

HOME LINES OVERHEAD — CALL BEFORE YOU DIG OVERHEAD — CALL 1-702-227-2929

HOME LINES UNDERGROUND — 811 — 1 800 227 2600 — 1-702-366-9544

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ADDED PS-6 BARRIERS	5/11/09	D.G

TYPE OF EASEMENT:
AERIAL
STANDARD
R/W-31
UNDERGROUND
AS BUILT UNDERGROUND
R.O.E./R/W-5-COM
3rd PARTY
UNDERGROUND BY EXHIBIT
(N-DOT) PERMIT
(BLM) PERMIT
RAILROAD-UPRR-PERMIT
SO. NEVADA WATER PERMIT
NOT REQUIRED
Misc. Info.

JPA NOTES:
SPRINT CONTACT: LEN BELLOWS
PHONE NUMBER: 244-7849
DATE OF CONTACT: 09/28/2007
_____ TO SET NEW POLES
_____ TO STAKE NEW POLES
_____ TO PROVIDE ____ POLES
1 - 60 FT. CLASS 1
1 - 45 FT. CLASS 1
____ - ____ FT. CLASS ____
_____ TO DIG POLE HOLES
_____ TO REMOVE EX. POLES
REM: 4 POLES
JPA#: P20070031

EXHIBIT "A"

NPC INFORMATION:
DESIGNER: DEBRA LAMM
PHONE: 657-4331
ENGINEER: DARRYL THOMAS
FAX:
PHONE NO.: 378-3725
MAP BK: 402-4117,402-4116,402-4118
DIST: LAS VEGAS

CUSTOMER INFORMATION:
AGENCY: CITY OF LAS VEGAS
CONTACT: POGGEMEYER
PHONE NO.: BILL KNIGHT 255-8100
REQ'D BY: 05/28/2008

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVED BY: 05/28/2008

NEVADA POWER COMPANY

NEON BONEYARD PARK
LV BLVD & MC WILLIAMS

JOB NO. 187387 SCALE 1" = 50'
SHEET 2 2 DATE 09/14/2007

1-REVISION(S)

Exhibit "B"

Cost Worksheet

(Attached)

NVEnergy

07/09/2009

CITY OF LAS VEGAS
400 N. STEWART AVE
LAS VEGAS, NV 89101

RE: Project LEA - Line Extension Agreement, Project ID #0000187387

Dear Applicant:

Attached for your review and signature is the LEA - Line Extension Agreement ("Agreement") for your new development project. After 90 days, the Agreement is no longer open to acceptance, and NV Energy may provide you with a new contract with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event NV Energy cancels the project, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

Should you have any other questions regarding this Agreement, please contact me at 702/402-4326 .

Sincerely,

DOUG GIBSON

Enclosure as noted

NV Energy

NEW BUSINESS INVOICE

Contract remittance sheet for Project # 0000187387

Contract Amount Due: $ 211,673

Date Issued: 07/09/2009

Project Name: NEON BONEYARD PARK

Contract Type: LEA

Customer Address: CITY OF LAS VEGAS 400 N. STEWART AVE LAS VEGAS, NV 89101

Customer Phone:

Customer Fax:

Customer Email:

Project Coordinator: DOUG GIBSON

Phone Number: 702/402-4326

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	153,301	0	28,207	181,508
Non-Refundable	5,095	11,976	13,094	30,165
			Total Advance Due:	$211,673

Please remit with payment two (2) signed contracts, one (1) signed tax sheet, other necessary project documentation as directed by your project coordinator.

NV Energy must receive all of the above before the project will be scheduled for construction.

The contract and the above stated contract amount due become void if the contracts, tax sheet, and payment for the above contract are not returned to NV Energy's New Business Contract Administration with the appropriate signatures within ninety (90) days of customer receipt of these documents.

Remittance Instructions:

1. Make checks payable to NV Energy.
2. Write your project # (shown above) on the check.
3. Please remit this invoice along with payment for the balance due, two (2) signed contracts, one (1) signed tax sheet, by mail or in person to the following location:

New Business Contract Administration
New Development Center - NV Energy
6275 West Sahara Avenue
Las Vegas, NV 89146

Contact the New Business Contract Administration at (702) 633-8636 with any questions or concerns. Thank you!

NV ENERGY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer:

Project Name: NEON BONEYARD PARK Project ID: 0000187387

Contract No.: Tax ID: Version: No 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 18.4000%

A) SUBJECT TO REFUND TAXABLE AMOUNT (252.000, 107.000)

☐ CONTRACTS - MP (252.000)	
☒ CONTRACTS LEA (107.000)	153,301
☐ ATTACHMENT LE/LEA/MP (252.000)	
☐ PRE-DESIGN (252.000)	
Total (A):	153,301

B) SUBJECT TO REFUND TAX (253.000, 253.030)

(A) X 18.4000 = (253.000)

18.4000 = 28,207 (253.030)

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

☐ CONTRACT - CIAC OVER 20,000	
☒ CIAC (RELOCATION) UNDER 20,000	5,095
☐ EXPEDITED SERVICE REQUEST	
☐ UTILITY SHARED TRENCH	
☐ CUSTOMER REVISION	
☐ CUSTOMER UPGRADE	
☐ ATTACHMENT TO EXISTING LE/MP	
Total (C):	5,095

D) NON-REFUNDABLE TAX (253.030)

(C) X 18.4000 = 937

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 66,072 X 18.4000

(Trench Tax) = 12,157

F) SUBJECT TO REFUND / NON-TAXABLE AMOUNT (252.000, 107.000)

Total (F): (252.000)

(107.000)

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

☐ PUBLIC GOOD OVER 20,000	
☐ PUBLIC GOOD UNDER 20,000	
☐ TEMPORARY POWER	
☐ EXPEDITED SERVICE REQUEST	
☐ CUSTOMER REVISION	
Total (G):	0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

☐ CONTRACT CIAC REMOVAL OVER 20,000	
☒ NO CONTRACT REMOVAL UNDER 20,000	11,976
☐ EXPEDITED SERVICE REQUEST	
☐ CUSTOMER REVISION	
Total (H):	11,976

Total A.1) SUBJECT TO REFUND TAXABLE (252.000)	A.1 =	0
Total A.2) SUBJECT TO REFUND TAXABLE (107.000)	A.2 =	153,301
Total B.1) SUBJECT TO REFUND TAX (253.000)	B.1 =	0
Total B.2) SUBJECT TO REFUND TAX (253.030)	B.2 =	28,207
Total C) NON-REFUNDABLE TAXABLE (107.000)	C =	5,095
Total D) NON-REFUNDABLE TAX (253.030)	D =	937
Total E) NON-REFUNDABLE TAX (253.090)	E =	12,157
Total F.1) SUBJECT TO REFUND / NON-TAXABLE (252.000)	F.1 =	0
Total F.2) SUBJECT TO REFUND / NON-TAXABLE (107.000)	F.2 =	0
Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)	G =	0
Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)	H =	11,976
Total Advance	**Customer Advance =**	211,673

Please make check payable to NV Energy.

Advance subject to refund plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____ **Date:** _____

NV ENERGY: _____ **Date:** _____

Rev. 01/28/09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Rule 9 Line Extension Agreement with Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Arts District Gateway project located at the intersections of Charleston Boulevard and Casino Center Drive and Charleston Boulevard and 4th Street ($2,418 - Nevada Department of Transportation (NDOT)/Municipal Arts Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,418
Funding Source: NDOT/Municipal Arts Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas will be beginning the construction phase of the Arts District Gateway project that will be at the intersections of Charleston Boulevard and Casino Center Drive and Charleston Boulevard and 4th Street. The utility improvements associated with this Line Extension Agreement will provide power services for artist sculptures associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Contract No: LEA0000192153A
Project No: 0000192153
Date Prepared: 07/29/2009

This Line Extension 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 CHARLESTON & CASINO CENTER & 4TH and further described as APN 13934410138, 16203110072 (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 CLV-PAINTBRUSH LED'S 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 $**5,227.00**.

C. Estimated Advance. The estimated Advance is $**2,418.00**, consisting of:

(1) CIAC. A CIAC in the amount of $**245.00**. This amount includes a non-taxable, non-refundable cost of $**133.00** and a taxable, non-refundable cost of $**112.00**. 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 $**1,456.00**. 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 $**268.00**.

(B) A Tax Effect relating to the CIAC in the amount of $**21.00**.

(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 $**428.00.** This Tax Effect is not subject to refund.

D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is $**3,526.00** ("**Estimated Allowance**"). Of this amount, $**3,526.00** 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 $**.00**.

E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility $**2,418.00** ("**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 07/29/2009.

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 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 4.9 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	JANE KING	RANDY McCONNELLE
Telephone	702/402-4340	229-2186
Cellular Telephone	702-275-6263	386-9108
FAX	702-657-4321	464-5763
Email Address	JKing@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: Ivory K. Blue I

Name: IVORY BLUE

Title: Suprv, Design, New Business LVN

Date: 7-29-09

CITY OF LAS VEGAS

By: _____

Name: _____

Representing: _____

Title: _____

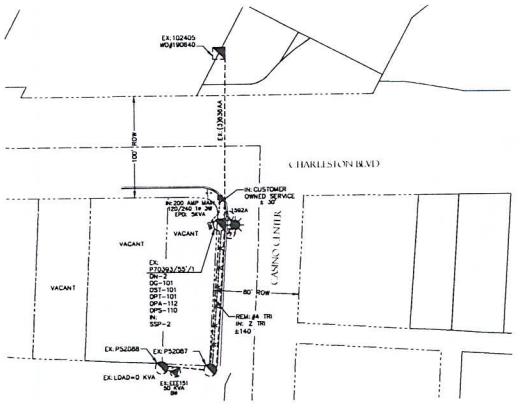
Date: _____

Approved as to form

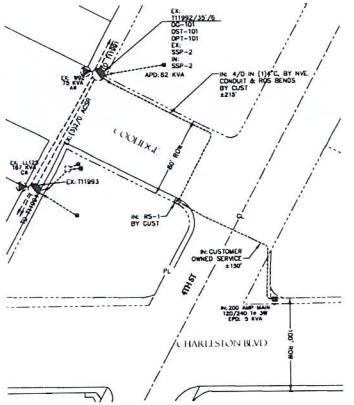
John S. Ridilla 8/3/09

John S. Ridilla Date

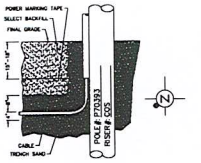
Deputy City Attorney



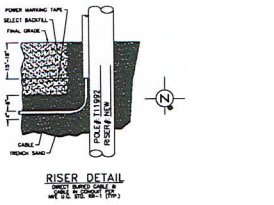
SITE 1



SITE 2



RISER DETAIL
DIRECT BURIED CABLE IN CONDUIT RISER
NVE STD. RT-1 SECTION (TYP.)



TRENCH DETAIL
NVE U.G. STD. RT-12 (REV. 4/96/02)
(RESIDENTIAL AND COMMERCIAL)

RISER DETAIL
DIRECT BURIED CABLE IN CONDUIT RISER
NVE U.G. STD. RT-1 (TYP.)

NVE OVERHEAD SYMBOLS

EXIST	NEW	
●	○	SOLE USE WOOD POLE
◕	⊘	JOINT USE WOOD POLE
■	□	SOLE USE STEEL POLE
◪	⊠	JOINT USE STEEL POLE
⊕	⊚	GUY POLE.
→	→/	GUY
•	•'	TAP
S	S'	SWITCH
F	F'	FUSE
⊣⊢	⊣/⊢	DOUBLE DEAD END
⊣⊢	⊣⊢	INSULATOR
C	C'	CAPACITOR BANK
R	R'	REGULATOR
R	R'	RECLOSER
FI	FI'	FAULT INDICATOR
T	T'	SINGLE PHASE TRANSFORMER
✷	☼	PAL LIGHT
— —	——	OH PRIMARY WIRE
— —	——	OH SECONDARY WIRE
— —	——	OH SERVICE WIRE

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE 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. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

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 NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE 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.

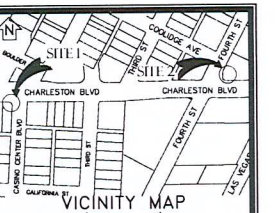
DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE 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.

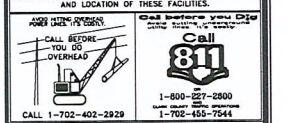
NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.



REVISIONS

NO.	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:		JPA NOTES:	
AERIAL	☐	EMBARQ CONTACT:	LEN BELLOWS
STANDARD	☒	PHONE NUMBER:	244-7829
R/W-31	☐	DATE OF CONTACT:	04/21/2009
UNDERGROUND	☐	____	TO SET NEW POLES
AS BUILT UNDERGROUND	☐	____	TO STAKE NEW POLES
R.O.E./R/W-5-COM	☐	____	TO PROVIDE ____ POLES
3rd PARTY	☐	____	FT. CLASS ____
UNDERGROUND BY EXHIBIT	☐	____	FT. CLASS ____
(N-001) PERMIT	☐	____	FT. CLASS ____
(DLAV) PERMIT	☐	____	TO DIG POLE HOLES
RAILROAD-UPRR-PERMIT	☐	____	TO REMOVE EX. POLES
SO. NEVADA WATER PERMIT	☐	ADD COS RISER TO P70393.	
NOT REQUIRED	☐	REMOVE COS RISERS P183112.	
Misc. Info.	☐	JPA#:	P200900410

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: JANE KING
PHONE: 402-4340
DESIGNER: MAGGIE CRITTLE
DCA: N/A
INSPECTOR: 378-3725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT CITY OF LAS VEGAS
ENGINEER: R2H ENGINEERING (ANDREW)
CONTACT: RANDY MCCONNELL 229-2186
APPROVAL DATE: 05/04/2009

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 05/04/2009

FOR EACH SERVICE POINT (POINT OF DELIVERY) ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT	TC TC	TC TC
EDGE OF SIDEWALK		
SEWER LINE *	S"S	S"S
WATER LINE *	W"W	W"W
GAS LINE *	G"G	G"G
TELEPHONE LINE *	TEL	TEL
CABLE TV LINE *	CATV	CATV
STORM DRAIN LINE *	SD"SD	SD"SD
FIRE HYDRANT	FH	FH
STREET LIGHT	SL	SL
STREET LIGHT SERVICE	SLS	SLS

* LINETYPES UTILIZED WHERE CONFLICT OCCURS WITH NVE FACILITIES

PURPOSE OF PROJECT:
PROVIDE SERVICE TO (2) 200 AMP METER PEDESTALS

NVEnergy

CLV-PAINTBRUSH LED'S
CHARLESTON @ CASINO CENTER & 4TH

PROJ. ID: 192153	SCALE: 1" = 50'
SHEET #: 1 OF 1	DATE: 04/07/2009

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000192153 Title: CLV-PAINTBRUSH LED'S Units: 2 KVA: 10

Contract Type: Line Extension Agreement Coordinator: JANE KING Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$4,053	$4,053	$245	$0
Material & Overhead	$1,174	$1,174	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$0	$0	$0
Total	**$5,227**	**$5,227**	**$245**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$4,982	Applicant Non-Refundable Cost	$245
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$(245)
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$4,982	Excess Allowance	$0
Allowance	$3,526	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$1,456**		
		Amount Not Subject to Excess Allowance	$245
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$1,456**	**Total Non-Refundable Cost**	**$245**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$133
		Total Non-Taxable Non-Refundable Cost	**$133**
		Total Taxable Non-Refundable Cost	**$112**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$1,456
Tax	$268
Total Advance Subject to Refund	**$1,724**
Non-Refundable Advance	
Non-Taxable Advance	$133
Taxable Advance	$112
Tax	$21
Trench Tax	$428
Total Non-Refundable Advance	**$694**
Total Advance	**$2,418**

Current Tax Rate 18.4000%

Total Non-Taxable	$133
Total Taxable (Less Tax)	$1,568
Total Tax	$717
Total Advance	**$2,418**

Date Printed 7/28/2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of Interlocal Contract 607 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for the Entity Non-Project Specific Expenses project ($100,000 - RTC) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
Interlocal Contract 607 between the City of Las Vegas and the Regional Transportation Commission will encumber funding for the Entity Non-Project Specific Expenses project. This Interlocal Contract applies to the reimbursement of non-project specific expenses to expedite RTC funded projects and to allow for the reimbursement of expenses relating to RTC issues that are not attributable to a specific project. Total project funding shall not exceed $100,000. The Regional Transportation Commission approved this Contract at its July 9, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 607

ENTITY NON-PROJECT SPECIFIC EXPENSES

INTERLOCAL CONTRACT

THIS INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2009 by and between the CITY OF LAS VEGAS, herein referred to as ENTITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as RTC.

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a contract to enable the ENTITY to be reimbursed the cost of work related to RTC issues that are not attributable to a specific project has been approved; and

WHEREAS, it is desired that the City of Las Vegas utilize this reimbursement to expedite RTC roadway projects.

NOW, THEREFORE, in consideration of the covenants, conditions, and promises of the parties to proceed with the implementation of the RTC reimbursement of non-project specific expenses as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the reimbursement of non-project specific expenses, by the ENTITY, to expedite RTC funded projects and to allow for the reimbursement of expenses related to work on RTC issues that are not attributable to a specific project.

SECTION II – PROJECT COSTS

The RTC agrees to provide funding within the limits specified below:

1. The work shall be performed by the ENTITY'S employees for work on RTC issues that are not attributable to a specific project.
2. The fully burdened rate for employee will be considered reimbursable.
3. Copies of time sheets showing the RTC street and highway projects or program development activities must be submitted with each invoice.
4. Employee's expenses for work on non-RTC street and highway activities or issues are not reimbursable.
5. All records pertinent to RTC reimbursable costs are subject to audit at RTC's request.
6. "Authorization to Proceed" for reimbursement described in Section I from the period of July 1, 2009 to June 30, 2010 shall not exceed $100,000.

7. A new contract and a request for an "Authorization to Proceed" will be required on an annual basis for ENTITY non-project specific expense reimbursement.

SECTION III – GENERAL

1. Typical activities that are included in this program include preparation of agenda items, capital improvements programs, final reports and attendance at RTC meetings.
2. Employment requirements and hiring procedures will be determined by the ENTITY.
3. All costs shall be reimbursed directly to the ENTITY.
4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the reimbursement as hereinabove set forth.

APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BEVERLY K. BRIDGES, CMC
CITY CLERK

Approved as to form
John S. Ridilla 8/11/09
John S. Ridilla Date
Deputy City Attorney

DATE OF COMMISSION ACTION: 7/9/09

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

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

ATTEST:

LISA MAGNUSSON
EXECUTIVE ASSISTANT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a Settlement Agreement for the Martin Luther King Boulevard Improvements project, located on Martin L. King Boulevard from Alta Drive to Carey Avenue, between the City of Las Vegas and Wells Cargo, Inc., regarding construction issues, disputes and claims, ($795,000 - Regional Transportation Commission [RTC]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $795,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Agreement was negotiated between the City of Las Vegas and Wells Cargo, Inc., to settle construction issues, disputes and claims resulting from utility conflicts, increased costs from suppliers for materials to construct the emulsified asphalt treated base course and other project issues. The Agreement extends the contract time by 151 calendar days and compensates Wells Cargo for damages. The execution of this agreement is contingent upon approval of the associated change order based on the settlement agreement by the Regional Transportation Commission of Southern Nevada at its meeting on September 10, 2009 and approval of the settlement agreement by the City Council prior to the RTC meeting. Note that the total amount of the agreement was included in Modification No. 1 to Bid No. 07.1730.05-LED approved by City Council on January 21, 2009.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement for the Martin Luther King Boulevard Improvements Project

SETTLEMENT AGREEMENT FOR THE MARTIN LUTHER KING BOULEVARD IMPROVEMENTS PROJECT

This Settlement Agreement ("Agreement") is made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Wells Cargo, Inc., a Nevada corporation ("Wells Cargo"). The City and Wells Cargo are individually or collectively referred to herein as the "Settling Party" or"Settling Parties."

RECITALS

WHEREAS, On January 31, 2008, the City and Wells Cargo entered into a contract ("Construction Contract") providing for the construction of a project known as Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue, CLV Bid No. 07.1730.05-LED, which included improvements to Martin Luther King Boulevard ("Project");

WHEREAS, the City and Wells Cargo, through their respective authorized representatives, have participated in arms length negotiations related to construction issues, disputes, and claims related to the Project;

WHEREAS, without any admission of liability, the Settling Parties now desire to settle the construction issues, disputes, and claims as they relate to the Project, and to release each otherfrom certain claims subject to the terms and conditions set forth below;

WHEREAS, the Director of Public Works, and his designated representatives, are authorized to approve modifications to the Construction Contract provided the amount of the modification does not exceed the amount of the contingency fund established for the Project; and

WHEREAS, the settlement agreed to herein by the Settling Parties will be made pursuant to a change order issued in connection with the Project, and not a payment under the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
EXTENSION OF TIME

The Settling Parties hereby agree to extend the contract time by 151 calendar days due to delays as of March 31, 2009 caused by utility conflicts, emulsified asphalt treated base course and other Project issues set forth below. Based on the Contract Notice to Proceed date of March 3, 2008, the original 600 calendar day Contract Time and the additional 151 calendar days, the Contract shall be substantially complete by March 23, 2010. No further work, except for the 30-day punch list items, shall be performed beyond March 23, 2010. After March 23, 2010, the conditions and requirements of Special Provisions Section 108.09 "Failure to Complete the Work on Time" shall apply. The aforementioned dates are subject to delays or other Project issues that may be encountered by the Settling Parties after March 31, 2009.

ARTICLE II
ADDITIONAL WORK

The City is granting this Extension of Contract time for work completed to date and Wells Cargo has not agreed to perform any additional items of work.

ARTICLE III
SETTLEMENT AMOUNT

The Settling Parties hereby agree that the City will issue a change order, though March 31, 2009, authorizing payment to Wells Cargo in the amount of Seven Hundred Ninety Five Thousand Dollars and No Cents. ($795,000.00) ("Settlement Amount") (which includes the payment of any interest pursuant to NRS 338.010 et. seq.) as the final and complete payment for the following, all of which arose prior to March 31, 2009:

1. Compensation for issues related to Emulsified Asphalt Treated Base Course work at Five Hundred Twenty Six Thousand Eight Hundred Seventy Two Dollars and No Cents ($526,872.00).
2. Additional overhead and delay related costs for 151 calendar days at Two Hundred Ninety One Thousand One Hundred Twenty Eight Dollars and No Cents ($291,128.00).
3. A credit issued by Wells Cargo to the City in the amount of Twenty Three Thousand Dollars and No Cents ($23,000.00) for damage to fiber optic infrastructure.

The City shall pay the Settlement Amount within thirty (30) days after the execution of this Agreement by the Parties and approval by the Regional Transportation Commission of Southern Nevada ("RTC"). The Settlement Amount will be paid pursuant to a change order issued in connection with, and authorized under, the Contract, which shall be approved and executed in the same manner as other change orders issued in connection with the Project.

ARTICLE IV
RELEASE

In consideration for the City paying the Settlement Amount, Wells Cargo hereby releases the City, its officers, employees, agents, representatives and consultants from any and all current or future claims, known and unknown, related to the construction of the Project (including any and all additional costs related to change orders or requests for proposals) and any and all damages incurred (including delay damages) in connection therewith, in the past and through March 31, 2009.

In addition, Wells Cargo hereby forever releases any right under the Construction Contract to any claim related to the Construction Contract (including, but not limited to, typical street cross sections, street cross-slopes, street plan and profile views, existing and proposed topographic information, equipment requirements for construction of the pavement section, specifications related to the emulsified asphalt treated base course, the use of the term "add rock," the bid schedule, or estimated quantities), or any formal or informal communication between the Settling Parties or their agents at any time, adequately indicated to Wells Cargo at any time the necesssary labor, materials, equipment and incidentals required to construct the emulsified asphalt treated base course to the lines, grades and other requirements of the Construction Contract. Those aforementioned requirements include, but are not limited to, the milling, stockpiling, processing and handling required to utilize on-site existing asphalt and base materials for the emulsified asphalt treated base course when possible and utilizing imported materials when needed

(without leaving existing asphalt in place and meeting the reasonable conditions imposed as part of City's approval of Wells Cargo's Traffic Control Plans). Furthermore, Wells Cargo hereby forever releases any right under the Construction Contract to renegotiation of the unit price bid related to the above or due to changes in quantities resulting from changing the NDOT area for conventional pavement section to Emulsified Asphalt Treated Base Section for the following Bid Items:

1. 302.01—Type II Aggregate Base (NDOT)
2. 309.01—Construct 8-Inch or 10-Inch Emulsified Asphalt Treated Base Course
3. 309.02—Asphalt Emulsion for Asphalt Treated Base Course
4. 402.03—6-Inch Plantmix Bituminous Surface
5. 402N.01—8.5-Inch Plantmix Bituminous Surface (NDOT)
6. 403-2.01—1-Inch UTACS Bonded with PMM S3
7. 403 N.01—3/4-Inch Plantmix Bituminous Open Grade Surface (NDOT)
8. 203.01—Roadway Excavation
9. 203.02—Roadway Embankment
10. 202.27—Remove Asphalt Concrete

All of the aforementioned Bid Items 1 through 9 shall be paid based on actual quantities installed pursuant to the Construction Contract.

Specifically excluded from release are any rights Wells Cargo has under the Construction Contract for renegotiation or adjustment of the unit price Bid for Items 3, 4, and 6 listed above due to increased costs from suppliers for asphaltic materials.

Any compensation paid for Bit Item 762.01—Improvements to Parcel 139-28-312-002 beyond work already performed through March 31, 2009 and previously paid for shall be handled as force account work under the terms of the Construction Contract.

Wells Cargo hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Wells Cargo understands and acknowledges the legal significance and the consequences of the claims being released by this Agreement. Wells Cargo further represents that it understands and acknowledges the legal significance and consequence of the release of unknown current or future claims related to construction of the Project and/or for any claims or issues against the City arising from the construction of the Project in the past and through March 31, 2009.

ARTICLE IV
REPRESENTATION AND WARRANTY

The Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. Wells Cargo further agrees to defend, indemnify and hold the City or its officers harmless from any claims or causes of action, known or unknown, from Well Cargo's

subcontractors of any tier, and material suppliers in the past through March 31, 2009 related to the claims in this Agreement. The City agrees to notify Wells Cargo immediately of any claims or causes of action, which are served or received by it. Wells Cargo's obligation to defend the City commences once notified by the City or once it is notified by the claimant or litigant. Nothing contained herein is intended to release or indemnify for any claims except the claims contained in this Agreement.

ARTICLE V
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of disputed claims existing between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

ARTICLE VI
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with the claims in this Agreement in the past and through March 31, 2009.

ARTICLE VII
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

2. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

3. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

4. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The persons executing this Agreement on behalf of the Settling Party is empowered to do so and thereby bind the Settling Party.

5. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of

misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

6. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

7. The Settling parties acknowledge that this Agreement represents a good faith settlement between Wells Cargo and the City, and is intended to bar all future claims by the Parties that are related to the claims in this Agreement in the past and through March 31, 2009.

8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling 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.

10. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

11. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the parties to this Agreement.

12. 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.

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

\\\
\\\
\\\
\\\
\\\
\\\

14. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year first written above.

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 8/11/09
Deputy City Attorney Date

WELLS CARGO, INC.

By: _____

Name: DENNIS ROSS III

Title: ASSISTANT SECRETARY

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 7 day of AUGUST, 2009, before me, the undersigned Notary Public in and for said County and State, appeared DENNIS ROSS III, ASSISTANT SECRETARY of Wells Cargo, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

CATHY ARMSTRONG CARRABIS
Notary Public, State of Nevada
Appointment No. 05-97018-1
My Appt. Expires May 11, 2013

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	WELLS CARGO INC
Address:	7770 SPRING MOUNTAIN RD LAS VEGAS, NV 89117
Telephone:	702.876.0659
EIN or DUNS:	88.004 8940

Block 2	Description
Subject Matter of Contract/Agreement:	SETTLEMENT AGREEMENT MARTIN LUTHER KING BOULEVARD IMPROVEMENTS PROJECTS
RFP #:	

Block 3	Type of Business			
Individual	Partnership	Limited Liability Company	✓	Corporation

Block 4 — Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	GUY H WELLS PRESIDENT / CEO	7770 SPRING MOUNTAIN RD LAS VEGAS, NV 89117	702.876.0659
2.	HOWARD A WELLS JR. EXECUTIVE OFFICER	7770 SPRING MOUNTAIN RD LAS VEGAS, NV 89117	702.876.0659
3.	SHAWN E. LANDRUM SECRETARY	7770 SPRING MOUNTAIN RD LAS VEGAS, NV 89117	702.876.0659
4.	DENNIS A. ROSS III ASSISTANT SECRETARY	7770 SPRING MOUNTAIN RD LAS VEGAS, NV 89117	702.876.0659
5.	JOHN DAVID MIRAMONTES TREASURER	3635 S RAINBOW BLVD LAS VEGAS, NV 89103	702.873.7440
6.			
7.			
8.			
9.			
10.			

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

Block 5	**Disclosure of Ownership and Principals—Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

D. Ross III

DENNIS ROSS III Name ASSISTANT SECRETARY

AUGUST 7, 2009

Date

Subscribed and sworn to before me this 7 day of

AUGUST, 2009.

Cathy Armstrong Carrabis

Notary Public

CATHY ARMSTRONG CARRABIS
Notary Public, State of Nevada
Appointment No. 05-97019-1
My Appt. Expires May 11, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Approval of a list of projects for nomination for Round 11 funding from the special account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this item is to approve potential projects that will be submitted to the Bureau of Land Management for consideration for possible funding through the special account established as a result of the Southern Nevada Public Lands Management Act. The projects are Doolittle Park Renovation Phase II ($250,000) and the Trail Markers and Signage/Trailhead Signage ($250,000).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. SNPLMA Special Account Nominations – Round 11
2. SNPLMA Round 11 Proposed Projects Map

CITY OF LAS VEGAS, NEVADA
SNPLMA SPECIAL ACCOUNT NOMINATIONS – Round 11
Parks, Trails and Natural Areas

SNPLMA PROJECT NOMINATIONS:

Project	Ward	Cost
1. Doolittle Park Renovation Phase 2	5	$250,000
2. Trail Markers & Trailhead Signage	all wards	$250,000

PROJECT DESCRIPTIONS:

1. Doolittle Park Renovation Phase 2
   Amount Requested: $250,000

   Constructed in 1965 and encompassing 18 acres, Doolittle Park is located west of Martin Luther King Drive, south of West Lake Mead Boulevard on the east side of J Street. The park is in a deteriorating condition due to consistent heavy use. A Phase 1 of the project was approved in Round 10 for $1.4 million and is the portion of the park abutting J Street, which includes an open lawn area and a walking trail. Renovation of this phase will include re-location of the existing tot lot with a new shade structure as well as an entry treatment of the area where the tot lot was originally.

2. Trail Markers & Signage/Trailhead Signage
   Amount Requested: $250,000

   The City of Las Vegas is requesting funding to provide mileage markers and associated trailhead signage for local trails within its jurisdiction. The trail markers would likely become part of an overall emergency system tied into police and fire services. A recent regional effort has established trail mileage markers/trailhead signage standards.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Hearing Review 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, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners to correct the violations. Today's hearing is a review regarding the status of violations from the public hearing item on August 5, 2009.

RECOMMENDATION:
Review status of violations listed in the Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and the Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009. Neighborhood Response recommends a final review at the October 7, 2009 City Council meeting.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Notice and Orders to Abate Dangerous Building Demolition
4. Review Hearing Notification Letter
5. Las Vegas Fire & Rescue Report dated July 14, 2009
6. Agreement of Terms and Conditions dated August 5, 2009

City of Las Vegas

AGENDA MEMO

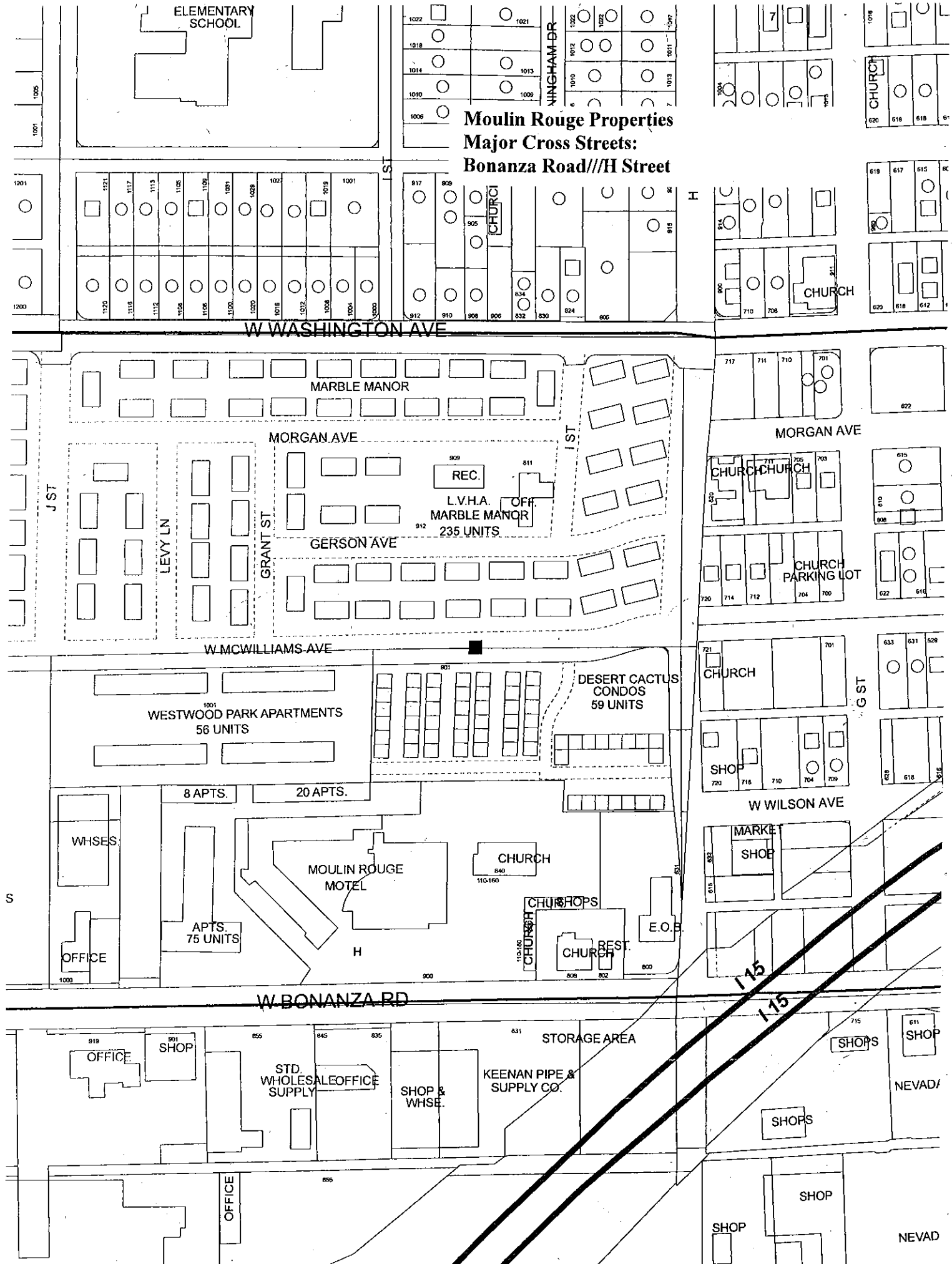
CITY COUNCIL MEETING DATE: September 2, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road

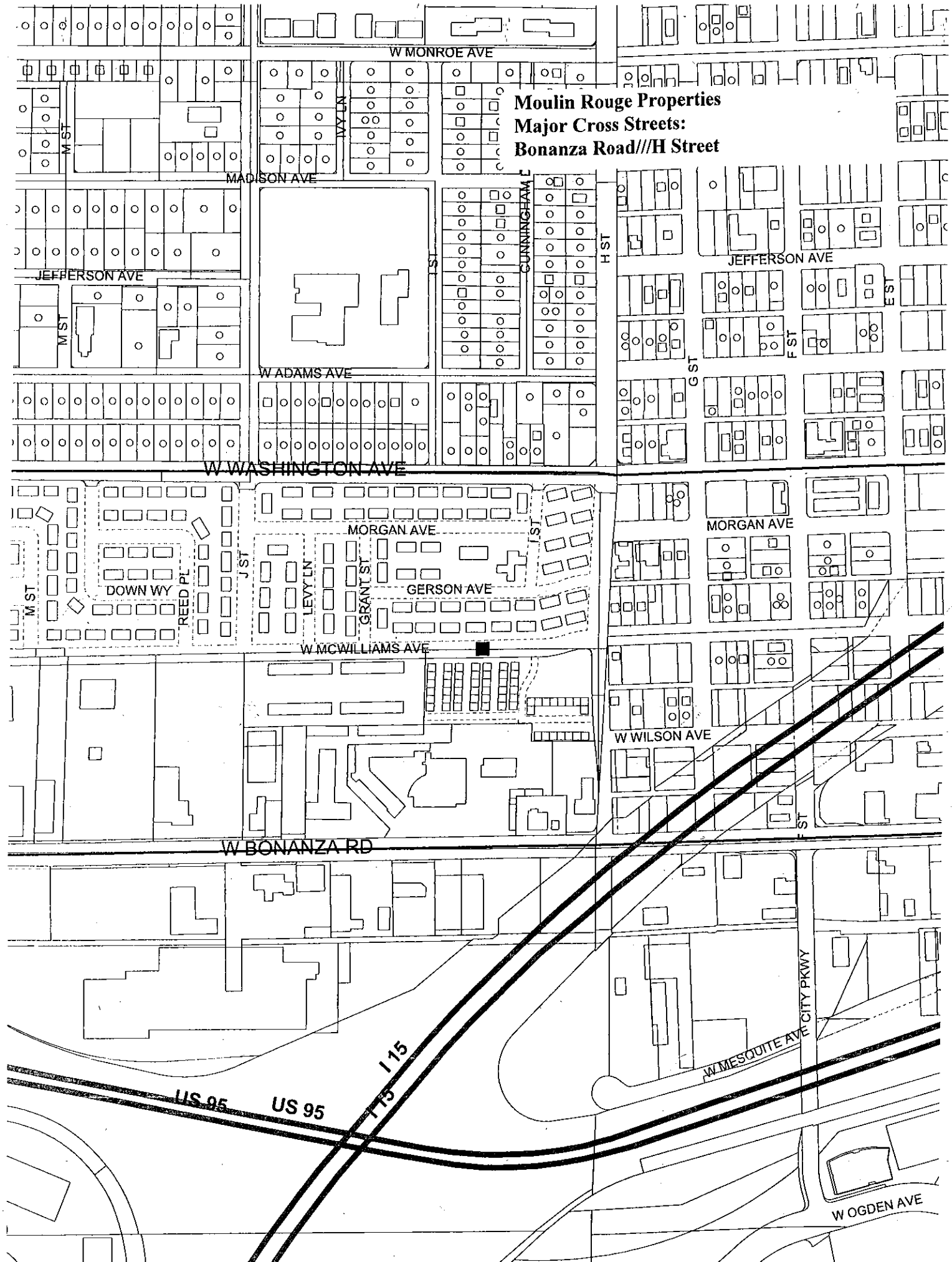
---

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, LVMC 16.08 and 16.31.

Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per Title 9.04 – Refuse and Waste, Weeds/Turf; LVMC 16.08 - Building/Dangerous and 16.31 - Vacant Buildings. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009. Neighborhood Response recommends a final review at the October 7, 2009 City Council meeting.


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
LEVY LN
GRANT ST
DOWN WY
REED PL
CITY PKWY
I 15
US 95

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003713
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-014

December 4, 2008

Case #69895
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., Suite #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

<u>Post</u>: 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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

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

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001383
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: 139-28-703-014

December 4, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

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

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

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

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

14

20081016-0001788

Fee: $17.00
N/C Fee: $0.00
10/16/2008 09:36:40
T20080246615
Requestor:
LAS VEGAS CITY
Debbie Conway BRT
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-703-014

October 10, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **840 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** 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 **commercial hotels located at 840 W Bonanza Rd.**

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, cinder block, concrete chunks, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

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

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 commercial hotels located at 840 W Bonanza Rd.

- 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 commercial hotels located at 840 W Bonanza Rd.

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003711
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.
Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

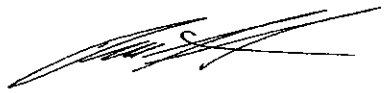
Moreover, you are hereby given notice:

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

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001381
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction,

faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

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

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/30/2008 12:36:26 T20080263975
Book/Instr: 20081030-0003215
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

October 21, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **920 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** 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 **commercial motels located at 920 W Bonanza Rd.**

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, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 commercial motels located at 920 W Bonanza Rd.**

- **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 commercial motels located at 920 W Bonanza Rd.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003712
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code
Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

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

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001380
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code
Section 115.1 – Unsafe Structures and Equipment Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

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 code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

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.

Moreover, you are hereby given notice:

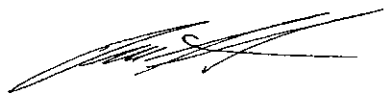
1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice 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

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/16/2008 09:36:40 T20080246615
Book/Instr: 20081016-0001789
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

October 10, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **1001 W McWilliams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** 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 **residential apartments dwelling located at 1001 W McWilliams Ave.**

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, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

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

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 residential apartments dwelling located at 1001 W McWilliams Ave.

- 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 residential apartments located at 1001 W McWilliams Ave.

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003703
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-054 copy

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** 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 townhouse located at 901 W McWilliams Ave. - #902.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #902.**

- **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 townhouse located at 901 W McWilliams Ave. - #902.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

16

20081002-0004755

Fee: $17.00
N/C Fee: $0.00
10/02/2008 14:54:55
T20080232768
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-711-054

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** 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 townhouse located at 901 W McWilliams Ave. - #902.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

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

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #902.**

- **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 townhouse located at 901 W McWilliams Ave. - #902.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003704
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** 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 townhouse located at 901 W McWilliams Ave. - #903.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #903.**

- **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 townhouse located at 901 W McWilliams Ave. - #903.**

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:

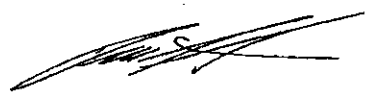
1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice 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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004754
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** 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 townhouse located at 901 W McWilliams Ave. - #903.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #903.**

- **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 townhouse located at 901 W McWilliams Ave. - #903.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003705
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** 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 townhouse located at 901 W McWilliams Ave. - #904.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #904.**

- **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 townhouse located at 901 W McWilliams Ave. - #904.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004753
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** 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 townhouse located at 901 W McWilliams Ave. - #904.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #904.**

- **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 townhouse located at 901 W McWilliams Ave. - #904.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003706
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** 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 townhouse located at 901 W McWilliams Ave. - #906.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #906.**

- **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 townhouse located at 901 W McWilliams Ave. - #906.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004752
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** 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 townhouse located at 901 W McWilliams Ave. - #906.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #906.

- 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 townhouse located at 901 W McWilliams Ave. - #906.

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003707
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #907, Las Vegas, NV, Parcel # 139-28-711-059,** 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 townhouse located at 901 W McWilliams Ave. - #907.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #907.**

- **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 townhouse located at 901 W McWilliams Ave. - #907.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004751
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #907, Las Vegas, NV, Parcel # 139-28-711-059,** 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 townhouse located at 901 W McWilliams Ave. - #907.**

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, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

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 or abandoned buildings on this 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 demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), 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 buildings; 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 vacant or abandoned building(s), plans to demolish, rehabilitate, 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 townhouse located at 901 W McWilliams Ave. - #907.**

- **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 townhouse located at 901 W McWilliams Ave. - #907.**

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 Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

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

August 13, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on August 5, 2009, Agenda Items #66 and #67 were approved for a review hearing. The hearing will be scheduled to be heard on September 2, 2009. This will be a review regarding status of violations for the properties listed above.

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

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

Las Vegas Fire & Rescue
Fire Prevention Division

July 14, 2009

The current Risk Assessment has been established for the Moulin Rouge and surrounding adjacent property including addresses.

840 W. Bonanza
900 W. Bonanza
920 W. Bonanza
901 W. Mc Williams
1001 W. McWilliams
1100 W Mc Williams

General overall site status:

The gate nearest to the 840 / 900 W. bonanza address (South/East entrance) is open and not secured allowing free access. The West side of the (casino/tower sign) remaining building is open and accessible. The 840 / 900 building (hotel) is accessible with broken windows, removed doors, combustible materials present on the inside and outside of the building. Empty swimming pool is not covered or secured. Partially damaged and remaining buildings at 920 W. Bonanza Apartment buildings (North/West) are open and accessible for vagrants and or trespassers. Rear access to the site from W. McWilliams locked and inaccessible gate at this time. Two trailers are present behind the 840 / 900 address on site. There is carpet, furniture, removed electrical equipment, and air conditioning units present in this area to the property line to the Treeline senior condos/apartments (901 W. McWilliams accessible from H Street or Mc Williams)

Primary Hazard: Dangerous site conditions, limited access onto site, limited site security. There is a single guard, no appearance of roving unless someone appears on property.

Recommendation for site: Secure, provide additional; roving guards, secure all access points, remove all combustible materials from site.

840 and 900 W. Bonanza

Current Condition:

The posted building address as 900 W. Bonanza includes the tower sign and what remains of the casino facility. (CLV interactive map reflects as 840 W. Bonanza). Only the 40' tower sign is in place with structural support devices holding up what remains of the casino and the sign structure. The supports were placed into service as a result of a fire in 2003 that consumed the entire casino complex. This section of the building is open, not secure. The stand alone 840 W. Bonanza building is not secure with electrical and mechanical equipment removed.

Address has had Five emergency medical responses documented to this location as recent as 2008.

Primary Hazard: Collapse possible due to previous fires, asbestos material may be present in what remains of the remaining structure, additional hazard to emergency response staff to presumed vacant building.

Recommendation: Demo entire group of buildings, remove empty swimming pool.

920 W. Bonanza

Current Condition: This address consists of four standalone 2 story buildings. The first building facing W. bonanza and the second running North/South were most recently converted to apartment buildings. Both buildings are accessible, with major rehab and demo work started. This has left the buildings with no windows, doors, electrical equipment, or mechanical equipment.

Address had single response 04/06/2008. Buildings were vacant at the time.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

920 W. Bonanza (cont).

Current Condition: These are the two remaining 2 story buildings at the North of the complex running East / West. Buildings are unsecure with broken glass, mechanical and electrical equipment removed and visible damage to both buildings.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

Recommendation: Confirm no existence of asbestos and demo entire group of buildings.

1001 W. Mc Williams

Current Condition: Buildings appear to be vacant at this time. Buildings are boarded up with no outward signs of vagrants entering buildings. Site has limited access.

Address has had no reported fire or emergency responses reported.

Primary Hazard: As no site security is present the chance of fire as a result of intentionally set fire is high. Site has substantial amount of combustible material and plants in the center courtyard and surrounding areas.

Recommendation: Secure site, allow approved access to 840, 900, 920 W. bonanza and 901 W. McWilliams locations, remove all combustible material and provide additional security.

901 W. Mc Williams

Current Condition: Two groups of single story buildings. The units designated as "Treeline Senior Condos" (closest to H Street) appear to only have approximately ½ of the units occupied, others are boarded and secured. Limited access only from H Street. Secondary access is through 1001 W. McWilliams location. Secondary emergency access gate is locked and secured. Available water supply is on West side of locked gate and not accessible for use in the event of fire in occupied units to East.

Primary Hazard: Fire hazard, delay in emergency response due to limited access. Substantial fire loss as a result of limited available water supply. Site has substantial fire loading due to no maintenance of landscaping.

Recommendation: Secure site and provide additional roving security, provide approved access to fire hydrants.

The second group of single story apartment buildings to the West of the Condo buildings appears to have partial occupancy at this time. Access is a single opening from W. McWilliams. Numerous locations have broken windows and have the appearance of been vandalized.

Primary Hazard: Fire hazard, delay in emergency response due to limited access.

Address had eleven Emergency medical calls and four fire responses documented in the last two years.

Recommendation: Open additional emergency response access, remove all combustible material form unoccupied units, and provide address numbers for emergency response.

AGREEMENT

The City of Las Vegas (the "*City*"), on the one hand, and Las Vegas Apartment Lenders, L.L.C., a Washington limited liability company ("*LVAL*") and Olympic Coast Investment, Inc., a Washington corporation ("*OCI*," and together with LVAL, the "*Owners*"), on the other, enter into this Agreement as of August 5, 2009 (the "*Effective Date*") and agree to the terms and conditions set forth below. The City and the Owners are sometimes referred to as a "*Party*" and together as the "*Parties*."

RECITALS

A. On or about November 20, 2006, OCI loaned funds to Moulin Rouge Properties, LLC, a Nevada limited liability company ("*Borrower*") to purchase the real property described in attached **Exhibit A** (the "*OCI Property*"). That loan was secured by a Deed of Trust dated November 20, 2006 and recorded against the OCI Property on or about November 27, 2006, in Book 20061127 as Instrument No. 0001126 in the Office of the County Recorder of Clark County, State of Nevada (the "*Official Records*").

B. On or about January 29, 2007, LVAL loaned funds to Borrower to purchase the real property described in attached **Exhibit B** (the "*LVAL Property*"). That loan was secured by a Deed of Trust dated January 29, 2007 and recorded against the LVAL Property on or about February 2, 2007, in Book 20070202 as Instrument No. 0002668 in the Official Records.

C. Borrower defaulted on both of the loans and OCI and LVAL initiated foreclosure proceedings in accordance with Nevada law and the Deeds of Trust.

D. On May 5, 2009, at a public foreclosure sale, OCI and LVAL credit bid the amount due under their respective loans, were the high-bidders, and took title to their respective Properties by Trustee's Deed Upon Sale.

E. On or about July 2, 2009, LVAL and OCI received a letter from the City (the "*City's Letter*") informing LVAL of, among other matters, (i) several notices and orders relating to violations or alleged violations of the Las Vegas Municipal Code (the "*Code*") previously submitted to Borrower, and of the recent re-recording of the notices and orders against the Properties in the Official Records (references to the specific notices and orders are set forth in the attached **Exhibit C** and are referred to in this Agreement as the "*Notices*"), (ii) of the City's abatement efforts with respect to certain condominium buildings located on the LVAL Property (the "*Treeline Condominiums*,") and (iii) of a pending hearing to be conducted before the City Council on July 15, 2009 (the "*Initial Hearing*").

F. Immediately upon receipt of the City's Letter, representatives of LVAL and OCI contacted the City to discuss the City's Letter, the Notices and the Initial Hearing.

G. On or about July 8, 2009, and pursuant to Code, LVAL and OCI filed a Notice of Appeal with the City Clerk, appealing the Notices.

H. To afford more time for resolving matters related to the Notices, the City and the Owners agreed to an abeyance of hearing of the Notices at the Initial Hearing to August 5, 2009.

I. It is the understanding of the Owners and the City that the Owners do not intend to develop or hold the Properties as a long-term investment, but rather, that the Owners are actively looking for and pursuing opportunities to sell the Properties to a developer or long-term investor (a "*Developer*").

J. With this understanding, the Owners and the City have reached an agreement with respect to the violations or alleged violations of the Code as identified in the Notices and other matters related thereto, as further set forth below.

AGREEMENT

The Owners and the City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement.

2. Obligations Relating to the Properties.

A. OCI Property.

(i) The Bell Tower. OCI shall obtain the opinion of a structural engineer, mutually acceptable to the City and OCI (the "*Engineer*"), to evaluate the structural soundness of the bell tower and the structure immediately attached to such bell tower (the "*Bell Tower*"), located on that portion of the OCI Property commonly known as 840 West Bonanza Road. OCI and the City specifically agree that the Engineer shall not take into account (a) the effects of an earthquake in determining the steps needed to prevent the collapse of the Bell Tower or (b) any work needed to make the Bell Tower habitable. The Engineer shall be advised of the foregoing items (a) and (b) by the City and OCI prior obtaining the Engineers recommendations. OCI shall take such steps, as recommended by the Engineer, to prevent the Bell Tower from collapsing. The recommendations of the Engineer and the steps necessary to prevent the Bell Tower from collapsing shall be completed no later than September 30, 2009; ***provided, however***, that if the implementation of the recommendations of the Engineer would reasonably take longer than September 30, 2009, OCI shall have such additional time to complete the recommendations so long as it has begun the work necessary to meet such recommendations and diligently prosecutes them to completion.

(ii) The Pool. OCI agrees to completely fill the emptied pool located on the OCI Property with dirt no later than August 31, 2009.

B. LVAL Property.

(i) Lien for Abatement Costs. The City will record a lien against the LVAL Property for $46,613.60 for abatement activities related to the Treeline Condominiums (the "*Abatement Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Abatement Lien, and that the City shall be paid for the Abatement Lien at the time of the sale of the LVAL Property to a Developer, at which time, the City shall assign its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien as against the OCI Property and the LVAL Property.

(ii) Treeline Condominiums Substandard. The City shall duly notice and record documentation related to the condemnation of Buildings 1 through 8 of the Treeline Condominiums known commonly as 901 West McWilliams (the "*Substandard Buildings*") as soon as practicable based on the City's determination that the Substandard Buildings are substandard and must, therefore, be demolished; ***provided, however***, that the City shall not take action to demolish or cause the demolition of the Substandard Buildings if (a) a tenant or resident is in legal or physical possession of a unit within the Substandard Buildings, or (b) no tenants or residents of a Substandard Building are in legal or physical possession of a unit within a Substandard Building, and LVAL has initiated reasonable steps to board the vacated units (such units to be boarded consistent with the requirements of ***Section C.*** below, except for the time frame required therein) and completes such boarding activities within a reasonable time. As used in the foregoing sentence, "*reasonable steps*" shall mean that the City has full authority to authorize LVAL to board the vacated units, even if not owned by LVAL, and the City has provided LVAL with written notice of such authority, including granting LVAL ten business days to commence boarding of the vacated units after the giving of such written notice. Notwithstanding anything in this *subsection (ii)* to the contrary, the City shall not be entitled to demolish or cause the demolition of the Substandard Buildings if the City has not obtained the authorization for LVAL to board the vacated units. To the extent LVAL is authorized by the City to board such vacant units and LVAL proceeds to board the units, the City agrees to indemnify, defend and hold LVAL harmless for and from any damages, liabilities, actions, suits, claims, costs or attorney's fees incurred in connection with or relating to the boarding of such vacant units. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(iii) Substandard Designation. The Parties acknowledge that the City anticipates recording substandard and vacate notices and vacating the units located in the Substandard Buildings. The Owners agree not to contest the designation of the Substandard Buildings as substandard, or the vacation of the units, so long as all of the owners of other units within the Substandard Buildings are required to bear their proportionate share of any costs, penalties, or fees associated with the designation of the Substandard Buildings as substandard and the vacation of the units.

C. Both Properties.

(i) Boarding. The Owners of the Properties agree to board to the City's specifications, which have previously been provided to OCI and LVAL, all windows and doors of those buildings located on the Properties (the "*Buildings*") on all levels no later than August 31, 2009. The City acknowledges that Owners have already contracted with a contractor who is currently boarding windows and doors on the Buildings and that the City's inspectors have been on-site to observe the boarding activities of the contractor. The City agrees that the materials and methods being used in connection with such boarding activities comply in all respects with the Code and the specifications required by the City.

(ii) Lien for Administrative Costs. The City will record a lien against the Properties for $8,800 relating to administrative costs and inspection fees for the Notices (the "*Administrative Costs Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Administrative Costs Lien, and that the City shall be paid the Administrative Costs Lien at the time of the sale of the Properties to a Developer, at which time, the City shall assign

its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien; ***provided, however***, that if the OCI Property or the LVAL Property are sold at different times, one-half of the Administrative Costs Lien shall be paid and assigned at the time of such sale and from the proceeds of such sale and the City shall execute and record a release of the Administrative Costs Lien as to the Properties sold and an amendment to the remaining Administrative Costs Lien acknowledging its reduction to $4,400.

(iii) Trash and Debris Removal. The Owners shall abate the following existing nuisance issues on the Property which constitute a fire hazard: removal of high/dead vegetation, debris/trash removal, and debris located within the Buildings (e.g., mattresses, furniture, and trash, located inside a vacant unit). The City acknowledges that the Owners have already contracted with a contractor who is currently abating such existing nuisances on the Properties and that the City's inspectors have been on-site to observe such abatement activities of the contractor. The City agrees that the methods being used and the clean-up activities being conducted comply in all respects with the Code and the specifications required by the City, and that provided such clean-up activities are carried out consistently throughout the Properties, such existing nuisance issues shall be deemed cured, including any Notices related to such nuisance issues.

(iv) Security. The Owners shall continue to maintain 24-hour/7-day security personnel on the Properties and shall keep the Properties securely fenced and locked against intrusion for the period of its or any of its subsidiaries' ownership.

3. Civil Penalties. The civil penalties accruing in connection with the uncured Notices, in the amount of $1,437,000 as of [ ], shall continue to accrue in accordance with applicable laws and regulations; ***provided, however***, that the civil penalties shall stop accruing and shall be deemed waived by the City upon satisfaction of the obligations set forth in ***Section 2*** above; ***and, provided, further,*** that notwithstanding the foregoing language indentifying the continuing accrual of civil penalties, for those civil penalties relating to a violation set forth in a specific Notice, such civil penalties shall stop accruing on the earlier of (i) the date that the violation cited under such Notice is cured, or (ii) the date that an obligation relating to the Properties, as set forth in ***Section 2*** above, is satisfied. Upon satisfaction of the aforementioned conditions for abatement and waiver of the civil penalties as against the Owners, the OCI Property and the LVAL Property, the City shall assign to the Owners any related civil penalty claims the City may have against Borrower.

4. Interim Review. The Owners (or the then current owners) shall come before the City on September 2, 2009 to evaluate the progress made in connection with obligations set forth in ***Section 2*** (the "*Interim Review*"). The City agrees to provide notice of such hearing to the Owners at the addresses specified herein and, if the ownership has changed, to the then current owners of the Properties.

5. Final Review. The Owners (or the then current owners) shall come before the City on October 7, 2009 to perform a final review of the obligations set forth in ***Section 2*** (the "*Final Review*") and the extent to which the Owners have met or satisfied the obligations set forth in this Agreement.

6. Outstanding Violations. The Owners and City acknowledge and agree that this Agreement is entered into for the purpose of resolving all outstanding violations of the Code with respect to the Properties. The Owners and City agree that upon the Owners' satisfaction of their obligations in connection with this Agreement all Notices and violations of the Code (whether referenced in a Notice or not) with respect to the Properties as of the Effective Date (collectively, the "*Current Violations*") shall be deemed satisfied and resolved to the City's full and complete satisfaction and that the Owners and the Properties shall thereafter be deemed fully and completely released from the Current Violations and the effects thereof, including any costs, penalties (including the civil penalties), fees, or charges related thereto.

7. Notification under this Agreement.

A. Addresses. All notices, demands, requests, directions and other communications (collectively, "***Notices***") required or expressly authorized to be made in this Agreement will be written and addressed (a) if to Owners, to the address set forth for Owners below or such other address as shall be notified in writing to the City after the date hereof; and (b) if to the City, at the address set forth for the City below. Notices may be given by overnight delivery service, freight prepaid; or by U.S. mail, postage paid and sent certified, return receipt requested. Electronic transmission (such as facsimile transmission or email) is not an acceptable manner for the giving of any Notice.

Owners' Address:	Olympic Coast Investment, Inc. (or Las Vegas Apartment Lenders, LLC, as applicable) c/o John Hoss 801 Second Ave., Ste. 315 Seattle, WA 98104-1512
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Beneficial Tower Salt Lake City, Utah 84101 Attention: David E. Leta, Esq.
The City:	City of Las Vegas Office of the City Attorney 400 Stewart Avenue, Ninth Floor Las Vegas, Nevada 89101-2986

B. Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) one business day after delivery to an overnight delivery service, if the Notice is given by overnight delivery service; and (ii) five business days following deposit in the U.S. mail, if the Notice is given by U.S. mail and sent certified, return receipt requested.

8. Assignability. The Owners may freely assign their respective obligations in connection with this Agreement to any affiliate or subsidiary of Owners; ***provided, however***, in the event of any assignment to a third-party, the Owners may only assign this Agreement if the third-party is taking title to one of the Properties. Upon the assignment of this Agreement, the Owner assigning its rights and obligations in connection with this Agreement shall provide evidence thereof to the City in writing, which assignment shall require the assumption by the

assignee of all rights and obligations in connection with this Agreement. Upon delivery of the effective assignment and assumption agreement to the City, and the assignee's meeting with the City to confirm outstanding obligations in connection with this Agreement (which meeting shall occur prior to the transfer of the real property), the assigning Owner shall be deemed released from its obligations in connection with this Agreement.

9. Good Faith and Cooperation.

The Parties shall cooperate with each other and provide all documentation and other items as may reasonably be required to carry into effect the provisions of this Agreement.

10. Representations and Warranties of the Parties.

The Parties hereby represent and warrant the individuals executing this Agreement have the full right and authority to enter into this Agreement on behalf of the Parties, and the full right and authority to fully bind the Parties to the terms and obligations of this Agreement.

11. Law.

The validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

12. Attorneys' Fees.

In any action or proceeding arising out of this Agreement or the enforcement or interpretation thereof, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees, and litigation costs incurred in such action or proceeding.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; ***provided, however***, that any assignment of this Agreement shall be consistent with ***Section 8*** above.

14. Severability.

If any provision of this Agreement is declared to be illegal, unenforceable or void, the remainder of this Agreement shall be enforced to the extent permitted by law, and the illegal, unenforceable or void provision shall be replaced with a mutually acceptable provision which comes closest to the intention of the Parties underlying the original provision.

15. Counterparts.

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Furthermore, the acceptance by any Party to the terms of this Agreement may be evidenced by a facsimile or electronic transmission of a Party's signature.

{Signatures follow on the next page.}

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the Effective Date.

THE OWNERS:

LAS VEGAS APARTMENT LENDERS, L.L.C., a Washington limited liability company

By: _____

Printed Name: _____

Its: _____

OLYMPIC COAST INVESTMENT, INC., a Washington corporation

By: _____

Printed Name: _____

Its: _____

THE CITY:

City of Las Vegas

By: BRADFORD R. JERBIC

Title: City Attorney

By: _____

HEIDI ALMASE
Deputy City Attorney
Nevada Bar No. 7839
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

EXHIBIT A

Legal Description of the OCI Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the attached.

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.

EXHIBIT B

Legal Description of the LVAL Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the
attached.

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 SOUT HLINE 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 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. 2166951, 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 5D/59TH INTEREST IN AND TO THE COMMON AREA.

EXHIBIT C

Revised and Re-recorded Notices and Orders

(i) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69326, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003703 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-057;

(ii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69327, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003704 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-055;

(iii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69328, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003705 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-056;

(iv) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69329, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003706 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-058;

(v) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69322, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003707 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-059;

(vi) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003711 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-013;

(vii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69582, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003712 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-005; and

(viii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003713 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4601 Metpark Drive in the amount of $3,528.20 (General Fund) and assess a maximum of $118,550 in daily civil penalties. PROPERTY OWNERS: ATENOGENES & VIRGINIA CHAVEZ - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,528.20
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 hired Levelex, Inc. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of June 2009 was $49,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,328 for work completed by Levelex, Inc in addition to other fees assessed for a total of $3,528.20 and consider assessing a maximum of $118,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

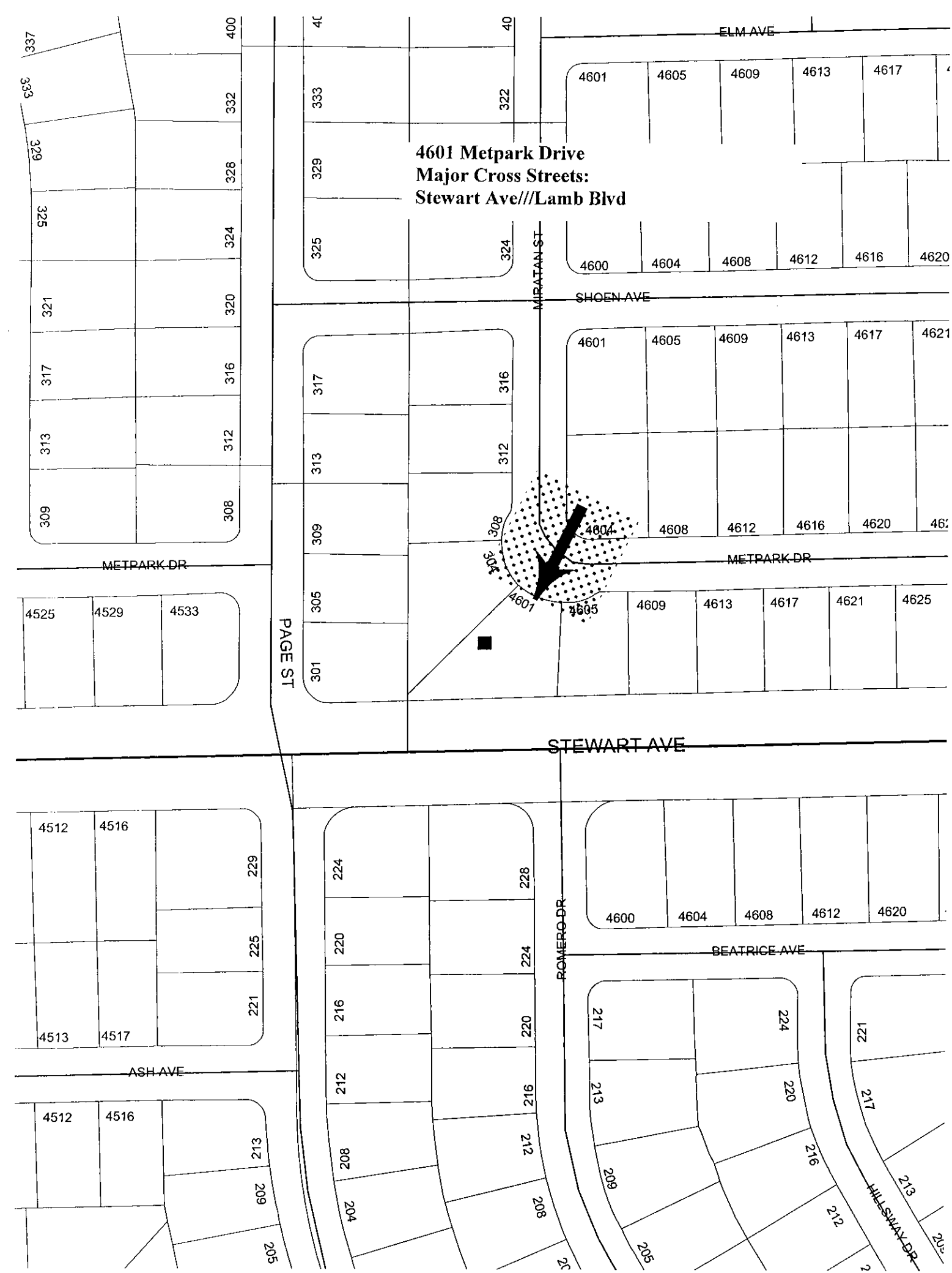
AGENDA MEMO

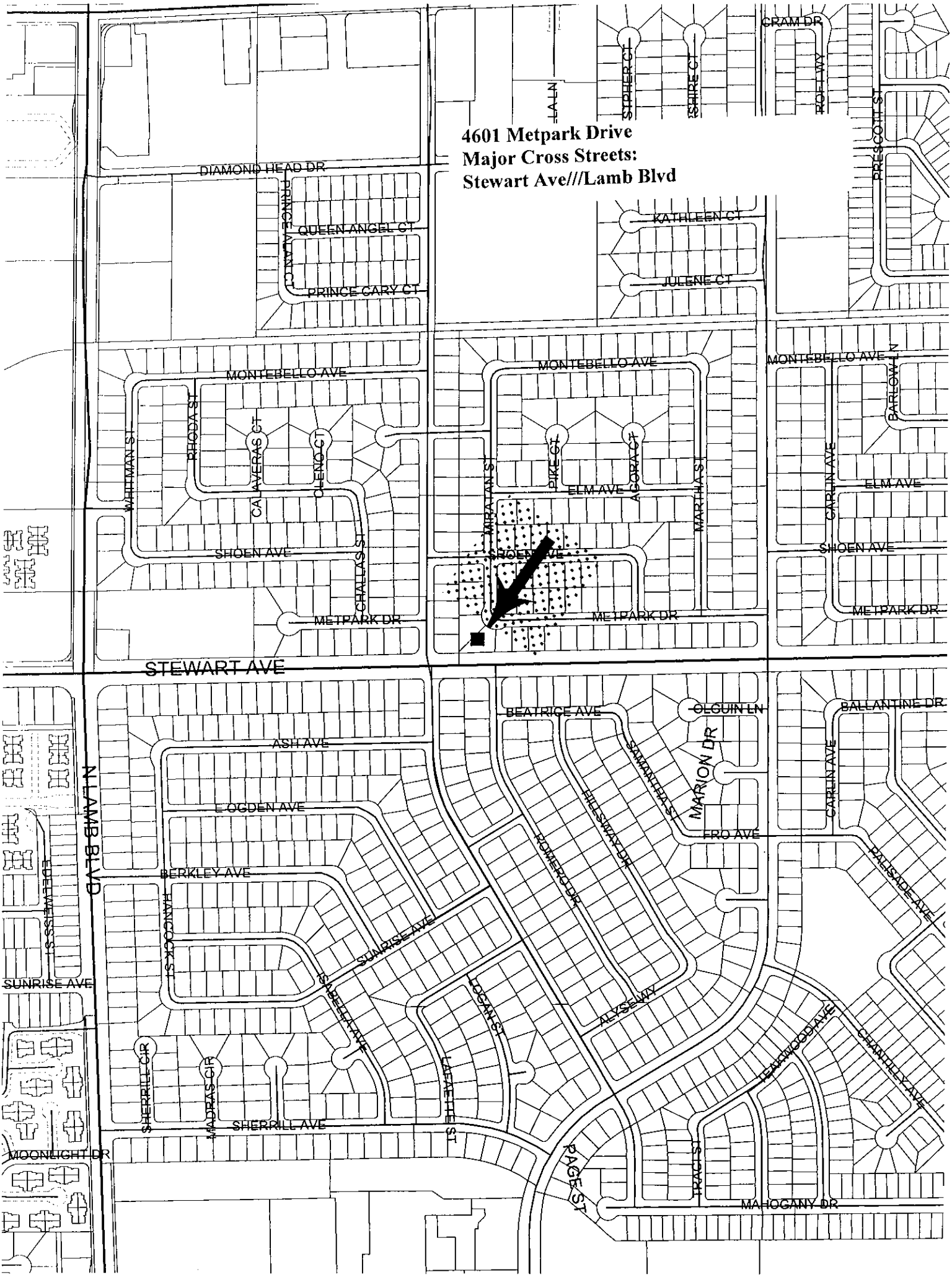
CITY COUNCIL MEETING DATE: September 2, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4601 Metpark Drive in the amount of $3,528.20 (General Fund) and assess a maximum of $118,550 in daily civil penalties. PROPERTY OWNERS: ATENOGENES & VIRGINIA CHAVEZ – Ward 3 (Reese)

Levelex, Inc completed work on April 2, 2009 at a cost of $1,328; $325 boarded building certificate fee; $726 in reinspection fees (w/late fees); civil penalties in the amount of $950 plus a 15% administrative fee, for a total of $3,528.20.

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 Dangerous 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.


4601 Metpark Drive
Major Cross Streets:
Stewart Ave///Lamb Blvd
ELM AVE
SHOEN AVE
MIRATAN ST
METPARK DR
PAGE ST
STEWART AVE
ROMERO DR
BEATRICE AVE
ASH AVE
HILLSWAY DR


4601 Metpark Drive
Major Cross Streets:
Stewart Ave///Lamb Blvd
CRAM DR
LA LN
SIPHER CT
ISAIRE CT
ROFT WY
PRESCOTT ST
DIAMOND HEAD DR
PRINCE CARY CT
QUEEN ANGEL CT
KATHLEEN CT
JULENE CT
MONTEBELLO AVE
WHITMAN ST
RHODA ST
CALAVERAS CT
OLENO CT
CHALLAS ST
MIRALAN ST
PIKE ST
ELM AVE
AGORA CT
MARTHA ST
BARLOW LN
CARLIN AVE
SHOEN AVE
METPARK DR
STEWART AVE
N LAMB BLVD
BEATRICE AVE
OLGUIN LN
BALLANTINE DR
ASH AVE
MARION DR
SAMANTHA ST
FRO AVE
CARLIN AVE
E OGDEN AVE
FILLSWAY DR
ROMERO DR
PALISADE AVE
BERKLEY AVE
EDELWEISS ST
HANCOCK ST
SUNRISE AVE
CABRILLO AVE
LOGAN ST
ALYSE WAY
LAFAYETTE ST
SHERRILL CIR
ARGUS CIR
SHERRILL AVE
MOONLIGHT DR
RAGE ST
TRACY ST
MAHOGANY DR
CHANTILLY 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: August 13, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building located at 4601 Metpark Drive - Ward 3 (Reese)

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 "Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all openings to City of Las Vegas specifications, removing all plastic/wood from roof, properly removing non-permitted electrical panel box and abandoned gas line in rear yard, and graffiti from all surfaces. The abatement was completed by Levelex, Inc on April 2, 2009 at a cost of $1,328.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board front house to CLV specs	$1,162.00
Remove all plastic/wood from roof	$45.00
Properly remove non-permitted electrical panel box and abandoned gas line in rear yard	$121.00
Remove graffiti from all surfaces	$0.00
AMOUNT DUE:	$1,328.00
Administrative Processing Fee:	$199.20
Boarded Building Certificate	$325.00
Sub-Total:	$1,852.20
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
Payment	**$0**
TOTAL AMOUNT DUE:	**$3,528.20**
Daily Civil Penalties – 239 days @ $500 a day (excluding civil penalty fees already assessed) August 7, 2008 to April 2, 2009	**$118,550.00**
MAXIMUM TOTAL:	**$122,078.20**
OWNER OF RECORD:	ATENOGENES & VIRGINIA CHAVEZ
PROPERTY ABATED:	4601 Metpark Drive
ASSESSOR PARCEL:	140-32-215-005
LEGAL DESCRIPTION:	METROPOLITAN PARK UNIT #19
	PLAT BOOK 22 PAGE 65
	LOT 10 BLOCK 6

DSS:jl

Levelex, Inc.
5289 Smoke Ranch Road
Las Vegas, NV 89108

Disclosure of Principals

The principals and partners of *Levelex, Inc.* and all persons and entities holding more than 1% interest in *Levelex, Inc.* or any principal of *Levelex, Inc.* are the following:

Full Name	Business Address	Business Phone
1. Mark D. Logar	5289 Smoke Ranch Rd.	702-430-0210
2. Michael W. Roberts	" "	702-413-3996
3. Michael P. Giddy	" "	702-806-1488
4.		
5.		
6.		
7.		

Continue list until full and complete disclosure is made.

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

Levelex, Inc.

By: Marc N Jakobi

State of Nevada }
}
County of Clark }

AFTON HOWARD
Notary Public State of Nevada
No. 08-6909-1
My appt. exp. May 16, 2012

Subscribed and sworn to before me, a Notary Public,
on this 3 day of September, 2008.

Notary Public in and for Clark County,
State of Nevada

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

SEPTEMBER 2, 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, SEPTEMBER 2, 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 **4601 METPARK DRIVE.** The Director of Neighborhood Services certifies that the sum of **$3,528.20** was expended and Civil Penalties in the sum of **$118,550.00** may be imposed for a total of **$122,078.20.** Owner of record at time of abatement: **ATENOGENES AND VIRGINIA CHAVEZ – WARD 3 (REESE)**

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 67578 ABANDB 02429-53

Address: **4601 METPARK DR**

CLV
DBPROJ

VACANT BUILDING, OPEN AND ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
14032215005	0.22 ACRE	METROPOLITAN PARK UNIT #19

Owner Information:

14-Aug-08	21-Aug-08	SECRETARY DEPT VETERANS AFFAIRS 3333 N CENTRAL AVE; PHOENIX, AZ 85012
21-Aug-08	29-Jan-09	SECRETARY DEPT VETERANS AFFAIRS 3333 N CENTRAL AVE; PHOENIX, AZ 85012-2436
06-Aug-09		CHAVEZ ATENOGENES & VIRGINIA 1817 E WILSON AVE; LAS VEGAS, NV 89101-2744
29-Jan-09	06-Aug-09	SECRETARY VETERANS AFFAIRS 3333 N CENTRAL AVE; PHOENIX, AZ 85012-2436
10-Aug-02	14-Aug-08	JARAMILLO BILL M 4601 METPARK DR; LAS VEGAS, NV 89110-3404

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed		7/11/2008	07/09/2008 8:25	07/09/2008 8:35	10
982400	Failed		8/8/2008	08/11/2008 11:35	08/11/2008 11:40	5
970581	Passed	Partial	9/15/2008	09/15/2008 11:15	09/15/2008 11:20	5
982400	Failed		11/18/2008	12/01/2008 9:39	12/01/2008 9:44	5
982400	Failed		12/29/2008	12/17/2008 10:42	12/17/2008 10:45	3
982400	Failed		12/29/2008	12/29/2008 9:02	12/29/2008 9:06	4
960066	Passed		4/22/2009	05/06/2009 10:07	05/06/2009 10:07	0
					Time in Minutes:	32

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-PERMIT REQ	7/9/2008	5/6/2009	REMOVE OR OBTAIN PROPER PERMITS FOR SHED IN REAR YARD
A-BLD DNGR	7/9/2008	5/6/2009	BOARD ALL OPENINGS TO CLV SPECIFICATIONS OR REPAIR ALL WINDO
A-BRDG CERT	7/9/2008	5/6/2009	IF REQUIRED, SUBMIT BOARDING CERTIFICATE AND ALL ASSOCIATED F
A-WEEDS	7/9/2008	5/6/2009	REMOVE ALL HIGH, DRY AND DEAD VEGETATION FROM ALL YARDS TO I
A-PERMIT REQ	7/9/2008	5/6/2009	REMOVE OR OBTAIN PROPER PERMITS FOR ELECTRICAL PANEL BOX IN
A-MITIGATION	7/9/2008	5/6/2009	SUBMIT DETAILED MITIGATION PLAN
A-INTENT LTR	7/9/2008	5/6/2009	SUBMIT STATEMENT OF INTENT

CASENO 67578 ABANDB **02429-53**

A-PERMIT REQ	7/9/2008	5/6/2009	REMOVE OR OBTAIN PROPER PERMITS FOR GAS LINE IN REAR YARD
A-REFUSE/WST	7/9/2008	5/6/2009	REMOVE ALL REFUSE AND WASTE

PAPER, PLASTIC,WOOD, HOUSEHOLD ITEMS,PALM FRONDS,MATTRESS, ETC

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	8/17/2009 10:55:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on September 2, 2009			
LETTER	8/17/2009 10:55:00 AM .	JESSICA LARRAMENDY	0
JL) Report of expense letter and memo mailed to property owner both certified and regular mail.			
MEET	7/1/2009 6:54:00 AM	ANTHONY GUARINO	0
21)refer to JL for CC			
MISC	5/6/2009 2:46:00 PM	LIDIA MCKENZIE	0
LM) SUBMITTED IN ORACLE FOR PYMT TO LEVELEX ($1,328) - RECEIPT #251596			
VIDPST	5/6/2009 7:03:00 AM	ANTHONY GUARINO	0
21)post video/photos done, photos in CC items file. property clean/secure			
VIDREQ	4/29/2009 2:28:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED INVOICE/NOTICE AND DECLARATION OF DISPOSAL COMPLIANCE FROM LEVELEX. TO #21 FOR POST ABATEMENT VIDEO.			
MISC	3/5/2009 8:44:00 AM	LIDIA MCKENZIE	0
LM) BID APPROVED TO NEXT LOWEST BIDDER PER D. SMITH ON 3/4/09 - PREP AND ENTERED IN ORACLE FOR LEVELEX ($1,328). SUBMITTED REQ. #148022 FOR D. SMITH'S APPROVAL.			
DIRECT	2/4/2009 10:31:00 AM	PAMELA HINES	5
24/16)BID FOR $1060 TO HICKS APPROVED BY DD MORRIS. FILE TO OFFICE STAFF FOR AWARD AND START DATE.			
MISC	1/30/2009 3:45:00 PM	PAMELA HINES	8
24)REQUESTED DATE FOR BID REVIEW W/DEP DIRECTOR. REQUESTED NEW PICS FROM #16 AS I'VE HAD FILE FOR 30 DAYS.			
MEMO	12/29/2008 2:54:00 PM	LYNN NIHIPALI	0
16)BID REVIEW PIX PRINTED IN COLOR,4 PER PAGE,FILE FORWARDED TO 24 FOR BID REVIEW.			
INSP	12/29/2008 9:02:00 AM	LYNN NIHIPALI	4
16)NO ITEMS HAVE BEEN ABATED, PLASTIC AND BRICKS STILL ON ROOF, BOARDS NOT PAINTED,ABANDONED GAS LINE AND ELECTRICAL PANEL BOX STILL THERE, GRAFFITI ON WALLS, SHED AND A/C UNIT, PROCEED WITH ABATEMENT.			
MISC	12/24/2008 9:02:00 AM	LAURA DEARMOND	0
Ld) RECEIVED CERT CARD FROM OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 85012-2436			
INSP	12/17/2008 10:42:00 AM	LYNN NIHIPALI	3
16)SECURED, NOT BOARDED TO SPECS, ELECTRICAL NOT REMOVED, PLASTIC STILL ON ROOF, GRAFFFITI ON SHEDS AND AC UNIT CB 12/29			
NOPOST	12/17/2008 10:42:00 AM	LYNN NIHIPALI	3
16)POSTED ON FRONT OF HOUSE,			
MISC	12/16/2008 9:00:00 AM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 85012-2436			
BIDR	12/16/2008 8:29:00 AM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) HICKS $1,060 (2) LEVELEX $1,328 (3) REGENCY $1,850 (4) W A CONSTRUCTION $2,249			
BIDS	12/4/2008 3:53:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 12-10			
MEMO	12/2/2008 8:36:00 AM	LYNN NIHIPALI	0
16)ABATEMENT BID FORM PREPARED, FORWARD FILE TO 24 FOR REVIEW.			

INSP	12/1/2008	LYNN NIHIPALI	0

16)STILL HAS PLASTIC ON ROOF,ELECTRICAL AND GAS LINE STILL THERE,LARGE SHED IN S/W PART OF YARD OPEN AND ACCESSIBLE,BOARDS NOT TO SPECS.GRAFFITI ON EAST SHED AND AC UNIT WILL PREPARE ABATEMENT SPECS, FORWARD TO 24 FOR REVIEW (WITH PIX)

INSP	10/3/2008 10:55:00 AM	LYNN NIHIPALI	5

16)GRAFFITI ON A/C UNIT ON ROOF,STILL HAS SOME TARP,NOT BOARDED TO SPECS, CONTACTED REALTOR,LET THEM KNOW WHAT NEEDS TO BE DONE. CB 10/23

MISC	9/22/2008 2:23:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERT CARD FROM OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 85012-2436

INSP	9/15/2008 11:15:00 AM	ROBERT KAEMPFER	5

26) Atttached 10 N&O to front security door, took pixs, cb 9-23

MISC	9/10/2008 10:16:00 AM	LAURA DEARMOND	0

SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 85012-2436

RECORD	9/5/2008 3:57:00 PM	TASHA DOWNTON	0

(td) Recorded N&O regarding vacant/aban building at Clark County in Book: 20080905 Inst: 0002041

MISC	9/4/2008 9:24:00 AM	LAURA DEARMOND	0

RECEIVED CERTIFIED CARD FROM NEW OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 85012-2436

MISC	8/28/2008 7:25:00 AM	LAURA DEARMOND	0

NEW OWNERSENT N&O REGARDING VACANT OR ABANDONED DANGEROUS BUILDING TO NEW OWNER Secretary Department Veterans Affairs 3333 N Central Avenue Phoenix, AZ 850122436

BIDR	8/28/2008 7:00:00 AM	LAURA DEARMOND	0

RECEIVED BIDS (1) W A CONSTRUCTION $1,749 (2) LEVELEX $2,245 (3) DISASTER KLEEN-UP OF NV $4,706

BIDS	8/20/2008 2:22:00 PM	LAURA DEARMOND	0

BID FAXED TO CONTRACTORS, DUE BACK 8-26

FAX	8/11/2008 2:48:00 PM	LYNN NIHIPALI	0

16)FAX SENT

PHONE	8/11/2008 2:45:00 PM	LYNN NIHIPALI	0

16)SPOKE TO DAVE FLORES AT 498-2570 CONCERNING THIS PROPERTY, HE GAVE ME A FAX NUMBER OF 307-8871. WILL FAX COPY OF CONTRACTOR ABATEMENT, BID SHEET AND MEDIA RELEASE.

MEMO	8/11/2008 2:29:00 PM	LYNN NIHIPALI	0

16)ABATEMENT BID FORM PREPARED AND FORWARDED TO 24 FOR REVIEW.

INSP	8/11/2008 11:35:00 AM	LYNN NIHIPALI	5

16)MATTRESS ON DRIVEWAY,TRASH CAN IN FRONT YARD,TARPS ON ROOF AND WEST REAR YARD SHED, BOARDED, BUT NOT PAINTED,PART OF DRAWER IN DRIVEWAY, HIGH WEEDS, AND SUBPANEL AND GAS LINE NOT REMOVED, PIX, FAIL, FEE, CONTINUE WITH ABATEMENT.

RECORD	8/7/2008 10:21:00 AM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg at Clark County. Recorded in Book: 20080807 Inst: 04173.

MISC	8/4/2008 1:14:00 PM	LIDIA MCKENZIE	1

LM) RETURNED MAIL REG & CERT ADDRESSED TO BILL JARAMILLO "RETURN TO SENDER - VACANT - UNABLE TO FORWARD"; RECEIVED GRN CARD RET RECEIPT ADDRESSED TO WELLS FARGO HOME MORTGAGE SIGNED BY ROGER MILLER ON 7/31/08

NOPOST	7/29/2008 1:30:00 PM	LYNN NIHIPALI	2

16)POSTED ON GARAGE DOOR, CB 8/8

DBPROJ	7/28/2008 6:07:00 PM	LIDIA MCKENZIE	0

NOREQ	7/17/2008 2:56:00 PM	LYNN NIHIPALI	0

16)NOTICE AND ORDER PREPARED AND FORWAREDED TO 24 FOR REVIEW.

PHONE	7/17/2008 2:45:00 PM	LYNN NIHIPALI	-885

16)REALTY MORTGAGE SOLD TO WELLS FARGO,CONTACTED 866-234-8271 SPOKE TO KEVIN WHO GAVE ME THE FAX # OF 1-866-278-1179 OR PH# 1-800-352-7654 PHONE NUMBER ONLY DIRECTS ONE TO THE WEB SITE.

RESEAR	7/14/2008 9:05:00 AM	LYNN NIHIPALI	5

16)PULLED ALL INFORMATION FROM RECORDER, ASSESSOR, SCREENS, NATIONAL DEFAULT REQUESTED WILL TRY TO CALL, REALTY MORTGAGE WILL TRY TO CHECK NUMBER.

INSP	7/9/2008 8:25:00 AM	LYNN NIHIPALI	10

16)VACANT,OPEN AND ACCESSIBLE FROM REAR SLIDER,TRASH AND DEBRIS, PAPER,PLATIC,WOOD,MATTRESS,HOUSEHOLD ITEMS,SEEMS TO BE SOME KIND OF RV HOOK UP WITH A SMALL PANEL BOX AND GAS LINE,WILL HAVE THAT PROPERLY REMOVED. HIGH WEEDS,WILL RESEARCH AND PREPARE N&O

INSP	7/9/2008 8:25:00 AM	LYNN NIHIPALI	10

16)GATES BROKE, PALM FRONDS IN MOST AREA OF YARDS, SHED IN REAR, NOT PROPER SET BACK. HAVE REMOVED. CALL BACK ON 7/18

Time in minutes: -819

APN 140-32-215-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **ATENOGENES & VIRGINIA CHAVEZ**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**140-32-215-005**
Commonly known as:	**4601 Metpark Drive**
Legal Description:	**METROPOLITAN PARK UNIT #19** **PLAT BOOK 22 PAGE 65** **LOT 10 BLOCK 6**

On **April 2, 2009** 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 **$3,528.20** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$118,550** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$122,078.20** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **September 2, 2009** ordered the above charges in the amount of **$122,078.20**, 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 September 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 # - 67578**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 308 Jackson Avenue in the amount of $7,007.85 (General Fund) and assess a maximum of $114,350 in daily civil penalties. PROPERTY OWNER: MY HOME REAL ESTATE INC – C/O J TUNURI - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,007.85
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 Rapid Response team conduct an emergency boarding on October 10, 2008; an asbestos survey was conducted on October 13, 2008 by CamAir; and on December 15, 2008 Levelex Incorporated was hired to demolish the structure(s). To date, there have been five (5) inspections conducted at this location. The value of the property based on the sale date of June 2009 was $12,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $4,934 invoice for Levelex Incorporated, $525 invoice for CamAir asbestos survey and $250 invoice for City of Las Vegas Rapid Response Team services in addition to other fees assessed for a total of $7,007.85 and consider assessing a maximum of $114,350 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosures
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

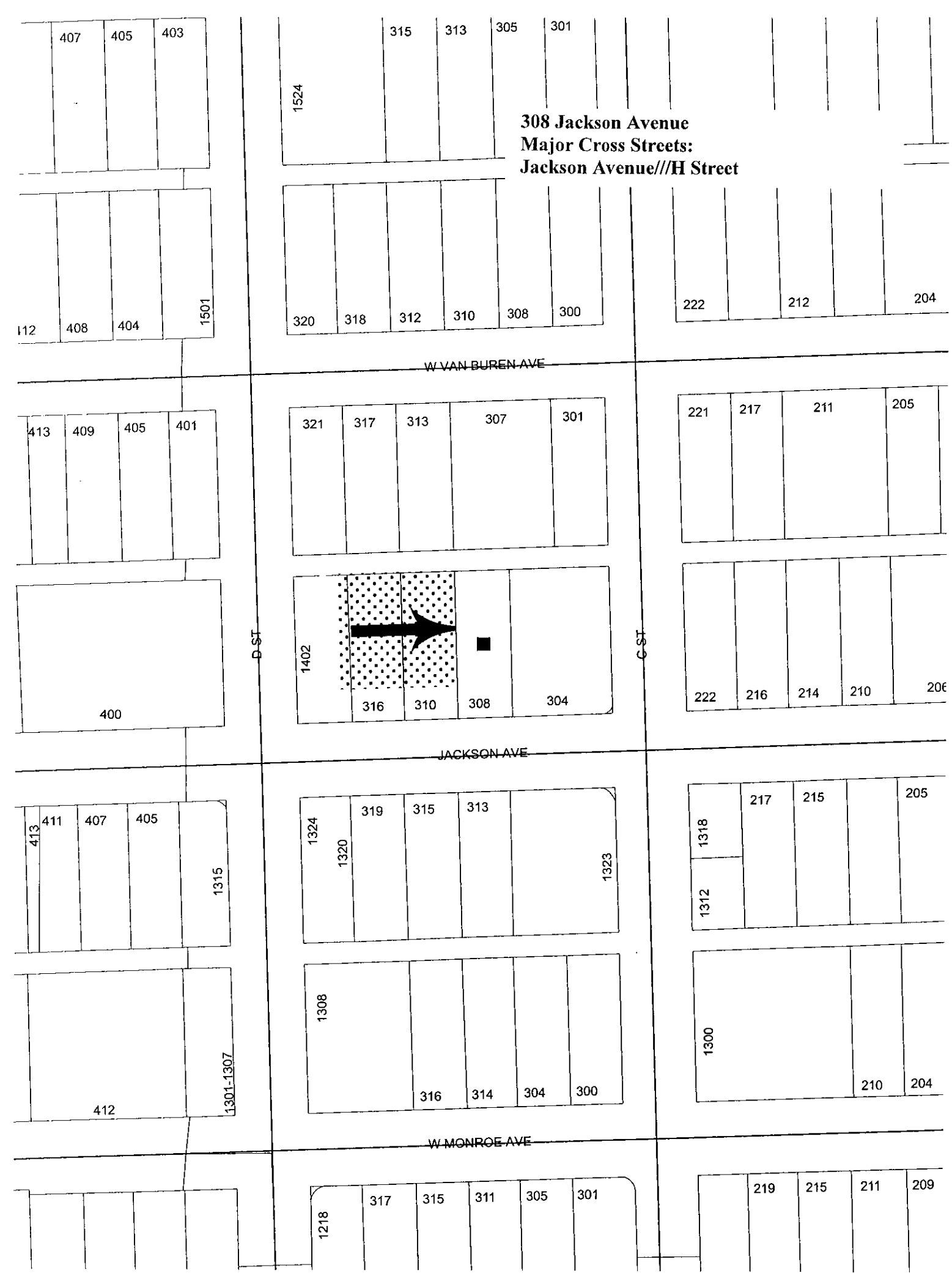
AGENDA MEMO

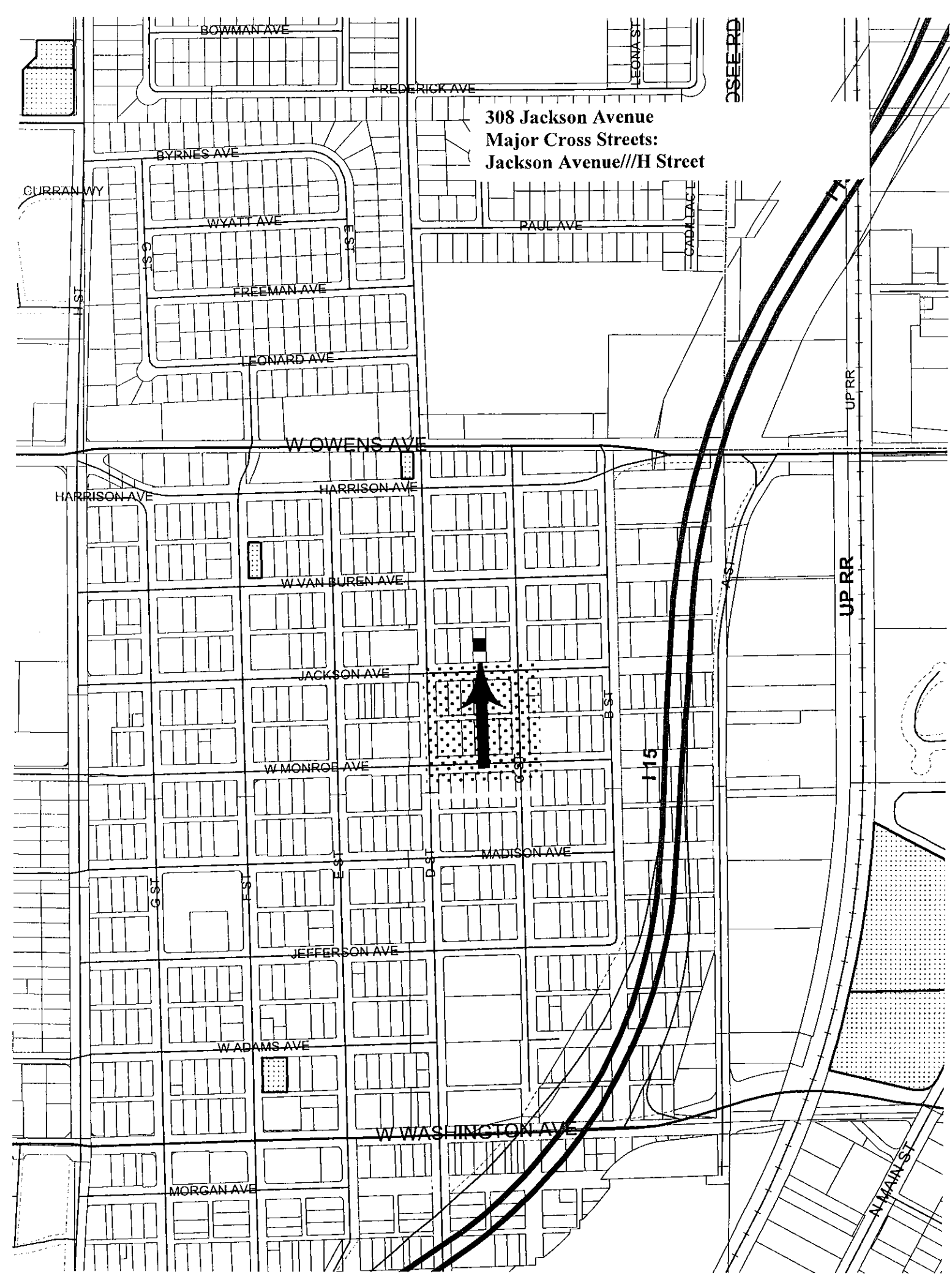
CITY COUNCIL MEETING DATE: September 2, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 308 Jackson Avenue in the amount of $7,007.85 (General Fund) and assess a maximum of $114,350 in daily civil penalties. PROPERTY OWNER: MY HOME REAL ESTATE INC - C/O J. TUNURI – Ward 5 (Barlow)

Levelex Incorporated completed work on April 7, 2008 at a cost of $4,934; CamAir conducted asbestos survey at a cost of $525; City of Las Vegas Rapid Response Team completed an emergency boarding at a cost of $250; $330 in inspection fees (with late fees); $150 in civil penalty fees; plus a 15% administrative processing fee, for a total of $7,007.85.

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 Dangerous Building Demolition 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.


308 Jackson Avenue
Major Cross Streets:
Jackson Avenue///H Street
W VAN BUREN AVE
JACKSON AVE
W MONROE AVE
D ST
C ST
1524
315
313
305
301
407
405
403
320
318
312
310
308
300
222
212
204
1501
408
404
321
317
313
307
301
221
217
211
205
413
409
405
401
400
1402
316
310
308
304
222
216
214
210
411
407
405
1315
1324
1320
319
315
313
1323
1318
1312
217
215
205
1308
316
314
304
300
1300
210
204
412
1301-1307
1218
317
315
311
305
301
219
215
211
209


308 Jackson Avenue
Major Cross Streets:
Jackson Avenue///H Street
BOWMAN AVE
FREDERICK AVE
LEONA ST
OSEE RD
BYRNES AVE
CURRAN WY
WYATT AVE
PAUL AVE
CADILLAC
G ST
E ST
H ST
FREEMAN AVE
LEONARD AVE
UP RR
W OWENS AVE
HARRISON AVE
HARRISON AVE
W VAN BUREN AVE
A ST
UP RR
JACKSON AVE
B ST
W MONROE AVE
C ST
I 15
MADISON AVE
G ST
F ST
E ST
D ST
JEFFERSON AVE
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
ALAMAN ST

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: August 13, 2009

Re: Report of Expenses for the abatement of Dangerous Building Demolition at 308 Jackson 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 "Dangerous Building Demolition," the Department of Neighborhood Services caused the above-referenced property to be corrected by having the Rapid Response team conduct an emergency boarding on October 10, 2008; a asbestos survey was conducted on October 13, 2008 by CamAir; and on December 15, 2008 Levelex Incorporated was hired to demolish the structure(s) in compliance with Clark County Health regulations (bid must include asbestos removal), removing refuse, waste and post No Trespassing, No Dumping, No Vehicle signs on site. The abatement was completed by Levelex Incorporated on April 7, 2009 at a cost of $4,934.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Demolish the Structure	$4,701.00
Remove refuse and waste	$128.00
Posting of Signs (No Trespassing, No Dumping, No Vehicles)	$105.00
Asbestos Survey	$525.00
AMOUNT DUE:	$5,459.00
Administrative Processing Fee:	$818.85
RRT Emergency Boarding	$250.00
Sub-Total:	$6,527.85
Reinspection Fees (w/late fees):	$330.00
Civil Penalties:	$150.00
TOTAL AMOUNT DUE:	**$7,007.85**
Daily Civil Penalties – 229 days @ $500 a day (excluding fees already assessed) **August 22, 2008 to April 7, 2009**	**$114,350.00**
Maximum Total:	**$121,357.85**
OWNER OF RECORD:	MY HOME REAL ESTATE INC – C/O J. TUNURI
PROPERTY ABATED:	308 Jackson Avenue
ASSESSOR PARCEL:	139-27-111-040
LEGAL DESCRIPTION:	VALLEY VIEW ADD

	PLAT BOOK 1 PAGE 50
	LOT 3 BLOCK 10

DSS:jl

CamAir
3233 Barbuda Rd.
Las Vegas, NV 89117

Disclosure of Principals

The principals and partners of *CamAir*, and all persons and entities holding more than 1% interest in *CamAir or* any principal of *CamAir* are the following:

	Full Name	Business Address	Business Phone
1.	DENNIS J. KISH	3233 BARBUDA Rd, LV, NV 89117	(702) 610-4226
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

By: ***CamAir*** DENNIS J. KISH

STATE OF NEVADA)
)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public, on this 24th day of December, 2002, by Dennis J. Kish.

SALLY ARMENDARIZ
Notary Public - Nevada
No. 00-64713-1
My appt. exp. June 27, 2004

NOTARY PUBLIC in and for said
County and State

Levelex, Inc.
5289 Smoke Ranch Road
Las Vegas, NV 89108

Disclosure of Principals

The principals and partners of *Levelex, Inc.* and all persons and entities holding more than 1% interest in *Levelex, Inc.* or any principal of *Levelex, Inc.* are the following:

	Full Name	Business Address	Business Phone
1.	Mark D. Logar	5289 Smoke Ranch Rd.	702-430-9210
2.	Michael W. Roberts	" "	702-413-3996
3.	Michael P. Giddy	" "	702-806-1488
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Levelex, Inc.

By: Marc N. Jakobi

State of Nevada }
}
County of Clark }

AFTON HOWARD
Notary Public State of Nevada
No. 08-6909-1
My appt. exp. May 16, 2012

Subscribed and sworn to before me, a Notary Public,
on this 3 day of September, 2008.

Notary Public in and for Clark County,
State of Nevada

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

SEPTEMBER 2, 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, SEPTEMBER 2, 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 **308 JACKSON AVENUE.** The Director of Neighborhood Services certifies that the sum of **$7,007.85** was expended and Civil Penalties in the sum of **$114,350.00** may be imposed for a total of **$121,357.85.** Owner of record at time of abatement: **MY HOME REAL ESTATE INC – C/O J. TUNURI – 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 66649 ABANDB 02325-23

Address: 308 JACKSON AVE

MTRO
DBPROJ

PER METRO-VACANT OPEN AND ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13927111040	0.17 ACRE	VALLEY VIEW ADD

Owner Information:

10-Aug-02	20-Jan-05	CARROLL MARY LEE % M NUNLEY 2133 BENNETT; NO LAS VEGAS, NV 89030-4064
01-Jun-06	05-Mar-09	BROWN CLIFTON R 9418 W LAKE MEAD BLVD; LAS VEGAS, NV 89134-8312
05-Mar-09	06-Aug-09	FEDERAL NATIONAL MORTGAGE ASSN % AURORA LOAN SERVICES 601 FIFTH AVE; SCOTTSBLUFF, NE 69361-3581
25-May-06	01-Jun-06	BROWN CLIFTON R 9418 W LAKE MEAD BLVD; LAS VEGAS, NV 89134
06-Aug-09		MY HOME REAL ESTATE INC % J TUNURI 17753 MERRIDY ST; NORTHRIDGE, CA 91325-1327
20-Jan-05	25-May-06	JACKSON DONNELL 308 JACKSON AVE; LAS VEGAS, NV 89106-3024

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed		6/24/2008	06/24/2008 8:45	06/24/2008 9:10	25
970581	Passed	Partial	9/26/2008	10/03/2008 10:30	10/03/2008 10:35	5
870076	Failed		10/8/2008	10/08/2008 10:38	10/08/2008 10:49	11
982400	Failed		11/14/2008	11/13/2008 11:24	11/13/2008 11:27	3
982400	Passed		4/16/2009	04/21/2009 8:57	04/21/2009 9:00	3
					Time in Minutes:	47

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-BLD DNGR	6/24/2008	4/21/2009	demolish dilapidated,vacant,vandalized,fire damaged structure.

Log

Type:	*Date:*	*Employee:*	*Min:*
LETTER	8/17/2009 10:55:00 AM	JESSICA LARRAMENDY	0
JL) Report of expense letter and memo mailed to property owner both certified and regular mail.			
MEET	8/17/2009 10:54:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on September 2, 2009			
MEET	7/1/2009 6:59:00 AM	ANTHONY GUARINO	0
21)REFER TO JL FOR CC MEETING			
MISC	4/29/2009 1:57:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED INVOICE INDICATING DEMOLITION COMPLETED. SUBMITTED IN ORACLE FOR PYMT TO LEVELEX ($4,934) - RECEIPT #250938			

MEMO	4/21/2009 12:25:00 PM	LYNN NIHIPALI	0

16)DO NOT RELEASE NOTICE, FEES ASSOCIATED, FOR COUNCIL, CASE IS CLOSED.

INSP	4/21/2009 8:57:00 AM	LYNN NIHIPALI	3

16)STRUCTURE HAS BEEN REMOVED, CLOSE CASE.

VIDPST	4/21/2009 8:57:00 AM	LYNN NIHIPALI	3

16)ALTHOUGH THERE HAS BEEN NO REQUEST, POST VIDEO HAS BEEN DONE, STRUCTURE IS GONE.

VIDPRE	3/1/2009 9:20:00 AM	LYNN NIHIPALI	10

16)DID ANOTHER PRE VIDEO AS OTHER WAS ON DECEMBER 24 2008, SET FOR DEMO ON 3/4/09

VIDPST	1/28/2009 7:59:00 AM	LYNN NIHIPALI	6

16)STRUCTURES HAVE BEEN DEMOLISHED,PROCEED WITH PAYMENT AND COUNCIL AGENDA.

VIDPRE	12/24/2008 8:54:00 AM	LYNN NIHIPALI	3

16)VAGRANTS LEAVING STRUCTURE WHEN THEY SAW ME IN THE ALLEYWAY, CONDITION REMAINS THE SAME, ACCESSIBLE FROM REAR DOOR, TRASH AND DEBRIS,SOME HIGH VEGETATION, CONTINUE WITH DEMOLITION CB 1/5

VIDREQ	12/22/2008 2:46:00 PM	LIDIA MCKENZIE	0

LM) received start date from LEVELEX, INC. for 12/24/08 - submitted to officer #16 with request for pre-abatement video.

BIDA	12/15/2008 5:44:00 PM	LIDIA MCKENZIE	0

LM) REQ. APPROVED BY D.SMITH; AWARD LTR SENT TO LEVELEX, INC. ($4,934 FOR DEMO); scanned AND AWAITING START DATE.

MISC	12/10/2008 9:33:00 AM	LIDIA MCKENZIE	0

LM) ENTERED INTO ORACLE & SUBMITTED TO D. SMITH FOR APPROVAL - REQ# 144059 - $4,934 LEVELEX FOR DEMO.

DIRECT	12/4/2008 2:35:00 PM	PAMELA HINES	5

24/16)DEP DIR MORRIS APPROVED BID TO DEMO IN AMT OF $4934. REFER FILE TO LIDIA TO AWARD & OBTAIN START DATE.

MISC	12/2/2008 3:21:00 PM	LIDIA MCKENZIE	0

MAIL ADDRESSED TO CLIFTON R. BROWN @ 9418 W LAKE MEAD - RETURNED: " RETURN TO SENDER-ATTEMPTED NOT KNOWN; UNABLE TO FORWARD"

MEMO	11/17/2008 1:20:00 PM	LYNN NIHIPALI	0

16)bid review pix printed and in file, forward to 24 check back 11-26

INSP	11/13/2008 11:24:00 AM	LYNN NIHIPALI	3

16)nothing has been done, trash all around property, open at rear, pix, fail, fee, continue with demolition

MISC	11/4/2008 3:20:00 PM	LIDIA MCKENZIE	0

CERTIFIED MAIL ADDRESSED TO: CLIFTON R. BROWN @ 9418 W LAKE MEAD - LV 89134 -.RETURNED "NOT DELIVERALBE AS ADDRESSED - UNABLE TO FORWARD"

NOPOST	10/30/2008 7:58:00 AM	JOHNNA PEREYDA	1

22)POSTED N&O ON BUILDING

MISC	10/29/2008 3:25:00 PM	LIDIA MCKENZIE	0

lm) sent 10 DAY BEFORE ABATEMENT LTR (Revised) AFTER REVIEW & OK BY #24 & JL. C/B 11/10

MISC	10/17/2008 3:18:00 PM	LIDIA MCKENZIE	0

CERTIFIED MAIL ADDRESSED TO : CLIFTON R. BROWN @ 9418 W LAKE MEAD BLVD-LV 89134 - RETURNED "ATTEMPTED NOT KNOWN"

BIDR	10/17/2008 10:02:00 AM	LIDIA MCKENZIE	0

lm) DEMO BIDS RECEIVED: LEVELEX, INC. ($4934); BALDWIN DEVELOPMENT ($4943); WEAVER CONSTRUCTION ($5900); W.A CONSTRUCTION ($6949)

MISC	10/15/2008 2:38:00 PM	LIDIA MCKENZIE	0

LM) PAID INVOICE FOR ASBESTOS SURVEY - RECEIPT #238058 ($525) TO CAMAIR

MISC	10/14/2008 2:39:00 PM	LIDIA MCKENZIE	0

LM) RECEIVED ASBESTOS SURVEY FROM CAMAIR

BIDS	10/14/2008 9:59:00 AM	LIDIA MCKENZIE	0

LM) REQUEST FOR DEMO BIDS SENT OUT TO ALL CONTRACTORS W/ASBESTOS SURVEY REPORT. DUE 10/17

MISC	10/14/2008 9:24:00 AM	LIDIA MCKENZIE	0

LM)received Asbestos Survey report from CamAir

FEE	10/10/2008 12:47:00 PM	JESSICA LARRAMENDY	0
JL) Emergency Boarding by RRT on 10/10/08 - $250.00			
INSP	10/8/2008 10:38:00 AM	PAMELA HINES	11
24)VERIFIED REAR DOOR OPEN, SEVERAL TRESPASSERS ONSITE. REQUEST TO DAVE IN RRT TO RESECURE (EMERGENCY BOARD), APPROVED BY ACTING DIRECTOR DSS. SEND INVOICE TO JESS PLEASE. FAILED INSPECTION, $120 FEE ASSESSED.			
DIRECT	10/8/2008 9:54:00 AM	PAMELA HINES	14
24)INQUIRY FROM CM BARLOW,HOW LONG TO ABATE? REVIEW OF FILE,TEN-DAY ONLY QUOTES CAM-AIRS ASBESTOS SURVEY OF $550 (BUT W.A.'S NAME ON IT).REFER TO LIDIA TO RE-SEND REVISED TEN-DAY W/TOTAL AMT OF DEMO & ASBESTOS SURVEY. PLEASE EXPEDITE.			
NTCABT	10/3/2008 10:30:00 AM	ROBERT KAEMPFER	5
26) Posted 10 day N&O on front security door, took pixs, cb 10-10			
BIDR	9/22/2008 10:39:00 AM	LIDIA MCKENZIE	0
LM) Received bid from CAMAIR = $525			
BIDS	9/18/2008 10:38:00 AM	LIDIA MCKENZIE	0
lm) sent request for bid & survey for demo			
CHECK	9/17/2008 10:59:00 AM	ANTHONY GUARINO	0
16)WATING FOR PAPERWORK REVIEW CB 9-26			
RESEAR	8/28/2008 11:01:00 AM	LYNN NIHIPALI	0
16)NO NEW PERMITS SEEN ON CASE.			
INSP	8/25/2008 8:10:00 AM	LYNN NIHIPALI	5
16)SOME T/D HAS BEEN REMOVED, I BELIEVE THERE TO BE A TENANT,BUT HE SAYS HE HELPS CLEAN UP THE AREA FOR CLIFF THE OWNER,BUT IT IS NOT A LEGAL OCCUPANCY,OWNER HAS YET TO CONTACT ME, I WILL CONTINUE WITH THE DEMOLITION.			
LETTER	8/19/2008 1:56:00 PM	LAURA DEARMOND	0
CERTIFIED & REGULAR LETTERS TO OWNER Clifton R. Brown 9418 W Lake Mead Blvd. Las Vegas, NV 89134-8312 RETURNED NOT DELIVERABLE AS ADDRESSED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
RECORD	8/13/2008 2:23:00 PM	JESSICA LARRAMENDY	1
JL) Recorded Ten (10) Day N&O to Abate Dang Bldg/Demo dated August 12, 2008. Recorded in Book: 20080813 Inst: 03455			
NOPOST	8/13/2008 8:41:00 AM	LYNN NIHIPALI	2
16)POSTED ON WALL BY FRONT DOOR, WAS A WORKER ON SITE STATING HE WAS THERE TO CLEAN PROPERTY. I EXPLAINED HE NEEDS TO HAVE OWNER CALL ME AS PROPERTY IS UNDER DEMOLITION ORDER. CB 8/25			
MISC	8/12/2008 2:03:00 PM	LAURA DEARMOND	0
SENT 10 DAY N&O TO ABATE DANGEROUS BUILDING/DEMOLITION TO OWNER Clifton R. Brown 9418 W Lake Mead Blvd. Las Vegas, NV 89134-8312			
NOREQ	7/25/2008 2:04:00 PM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW. CB 8/1			
MEMO	7/24/2008 12:15:00 PM	GREGG GALLEGOS	0
31)returned file to 16) report submitted is to request for demolition of structure.			
RESEAR	6/24/2008 2:30:00 PM	LYNN NIHIPALI	15
16)pulled information from county website. dropped off records request to building and safety. will await results.			
INSP	6/24/2008 8:45:00 AM	LYNN NIHIPALI	25
16)on site with metro and 31, vacant house, open and accessible,fire damaged,vagrant activity,will prepare notice and retrieve necessary records for 31 to prepare demo report			
INSP	6/24/2008 8:45:00 AM	GREGG GALLEGOS	25
31)on site with metro and 16, vacant house, open and accessible,fire damaged,vagrant activity,will await necessary records from 16 in order to prepare demo report.			

Time in minutes: 137

APN 139-27-111-040

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **My Home Real Estate Inc**
c/o J. Tunuri
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-27-111-040**
Commonly known as:	**308 Jackson Avenue**
Legal Description:	**VALLEY VIEW ADD**
	PLAT BOOK 1 PAGE 50
	LOT 3 BLOCK 10

On **April 7, 2009**, as provided in the Municipal Code, 16.08 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 **$7,007.85** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$114,350** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$121,357.85** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **September 2, 2009** ordered the above charges in the amount of **$121,357.85**, 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 K. BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. 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 K. BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of September 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 # - 66649**

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 705 West Monroe Avenue in the amount of $2,416 (General Fund) and assess a maximum of $58,050 in daily civil penalties. PROPERTY OWNER: MICHAEL EVANS - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,416
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 hired American Demolition to secure all doors and windows to City of Las Vegas specifications, remove all windblown trash and debris. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of June 2009 was $37,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $800 for work completed by American Demolition in addition to other fees assessed for a total of $2,416 and consider assessing a maximum of $58,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

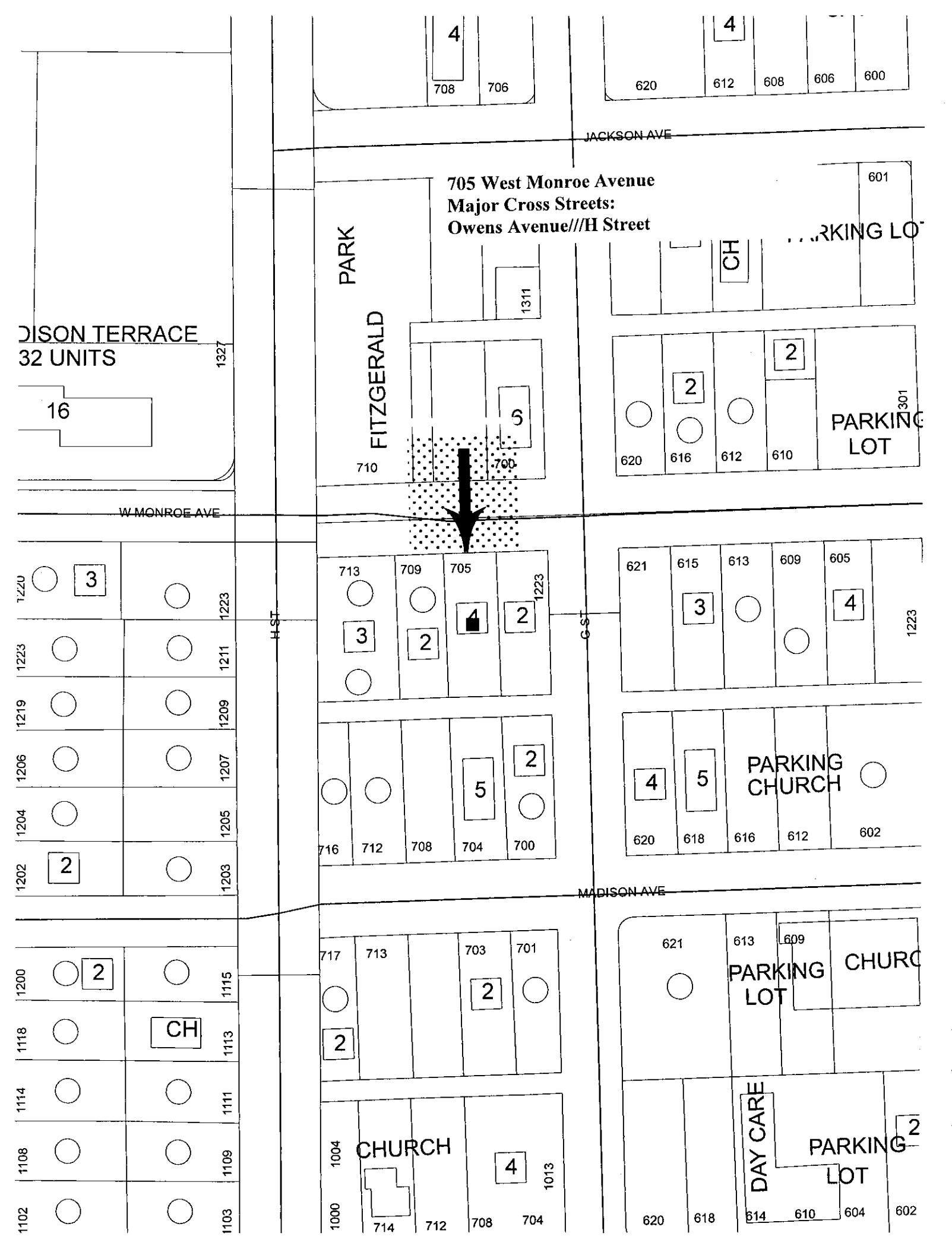
AGENDA MEMO

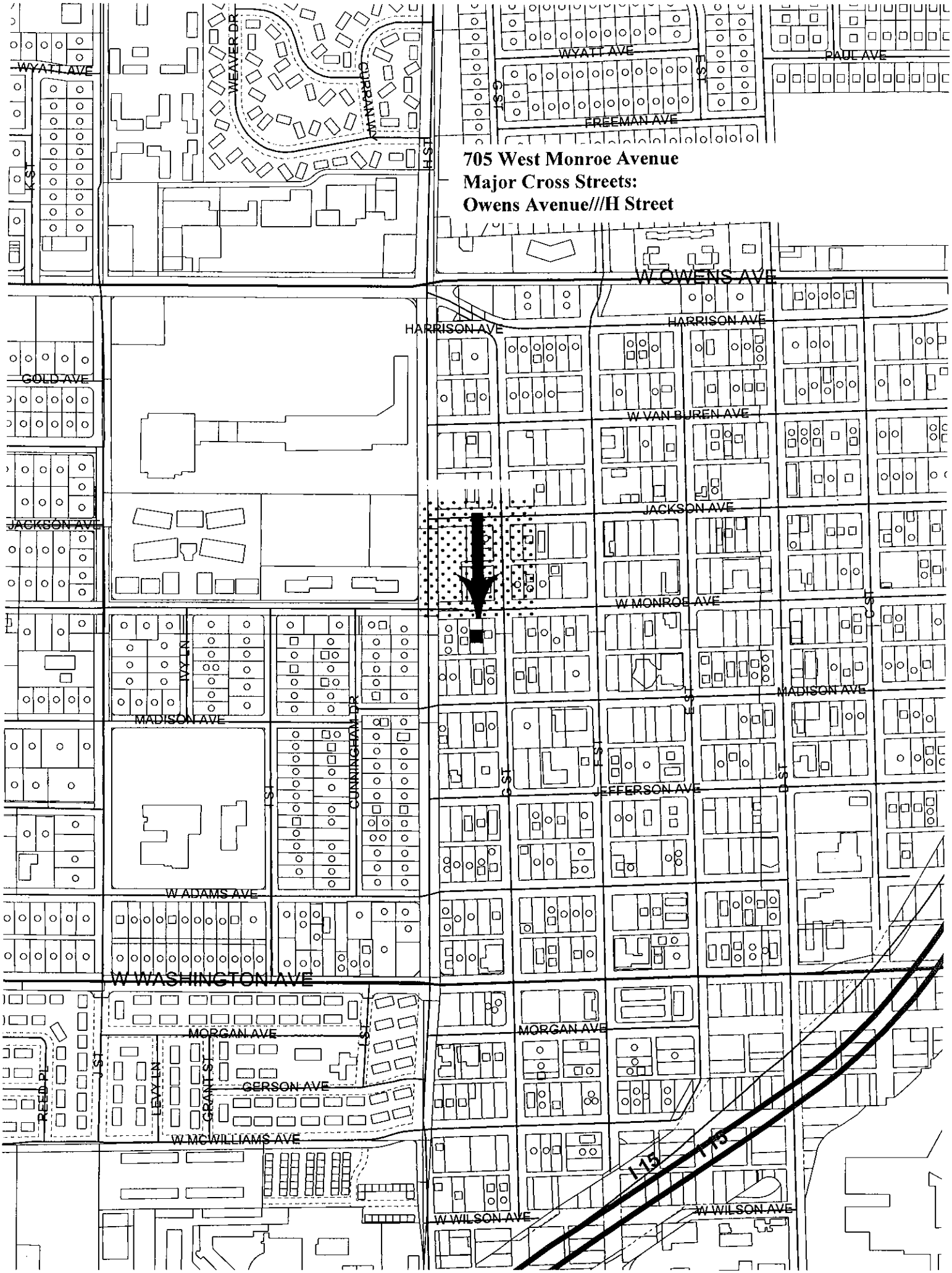
CITY COUNCIL MEETING DATE: September 2, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 705 West Monroe Avenue in the amount of $2,416 (General Fund) and assess a maximum of $58,050 in daily civil penalties. PROPERTY OWNER: MICHAEL EVANS – Ward 5 (Barlow)

American Demolition completed work on April 14, 2009 at a cost of $800; $726 inspection fees (w/late fees); $950 civil penalties; plus a 15% administrative fee, for a total of $2,416 (after payment of $180).

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.


705 West Monroe Avenue
Major Cross Streets:
Owens Avenue///H Street
JACKSON AVE
W MONROE AVE
MADISON AVE
H ST
G ST
PARK
FITZGERALD
DISON TERRACE
32 UNITS
1327
16
1311
710
700
PARKING LOT
PARKING CHURCH
CHURCH
DAY CARE
CH
1223
1211
1209
1207
1205
1203
1115
1113
1111
1109
1103
1004
1013
716
712
708
704
700
714
620
616
612
610
608
606
604
602
618
614
600
601
621
615
613
609
605
717
703
701


705 West Monroe Avenue
Major Cross Streets:
Owens Avenue///H Street
WYATT AVE
WEAVER DR
CURRAN LN
K ST
H ST
G ST
I ST
FREEMAN AVE
PAUL AVE
W OWENS AVE
HARRISON AVE
GOLD AVE
W VAN BUREN AVE
JACKSON AVE
W MONROE AVE
MADISON AVE
IVY LN
CUNNINGHAM DR
J ST
E ST
D ST
JEFFERSON AVE
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
REED PL
LEVY LN
GRANT ST
GERSON AVE
W MCWILLIAMS AVE
I-15
I-75
W WILSON 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: August 13, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 705 West Monroe 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 caused the above-referenced property to be corrected by securing all doors and windows to City of Las Vegas specifications, removing all windblown trash and debris. The abatement was completed by American Demolition on April 14, 2009 at a cost of $800.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Secure all doors and windows to City of Las Vegas specifications	$650.00
Remove all windblown trash and debris to include all paper, plastic, bottles, glass, etc.	$150.00
AMOUNT DUE:	**$800.00**
Administrative Processing Fee:	$120.00
Sub-Total:	$920.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
Payment:	**-$180.00**
TOTAL AMOUNT DUE:	**$2,416.00**
Daily Civil Penalties – 118 days @ $500 a day (excluding civil penalty fees already assessed) December 18, 2008 to April 14, 2009	**$58,050.00**
MAXIMUM TOTAL:	**$60,466.00**
OWNER OF RECORD:	MICHAEL EVANS
PROPERTY ABATED:	705 West Monroe Avenue
ASSESSOR PARCEL:	H F M & M ADD
LEGAL DESCRIPTION:	PLAT BOOK 1 PAGE 47
	LOT 8 BLOCK 29

DSS:jl

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praeppich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeppich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4376-1

Artilur Williams

Notary Public in and for Clark County,
State of Nevada

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

SEPTEMBER 2, 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, SEPTEMBER 2, 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 **705 WEST MONROE AVENUE.** The Director of Neighborhood Services certifies that the sum of **$2,416.00** was expended and Civil Penalties in the sum of **$58,050.00** may be imposed for a total of **$60,466.00.** Owner of record at time of abatement: **MICHAEL EVANS – 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 71581 ABANDB **02325-31**

Address: **705 W MONROE AVE**

MTRO
DBPROJ

PER METRO REQUEST, OPEN AND ACCESSIBLE 4PLEX

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13927110138	0.17 ACRE	H F M & M ADD

Owner Information:

16-Oct-08	06-Aug-09	SAXON MORTGAGE SERVICES INC 2141 5TH AVE; SAN DIEGO, CA 92101-2101
10-Aug-02	15-Jan-03	FITZGERALD SHAKIR PARIS & DEBRA % DIG 2500 W SAHARA AVE #106; LAS VEGAS, NV 89102-4367
26-Nov-03	03-Dec-03	GORDON JAMES 4305 VEGAS VALLEY DR; LAS VEGAS, NV 89121
03-Dec-03	17-Mar-04	GORDON JAMES 4305 VEGAS VALLEY DR; LAS VEGAS, NV 89121-7127
06-Oct-04	09-Oct-08	MCMATH ANTHONY 705 W MONROE AVE; LAS VEGAS, NV 89106-3193
06-Aug-09		EVANS MICHAEL 7408 SUMMER CREST LN; LAS VEGAS, NV 89129-6000
15-Jan-03	26-Nov-03	FITZGERALD SHAKIR PARIS & DEBRA 713 W MONROE; LAS VEGAS, NV 89106-3136
17-Mar-04	24-Mar-04	FITZGERALD SHAKIR PARIS & DEBRA 713 W MONROE AVE; LAS VEGAS, NV 89106
24-Mar-04	30-Jun-04	FITZGERALD SHAKIR PARIS & DEBRA 713 W MONROE AVE; LAS VEGAS, NV 89106-3136
29-Sep-04	06-Oct-04	MCMATH ANTHONY 705 W MONROE AVE; LAS VEGAS, NV 89106
30-Jun-04	29-Sep-04	M T REAL ESTATE INVESTMENTS 2545 S TORREY PINES DR; LAS VEGAS, NV 89146-4007
09-Oct-08	16-Oct-08	SAXON MORTGAGE SERVICES INC 2141 5TH AVE; SAN DIEGO, CA 92101

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed		11/7/2008	11/04/2008 13:44	11/04/2008 13:50	6
970581	Passed	Partial	11/22/2008	11/22/2008 9:05	11/22/2008 9:10	5
982400	Failed		12/2/2008	12/09/2008 8:39	12/09/2008 8:42	3
982400	Failed		12/30/2008	01/02/2009 11:05	01/02/2009 11:10	5
982400	Failed		2/9/2009	02/09/2009 9:13	02/09/2009 9:15	2
982400	Failed		2/24/2009	02/27/2009 13:24	02/27/2009 13:27	3
982400	Passed		5/25/2009	05/26/2009 13:14	05/26/2009 13:14	0
					Time in Minutes:	24

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*

A-REFUSE/WST	11/4/2008	5/26/2009	REMOVE ALL REFUSE AND WASTE
TO INCLUDE, PAPER,PLASTIC,CARDBOARD,BOTTLES,HOUSEHOLD ITEMS, ETC			
A-WEEDS	11/4/2008	5/26/2009	REMOVE ALL HIGH,DRY AND DEAD VEGETATION TO INCLUDE ALL DEAD
A-VEHICLE	11/4/2008	5/26/2009	REMOVE ALL VEHICLES FROM VACANT PROPERTY-
RED PONTIAC, BLUE CADILLAC NV POFOLKS			
A-MITIGATION	11/4/2008	5/26/2009	SUBMIT DETAILED MITIGATION PLAN
A-BLD DNGR	11/4/2008	5/26/2009	SECURE ALL OPENINGS TO CLV SPECIFICATIONS OR REPAIR ALL DOOR
A-INTENT LTR	11/4/2008	5/26/2009	SUBMIT STATEMENT OF INTENT

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	8/17/2009 10:54:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on September 2, 2009			
LETTER	8/17/2009 10:53:00 AM	JESSICA LARRAMENDY	0
JL) Report of expense letter and memo mailed to property owner and Saxon Mortgage Services, Inc. both certified and regular mail.			
MEMO	5/26/2009 1:15:00 PM	LYNN NIHIPALI	0
16)DO NOT RELEASE NOTICE, FEES ASSOCIATED. CASE IS CLOSED.			
MISC	4/29/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) $800 PAID TO AMERICAN DEMOLITION			
VIDPST	4/21/2009 12:39:00 PM	LYNN NIHIPALI	0
16)POST ABATEMENT VIDEO DONE, WILL WAIT FOR THE REQUEST			
VIDPRE	4/9/2009 2:02:00 PM	LYNN NIHIPALI	8
16)PRE VIDEO DONE,HIGH WEEDS, LIGHT T/D BOARDED,NOT TO SPECS,PROCEED WITH ABATEMENT.			
VIDREQ	4/9/2009 11:25:00 AM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMOLITION START DATE 4-10 FAX & SENT VIDEO REQUEST TO #16			
BIDA	4/7/2009 3:01:00 PM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION			
EMAIL	3/26/2009 7:15:00 AM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #149175 $800 TO AMERICAN DEMOLITION			
INSP	2/27/2009 1:24:00 PM	LYNN NIHIPALI	6
16)WINDOWS ARE BROKE,ALL DOORS ARE NOW OPEN AND ACCESSIBLE,ALLEY SIDE STORAGE DOOR OPEN,WINDOWS ARE BROKE,MOST HAVE BARS,LIGHT TRASH AND DEBRIS,GRASS IS STARTING TO GROW AGAIN.PIX, FAIL, FEE,CONTINUE WITH ABATEMENT,			
MEMO	2/27/2009 1:24:00 PM	LYNN NIHIPALI	6
16)PIX PROCESSED FOR BID REVIEW.			
MISC	2/23/2009 7:20:00 AM	ELIZABETH DOUGLAS	0
ED) PLACED NOTICE AND ORDER RECORDED 2/20/09 IN FILE.			
RECORD	2/20/2009 1:48:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O Regarding Vacant or Abandoned Dngr Bldg dated February 9, 2009 at Clark County. Recorded in Book: 20090220 Inst: 03256			
MISC	2/11/2009 1:12:00 PM	LAURA DEARMOND	0
Ld) SENT N&O TO BE RECORDED AGAIN WITH CORRECT PARCEL NUMBER			
NOPOST	2/9/2009 9:13:00 AM	LYNN NIHIPALI	2
16)ALL UNITS OPEN AT THIS TIME.SIDE STORAGE ROOM OPEN AS WELL,PIX, FAIL, FEE, CB 2/20			

MISC	2/9/2009 7:00:00 AM	LAURA DEARMOND	0

Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Saxon Mortgage Services Inc. 2141 5th Avenue San Diego, CA 92101-2101

BIDR	2/6/2009 9:26:00 AM	LAURA DEARMOND	0

Ld) RECEIVED BIDS 1) AMERICAN DEMOLITION $800
(2) CONSTRUCTION GROUP INTERNATIONAL $1,109
(3) DISASTER KLEEN-UP OF NV $1,115
(4) REGENCY DESIGN & LANDSCAPING INC $1,210
(5) W A CONSTRUCTION $1,449
(6) WEAVER CONSTRUCTION $1,590

MISC	2/5/2009	KARAN CROSIER	0

Caller owns property next door, there is a prostitute & drug dealers living in this building

BIDS	1/29/2009 2:35:00 PM	LAURA DEARMOND	0

Ld) BID FAXED TO CONTRACTORS, DUE BACK 2-4

DIRECT	1/29/2009 12:35:00 PM	PAMELA HINES	6

24)REVIEWED & APPROVED RESUBMITTED BID SHEET, FORWARD FILE TO OFFICE STAFF TO OBTAIN BIDS PLEASE.

INSP	1/27/2009 1:24:00 PM	LYNN NIHIPALI	3

16)ALL UNITS STILL OPEN FROM FRONT DOORS, WINDOWS BROKE, REAR STORAGE DOOR STILL ACCESSIBLE, PIX, FAIL FEE, CONTINUE WITH ABATEMENT.

MEMO	1/22/2009 2:45:00 PM	LYNN NIHIPALI	0

16)RESUBMITTED ABATEMENT FORM

DIRECT	1/21/2009 7:24:00 PM	PAMELA HINES	7

24)REFERRED FILE BACK TO #16 TO RESUBMIT BID REQUEST WITH CHANGES.

MEMO	1/12/2009 6:55:00 AM	LYNN NIHIPALI	0

16)ABATEMENT BID FORM PREPARED AND FORWARDED TO 24 FOR REVIEW.

INSP	1/2/2009 11:05:00 AM	LYNN NIHIPALI	5

16)OPEN AND ACCESSIBLE FROM ALLEY SIDE STORAGE ROOM DOOR AND UNIT "D"(?)(ALLEY SIDE UNIT), PROCEED WITH ABATEMENT. PIX FAIL FEE CB 1/16

FAX	12/13/2008 3:40:00 PM	LYNN NIHIPALI	0

16)fax sent to listing agent craig tann at 868-7155

MISC	12/11/2008 7:44:00 AM	ELIZABETH DOUGLAS	0

PLACED N&O RECORDED 12/8/08 IN FILE. ED

PHONE	12/10/2008 12:17:00 PM	LYNN NIHIPALI	0

16)SPOKE TO CRAIG TANN, WILL FAX HIM A COPY OF THE NOTICE, NEEDS TO SECURE THE ONE UNIT, BOARD ANY BROKEN WINDOWS, PAINT WHITE, AND CLEAR ANY TRASH AND DEBRIS. CB 12/23

RESEAR	12/10/2008 7:30:00 AM	LYNN NIHIPALI	0

16)checked realtor.com, has number for craig m tann at 868-7199 or 868-7197 cell 279-9893 broker office 734-5555 fax 868-7155, will contact him and send copy of notice,need to have few windows repaired and unit secured.

INSP	12/9/2008 8:39:00 AM	LYNN NIHIPALI	3

16)unit closest to alley is still open, some broken windows, yard pretty clean, light trash and debris, pix, fail, fee. will check for ownership again.

RECORD	12/8/2008 12:33:00 PM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dang Bldg dated November 18, 2008. Release recorded in Book: 20081208 Inst:01365.

MISC	11/26/2008 2:00:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNER Saxon Mortgage Services Inc 2141 5th Avenue San Diego, CA 92101-2101

NOPOST	11/22/2008 9:05:00 AM	ROBERT KAEMPFER	5

26) Posted N&O to security bars on front window, took pixs, cb 11-24

DBPROJ	11/18/2008 10:21:00 AM	LAURA DEARMOND	0

NOREQ	11/6/2008 8:32:00 AM	LYNN NIHIPALI	0

16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.

PHONE	11/6/2008 7:29:00 AM	LYNN NIHIPALI	0

16)SPOKE TO VALERIE AT SAXON MORTGAGE AT 1-888-325-3502 LOAN #2000543171 IS FORWARDING THE INFORMATION TO THE REO DEPT, WILL CONTINUE WITH MY NOTICE

FORCLO	11/6/2008 7:08:00 AM	LYNN NIHIPALI	0

16)TRUSTEE DEED RECORDED ON 10/01/2008

INSP	11/4/2008 1:44:00 PM	LYNN NIHIPALI	6

16)ON SITE WITH METRO BAC AND 21, RECENTLY VACATED 4PLEX,ONLY SOUTH UNIT IS ACCESSIBLE,TWO VEHICLES IN PARKING AREA,LIGHT T/D AND WEEDS, WILL RESEARCH AND PREPARE NOTICE AND ORDER.

Time in minutes: 57

APN 139-27-110-138

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MICHAEL EVANS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-27-110-138**
Commonly known as:	**705 West Monroe Avenue**
Legal Description:	**H F M & M ADD**
	PLAT BOOK 1 PAGE 47
	LOT 8 BLOCK 29

On **April 14, 2009** 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 **$2,416** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$58,050** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$60,466** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **September 2, 2009** ordered the above charges in the amount of **$60,466**, 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 September, 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 # - 71581**

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2204 Fair Avenue in the amount of $4,694.35 (General Fund) and assess a maximum of $50,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER – C/O KELLY D SMITH - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,694.35
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 hired W.A. Construction, LLC. To date, there have been five (5) inspections conducted at this location. The value of the property based on the sale date of December 1985 was $65,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $2,949 for work completed by W.A. Construction, LLC in addition to other fees assessed for a total of $4,694.35 and consider assessing a maximum of $50,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

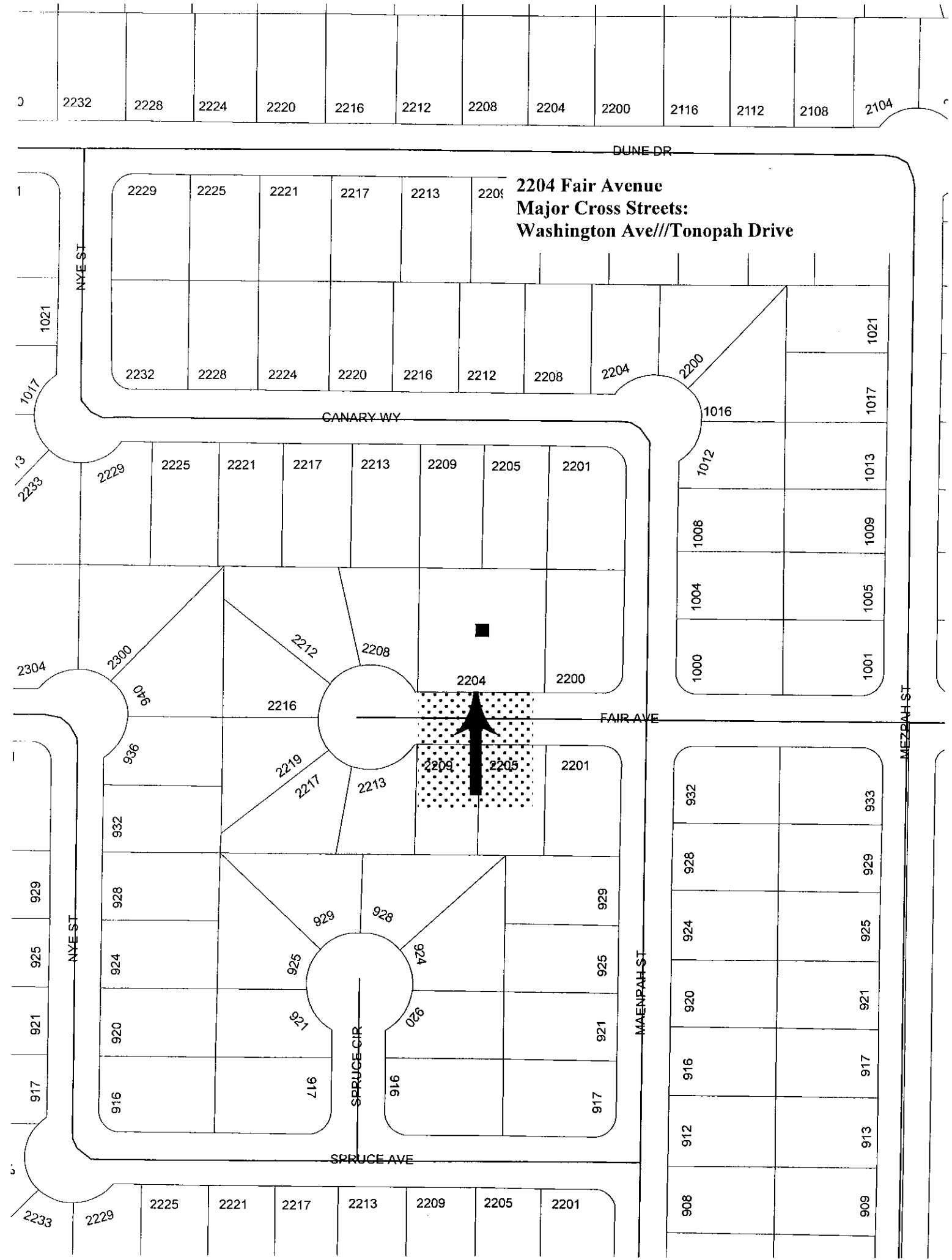
AGENDA MEMO

CITY COUNCIL MEETING DATE: September 2, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2204 Fair Avenue in the amount of $4,694.35 (General Fund) and assess a maximum of $50,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER - C/O KELLY D SMITH – Ward 5 (Barlow)

W.A. Construction, LLC completed work on April 19, 2009 at a cost of $2,949; $325 boarded building certificate fee; $528 in reinspection fees (w/late fees); civil penalties in the amount of $450 plus a 15% administrative fee, for a total of $4,694.35.

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.


2204 Fair Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
DUNE DR
NYE ST
CANARY WY
FAIR AVE
SPRUCE CIR
SPRUCE AVE
MAENPAH ST
2232
2228
2224
2220
2216
2212
2208
2204
2200
2116
2112
2108
2104
2229
2225
2221
2217
2213
2209
2205
2201
2233
2304
2300
2212
2208
2204
2200
2216
940
936
2219
2217
2213
1021
1017
1016
1012
1013
1009
1008
1005
1004
1001
1000
932
933
928
929
924
925
920
921
916
917
912
913
908
909


2204 Fair Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
GOLDHILL WY
GOLDHILL AVE
LA MARK AVE
SUTRO WY
SUTRO LN
MEZPAH DR
NYE ST
HEWITT ST
N TONOPAH DR
LA HARVE DR
MILLS CIR
VIRGINIA CITY AVE
DUNE DR
CANARY WY
ROBIN ST
FAIR AVE
FAIR AVE
FAIR AVE
MAENPAH ST
BOCA RIVER DR
SPRUCE CACTUS ST
SPRUCE AVE
ORPHIR DR
W WASHINGTON AVE
ERNEST MAY LN
CARTER ST
EKANGER CIR
SLEEPY CT
WARREN DR
DUNKEE WY
DIKE LN
RIFF LN
EVERBACK LN

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: August 13, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 2204 Fair 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 caused the above-referenced property to be corrected by boarding all openings to City of Las Vegas specifications, re-board openings not properly boarded, removing all refuse and waste, high weeds, dead bushes or trees, all vehicles and vehicle parts, dilapidated shade covers from rear patio area, refuse and waste from the in ground swimming pool and filling with clean dirt to grade level. The abatement was completed by W.A. Construction, LLC on April 19, 2009 at a cost of $2,949.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board and Secure to CLV specifications; re-board those openings not properly boarded	$1,100.00
Remove all refuse and waste (including furniture, household items, construction materials, paper, plastic, tools, mattresses, leaves, shed on driveway etc.)	$600.00
Remove all high weeds, dead bushes or trees which may present a fire hazard	$400.00
Remove all vehicles and vehicle parts from property to include any frames, trailers, etc (inoperable or abandoned)	$300.00
Remove dilapidated shade covers from rear patio area	$100.00
Remove all refuse and waste from in ground swimming pool and fill with clean dirt to grade level	$449.00
AMOUNT DUE:	$2,949.00
Administrative Processing Fee:	$442.35
Sub-Total:	$3,391.35
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
Boarded Building Certificate	$325.00
TOTAL AMOUNT DUE:	**$4,694.35**
Daily Civil Penalties – 102 days @ $500 a day (excluding civil penalty fees already assessed) January 8, 2009 to April 19, 2009	**$50,550.00**
MAXIMUM TOTAL:	**$55,244.35**
OWNER OF RECORD:	TRUSTEE CLARK COUNTY TREASURER C/O KELLY D SMITH
PROPERTY ABATED:	2204 Fair Avenue

ASSESSOR PARCEL:	139-29-611-135
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 6
	PLAT BOOK 5 PAGE 11
	LOT 14 BLOCK 4

W A Construction, LLC
2505 Anthem Village Drive, Suite E-532
Henderson, NV 89052

Disclosure of Principals

The principals and partners of *W A Construction, LLC* and all persons and entities holding more than 1% interest in *W A Construction, LLC* or any principal of *W A Construction, LLC* are the following:

	Full Name	Business Address	Business Phone
100% → 1.	CHRISTOPHER HARRISON	2505 Anthem Village Dr #E532 Henderson, NV 89052	702-858-7860
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

W A Construction, LLC

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this ____ day of 3/27, 2008.

_____
Notary Public in and for Clark County,
State of Nevada

NOTARY PUBLIC
County of Clark-State of Nevada
ALISA BRILMAN
No. 04-87553-1
My Appointment Expires March 1, 2008

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

SEPTEMBER 2, 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, SEPTEMBER 2, 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 **2204 FAIR AVENUE.** The Director of Neighborhood Services certifies that the sum of **$4,694.35** was expended and Civil Penalties in the sum of **$50,550.00** may be imposed for a total of **$55,244.35.** Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O KELLY D. SMITH – 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 72987 ABANDB **02323-48**

Address: **2204 FAIR AVE**

CLV
DBPROJ

OUTSIDE STORAGE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13929611135	0.33 ACRE	TWIN LAKES VILLAGE UNIT 6

Owner Information:

06-Aug-09		TRUSTEE CLARK COUNTY TREASURER % SMITH KELLY D
		2204 FAIR AVE; LAS VEGAS, NV 89106-1916
10-Aug-02	06-Aug-09	SMITH KELLY D
		2204 FAIR AVE; LAS VEGAS, NV 89106-1916

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	12/23/2008	12/23/2008 9:10	12/23/2008 9:25	15
982400	Failed	1/12/2009	01/12/2009 12:41	01/12/2009 12:46	5
982400	Failed	2/17/2009	02/19/2009 12:12	02/19/2009 12:15	3
940269	Failed	2/17/2009	02/07/2009 8:15	02/07/2009 8:18	3
970581	Passed	4/26/2009	04/26/2009 15:45	04/26/2009 15:50	5
				Time in Minutes:	31

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-WEEDS	12/23/2008	4/26/2009	REMOVE ALL HIGH, DRY AND DEAD VEGETATION FROM ALL YARDS TO I
A-MITIGATION	12/23/2008	4/26/2009	SUBMIT DETAILED MITIGATION PLAN
A-BRDG CERT	12/23/2008	4/26/2009	SUBMIT BOARDING CERTIFICATE APPLICATION AND ALL ASSOCIATED F
A-REFUSE/WST	12/23/2008	4/26/2009	REMOVE ALL REFUSE AND WASTE TO INCLUDE, PAPER, PLASTIC,TOOL
A-INTENT LTR	12/23/2008	4/26/2009	SUBMIT STATEMENT OF INTENT
A-BLD DNGR	12/23/2008	4/26/2009	SECURE STRUCTURE TO CLV SPECIFICATIONS
A-POOL	12/23/2008	4/26/2009	INSTALL A MINIMUM 5.5FT WALL AROUND POOL

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	8/17/2009 10:56:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on September 2, 2009.			
LETTER	8/17/2009 10:56:00 AM	JESSICA LARRAMENDY	0
JL) Report of expense letter and memo mailed to property owner both certified and regular mail.			

PHONE	5/8/2009 8:42:00 AM	LIDIA MCKENZIE	0

LM) RECEIVED CALL COMPLAINING OF TREMENDOUS INFESTATION OF BUGS COMING FROM THIS PROPERTY - WORSENS WITH CHANGE OF CLIMATE. NEED TO BE FUMIGATED OR SOMETHING

INSP	4/26/2009 3:45:00 PM	ROBERT KAEMPFER	5

26) Property clean, weeds clean and bldg is boarded and secure, close

MISC	4/24/2009 7:00:00 AM	LAURA DEARMOND	0

Ld) $2,949 PAID TO W A CONSTRUCTION

VIDPST	4/22/2009 11:36:00 AM	LYNN NIHIPALI	4

16)POST ABATEMENT VIDEO DONE, ALL TRASH AND DEBRIS REMOVED, POOL FILLED IN, VEHICLES GONE,DILAPIDATED SHED GONE, BOARDED, PAINTED, LOOKS GREAT, CONTINUE,

VIDREQ	4/20/2009 2:30:00 PM	LAURA DEARMOND	0

Ld) RECEIVED W A CONSTRUCTION INVOICE & SENT VIDEO REQUEST EMAIL TO #16

VIDPRE	4/13/2009 7:38:00 AM	LYNN NIHIPALI	7

16)PREABATEMENT VIDEO DONE,PROPERTY REMAINS THE SAME, HIGH WEEDS, TRASH AND DEBRIS,TOOLS,HOUSEHOLD ITEMS,BURNT ITEMS FROM FIRE,DILAPIDATED SHEDS,WROGHT IRON,WOOD,ETC, PROCEED WITH ABATEMENT.

VIDREQ	4/10/2009 2:42:00 PM	LAURA DEARMOND	0

Ld) RECEIVED W A CONSTRUCTION START DATE 4-13 FAX & SENT VIDEO REQUEST EMAIL TO #16

BIDA	4/7/2009 3:06:00 PM	LAURA DEARMOND	0

Ld) BID AWARDED TO W A CONSTRUCTION

EMAIL	3/25/2009 8:46:00 AM	LAURA DEARMOND	0

Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION 149106 $2,949 TO W A CONSTRUCTION

MEMO	2/26/2009 7:56:00 AM	LYNN NIHIPALI	1

16)BID REVIEW PIX PREPARED,FORWARD FOR REVIEW.

INSP	2/19/2009 12:12:00 PM	LYNN NIHIPALI	3

16)PROPERTY IN SAME CONDITION,HOUSEHOLD ITEMS, VEHICLES,WOOD,BURNT WOOD,FURNITURE,METAL,ETC THROUGHOUT ALL YARDS,REAR DOORS ACCESSIBLE,SHADE STRUCTURES FALLING DOWN,HIGH WEEDS SPORATICALLY THROUGHOUT YARD,POOL NOT PROPERLY SECURE.PROCEED WITH ABATEMENT.

LETTER	2/11/2009 1:15:00 PM	LAURA DEARMOND	0

Ld) CERTIFIED & REGULAR LETTERS TO OWNER Kelly D. Smith 2204 Fair Avenue Las Vegas, NV 89106-1916 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD

NTCABT	2/7/2009 8:15:00 AM	LORI HAGEMAN	3

32) posted 10 day before abatement on house. Took pictures- moved into case

MISC	2/5/2009 7:53:00 AM	LAURA DEARMOND	0

Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Kelly D. Smith 2204 Fair Avenue Las Vegas, NV 89106-1916

BIDR	2/5/2009 7:39:00 AM	LAURA DEARMOND	0

Ld) RECEIVED BIDS 1) W A CONSTRUCTION $2,949
(2) AMERICAN DEMOLITION $3,475 (3) CONSTRUCTION GROUP INTERNATIONAL $5,342 (4) WEAVER CONSTRUCTION $6,330 (5) REGENCY $6,950 (6) DISASTER KLEEN-UP OF NV $10,470

BIDS	1/29/2009 1:22:00 PM	LAURA DEARMOND	0

Ld) BID FAXED TO CONTRACTORS, DUE BACK 2-3

DIRECT	1/29/2009 10:44:00 AM	PAMELA HINES	7

24)REVIEWED & REFERRED RE-SUBMITTED BID SHEET TO OFFICE STAFF FOR BID PROPOSALS.

DIRECT	1/21/2009 7:03:00 PM	PAMELA HINES	8

24)REFERRED CASE FILE TO #16 TO RESUBMIT BID WITH RECOMMENDED CHANGES AND TO PROVIDE MORE PICS AS ALL I SEE IN EDM ARE PICS OF THE BIG CRACK.

MEMO	1/15/2009 3:00:00 PM	LYNN NIHIPALI	2

16)ABATEMENT BID SHEET PREPARED AND FORWARDED TO 24 FOR REVIEW.

MISC	1/15/2009	ELIZABETH DOUGLAS	0

N & O REC 1/13/09 PLACED IN FILE. ED

RECORD	1/13/2009 7:21:00 AM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg dated December 29, 2008 at Clark County. Recorded in Book: 20090113 Inst: 03714

INSP	1/12/2009 12:41:00 PM	LYNN NIHIPALI	5

16)ON WEST SIDE YARD. POOL IS NOT PROPERLY SECURED,NOT PROPERLY BOARDED BY FIRE CONTRACTOR,(BAUSCH), WILL PREPARE ABATEMENT SHEET.PIX, FAIL, FEE

INSP	1/12/2009 12:41:00 PM	LYNN NIHIPALI	5

16)PROPERTY REMAINS THE SAME, HIGH WEEDS IN ALL YARDS,TRASH AND DEBRIS,MASSIVE AMOUNTS OF HOUSEHOLD ITEMS,VEHICLES, WOOD,DOORS,DILAPIDATED SHADE COVERS ON REAR PATIO READY TO FALL,ACCESSIBLE DOORS PATIO AREA, DILAPIDATED SHED ON DRIVE,VEHICLE AND PARTS

LETTER	1/2/2009 9:54:00 AM	LAURA DEARMOND	0

Ld) CERTIFIED & REGULAR LETTERS TO OWNER Kelly D. Smith 2204 Fair Avenue Las Vegas, NV 89106-1916 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD

NOPOST	12/30/2008 11:17:00 AM	LYNN NIHIPALI	2

16)POSTED ON FRONT DOOR.

DBPROJ	12/29/2008 2:57:00 PM	LAURA DEARMOND	0

Ld) SENT NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING TO OWNER Kelly D. Smith 2204 Fair Avenue Las Vegas, NV 89106-1916

RESEAR	12/29/2008 7:30:00 AM	LYNN NIHIPALI	0

16)NOTHING IN FORECLOSURE

NOREQ	12/24/2008 1:38:00 PM	LYNN NIHIPALI	0

16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.

RESEAR	12/24/2008 1:27:00 PM	LYNN NIHIPALI	0

16)KELLY'S CELL 300-6011 NOTHING AS FAR AS FORECLOSURES. WILL TRY TO CONTACT TO FIND OUT STATUS,BUT THIS TIME WE NEED TO KEEP MOVING

INSP	12/23/2008 9:10:00 AM	LYNN NIHIPALI	15

16)ON SITE WITH 24,FIRE DAMAGED STRUCTURE,OWNER WAS TO MOVE BACK IN,DID NOT,YARD HAS BEEN SOMEWHAT CLEANED,BOARDED,NOT TO SPECS NEED TO CLEAN AND CLEAR YARD AND PROPERLY SECURE POOL AREA. PIX, WILL PREPARE NOTICE AND ORDER.

Time in minutes: 67

APN 139-29-611-135
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O KELLY D SMITH
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-29-611-135**
Commonly known as:	**2204 Fair Avenue**
Legal Description:	**TWIN LAKES VILLAGE UNIT 6**
	PLAT BOOK 5 PAGE 11
	LOT 14 BLOCK 4

On **April 19, 2009** 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 **$4,694.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$50,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$55,244.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **September 2, 2009** ordered the above charges in the amount of **$55,244.35**, 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 September, 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 # - 72987

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding a Change of Business Name and Change of Ownership for a Tavern Limited License subject to Health Dept. regulations, From: Take 1 Inc., dba Take 1 Inc., John V. Ardito, Dir, Secy, Treas, 95% and Gary Sax, Pres, 5%, To: Rafael Manzanares, dba Gato 1 Nite Club, 707 Fremont Street, Rafael P. Manzanares, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

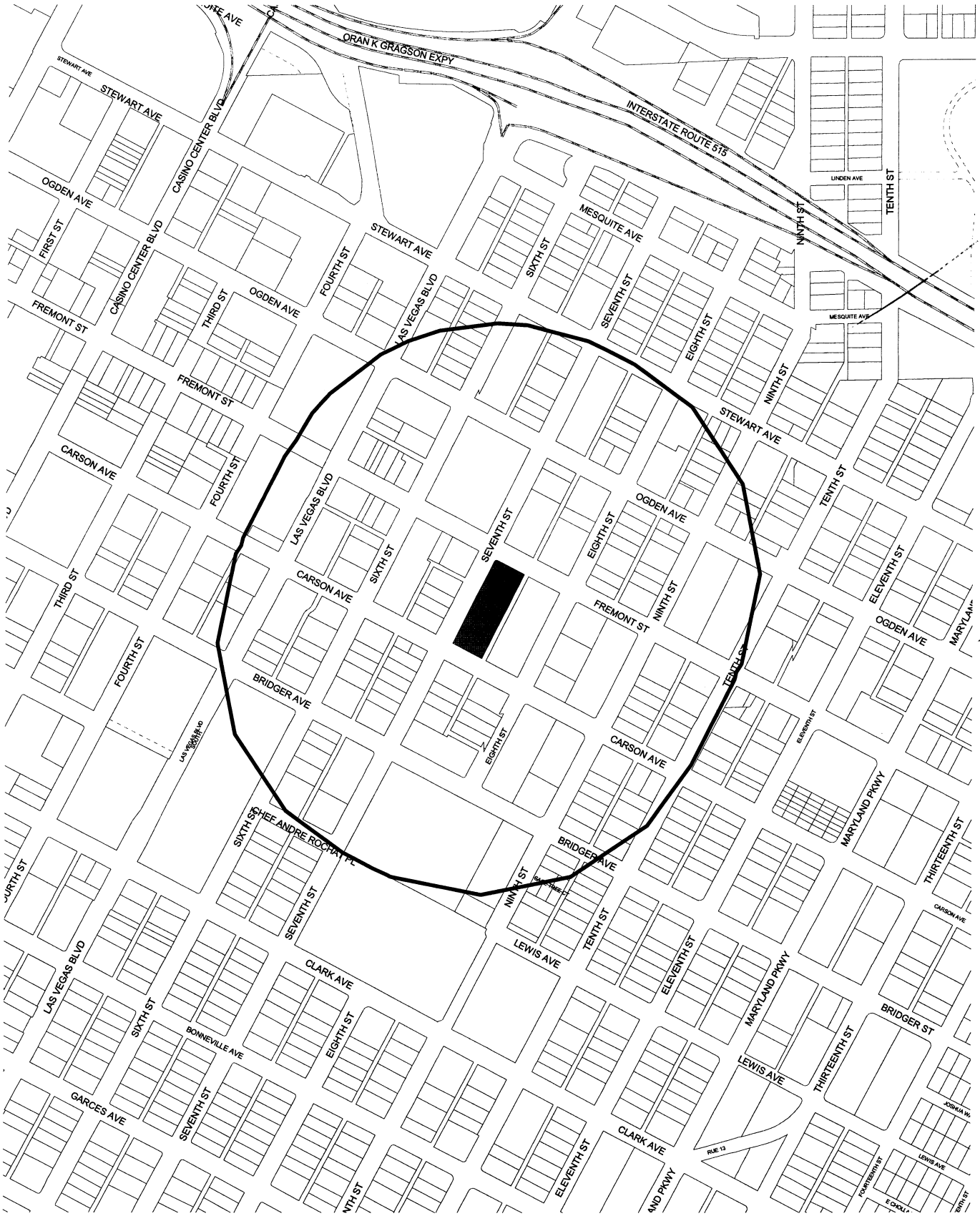
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Change of Business Name and Change of Ownership for a Tavern Limited License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

GATO 1 NITE CLUB



City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Discussion and possible action regarding a Sixty Day Review of a Temporary Hypnotherapy License, Janet Linda Lactaoen, dba Janet Linda Lactaoen, 800 North Rainbow Boulevard, Suite 170, Janet L. Lactaoen, 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 a Sixty Day Review of a Temporary Hypnotherapy 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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Deon Brown, db at Shortline Express Market, 6390 North Durango Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of 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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Work Card Denial for Gregory Floyd, db at Zada's Ice Cream, 2850 East Charleston Boulevard - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of 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.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Work Card Denial for Manuel Porras, db at Pogo's Tavern, 2103 North Decatur Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
RESOLUTIONS:

R-68-2009 - Public hearing and possible action regarding a Resolution authorizing an installment purchase agreement amount not to exceed $5,845,921 for the purpose of financing energy conservation projects and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $5,845,921
Funding Source: General Government CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City, in accordance with NRS 350.800, requests approval for arranging an installment-purchase agreement to finance energy conservation projects to be secured by a security interest in the property. Repayment will be made with legally available funds of the City anticipated from cost savings generated from the projects.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-68-2009

Summary - a resolution authorizing an installment-purchase agreement.

RESOLUTION NO. R-68-2009

A RESOLUTION AUTHORIZING AN INSTALLMENT-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION PROJECTS; AND PROVIDING OTHER MATTERS IN CONNECTION THEREWITH AND THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council," the "City," and the "State," respectively) proposes to enter into one or more installment-purchase agreements in the maximum aggregate principal amount of $5,845,921 pursuant to NRS 350.087 to 350.095, inclusive (the "Agreement Act"), in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, street projects as defined in NRS 268.722 and qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Project"); 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 such installment-purchase agreement; and

WHEREAS, a notice of intention to act upon a resolution authorizing the installment-purchase agreement has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date hereof pursuant to NRS 350.087, and an affidavit evidencing such publication is attached as Exhibit C to this resolution; and

WHEREAS, all comments made at the public hearing held on the date of this resolution have been duly considered by the Council and the minutes of such public hearing are attached as Exhibit B to this resolution; and

WHEREAS, the Council proposes to enter into an installment-purchase agreement with a term of more than 10 years and, pursuant to NRS 350.014, the Council has submitted to the Clark County Debt Management Commission (the "Commission") for its approval or disapproval the following proposal:

INSTALLMENT-PURCHASE AGREEMENT PROPOSAL: Shall the City Council of the City of Las Vegas in the State of Nevada, be authorized to incur an indebtedness on behalf of the City by the issuance at one time, or from time to time, of one or more installment-purchase agreements in the maximum aggregate principal amount of $5,845,921 for the purpose of financing, wholly or in part, the cost to acquire, improve and equip building projects as defined in NRS 268.676, street projects as defined in NRS 268.722 and qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended, each one or more installment-purchase agreements to mature not later than 20 years from the date it is entered into, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the installment-purchase agreements are entered into, the installment-purchase agreements by their terms to be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, to be payable from legally available funds of the City, to be secured by a security interest in property of the City as provided in NRS 350.800, and to be entered into upon such terms and conditions, and with such other detail as the Council may determine?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. . . . before entering into an installment-purchase agreement with a term of more than 10 years, the proposed incurrence . . . must receive the favorable vote of two-thirds of the members of the [debt management] commission of each county in which the municipality is situated. . . ."; and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to . . . enter into an installment-purchase agreement with a term of more than 10 years. . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission"; and

WHEREAS, the Commission adopted, by at least two-thirds of its members, a resolution approving the Proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated as the "2009 Installment-Purchase Agreement Authorization Resolution".

Section 2. The Council hereby finds and determines that the public interest requires the issuance of an installment-purchase agreement to finance the Project in an amount not to exceed $5,845,921.

Section 3. The facts upon which the finding stated in Section 2 above are:

(a) The Project will (i) promote the conservation of energy and reduce the use of fossil fuels by the City, (ii) promote the use of types of energy which are alternatives to fossil fuels, and (iii) result in the reduction in the amount of money spent for energy used by the City.

(b) It is in the best interests of the City and its residents, and would best serve the public interest thereof, if the Project is now accomplished, thereby improving services to residents in the City without delay.

(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 proposes to borrow a sum not to exceed $5,845,921 at an annual interest rate of approximately 2.00% to be repaid over a period of not less than 10 years nor more than 20 years. The installment-purchase agreement shall evidence a transaction described in NRS 350.800 which is payable not later than 20 years after the date of issuance and contains a provision that the installment-purchase agreement by its terms is extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due (the "Agreement"). The term of the Agreement of a maximum of 20 years does not exceed the estimated weighted average useful life of the Project being financed with the Agreement, and the interest rate shall in no event exceed by more than 3 percent the "Index of

Revenue Bonds" which is most recently published before the City enters into the Agreement. The Agreement shall be issued as an installment-purchase agreement as provided in the Agreement Act and NRS 350.800 (the "Act").

Section 5. In addition to or as a substitute for granting a security interest in the Project financed, the Agreement may be secured by a security interest in other property subject to the provision of NRS 350.800. The Director of Finance and Business Services of the City (the "Finance Director") is hereby authorized to arrange for a deed of trust on properties of the City, if any, subject to ratification and approval by the Council.

Section 6. The Agreement is not proposed to be repaid in whole or in part by the levy of a tax which is exempt from the limitations on taxes ad valorem. The Agreement is anticipated to be repaid from other legally available funds of the City, including, without limitation, monies in the City's general fund in the estimated annual amount of $320,000 to $630,000 for a minimum period of 10 years and a maximum period of 20 years and other legally available monies, including ad valorem taxes levied within the limitations provided in chapter 354 of NRS.

Section 7. As set forth in the materials provided by NSB Public Finance (the "Financial Advisor"), attached as Exhibit D hereto, the City's cost of financing the Project with the Agreement is expected to be comparable to the cost of using other methods of financing. The City has a limitation on revenues that may be legally pledged to the repayment of revenue bonds and does not have any general obligation bond authority outstanding from the voters at this time. The Agreement is expected to bear a comparable interest rate to being structured as a general obligation bond or a medium-term bond. The Agreement is being used as the method of financing because the terms of repayment may be longer than 10 years and a medium-term financing cannot exceed 10 years. General obligation bonds would require voter approval and delay the cost saving measures being implemented by the proceeds of the Agreement. As set forth in Exhibit D, according to the Financial Advisor, certain banks have indicated that a general obligation bond may not result in a lower interest rate than the Agreement.

Bonds backed by a revenue source have the difficulty of applying a revenue stream that may be legally pledged. This includes a general obligation bond additionally backed

by pledged revenues and a revenue bond secured solely by revenues. According to the Financial Advisor as set forth in Exhibit D, the strength of the revenue stream is dependent upon several factors including prior collection history, future expectations of growth and coverage of debt service. The pricing of a revenue bond may not vary substantially from the Agreement.

Section 8. The Finance Director, or designee, is hereby authorized to arrange for the issuance and sale of the Agreement in an amount not to exceed $5,845,921, and to carry out the Project, subject to ratification by the Council, including but not limited to preparing and circulating a notice of sale or request for financing bids, specifying the method of sale, the terms of the Agreement, the date of its sale, the final principal amount of the Agreement, the terms and repayment and security therefore, and other details of the Agreement. The Agreement shall be issued on such other terms and conditions as the Council determines, all as provided in the Agreement Act, the Act and NRS 350.500 to 350.720, inclusive, and as authorized by the Finance Director at the time of sale of the Agreement and thereafter ratified by the Council as set forth in a resolution or ordinance (the "Financing Ordinance"), and any other necessary details including the execution and delivery of deeds of trust and possibly of an indenture of trust, if any.

Section 9. The Finance Director, or designee, is authorized to update or amend the City's plan for capital improvements if necessary to reflect the Project and the Agreement and to file the information as required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 10. 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: (a) assembling financial and other information concerning the City, the Project and the Agreement, (b) forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and (c) preparing and circulating a request for proposals, a notice of sale for the installment-purchase agreement, or both, in the forms specified by the Finance Director. The City represents that it is in compliance with the applicable provisions of law, including, without limitation, the provisions of chapter 354 of NRS.

Section 11. The officers of the City be and the same hereby are authorized and directed to forward a certified copy of this resolution to the Executive Director, Department of Taxation, Carson City, Nevada.

Section 12. The Finance Director, or designee, shall, after arranging for the sale of the Agreement and after approval of the financing evidenced by the Agreement by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed final terms of the Agreement to the Council for its approval by adoption of the Financing Ordinance.

Section 13. 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 14. 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 15. This resolution, except for Sections 8, 9, 10, 11, 12 and 15 hereof shall be effective upon the passage and approval hereof. All other sections of this resolution 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.

PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS SEPTEMBER 2, 2009.

_____
Mayor

Attest:

_____
Clerk

Approved as to form:

_____ 8/24/09

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on September 2, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Council members:	Stavros S. Anthony
	Ricki Y. Barlow
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Steve Wolfson

Those Voting Nay: _____
Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the

Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the agenda notice so given of the meeting of the Council on September 2, 2009 is attached to this certificate as Exhibit A.

7. The minutes of the public hearing held immediately before the adoption of

the resolution are attached hereto as Exhibit B.

8. A copy of the affidavit of publication evidencing publication at least 10 days in advance of the public hearing of the notice of intent to authorize installment-purchase agreement is attached hereto as Exhibit C.

9. The comparison of financing methods prepared by NSB Public Finance and presented to the Council is attached hereto as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand this September 2, 2009.

_____

City Clerk

EXHIBIT A

(Attach Agenda Notice of Meeting)

EXHIBIT B

(Attach Minutes of Public Hearing)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Intention to Authorize Installment-Purchase Agreement)

EXHIBIT D

NSB PUBLIC FINANCE

230 Las Vegas Boulevard South, Suite 200
Las Vegas, NV 89101
Telephone: (702) 796-7080
Fax: (702) 796-2975
www.NSBPF.com

August 19, 2009

Mark Vincent
Finance Director
City of Las Vegas Finance Department
400 East Stewart Avenue, 6th Floor
Las Vegas, NV 89101

RE: $5,845,921* City of Las Vegas, Nevada Installment-Purchase Agreement Qualified Energy Conservation, Series 2009

Dear Mr. Vincent:

As financial advisor to the City of Las Vegas (the "City"), it is our opinion that issuing the above-referenced installment-purchase agreement (the "Agreement") is the most suitable option and may not result in a higher interest rate comparable to other available financing methods.

The Agreement will be sold as Qualified Energy Conservation Bond ("QECB") pursuant to Section 54D of the Internal Revenue Code of 1986, as amended (the "Tax Code"). The Tax Code provides for the issuance of QECBs as tax credit bonds. Tax credit bonds provide the issuer with an interest subsidy by providing tax credits to bondholders. Depending on the financial markets at the time of sale, tax credit bonds result in an interest cost between zero (0) and 2 percent.

Due to the nature of the tax credit, the issuance of an installment-purchase agreement may not result in a higher interest rate comparable to other available financing methods. The Agreement is payable from all legally available monies of the City, including the general fund, subject to annual appropriation by the City. The investor also receives a perfected security interest in the equipment financed by the Agreement.

Certain banks have indicated that the interest rate associated with an installment-purchase agreement sold as a tax credit bond would be similar to a general obligation tax credit bond. A general obligation bond, additionally secured with pledged revenues, also has the difficulty of applying a revenue stream that may be legally pledged. A revenue bond may not result in lower financing costs than the Agreement. Under Nevada law, there is a limitation on local government revenues that may be legally pledged directly to bond holders. The strength of this revenue stream is dependant upon several factors including prior collection history, future expectations of growth and coverage of debt service. The pricing of a revenue bond will ultimately be determined based on the credit quality of the revenue stream pledged to bond holders and may not vary substantially from the pricing of the Agreement. The issuance of general obligation, revenue or medium-term bonds may not result in interest savings as compared to an installment-purchase agreement.

Based on the facts above, it is our recommendation that the City proceed with the issuance of the Agreement.

Sincerely,

Timothy W. Farkas
Assistant Vice President

cc: Kendra Follett
Andrew Artusa

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) – Brian Craig Pearson – 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 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 four years, and there is no limit to the number of terms that may be served. Mr. Pearson was appointed for Ward 4 and is eligible for reappointment. This item was held in abeyance at the August 5, 2009 City Council meeting.

RECOMMENDATION:
Procedure for this Board is coterminous appointment by the appropriate member of Council.
Options are:
Councilman Anthony to reappoint Mr. Pearson or appoint a new member

BACKUP DOCUMENTATION:
Current Listing and Authority

Citizens Priority Advisory Committee (CPAC)

	Name	Appointment Date	Expiration Date	Appointed By:
1	**Steve J. Greco** Ward 2 Resident	8 /4 /2004 **Reapp: 6/20/2003**	6/1/2011	Mayor
2	**Nicholas Bennett** Ward 1 Resident	8 /1 /2007 **Reapp: N/A**	6/1/2011	Tarkanian
3	**Duncan R. Lee** Ward 2 Resident	6 /20/2001 **Reapp: 6/1/2005 6/17/2009**	6/1/2013	Wolfson
4	**Ben Judd** Ward 3 Resident	10/18/2000 **Reapp: 6/18/2003 6/20/2007**	6/1/2011	Reese
5	**Brian Craig Pearson** Ward 2 Resident	3 /9 /1998 **Reapp: 6/20/2001 6/1/2005**	6/1/2009	Brown
6	**Joseph Sayles** Ward 5 Resident	10/4 /2000 **Reapp: 5/16/2001 7/16/2003 6/20/2007**	6/1/2011	Barlow
7	**Lori Harrison** Ward 6 Resident	9 /20/2000 **Reapp: 5/16/2001 9/21/2005 6/17/2009**	6/1/2013	Ross

AUTHORITY: Simple Council action on 11-20-91 and 12-4-91 to disband CPAC as it existed under Resolution dated 11-7-84, and restructure such that: committee consists of 5 members - 1 appointed by each Council member - with terms of the appointees running concurrent with the term of office of the elected official who made the appointment. **Amended by Council action 4-5-2000 to increase the membership to 7 members due to increase by two Councilpersons (Wards 5 and 6).**

TERM: Must run concurrent with term of elected official who made appointment. No limit to the number of terms.

NOTES: MUST BE CITY RESIDENT per Bill 90-51, Ordinance 3527.
Must be residents of City, but not necessarily the Ward of the appointing Council member.
No financial disclosure requirement.

DEPT. SUPPORT: Mark Vincent, Director, Finance & Business Services
Terry Wagner, Administrative Secretary, Finance & Business Services

City of Las Vegas

Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

NEON MUSEUM BOARD OF TRUSTEES – Patrick Duffy, Class III Trustee – Term Expiration 9-15-2009

Fiscal Impact

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

PURPOSE/BACKGROUND:
The articles of incorporation and bylaws allow for three trustees from the City of Las Vegas, appointed by the City Council, to serve on the Board of Trustees. The term of office is for three years with no limit to the number of terms that may be served. Mr. Duffy was appointed to fill the unexpired term of Steven Evans. Mr. Duffy is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Duffy OR appoint a new Class III Trustee

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Board Interest Forms from Ralph Krauss and Audrey Asselin

ON AUGUST 21, 2002, BY ACTION OF THE LAS VEGAS CITY COUNCIL, THE CITY OF LAS VEGAS WAS REMOVED AS SOLE MEMBER OF THE NEON MUSEUM BOARD. THE ARTICLES OF INCORPORATION AND THE BYLAWS WERE AMENDED TO ALLOW FOR THREE MEMBERS FROM THE CITY OF LAS VEGAS, APPOINTED BY THE COUNCIL TO SERVE ON THE BOARD OF TRUSTEES.

Neon Museum Board

Name	Appointment Date	Expiration Date	Recommended By:
Councilwoman Lois Tarkanian **Class I** Filled unexpired term of Michael Mack, resigned 6/28/2005	7 /20/2005 **Reapp: 8/15/2007**	9/15/2010	Mayor
Patrick Duffy **Class III** Fills unexpired term of Steven Evans	7 /11/2007 **Reapp: N/A**	9/15/2009	Reese
Nancy Deaner **Class II** Bus: 300 East Charleston, 89104	10/27/1997 **Reapp: 10/6/1999 6/18/2003 10/5/2005 10/1/2008**	10/27/2011	Reese

AUTHORITY: N.R.S. 82.006 and 82.031 - By-Laws Amended on 8-21-2002 to remove the City of Las Vegas as the sole member of the Neon Museum Board. Three appointments are to be made by the City of Las Vegas to the Board of Trustees, Class I, Class II and Class III.

TERM: Three (3) Classes shall hold office:
- **Class I, Class II, Class III** – After initial term of office, the term of office for each class of Trustee shall be three (3) years, with no limit to the number of terms.
- Must fill unexpired term, if appropriate

NOTES: No City residency requirement - no Financial Disclosure requirement.

APPOINTED: 3 members appointed by the City Council.

PURPOSE: In support of the Neon Museum with regard to real property such as historical signs, fundraising and all other activities in furtherance of the goals and objectives of The Neon Museum.

MEETINGS: Meetings are set by the By-Laws of the Neon Museum

09/24/2008 WED 15:32 [TX/RX NO 8943] 001

RECEIVED
CITY CLERK

2008 SEP 24 P 3:30

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Ralph Krauss

Home Street Address: 2601 S. Pavilion Center Dr. #1169

City: Las Vegas **ZIP Code:** 89135

Work Street Address: 5100 W. Sahara Ave.

City: Las Vegas **ZIP Code:** 89146

Employer: Clark County School District **Occupation:** Teacher

Home Phone Number: 702-575-7690 **Work Phone Number:** Not Applicable

Email Address: rkrauss@interact.ccsd.net

Please list the boards, commissions, or committees that you are interested in serving on:

I am interested in serving on any committee or commission that has openings. I would like to help and assist in any programs that deal with the betterment of our city.

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

I am seeking my first job as a city volunteer because I believe it is our duty as citizens to do whatever is necessary to make our city better regardless of what personal sacrifices we might have to make. So what experience I may lack I will make up for in perseverance and hard work.

For office use only

CLV Y___ N✓

Ward N/A

Date 9-25-08

09/24/2008 15:29 7023951524 THE UPS STORE PAGE 01/02

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I received my Bachelors from UNLV. I attended Sierra Nevada College for a year and a half for graduate school and I am currently in the Paralegal Studies Program at CSN. I have lived in Las Vegas and the surrounding communities for over seven years so I have a great deal of knowledge as far as how much we have grown as a city. My Bachelors Degree was in Communications with an emphasis in Journalism, so I understand a how public relations can play an important role to any organization regardless of how big or small. I studied Elementary Education for my graduate credits at Sierra Nevada College and I have been teaching in Clark County for a number of years now so I have worked with youths from age 5 to 18 so I would be a perfect addition to plan programs for kids. I am currently taking Law courses at CSN. I believe that this qualifies me to volunteer on numerous boards for our City's Council. To reiterate my point, I am not seeking any position in particular I just merely want to volunteer to serve on a commission or committee that needs someone who is willing to give all of their extra time, and effort in order to better their community.

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:
City Clerk City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Audrey Asselin

Home Street Address: 7921 Aviano Pines

City: LV **NV** **ZIP Code:** 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson **ZIP Code:** 89014

Employer: TRC **Occupation:** Civil Engineer

Home Phone Number: 702.655.1002 **Work Phone Number:** 702.248.6415

Other Phone Number: cell 702.499.2958 **Email Address:** aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

① Community Development Recommending Board,
② Conservation District of Southern Nevada, ③ Historic Preservation Commission, ④ Neon Museum Board,
⑤ Parks & Rec Advisory Commission
⑥ Planning Commission
⑦ Redevelopment Agency
⑧ Regional Flood Control District

For office use only
CLV Y ✓ N ___
Ward 4
Date 1/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Improvement Plans Production and all relevant reports as well as Final Maps
- Project Scheduling and Client Liaison
- Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

- Project Design and Coordination
- Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology
- Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Client/Architect Coordination and correspondence
- Final Mapping

At Home Mom ***2/1993 through 3/1996***

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

- Project Design and Coordination
- Site Layout, Planning and Calculating
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology and some Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Construction Management in conjunction with Architect for 2 High Schools
- Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

- Project Design and Coordination
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

RECEIVED
CITY CLERK

2008 AUG 29 A 10: 51

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: AUDREY M. ZACHRY

Home Street Address: 7921 AVIANO PINES

City: LAS VEGAS **ZIP Code:** 89129

Work Street Address: 1009 WHITNEY RANCH

City: HENDERSON **ZIP Code:** 89014

Employer: TRC **Occupation:** CIVIL ENGINEER

Home Phone Number: 702 6551002 **Work Phone Number:** 702 248 6415

Other Phone Number: 702 499 2958 **Email Address:** momazac@cox.net

Please list the boards, commissions, or committees that you are interested in serving on:

BUS BENCH / SHELTER CONSTR. & MAINT.

PLANNING COMMISSION, REDEVELOPMENT AGENCY

TRAFFIC & PARKING COMMISSION

PARKS & REC ADVISORY COMM.

For office use only

CLV Y ✓ N ___

Ward 4

Date 8.29.08

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA - SPRING CONFERENCE COMMITTEE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

PLEASE SEE COVER LETTER & RESUMES ATTACHED

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

TRC

1009 Whitney Ranch Drive
Henderson, NV 89014

702.248.6415 PHONE
702.248.0626 FAX

www.TRCsolutions.com

RECEIVED
CITY CLERK

2008 AUG 29 A 10:50

RECEIVED
CITY CLERK

2008 AUG 29 A 10:47

August 27, 2008

Beverly Bridges, City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Subject: Request to be considered for Appointment to Committees and Commissions

Dear Ms. Bridges,

I am forwarding my Resume and Interest form to you, in an effort to be considered for appointment to the committees and/or commissions listed on the attached Interest form.

I am a Las Vegas resident and I believe I can serve my community with my expertise in Civil Engineering and Land Development specifically, but generally I can serve as a well invested and concerned citizen and mother of two. I am well organized and I can offer leadership and the ability to help create well thought out recommendations.

I believe in giving back to my community and this is an obvious way I can contribute to my city and state.

In the meantime, please let me know if there's anything I can assist with.

Thank you,

Audrey Zachry
Director of Land Development, TRC
Home address:
7921 Aviano Pines
Las Vegas, Nevada 89129
702-499-2958

Audrey Zachry, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Land Development Director ***4/2007 through present***

Marketing and Sales
Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production Group implementing Improvement Plans and all relevant reports
Project Scheduling and Client Liaison
Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

Management of Company Start up and Client Base Marketing and Sales
Oversee of Estimates and Cost Analysis
General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

Oversight of Construction Management
Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
Land Acquisition Analysis, Budgets, Schedules and Proformas
Responsibilities included:

- Land Acquisition research and analysis to help determine profit potential
- Land Acquisition Proformas
- Coordination and Management of Engineering Documents, Entitlements and schedules
- Value Engineering of each facet of construction for Land Development
- Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
- Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
- Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
- Bond exoneration and utility refund analysis in order to close out jobs and budgets
- Bi-party and Tri-party contract and budget management
- Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production of Improvement Plans and all relevant reports as well as Final Maps
Project Scheduling and Client Liaison
Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

Project Design and Coordination
Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology
Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Client/Architect Coordination and correspondence
Final Mapping

At Home Mom

2/1993 through 3/1996

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

Project Design and Coordination
Site Layout, Planning and Calc'ing
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology and some Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Construction Management in conjunction with Architect for 2 High Schools
Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

Project Design and Coordination
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

State Of Nevada
Real Estate License

TRC

Audrey Zachry, PE
Director of Land Development

EDUCATION
Civil Engineering Major, University of Nevada

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS
Professional Engineer, Nevada, (#18277), 2007

AREAS OF EXPERTISE
Ms. Audrey Zachry has expertise in the following areas:

- Master Planned Communities and Infrastructure
- Residential Development
- Commercial Development
- Street Improvements
- Utilities
- Land Development Construction Management

REPRESENTATIVE EXPERIENCE
Ms. Zachry has over 20 years experience in various aspects of Land Development both in the public and private sectors. Her experience includes Construction Management of Residential Developments as well Senior Project Management of civil engineering and design projects. Her position as Director of Land Development allows her to lead and mentor many design teams to produce quality and timely projects for our clients.

Master Planned Communities and Infrastructure

American West Homes, Mountain Falls South – Pahrump, NV (Project Manager: 2007-present)
Ms. Zachry is currently involved with project management of the proposed 4,400 single family residential development in accordance with Nye County standards. This encompasses a 919-acre proposed development, entitlements, drainage facility design, backbone utilities, and street improvements as well as individual lot improvements.

Residential
Ovation, Duck Creek, Clark County, NV (Project Engineer: 2007-Present)
This project consisted of 363 apartment units on 20-acres in Clark County. Ms. Zachry was responsible for the technical drainage study and coordination with the improvement plans.

Plaster Development and Charter Development, Grand View, Copper Canyon, Willows at Sunrise and Willows at Lone Mountain Apartment Sites, Nv (Project Manager: 1998-2002)
These projects were 20 acre apartment sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and ADA compliance.

American Premiere, Centex and Charter Development, Santa Bella, Tesoro, Terracina, Terrasol, Cottonwood Series, Fairway Pointe at Queensridge, La Cresenta and La Ventina Single Family Residential Subdivisions, Nv (Project Manager: 1996-2004)
These projects ranged from 15 to 40 acre sites, Ms. Zachry's responsibilities included project management of the entitlements and civil engineering phase of projects. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and hydraulic and hydrology calculations. She managed and evaluated the site earthwork balance and cost estimates for the client to minimize ultimate project costs.

Commercial

Clark County School District, Martinez Elementary School, NV (Project Manager: 1999 - 2000) Ms. Zachry was responsible for the oversight of project design and coordination with the architect. The project consisted of sewer and water hydraulic analysis, along with traffic analysis coordination. Her responsibilities also included construction services, working through the architect to approve and coordinate product approvals.

Clark County School District, Las Vegas, Durango and Silverado High Schools, Nv (Project Manager: 1991 - 1993)
Ms. Zachry was project manager for each of the 40 acre sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design. Ms. Zachry coordinated and managed the project through the construction phase through the architect in charge.

Marathon Development, Horizon Market Place and Simmons Market Place and Green Valley Business Center, Nv (Project Manager: 2004-2006)
These projects were 20 acre commercial sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of tenants and ADA Compliance.

LDS Church, Black Mountain, Alexander, Galleria and Towncenter LDS Church Sites, Nv (Project Manager: 1998-2002)
Ms. Zachry was project manager for each of the church sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design.

Tate and Snyder, Tate and Snyder Office Building, Nv (1991-1993)
Ms. Zachry's responsibilities included close coordination with the architect and landscape architect to meet the expectations of the client. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of client and ADA Compliance.

Construction Management

Centex, Santa Bella, Tropical/Lawrence, Robindale/Lindale, Nelson Ranch, Mesa Verde, Runvee Single Family Residential Projects, Nv (Land Development Manager: 2004-2006)
Ms. Zachry's role was as Land Development Manager and her responsibilities included pro formas for each project for land acquisition, oversight of entitlements, budget and lot delivery schedules, contract negotiation and management, quarterly cost to completes to corporate, construction management, contractor management, bond exoneration and project close out.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers, ASCE
- American Public Works Association, APWA
- National Women in Construction, NWIC
- American General Contractors, AGC
- National Association of Industrial and Office Properties, Naiop
- Nevada Development Authority, NDA
- Urban Land Institute Nevada, ULI
- US Green Building Council, USGBC

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

CIVIL SERVICE BOARD OF TRUSTEES – Johan Aliseo – Term Expiration 9-19-2009

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. Aliseo is not eligible to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Option is for any member of the City Council to appoint a new member to fill the seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

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

	Name	Appointment Date	Expiration Date	Recommended By:
1	**(Ms.) Johan Aliseo** Ward 6 Resident Replaced Lou Johnson	9 /19/2001 **Reapp: 9/7/2005**	9/19/2009	Mayor
2	**Malcolm White** Ward 4 Resident Effective 11/8/2006	10/18/2006 **Reapp: N/A**	11/8/2010	Brown
3	**Edmund Miramontes** Ward 1 Resident	10/29/2003 **Reapp: 11/7/2007**	10/29/2011	Barlow
4	**Priscilla Rocha** Ward 3 Resident Effective 2/21/2004	2 /18/2004 **Reapp: 1/16/2008**	2/21/2012	Reese
5	**Evelyn Beals** Ward 5 Resident	7 /6 /2005 **Reapp: 7/15/2009**	7/6/2013	Reese

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).**

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action to ratify the appointment of Haywood Carter as the Interim Tenant Commissioner for the Southern Nevada Regional Housing Authority

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Southern Nevada Regional Housing Authority (SNRHA) was created by AB478 in the 2009 Legislative session and R-66-2009 was adopted by the Las Vegas City Council on August 19, 2009. This board consists of 9 Commissioners; two appointed from each governing body and one Tenant Commissioner appointed by each of the governing bodies on a rotating basis. The Tenant Commissioner must be a current recipient of assistance from the Authority. There is a provision for an Interim Tenant Commissioner while candidates are nominated for appointment to the regular Tenant Commissioner seat. Per R-66-2009, Section IV (E), the Executive Directors of the Housing Authority of the City of Las Vegas, the Housing Authority of Clark County and the Housing Authority of North Las Vegas, through a blind lot, selected Mr. Haywood Carter to serve as the Interim Tenant Commissioner. The term will expire when the City of Las Vegas makes the regular appointment of the Tenant Commissioner to the SNRHA.

RECOMMENDATION:
The City Council to ratify the appointment of Haywood Carter as the Interim Tenant Commissioner

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Copy of R-66-2009

8-7-2009

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Las Vegas, NV 89101
702-

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1. WILLIAMS, BRENDA J.	1310 Ralston Drive **(Ward 5)**	89106	8-5-2009	
2. CASALEGGIO, DAVE (FATHER)	352 S. Mallard Street **(Ward 1)**	89107	8-5-2009	
3. VACANT* (Appointment by the City of Las Vegas)				

*Represents the "Tenants of Housing Projects…" position on the board. This appointment is on a rotating basis between Clark County, City of Las Vegas, City of Henderson and the City of North Las Vegas.

AUTHORITY: Created by AB 478 during the 2009 Legislative Session and the Resolution R-15-2009 adopted by the City Council on July 1, 2009.

TERM: 4-year term after the initial staggered terms determined by lot.

MEMBERS: 2 commissioners appointed by the City Council. Members fill unexpired terms.

The Tenant Commissioner must be a current recipient of assistance from the Authority who was selected from a list of at least five eligible nominees submitted for this purpose by an organization which represents tenants of housing projects. If no such organization exists, the Tenant Commissioner must be selected from a list of nominees submitted for this purpose from the persons who currently receive assistance from the Authority. Thereafter, at least one Commissioner must be a recipient who was nominated and appointed in the same manner. If, during his/her term, the Commissioner ceases to be a recipient of assistance, he/she must be replaced in the manner set forth in this subsection by a person who is a recipient of assistance.

In making the appointments described in Subsection 1, the relevant local governments shall seek recommendations for appointment from a diverse background of interests with a view toward:

(a) Balancing gender and ethnicity; and
(b) Soliciting appointees who have experience in fields such as, without limitation:
    1) Real estate;
    2) Financial planning;
    3) Legal aid;
    4) Education;
    5) Public safety
    6) The provisions of public services; and
    7) The assistance of persons of low income.

NOTES: None of the commissioners can be an elected official from any entity.

CONTACT:

RESOLUTION OF THE GOVERNING BODIES OF THE COUNTY OF CLARK AND THE CITIES OF HENDERSON, LAS VEGAS AND NORTH LAS VEGAS TO FORM THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

WHEREAS, the provision of safe, decent and affordable housing for veterans and persons of low-income is of critical importance to the public health, safety and welfare of the residents of Nevada ("State"), Clark County and its incorporated cities; and

WHEREAS, on June 1, 2009 upon the Governor's approval, the Nevada Legislature enacted Assembly Bill 478 ("AB 478"), which amended NRS Chapter 315 by adding thereto provisions by which, in a county whose population is 400,000 or more, two or more housing authorities may be formed into a regional housing authority, to be created by resolution among the governing bodies of the local governments that desire to participate in the regional authority; and

WHEREAS, AB 478 provides that such resolution must set forth (i) the intent of the governing bodies to regionalize some or all of their powers, (ii) a reference to the development of a plan for transitioning to a regional authority, (iii) the geographic scope of the regional authority, and (iv) such other matters as the governing bodies determine to be necessary or advisable; and

WHEREAS, as of the date of this Resolution there exist in Clark County three local housing authorities, namely, the Housing Authority of the City of Las Vegas ("HACLV"), the Housing Authority of the County of Clark ("HACC") and the Housing Authority of the City of North Las Vegas ("HACNLV"), each of which provide similar housing assistance services; and

WHEREAS, on January 27, 2009, at a joint public meeting of HACLV and HACC, and thereafter on February 16, 2009, at a special meeting of HACNLV, each of these local housing authorities approved a governance structure for a regional authority as enabled by AB 478, and approved the development of an Implementation Analysis and Plan by staff from Clark County, the cities of Las Vegas, North Las Vegas and Henderson, and the Executive Directors of the three local housing authorities; and

WHEREAS, in March of 2009, the governing bodies of Clark County and the cities of Las Vegas, North Las Vegas and Henderson each approved a resolution in support of regionalization of housing authority; and

WHEREAS, AB 478 provides that if the formation of a regional authority involves fiscal matters, the ownership of real property or the consolidation of functions, the governing bodies who form the regional authority shall, in consultation with the United States Department of Housing and Urban Development ("HUD"), resolve such matters by written contract, agreement or other arrangement entered into by the governing bodies; and

WHEREAS, in working towards this Resolution the governing bodies of Clark County, Las Vegas, North Las Vegas and Henderson have consulted with HUD, and shall further consult with HUD for any other arrangement they may undertake toward regionalization of housing authority; and

WHEREAS, AB 478 provides that upon adoption of a resolution forming a regional authority, the dissolution of any individual authorities of the local governments who form the regional authority must be begun and completed by January 1, 2010; and

WHEREAS, AB 478 provides that as soon as practicable after July 1, 2009 and after the adoption of a resolution, the governing bodies of Clark County and the cities of Las Vegas, North Las Vegas, and Henderson must each appoint two commissioners to the regional authority, and further requires that the governing bodies appoint one commissioner representing tenants by means only partially prescribed by AB 478 and necessarily further addressed herein; and

WHEREAS, although diverse organizations throughout Southern Nevada represent tenants of housing projects in various capacities, no single organization presently represents the interests of all tenants of housing projects in coordination with a regional housing authority; and

WHEREAS, it is necessary and advisable to have an interim tenant commissioner in order for the regional authority to conduct business in anticipation of the January 1, 2010 deadline, while the three organizations which represents tenants for HACLV, HACC and HACNLV are collectively organized to make nominations for the tenant commissioner; and

WHEREAS, in making the appointments of commissioners, local governments shall seek recommendations for persons from diverse backgrounds with a view towards balancing gender and ethnicity, soliciting appointees from various fields of experience, as required by AB 478; and

WHEREAS, NRS Chapter 315, either through AB 478 or NRS 315.410, does not address a means of removing commissioners of a regional authority, other than as a matter necessarily or advisably to be set forth in this Resolution; and

WHEREAS, it has been the experience of the governing bodies of Clark County and the cities of Las Vegas, and North Las Vegas, and Henderson that the full exercise of powers by housing authorities may, from time to time, work toward the detriment of the provision of safe, decent and affordable housing as the governing bodies and housing authorities independently and sometimes in conflict exercise their respective authority toward that purpose, as exemplified by the enactment of Section 6 of AB 478 prohibiting a regional authority from requesting a reservation or nomination of land from the Bureau of Land Management without local government approval; and

WHEREAS, AB 478 further provides that in addition to all the powers set forth in NRS 315.440 and 315.460, the governing bodies may confer upon the regional authority such other powers as the governing bodies may agree upon; and

WHEREAS, AB 487 provides local governments broad discretion in the formation of a regional authority, which as a practical matter will require extensive analysis, cooperation and consensus, but provides only a brief time to accomplish regionalization that includes dissolution of authority; consequently, opportunity for continuing improvement in the manner of regionalization by local government is advisable and may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the governing bodies of the County of Clark and the cities of Las Vegas, North Las Vegas and Henderson that a regional housing authority is hereby formed subject to the following terms and conditions:

I. Name

The regional authority created hereby shall be known as the Southern Nevada Regional Housing Authority ("SNRHA").

II. Geographic Scope of the Southern Nevada Regional Housing Authority

A. Unless and until further expanded or narrowed by means described in subsections B and C of this section II, the geographic scope of the SNRHA shall include all of the jurisdictional territory of the cities of Las Vegas, North Las Vegas, and Henderson, and all other portions of Clark County, excepting only those portions of any other city or town within Clark County that has not by resolution authorized HACLV, HACNLV or HACC to exercise its powers in such city or town.

B. The geographic scope of the SNRHA may, from time to time, be expanded by joint resolution, upon such terms as are prescribed therein, among the governing bodies of the cities of Las Vegas, North Las Vegas, Henderson, Clark County and any other city or town in Clark County or other local housing agency of this State, whether such additional party whose jurisdiction is to be included in the geographic scope of the SNRHA is presently or hereafter formed in accordance with law.

C. The geographic scope of the SNRHA may, from time to time, be narrowed by joint resolution, upon such terms as are prescribed therein, among the governing bodies of the cities of Las Vegas, North Las Vegas, Henderson and Clark County, after consultation with HUD to the extent such narrowing of geographic scope will not conflict with State or Federal law.

III. Regionalization of Powers

A. Except as provided in subsection B through D of this section III, SNRHA shall have all powers that may be exercised by a housing authority in this State.

B. By joint resolution among the governing bodies of the cities of Las Vegas, North Las Vegas, Henderson and Clark County, upon such terms as are prescribed therein, in order to maximize the provision of safe, decent and affordable housing for reasons described therein, the powers of the SNRHA may hereafter be narrowed or

expanded, after consultation with HUD to the extent such narrowing or expansion of powers will not conflict with State or Federal law.

C. By joint resolution among the governing bodies of the cities of Las Vegas, North Las Vegas, Henderson and Clark County the SNRHA may jointly, or with another authority, exercise any powers, privileges and rights that are exercised or capable of being exercised by any other local housing agency of this State.

D. Concerning any new developments or housing projects, or both, for which the SNRHA hereafter works cooperatively with any one or more relevant local jurisdictions, the support and assistance that the SNRHA may require shall be specified by written agreement between or among the SNRHA and each relevant cooperating local jurisdiction.

IV. Appointment and Removal of Commissioners

A. In addition to the provisions for the appointment of commissioners for the governance of the SNRHA required by AB 478, the provisions in the following subsections B through F of this section IV shall apply to the appointment and removal of SNRHA commissioners.

B. For reason of inefficiency or neglect of duty or misconduct in office, a commissioner of the SNRHA may be removed by the governing body that appointed that commissioner. The commissioner shall be removed only after a hearing and after he shall have been given a copy of the charges at least 10 calendar days prior to such hearing and had an opportunity to be heard in person or by counsel. In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk of the jurisdiction whose governing body made the removal.

C. The initial appointment of two commissioners by each of the governing bodies of the cities of Las Vegas, North Las Vegas, Henderson and Clark County shall occur contemporaneously with the adoption of this Resolution and such appointments shall be for a term determined by lot as provided for by AB 478 and subsection F of this section IV. After expiration of term or removal from office, the governing body of each jurisdiction shall appoint commissioners to replace the two commissioners initially appointed.

D. Except as in described in subsection E of this section IV for the interim tenant commissioner, the appointment of the commissioner to serve on behalf of the tenants shall be made by one governing body, of either of the cities of Las Vegas, North Las Vegas or Henderson or Clark County, upon a rotating basis in order, as determined by lot with a blind drawing of numbers one through four, by an authorized representative from each jurisdiction to determine order of rotation, which order shall be acknowledged by entry into the minutes of each governing body's next available regular meeting and the meeting described in subsection F of this section IV. Each governing body shall

retain the right and obligation to replace the tenant commissioner for the duration of the term.

E. Solicitations shall be made for the governing body selected to appoint the tenant commissioner to the organizations which represents tenants for HACLV, HACC and HACNLV requesting each nominate three eligible candidates for the position of commissioner who will serve the SNRHA on behalf of tenants. These three organizations together, as collectively organized for this purpose by this subsection shall constitute the organization for purpose of nomination under AB 478 until a new organization which represents tenants for the SNRHA is established. The appointing governing body shall appoint one of the nine nominees to serve as commissioner, or one of at least five nominees should one or more such organizations fail to make all nominations. If less than five are nominated by such organizations, staff of the appointing governing body shall solicit additional nominees in accordance with AB 478. Until such time as the tenant commissioner can be selected as described above, but no later than January 1, 2010, an interim tenant commissioner shall serve on the board of the SNRHA. The interim tenant commissioner shall be selected blindly by lot, drawn collectively by the executive directors of HACLV, HACC and HACNLV, or any one of them singularly, from a list of two nominees whose name are submitted by the tenant commissioners serving on the boards of HACLV and HACC. Each of the two said commissioner shall nominate himself to serve as the interim tenant commissioner. If the person whose name is selected by lot is unable to serve, the other shall be selected in his place to serve as the interim tenant commissioner. The tenure of interim tenant commissioner shall not be attributed to any governing body for purpose of rotation as described in subsection D of this section IV.

F. At the first meeting of the commissioners of the SNRHA, at which all nine commissioners must attend, all nine commissioners shall draw lots to determine the duration of their terms as provided for by AB 478.

V. Development of a Plan for Transitioning to a Regional Authority

A. As soon as practicable after appointment of the nine commissioners, the commissioners shall select an interim executive director, who shall serve until an executive director can be selected in the manner described by AB 478, whose first priority shall be to develop a plan for transitioning to a regional authority, with the advice and approval of SNRHA commissioners after receiving input and plans from staff and employee representatives from the local housing authorities and the jurisdictions of Clark County, Las Vegas, North Las Vegas, Henderson, HUD and others as appropriate.

B. In developing the transition plan, the interim executive director shall consider all matters addressed in the Implementation Analysis and Plan produced at the request of the local housing authorities as well as the propriety, with respect to regionalization, of the policies effectuated by NRS 315.365.

C. If, in the transition to a regional authority, fiscal matters, the ownership of real property or the consolidation of functions may require written contracts, agreements, or other arrangements among the governing bodies, the interim executive director shall present such matters to HUD and staff of the relevant jurisdictions for consideration, if necessary, by the governing bodies.

D. In the event that the transition to a regional authority is not complete by January 1, 2010, when the local housing authorities dissolve by operation of law in accordance with AB 478, excepting such matters as require the consent of the governing bodies or are prohibited by the governing bodies as provided for in section III. B. above, the SNRHA shall have all such powers as are necessary or advisable to complete the transition, including but not limited to acting on behalf of the local housing authorities as if they were not dissolved, holding property in trust, appointing receivers and commencing litigation.

VI. Limitation of Liability and Performance

By approval of this Resolution, none of the governing bodies adopting the same assume any liability, including liability for the acts or omissions of commissioners, or undertake any obligation for further performance, except as expressly required hereby, and except for the appointment of commissioners.

/ / /

/ / /

/ / /

PASSED, ADOPTED and APPROVED this ___ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By _____
RORY REID, CHAIR

ATTEST:

_____
SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

APPROVED AS TO FORM ONLY:

DAVID ROGER
DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

PASSED, ADOPTED and APPROVED this ___ day of _____, 2009.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

By:_____
BEVERLY K. BRIDGES, CMC, CITY CLERK

APPROVED AS TO FORM:

BRAD JERBIC
CITY ATTORNEY

By: T. Ponticello 8/3/09
TERESITA L. PONTICELLO, CHIEF DEPUTY CITY ATTORNEY

PASSED, ADOPTED and APPROVED this ___ day of _____, 2009.

CITY OF NORTH LAS VEGAS

By:_____
SHARI L. BUCK, MAYOR

ATTEST:

By:_____
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:

By:_____
CARIE A. TORRENCE, CITY ATTORNEY

PASSED, ADOPTED and APPROVED this ___ day of _____, 2009.

CITY OF HENDERSON

By:_____
ANDY HAFEN, MAYOR

ATTEST:

By:_____
MONICA MARTINEZ SIMMONS, MMC, CITY CLERK

APPROVED AS TO FORM:

By:_____
ELIZABETH MACIAS QUILLIN, CITY ATTORNEY

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-33 – ABEYANCE ITEM - 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. This item was abeyed from the 8/19/2009 City Council Meeting.

RECOMMENDATION:
ADOPTION at 8/19/2009 City Council meeting as a First Amendment pursuant to the 8/4/2009 Recommending Committee.

First Reading - 7/15/2009; First Publication - 8/7/2009

BACKUP DOCUMENTATION:
Bill No. 2009-33
Bill No. 2009-33 First Amendment

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

FIRST AMENDMENT

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 deleting the entry for the use "Small Wind Energy System," as found in the "Utilities, Communication and Transportation" element of Table 2, and replacing that entry with entries for the uses "Small Wind Energy System (Less than 20,000 Square Feet of Gross Parcel Area)" and "Small Wind Energy System (20,000 Square Feet or More of Gross Parcel Area)," to read respectively as follows:

<table>
<tr><th>USE</th><th colspan="12">RESIDENTIAL</th><th colspan="6">COMMERCIAL</th><th colspan="3">INDUSTRIAL</th></tr>
<tr><td rowspan="3">Small Wind Energy System (Less than 20,000 Square Feet of Gross Parcel Area)</td><td>U</td><td>R-A</td><td>R-E</td><td>R-D</td><td>R-1</td><td>R-CL</td><td>R-2</td><td>R-3</td><td>R-4</td><td>R-5</td><td>R-MH</td><td>R-MHP</td><td>P-R</td><td>N-S</td><td>O</td><td>C-D</td><td>C-1</td><td>C-2</td><td>C-PB</td><td>C-M</td><td>M</td></tr>
<tr><td></td><td></td><td></td><td>S</td><td>S</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>S</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="21">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.</td></tr>
<tr><td></td><td colspan="21">Minimum Special Use Permit Requirements:
1. 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.
2. A 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.
3. A system shall not extend to a height greater than 50 feet, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding the wind turbine).</td></tr>
</table>

	4. When a 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. 5. A 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. 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. 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. *8. A system must comply with all applicable fire codes and building codes. 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. 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. 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.

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Small Wind Energy System (20,000 Square Feet or More of Gross Parcel Area)	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
		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. 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.
2. A 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.
3 A system shall not extend to a height greater than the following, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding

	the wind turbine): a. 65 feet, for parcels in the R-A and R-E Zoning Districts; and b. 90 feet, for parcels in the O, C-1, C-2, C-PB, C-M and M Zoning Districts. 4. When a 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. 5. No more than one system shall be permitted on a parcel of land (except by means of Special Use Permit approval pursuant to Conditional Use Regulation 13 below). 6. A 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. 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. 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. A system must comply with all applicable fire codes and building codes. 10. 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. 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. 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. Except with respect to Conditional Use Regulations 2, 3, 4, 5 and 11, 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 8-6-09
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.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-34 – Adopts the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan. 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:
At its meeting of August 5, 2009, the City Council is scheduled to consider the approval of the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan, including its appendix, exhibits and maps. This bill will formalize the approval, adopting the Plan element by means of ordinance. The adopted Plan element will replace and supersede any previously-adopted document regarding these aspects of the City's General Plan.

RECOMMENDATION:
ADOPTION at 9/2/2009 City Council meeting pursuant to the 8/18/2009 Recommending Committee.

First Reading – 8/5/2009; First Publication – 8/21/2009

BACKUP DOCUMENTATION:
Bill No. 2009-34

BILL NO. 2009-34

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE LAND USE AND RURAL NEIGHBORHOODS PRESERVATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Adopts the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Land Use and Rural Neighborhoods Preservation Element," including its appendix, exhibits and maps, the essential contents of which were approved by the City Council on August 5, 2009, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the Land Use Element and the Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan, and shall replace and supersede any corresponding element or inconsistent provision of the City's General Plan, as adopted by Ordinance No. 3636 and amended thereafter.

SECTION 2: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

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 7-21-09
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.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-35 – Adopts the Economic Element of the Las Vegas 2020 Master Plan. 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:
At its meeting of August 5, 2009, the City Council is scheduled to consider the approval of the Economic Element of the Las Vegas 2020 Master Plan. This bill will formalize the approval, adopting the Plan element by means of ordinance. The adopted Plan element will replace and supersede any previously-adopted document regarding this aspect of the City's General Plan.

RECOMMENDATION:
ADOPTION at 9/2/2009 City Council meeting pursuant to the 8/18/2009 Recommending Committee.

First Reading – 8/5/2009; First Publication – 8/21/2009

BACKUP DOCUMENTATION:
Bill No. 2009-35

BILL NO. 2009-35

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE ECONOMIC ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Adopts the Economic Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Economic Element," the essential contents of which were approved by the City Council on August 5, 2009, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the Economic Element of the Las Vegas 2020 Master Plan, and shall replace and supersede any corresponding element or inconsistent provision of the City's General Plan, as adopted by Ordinance No. 3636 and amended thereafter.

SECTION 2: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

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 7-21-09
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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-36 – Creates the City of Las Vegas, Nevada Tourism Improvement District for parcels at Fourth Street and Stewart Avenue (area bounded by Stewart Avenue, Casino Center Boulevard, U.S. Highway 95 and Fourth Street). Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS Chapter 271A authorizes municipalities to create tourism improvement districts within their respective jurisdictions in order to encourage economic development and development related to tourism. Chapter 271A contains a number of prerequisites to the creation of such a district. The City has proposed the creation of such a district within the area bounded by Stewart Avenue, Casino Center Boulevard, U.S. Highway 95 and Fourth Street, and the requisite steps have been completed. This ordinance will formalize the creation of the district in accordance with State law.

RECOMMENDATION:
ADOPTION at 9/2/2009 City Council meeting pursuant to the 8/18/2009 Recommending Committee.

First Reading – 8/5/2009; First Publication – 8/21/2009

BACKUP DOCUMENTATION:
Bill No. 2009-36

Summary — An ordinance creating the City of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) and providing other matters properly related thereto.

BILL NO. 2009-36

ORDINANCE NO. ___

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (FOURTH STREET AND STEWART AVENUE); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, under Nevada Revised Statutes Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City of Las Vegas (the "City") has the power to create a tourism improvement district to be known as the "City of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue)" (the "District") for the development of property within the jurisdiction of the City; and

WHEREAS, the City Council of the City (the "Council") desires to construct a project (the "Project") to be located in the District as further described in the report entitled "*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*" prepared by Applied Analysis, dated November 30, 2008, as amended on February 27, 2009, which is on file with the City Clerk of the City (the "Report"); and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the Council must make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"), after considering:

(a) the amount of proceeds of all taxes and other governmental revenue projected to be received as a result of the properties and businesses expected to be located in the District;

(b) the use of any money proposed to be pledged pursuant to the Tourism Act;

(c) any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the Project and the development of land within the District; and

(d) estimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the District and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the District; and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council provided to the Board of Trustees of the Clark County School District and the Board of County Commissioners of Clark County, written notice of the time and

place of the meeting at which the Council will consider making the Fiscal Effect Finding and each analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City commissioned the Report regarding, among other things, the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the Report is the only analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City provided at least 15 days' notice of a public hearing held on May 6, 2009 by publication pursuant to NRS 271A.080(6); and

WHEREAS, the Council held a public hearing on May 6, 2009 and pursuant to a resolution adopted on May 6, 2009 at the public hearing, the Council made written findings pursuant to NRS 271A.080(2), (3) and NRS 271A.080(6), including the Fiscal Effect Finding; and

WHEREAS, the City provided materials to the Nevada Commission on Tourism and the Governor of the State of Nevada pursuant to NRS 271A.080(7) and (8), respectively; and

WHEREAS, pursuant to a resolution adopted on June 16, 2009, the Commission on Tourism made the determination pursuant to NRS 271A.080(7) with respect to the Project and the District; and

WHEREAS, pursuant to letters dated July 6 and July 10, 2009, the Governor of the State of Nevada made the determination with respect to the Project pursuant to NRS 271A.080(8); and

WHEREAS, no portion of any of the Property in the District is also included within any boundaries of any other tourism improvement district or any improvement district for which any money has been pledged pursuant to NRS 271.650; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the Council desires to create the District; and

WHEREAS, the City staff has presented to the Council a description and a map of the boundaries of the District; and

WHEREAS, the Council has reviewed the documents submitted for the District; and

WHEREAS, the Council and officers of the City have done all things necessary and preliminary to the creation of the District, and the Council desires now to create the District by this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Tourism Improvement District (Fourth Street and Stewart Avenue) Creation Ordinance" (herein the "Ordinance"). All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District and the Project hereby are, ratified, approved and confirmed.

Section 2. The Council has heretofore determined and does hereby determine:

a. No retailers will have maintained or will be maintaining a fixed place of business within the District on or within 120 days immediately preceding the date of adoption of this Ordinance; and

b. The District is located entirely within the boundaries of the City.

Section 3. There shall be, and hereby is, created in the City the District being a tourism improvement district designated as the "City of Las Vegas, Nevada, Tourism Improvement District (Fourth Street and Stewart Avenue)" for the purpose of acquiring the Project. The boundaries of the District are generally described as the area bounded by Stewart Avenue, Casino Center Drive, US Highway 95 and Fourth Street.

Section 4. Pursuant to NRS 360.855(3) the City Council hereby approves and authorizes the use of money received pursuant to subsection 1 of NRS 360.855 that is not needed to make payments due during a fiscal year of the principal of, interest on, and other payments or security-related costs with respect to, any bonds or notes issued pursuant to NRS 271A.120 and payments due during that fiscal year under any agreements made pursuant to NRS 271A.120 for the purpose of prepaying, defeasing or otherwise retiring all or a portion of any bonds or notes issued pursuant to NRS 271A.120 or of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the District.

Section 5. The Project, which is a permitted project under NRS Chapter 271A, is hereby ordered to be acquired, improved, equipped, operated and maintained within the boundaries of the District.

Section 6. For the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described herein and the financing of the Project, the City hereby determines to pledge and hereby pledges 75% of :

a. An amount equal to the proceeds of the taxes imposed pursuant to NRS 372.105 and 372.185 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the District during a fiscal year, after the deduction of a sum equal to 0.75 percent of the amount of those proceeds; and

b. The amount of the proceeds of the taxes imposed pursuant to NRS 374.110, 374.190 and 377.030 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the District during a fiscal year, after the deduction of 1.75 percent of the amount of those proceeds.

Section 7. Pursuant to NRS 271A.090, the determinations and written findings made by the Council in this Ordinance are conclusive in the absence of fraud or gross abuse of discretion.

Section 8. After adoption of this Ordinance, City staff is hereby authorized to negotiate with the State of Nevada Department of Taxation the terms of an agreement specifying the dates and procedure for distribution to the City of any money pledged pursuant to Section 6 of this Ordinance and to provide such agreement to the Council for its approval.

Section 9. Before the issuance of any bonds to finance the Project in the District, City staff is hereby authorized to obtain a feasibility study, commissioned by the City, which shows that a sufficient amount will be generated from money pledged pursuant to NRS 271A.070 to make timely payment on the bonds, taking into account the revenue from any other revenue-producing projects also pledged for the payment of the bonds, if any.

Section 10. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (FOURTH STREET AND STEWART AVENUE); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed August 5, 2009, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on September 2, 2009.

/s/ Beverly K. Bridges, CMC
City Clerk

(End of Form of Publication of Notice of Filing of An Ordinance)

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. _____
(of the City of Las Vegas, Nevada)

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (FOURTH STREET AND STEWART AVENUE); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on August 5, 2009, and was passed at the meeting held on September 2, 2009, by the following vote of the City Council:

Those Voting Aye:	Oscar Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after the ___ day of September, 2009, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this September 2, 2009.

/s/ Oscar Goodman
Mayor

Attest:

/s/ Beverly K. Bridges, CMC
City Clerk

(End of Form of Publication))

Section 12. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 13. If any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

PASSED, ADOPTED AND APPROVED THIS SEPTEMBER 2, 2009.

_____

Oscar Goodman, Mayor

(SEAL)

Attest:

_____

Beverly K. Bridges, CMC, City Clerk

Approved as to form:

Val Steed 7-22-09

Deputy City Attorney

This Ordinance shall be in full force and effect from and after September __, 2009, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen, qualified and acting 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 an ordinance which was introduced at the meeting of the Council on August 5, 2009, and finally adopted and approved on September 2, 2009.

2. The following members of the Council were present at the August 5, 2009 Council meeting:

Mayor:	Oscar Goodman
Council members:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Absent:	_____
	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on August 5, 2009, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on September 2, 2009, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the September 2, 2009 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Oscar Goodman
Council members:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on August 5, 2009 and September 2, 2009. Pursuant to Section 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings 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 prior to 9:00 a.m. at least 3 working days before such meeting, 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.

6. A copy of such notice so given of the meeting of the Council on August 5, 2009 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on September 2, 2009 is attached to this certificate as Exhibit B.

7. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

9. Upon request, the Council, 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 members of the Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this September __ 2009.

_____

Beverly K. Bridges, CMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of Meeting on August 5, 2009)

EXHIBIT B

(Attach Copy of Notice of September 2, 2009 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Creation Ordinance)

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-37 – Clarifies and updates the zoning and parking standards relative to retail bakeries. (TXT-34897) 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 the City's zoning regulations to clarify the definition of "retail bakery" and to update the parking standards applicable to that use. On-site parking will be required at the rate of one space per 175 square feet of gross floor area rather than the current one space per 100 square feet.

RECOMMENDATION:
ADOPTION at 9/2/2009 City Council meeting pursuant to the 8/18/2009 Recommending Committee.

First Reading – 8/5/2009; First Publication – 8/21/2009

BACKUP DOCUMENTATION:
Bill No. 2009-37

BILL NO. 2009-37

ORDINANCE NO. _____

AN ORDINANCE TO CLARIFY AND UPDATE THE ZONING AND PARKING STANDARDS RELATIVE TO RETAIL BAKERIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Clarifies and updates the zoning and parking standards relative to retail bakeries.

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 "Retail Bakery," listed as "Bakery, Retail" in the "Retail & Personal Services" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Bakery, Retail	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
														P	A		P	P	S	P	P
	Description: An establishment which specializes in the retail sale of baked goods, [for retail sale] such as doughnuts, cookies, pastries and other similar goods, but does not provide meals as found in a restaurant.																				
	On-site Parking Requirement: One space for each [100] 175 square feet of gross floor area.																				

SECTION 2: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Retail Bakery," listed as "Bakery, Retail," to read as follows:

"Bakery, Retail" means an establishment which specializes in the retail sale of baked goods, [for retail sale] such as doughnuts, cookies, pastries and other similar goods, but does not provide meals as found in a restaurant.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-21-09
_____
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.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-38 - Ordinance Creating Special Improvement District No. 1514 - Ann Road and Cimarron Road (West of Leggett Road) Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $296,243.40
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The construction and installation of pavement, "L" type curb and gutter, sidewalks, streetlights and driveways.

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. 2009-38

BILL NO. 2009-38

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1514 - ANN ROAD AND CIMARRON ROAD (WEST OF LEGGETT ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the City of Las Vegas, Nevada, Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Street Project as defined in NRS 271.225 (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from in the Project; and

WHEREAS, among other documents, the City Engineer together with the City Engineer Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, or if not known, stating the name is "unknown"; a description of each lot, tract, or parcel of land to be assessed; the market value of each lot; the amount of the estimated

assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Friday, July 31, 2009, and to appear before the City Council on Wednesday, August 5, 2009, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that there are not more than 2,640-feet between existing improvements and that the exception provided by NRS 271.306(2)(b) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1514 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work and to create the District by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1514 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1514 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the "City of Las Vegas, Nevada, Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road)" for the purpose of acquiring a Project as more particularly described below. The

boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

Ann Road (NORTH SIDE) - from the centerline of Cimarron Road east along Ann Road to the centerline of Leggett Road (100-foot right-of-way).

Cimarron Road (EAST SIDE) – from the centerline of Ann Road north approximately 360 feet. (80-foot right-of-way).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The project on Ann Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 43 feet of roadway width, and "L" type curb and gutter. The improvements on Cimarron Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 33 feet of roadway width, "L" type curb and gutter, sidewalk (APN 125-28-801-015), street lights (APN 125-28-801-015), and residential driveway approaches (APN 125-28-801-015). The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District water and sewer laterals will be installed from the existing or proposed main lines in Ann Road and Cimarron Road to such property. (hereinafter collectively referred to as the "Improvements"). Sewer lines within the District are owned and maintained by the City. The City will require that properties connecting to the sewer line pay a connection fee and are annexed to the City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The City Council has determined that a portion of the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$ 362,530.00	$ 296,243.40	$ 66,286.60

The amounts to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a street pavement section, curb and gutter, sidewalks (APN 125-28-801-015), streetlights (APN 125-28-801-015), and driveway approaches (APN 125-28-801-015), where not already existing. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1514 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in forty (40) substantially equal semi-annual installments of principal and interest. The City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%.

Section 10. That all action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof, (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That 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 Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the Clark County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed).

The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request. Thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1514 - ANN ROAD AND CIMARRON ROAD (WEST OF LEGGETT ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 19th day of August, 2009, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 16th day of September, 2009.

/s/ Beverly K. Bridges
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for and against its passage, and with a statement that typewritten copies of the Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1514 - ANN ROAD AND CIMARRON ROAD (WEST OF LEGGETT ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on August 19, 2009, and was passed at a regular meeting held on September 16, 2009, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after September 20, 2009, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2009.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

Introduced August 19, 2009, PASSED, ADOPTED AND APPROVED September 16, 2009.

OSCAR B. GOODMAN, Mayor

Attest:

Beverly K. Bridges, CMC
City Clerk

Approved as to form:

8/4/09
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on August 19, 2009, and finally adopted and approved on September 16, 2009.

2. The following members of the City Council were present at the August 19, 2009, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on August 19, 2009, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on September 16, 2009, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the September 16, 2009, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on August 19, 2009, and September 16, 2009. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City 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 City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on August 19, 2009, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on September 16, 2009, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this September 16, 2009.

BEVERLY K. BRIDGES, CMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of August 19, 2009 Meeting)

EXHIBIT B

(Attach Copy of Notice of September 16, 2009 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 2, 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.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

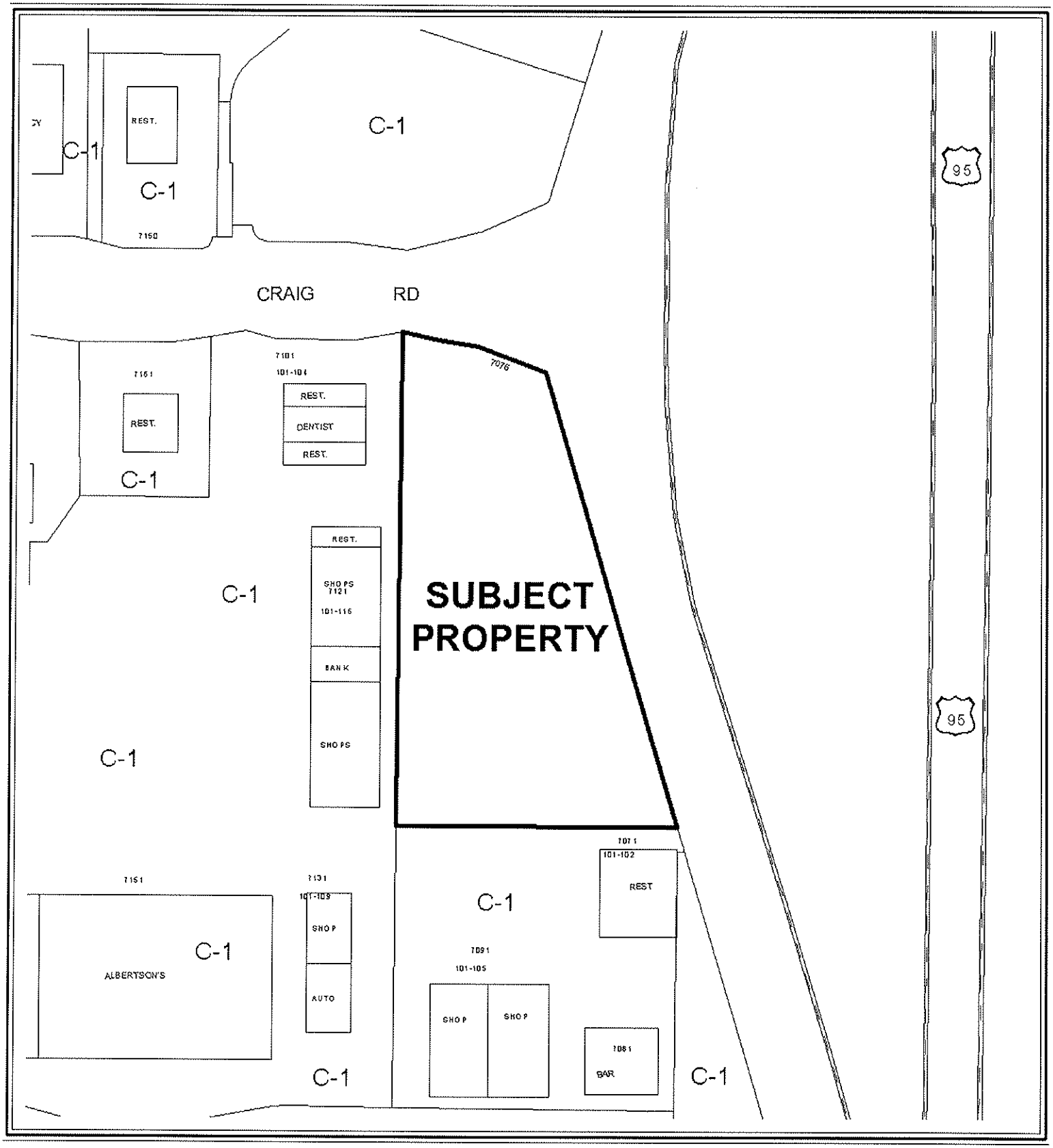
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-35333 - EXTENSION OF TIME - REZONING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-19647) FROM U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO C-1 (LIMITED COMMERCIAL) ZONE on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), 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. City Council Approval Letter for ZON-19647

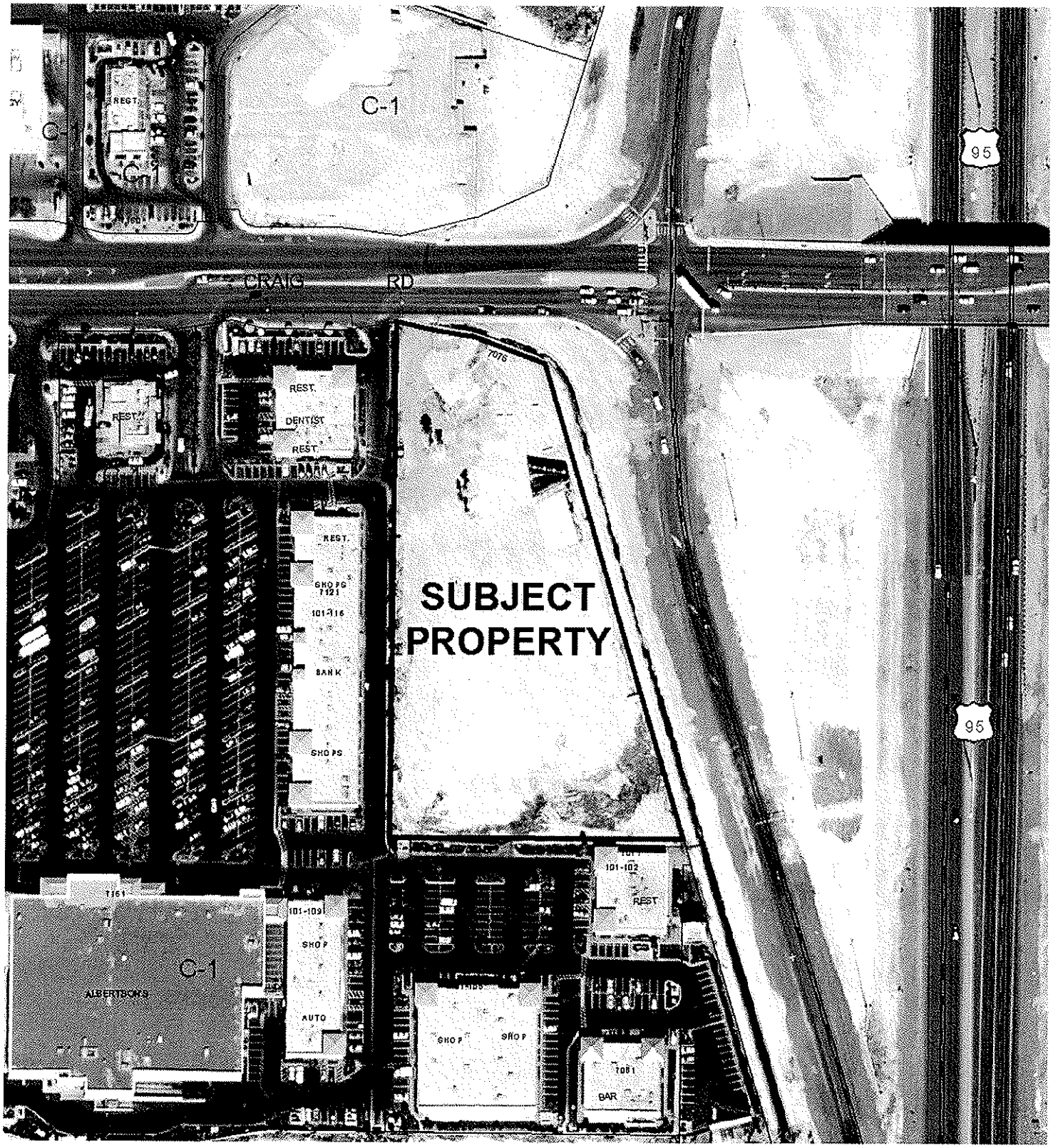


CASE: **EOT-35333**

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

N



0 200 400 Feet

CASE: EOT-35333

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: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35333 – EXTENSION OF TIME – REZONING –
APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped with a previously approved Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of the U.S. 95 Freeway. The Rezoning to C-1 (Limited Commercial) aligns with the General Plan designation of SC (Service Commercial). The site has an approved Site Development Plan Review (SDR-25484) for a shopping center with entitlements that include a pawnshop and restaurant with drive-through. There has been some new development in the surrounding area for a Beer/Wine/Cooler On-Sale establishment within an existing Restaurant at 7121 West Craig Road, and a Supper Club at 4450 North Tenaya Way.

The applicant is requesting a five-year extension of time to allow for the construction of the project, which has been delayed due to poor economic conditions. Staff is recommending approval of the Extension of Time request with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/21/04	The City Council approved a request for Rezoning (ZON-3197) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres adjacent to the southwest corner of Craig Road and U.S. 95 Freeway. The Planning Commission recommended approval on 12/18/03.
11/17/04	The City Council approved a request for a Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 7075 West Craig Road. The Planning Commission recommended approval on 09/23/04.
08/01/07	The City Council approved a request for a Site Development Plan Review (SDR-19643) for a 37,925 square-foot commercial center and waivers of perimeter landscape buffer standards to allow no landscaping along the south and east property lines where an eight-foot wide buffer is required and a two-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required on 3.53 acres on the south side of Craig Road, west of U.S. 95. The Planning Commission recommended approval on 04/12/07.

08/01/07	The City Council approved a request for Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of U.S. 95. The Planning Commission recommended approval on 04/12/07.
02/28/08	The Planning Commission approved a request for a Major Amendment of a previously approved Site Development Plan Review (SDR-25484) for a proposed 41,097 square-foot shopping center on 3.53 acres adjacent to the south side of Craig Road, west of U.S. 95.
10/01/08	The City Council approved a request for a Special Use Permit (SUP-29027) for a proposed Pawnshop with a waiver to allow a zero-foot distance separation to another Financial Institution specified where 1,000 feet is required at the southwest corner of U.S. 95 and Craig Road. The Planning Commission recommended approval on 08/28/08.
12/18/08	A Code Enforcement case (72905) was processed for refuse and waste on property at 7075 West Craig Road. Code Enforcement closed the case on 01/15/09.
01/07/09	The City Council approved a request for a Required Review (RQR-30484) of a previously approved Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-premise Sign at 7075 West Craig Road. The Planning Commission recommended approval on 12/04/08.
07/09/09	The Planning and Development Department administratively approved a request for a Minor Site Development Plan Review (SDR-34582) for a restaurant with drive-through and a reduction in square footage of an approved shopping center with a waiver to allow a zero-foot perimeter landscape buffer where two feet was approved on 3.53 acres adjacent to the south side of Craig Road, west of U.S. 95.
Related Building Permits/Business Licenses	
05/08/09	A building permit (139191) was issued for rough grading at 7075 West Craig Road. The permit is still active.
05/05/09	Plan Check #34408 was processed for a retail center (building shells and on sites) at 7075 West Craig Road.
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	3.53

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Shopping Center	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation] with a Resolution of Intent to C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments and Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
East	U.S. 95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Shopping Center	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			
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 Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of U.S. 95 for a proposed shopping center. Since the approval of the Rezoning (ZON-19647), the applicant has been issued a building permit (#139191) for rough grading of the site.

Title 19.18.040 allows an extension of time or reinstatement of zoning approval as long as the zoning continues to conform to the use and density classification of the General Plan, and remains consistent with the surrounding area and pattern of development.

FINDINGS

The applicant is requesting an extension of time due to the poor economic conditions in the area. The rezoning conforms to the use and density classification of SC (Service Commercial) and is consistent with the surrounding area and pattern of development; therefore, staff is recommending approval of the Extension of Time with a two-year time limit.

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-35333** APN: 138-03-701-003

Name of Property Owner: CRAIG & 95 LLC

Name of Applicant: PLATINUM REALTY AND DEVELOPMENT

Name of Representative: SOUTHWEST ENGINEERING

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: Alireza Kouzi

Print Name: Alireza Kouzi

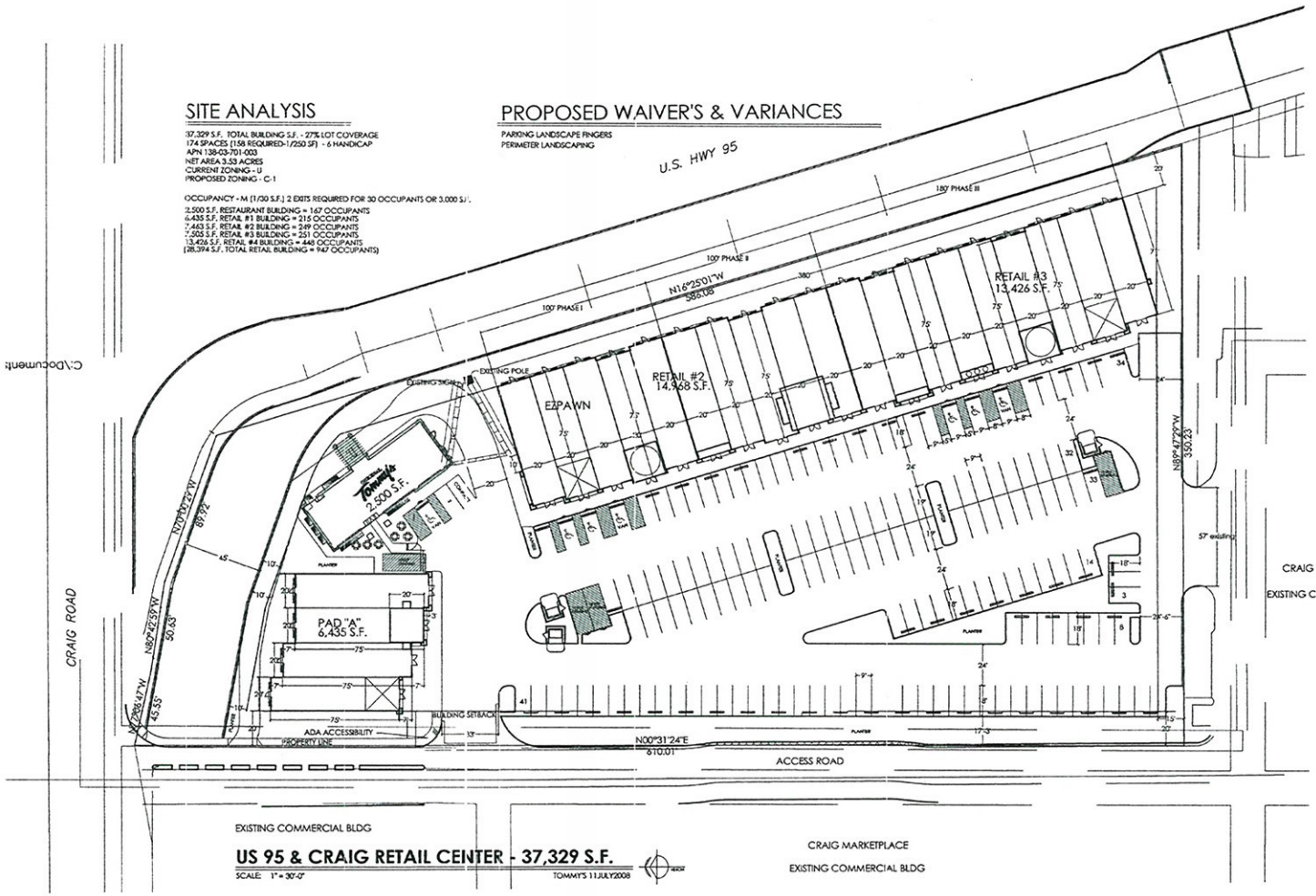
Subscribed and sworn before me

This 16 day of July, 2009

Andrea Toussaint.

Notary Public in and for said County and State

ANDREA TOUSSAINT
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 06-29-2011
Certificate No: 07-3795-1



NOTICE TO CONTRACTOR !

EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
CALL before you Dig
1-800-227-2600
UNDERGROUND SERVICE (USA)

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-227-2929

NO.	DATE	BY	APP'VD	REVISION DESCRIPTION

STAMP DATE:

ENGINEERING
SOUTHWEST
LAND PLANNING • MAPPING • DEVELOPMENT
3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 646-3900
fax: (702) 648-9445

TITLE: SITE PLAN
REVISED 4/09

PROJECT: CRAIG & US 95 COMMERCIAL SITE
PLATINUM REALTY
NEVADA

CITY OF LAS VEGAS

WORK ORDER NO: 80009
DESIGN BY: ER
DRAWN BY: JV
DATE: 04-09-09
SCALE: 1" = 30'
SHEET 1 OF 1 SHEETS
CLV DWG NO.

RECEIVED
JUL 22 2009

EOT-35333
09-02-09 CC

SOUTHWEST ENGINEERING

LAND PLANNING • MAPPING • DEVELOPMENT

July 23, 2009

City of Las Vegas Comprehensive Planning
731 S. Forth Street
Las Vegas, NV 89101

Re: Craig & US 95
ZON-19647

Dear Staff:

On behalf of our client Platinum Realty and Development, please accept this Extension of Time for the property located on the southeast corner of Craig Rd. and US 95 on approximately 3.53 acres. APN: 138-03-701-003.

The extension is being requested to allow for the completion of construction, which has been delayed due to the current economic status.

Thank you for your consideration in this matter, and should you have any questions please do not hesitate to contact me.

Thank you.

SOUTHWEST ENIGNEERING

Mark E. Jones, PE
President

EOT-35333
09-02-09 CC

3610 N. Rancho Drive • Las Vegas, Nevada 89130 • Telephone: (702) 648-9700 • Fax: (702) 648-4143

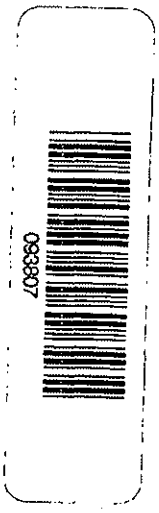
LAS VEGAS CITY COUNCIL

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 3, 2007

Craig 95, LLC
5419 Hollywood Boulevard, Suite C-745
Los Angeles, California 90027

RE: ZON-19647 - REZONING
CITY COUNCIL MEETING OF AUGUST 1, 2007
RELATED TO SDR-19643

Dear Applicant:

The City Council at a regular meeting held August 1, 2007 APPROVED the request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003). The Notice of Final Action was filed with the Las Vegas City Clerk on August 2, 2007. This approval is subject to:

Planning & Development

1 A Resolution of Intent with a two-year time limit is hereby granted.

2. A Site Development Plan Review (SDR-19643) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

3. Dedicate additional rights-of-way necessary for a right turn lane on the southwest corner of Craig Road and U.S. 95 prior to the issuance of any permits, unless specifically noted as not required in an approved Traffic Impact Analysis.

4. 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. 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.

5. 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

EOT-35333
09-02-09 CC

Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

6. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Final Map for 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 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 Final Map, whichever may occur first, if allowed by the City Engineer. We note that this site is within a FEMA "AE" Flood Zone.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Ali Kaveh
Platinum Realty and Development
3824 South Jones Boulevard, Suite F
Las Vegas, Nevada 89103

Ms. Sally Pelham
Southwest Engineering
3610 North Rancho Drive
Las Vegas, Nevada 89130

EOT-35333
09-02-09 CC

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

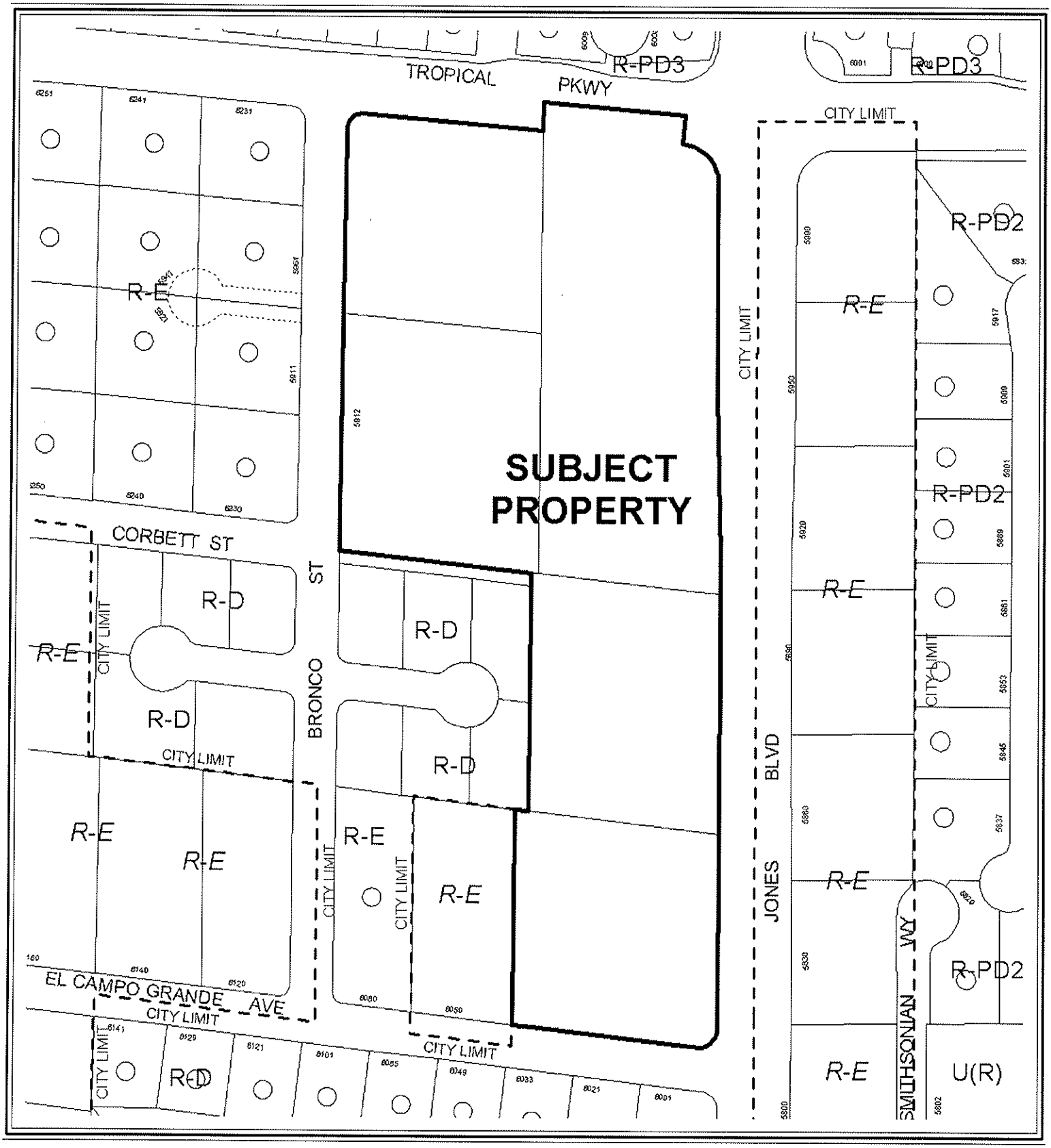
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-35276 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Rezoning (ZON-6928) FROM R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APN: 125-26-704-001, 002, 003 and 125-26-707-002 and 005), 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 Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for ZON-6928



CASE: **EOT-35276**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35276 – EXTENSION OF TIME – REZONING –
APPLICANT/OWNER: WILLIAM LYON HOMES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Rezoning (ZON-6928) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Rezoning (ZON-6928) 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 Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development- 3 Units per Acre) for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The applicant received a previous Extension of Time (EOT-23578) in September 2007 for the Rezoning (ZON-6928). There has not been any new development or changes in land use in the surrounding areas.

The Rezoning to R-PD3 (Residential Planned Development- 3 Units per Acre) aligns with the General Plan designation of R (Rural Density Residential). The applicant is requesting a three (3) year Extension of due to poor housing market and lending conditions in Las Vegas. Staff is recommending approval of this request with a two-year time limit.

It is noted that there are two (2) related Extension of Times (EOT-35274 and EOT-35275) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/01/02	The City Council approved a Petition to Annex (A-0051-01) property generally located on the southeast corner of Bronco Street and Tropical Parkway with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
05/01/02	The City Council approved a Petition to Annex (A-0052-01) property generally located on the northeast corner of Bronco Street and Corbett Lane with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
06/01/05	The City Council approved a Petition to Annex (ANX-6042) approximately 9.633 acres property generally located on the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue with an effective date of 06/10/05. The Planning Commission recommended approval on 03/24/05.

09/07/05	The City Council approved a request for Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6929) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Waiver (WVR-6931) to allow approximately 176 feet between street intersections where 220 feet is the minimum distance separation required on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/22/05	The Planning Commission approved a request for a Tentative Map (TMP-8628) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/07/05	The City Council approved a request for a Petition to Vacate (VAC-8986) a portion of Corbett Street generally located between Jones Boulevard and Bronco Street. The Planning Commission recommended approval on 11/03/05.
07/12/06	The City Council approved a request for a Review of Condition Number 5 (ROC-13865) of a previously approved Rezoning (ZON-6928) to amend condition number 5 to allow construction of rural street improvements where urban half street improvements were required for a proposed residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
08/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-15079) for a 50-lot single-family residential subdivision. The map was not recorded.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16574) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.

09/19/07	The City Council approved a request for an Extension of Time (EOT-23573) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23576) of a previously approved Site Development Plan Review (SDR-6929) for a 50-lot single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23578) of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-23570) for a 49-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/02/08	A Code Enforcement case (72294) was processed for a large sign on a vacant lot at the northwest corner of Jones Boulevard and El Camp Grande Avenue. Code Enforcement closed on the case on 12/04/08.
Related Building Permits/Business Licenses	
07/12/06	A building permit (69103) was issued for the demolition of a single-family residence at 5912 Bronco Street. The permit was finalized on 10/05/06.
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	14.29

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed 50-lot Single-Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units per Acre)
North	Single-Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
South	Undeveloped land- Proposed Single Family Residences	R (Rural Density Residential)	R-D (Single Family Residential- Restricted)
East	Undeveloped Land and Single-Family Residences	RL (Residential Low)- Clark County	R-E (Rural Estates Residential)- Clark County
	Single-Family Residential	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
	Undeveloped Land- Proposed Single-Family Residences	R (Rural Density Residential)	R-D Single Family Residential- Restricted)
	Single-Family Residences	RL- Residential Low)- 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		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

This is the second request for an Extension of Time of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development- 3 Units per Acre) for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Since the original approval of the Rezoning (ZON-6928), the applicant has received approval for a Tentative Map (TMP-23570) that is due to expire October 2009.

Title 19.18.040 allows an extension of time or reinstatement of zoning approval as long as the zoning continues to conform to the use and density classification of the General Plan, and remains consistent with the surrounding are and pattern of development.

FINDINGS

The applicant is requesting a three (3) year extension of time due to current housing market and lending conditions in Las Vegas. The rezoning conforms to the use and density classification of R (Rural Density Residential) and is consistent with the surrounding area and pattern of development; therefore, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Rezoning (ZON-6928) 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-35276** APN: 125-26-704-001,002,003
125-26-707-002,005

Name of Property Owner: William Lyon Homes

Name of Applicant: Taney Engineering

Name of Representative: Robert Cunningham

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: TERRY CONNELLY

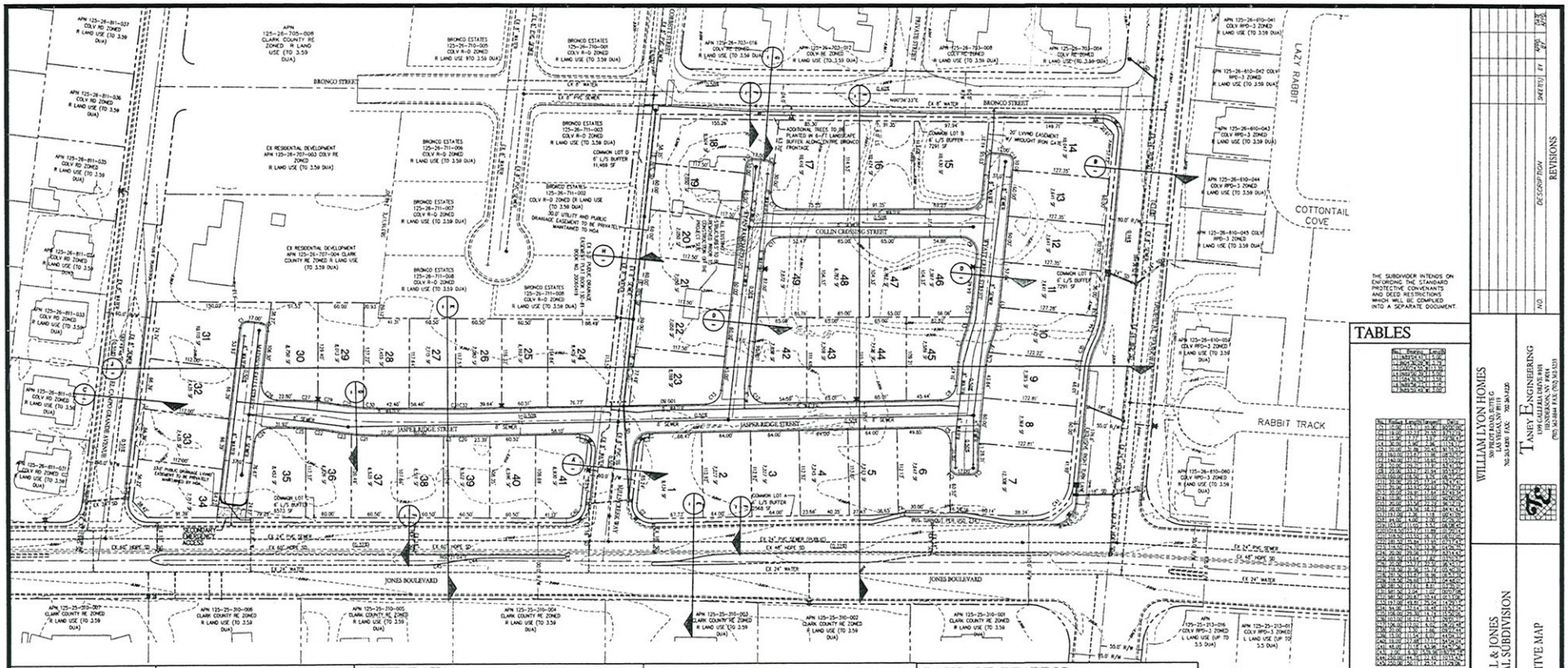
Subscribed and sworn before me

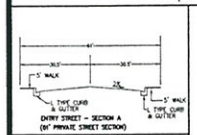
This 16 day of June, 2009

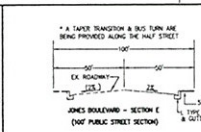
_____
Notary Public in and for said County and State

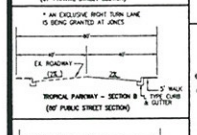
ERICA J. MORALES
Notary Public, State of Nevada
Appointment No. 06-109216-14
My Appt. Expires June 26, 2010

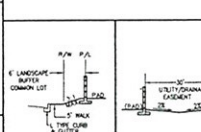
RECEIVED
JUL 21 2009

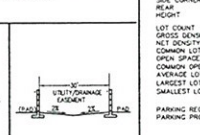


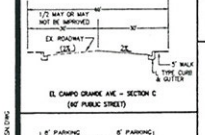


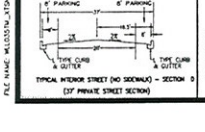


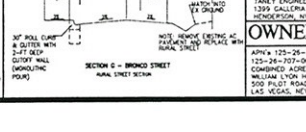












SITE DATA

GROSS SITE AREA	14.29 ACRES
NET SITE AREA	10.90 ACRES (EXCLUDING ALL R.O.W.)
APN's FOR NORTH 10 ACRES	125-26-704-001, 002 & 003
APN's FOR SOUTH 5 ACRES	125-26-707-002 & 005
CURRENT ZONING	R-PD2
PROPOSED ZONING	R-PD3 (ZON-6928)
SETBACKS	
FRONT (SEE DETAIL)	18' GARAGE, 10' TO SIDE LOADED GARAGES & HOUSE ELEMENTS
SIDE	5' TO FOUNDATION (3' MIN TO ROOF EAVE)
SIDE CORNER	10'
REAR	15' MIN.
HEIGHT	35'
LOT COUNT	49 LOTS
GROSS DENSITY	3.43 UNITS PER ACRE
NET DENSITY	NOT APPLICABLE
COMMON LOTS	*EXTERIOR 6' BUFFERS ALONG ALL PUBLIC R/W's ONLY
OPEN SPACE REQUIRED	35,204 SF
COMMON OPEN SPACE PROVIDED	0 SF (VAR-6930)
AVERAGE LOT SIZE	7,963 SF
LARGEST LOT SIZE	12,308 SF
SMALLEST LOT SIZE	6,511 SF
PARKING REQUIRED	2 SPACES PER UNIT (98 TOTAL)
PARKING PROVIDED	98 WITHIN GARAGES PLUS DRIVEWAYS & BOTH SIDES OF STREETS

DEVELOPER/ SUBDIVIDER

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
TEL: 263-8200
FAX: 263-8220

ENGINEER

TANEY ENGINEER COMPANY
1399 GALLERIA DR., SUITE #101
HENDERSON, NV 89014 TEL: 362-8844

OWNERS

APN's 125-26-704-001, 002, 003 & 125-26-707-002 & 005 (15 COMBINED ACRES)
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119

UTILITY COMPANIES

NEVADA POWER COMPANY
6226 W. SAHARA AVE., 367-5555

EMBARQ TELEPHONE COMPANY
330 S. VALLEY VIEW BLVD. 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 596-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

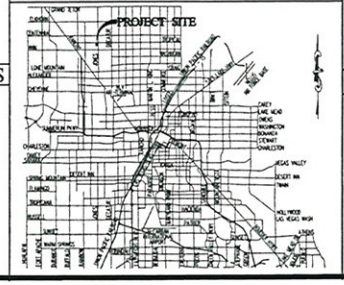
CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

LEGEND

RIGHT-OF-WAY
BOUNDARY LINE
PROPERTY LINE
CURB
STREET CENTERLINE
LOT NUMBER 1

VICINITY MAP



BASIS OF BEARING

NORTH 00°21'04" EAST, BEING THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

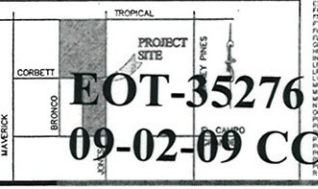
LEGAL DESCRIPTION

PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, MDM, CLARK COUNTY, NEVADA

NOTES

1. NO INTERIOR SIDEWALKS ARE PROPOSED. SETBACKS ARE FROM BACK OF INTERIOR CURB. A WAIVER OF OPEN SPACE HAS BEEN APPROVED PER VAR-6930. A VACATION OF CORBETT HAS BEEN APPROVED AND RECORDED PER VAC-89/81.
2. ALL EXISTING STRUCTURES SHALL BE REMOVED PRIOR TO CONSTRUCTION
3. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.

KEY MAP



EOT-35276
09-02-09 CC

SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	RT	RIGHT
BC	BACK OF CURB	R/W	RIGHT-OF-WAY
BOR	BACK OF CURB RADIUS	SS	SANITARY SEWER
BVC	BEGINNING OF VERTICAL CURVE	SW	SIDEWALK
BM	BENCH MARK	STA	STATION
CATV	CABLE TELEVISION	SD	STORM DRAIN
CL	CENTERLINE	STD	STANDARD
CBC	CITY OF BOULDER CITY	TC	TOP OF CURB
CC	CLARK COUNTY	TW	TOP OF WALL
CO	CLEAN OUT	TYP	TYPICAL
CY	CUBIC YARD	VERT	VERTICAL
DI	DROP INLET	VC	VERTICAL CURVE
DG	DESIGN GRADE	VG	VALLEY GUTTER
EOP	EDGE OF PAVEMENT	VCP	VITRIFIED CLAY PIPE
EVC	END OF VERTICAL CURVE	W	WATER
EX	EXISTING	WM	WATER METER
FG	FINISH GRADE		
FF	FINISH FLOOR ELEVATION		
FT	FEET		
FH	FIRE HYDRANT		
FL	FLOW LINE		
GB	GRADE BREAK		
HP	HIGH POINT		
INV	INVERT		
LFF	LOWER FINISH FLOOR ELEVATION		
LF	LINEAR FEET		
LVWD	LAS VEGAS VALLEY WATER DISTRICT		
MH	MANHOLE		
MAX	MAXIMUM		
MIN	MINIMUM		
NTS	NOT TO SCALE		
OC	ON CENTER		
PI	POINT OF INTERSECTION		
PRC	POINT OF REVERSE CURVE		
POC	POINT OF CURVE		
POT	POINT OF TANGENCY		
PCC	POINT OF COMPOUND CURVE		
PP	POWER POLE		
PL	PROPERTY LINE		
PSB	PULL BOX		
R	RADIUS		

Call Two Working Days Before You Dig
Dig Safely. Dig Safely.
1-800-227-2600

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
702.263.8200 FAX: 702.263.8220

TANEY ENGINEERING
1399 GALLERIA DRIVE, #101
HENDERSON, NEVADA 89014
(702) 362-8844 FAX: (702) 362-5335

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15729
STATE OF NEVADA
ENGINEER'S SEAL

DATE: 07.31.07
SCALE: 1"=60'
JOB NO: WLL-05-035
DESIGNED BY: MC
CHECKED BY: RLL
SHEET NAME: TM1
SHEET: 1 OF 2

REVISIONS

NO.	DESCRIPTION	SHEET(S)	BY	APP'D	DATE

FILE NAME: WLL05TM_ATP.DWG

TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NEVADA 89118
TELEPHONE: **(702) 362-8844**
FAX: **(702) 362-5233**

July 22, 2009

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for an Extension of Time of the Site Development Review, Zone Change, and Variance for Tropical & Jones
ZON-6928, VAR-6930, SDR-6929

To Whom It May Concern:

On behalf of our client, William Lyon Homes, we are requesting the following extension of time for 3 years, for a Zone Change (Zon-6928) from U, and RE zoning to R-PD3 zoning, a Variance (Var-6930) to allow zero square feet of open space, and an Site Development Review (SDR-6929) for a 50 lot single family residential development on 14.298 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Due to the current housing market conditions and lending conditions, the project has been delayed but it is anticipated will begin within the next 3 years or less. Approval of the above mentioned extension of times will not create any public safety or health issues and will aid in the build-out of the area.

If you have any questions or need additional information please do not hesitate to contact this office.

Sincerely,

Shaelyn Sandoval
Taney Engineering

EOT-35276
09-02-09 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

October 3, 2005

Mr. Chad Dymon
Leech West, LLC
777 North Rainbow Boulevard, Suite #250
Las Vegas, Nevada 89107

RE: ZON-6928 - REZONING
CITY COUNCIL MEETING OF SEPTEMBER 7, 2005
RELATED TO VAR-6930, WVR-6931 AND SDR-6929

Dear Mr. Dymon:

The City Council at a regular meeting held September 7, 2005 APPROVED the request for a Rezoning FROM: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2005. This approval is subject to:

Planning and Development

1. Submit an application to Vacate Corbett Street between Jones Boulevard and Bronco Street. If the Vacation application is approved by City Council, constuction of Corbett Street improvements will not be required.

2. A Resolution of Intent with a two-year time limit.

3. Waiver WVR-6931, Variance VAR-6930 and Site Development Plan Review SDR-6929 for a 50 lot single family subdivision approved by the Planning Commission and City Council prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Dedicate 40 feet of right-of-way adjacent to this site for Tropical Parkway, where such does not exist, and 30 feet for Corbett Street, where such does not exist, prior to the issuance of any permits. Also, show appropriate public street dedications in accordance with Standard Drawings #234.1, #234.2 and #234.3 for bus turnouts. The dedication of right of way for right turn lanes and dual left turn lanes will be required at the time of recordation of the final map for this site, if such dedications are required by the Traffic Engineer.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

EOT-35276
09-02-09 CC

5. Construct half-street improvements including appropriate overpaving, if legally able, on Tropical Parkway, Bronco Street, El Campo Grande and Corbett Street adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. The installation of sidewalk and streetlights on both Bronco Street & Corbett may be deferred if allowed by City Council. If deferral of improvements is allowed, a covenant for the deferred improvements must be provided prior to the issuance of any permits or recordation of a map further subdividing this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

6. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Laura Howard
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, Nevada 89119

Mr. Bob Gronauer
Kummer Kaempfer Bonner Renshaw
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

EOT-35276
09-02-09 CC

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

EOT-35275 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Variance (VAR-6930) to ALLOW ZERO FEET OF OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL

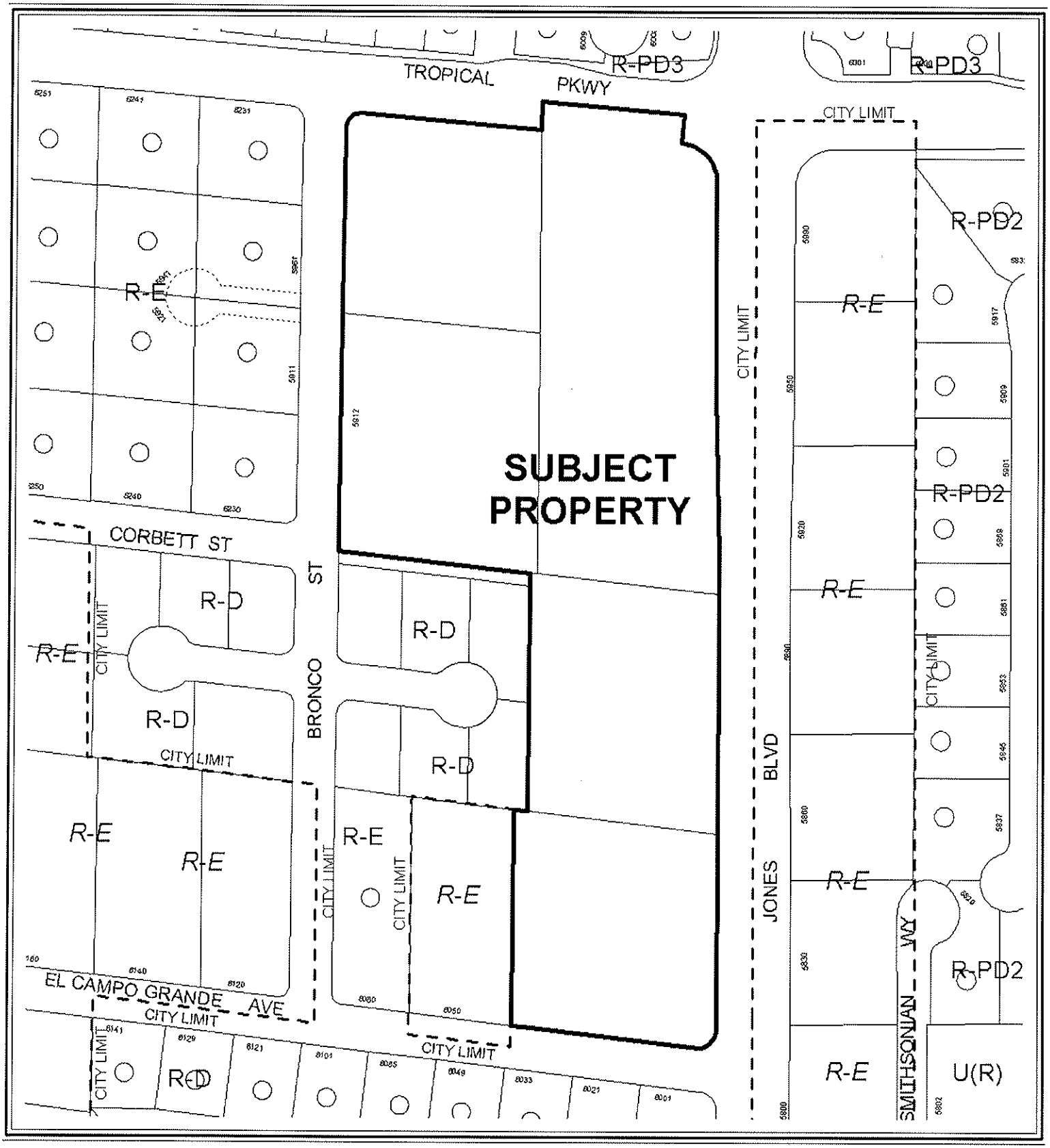
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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 VAR-6930



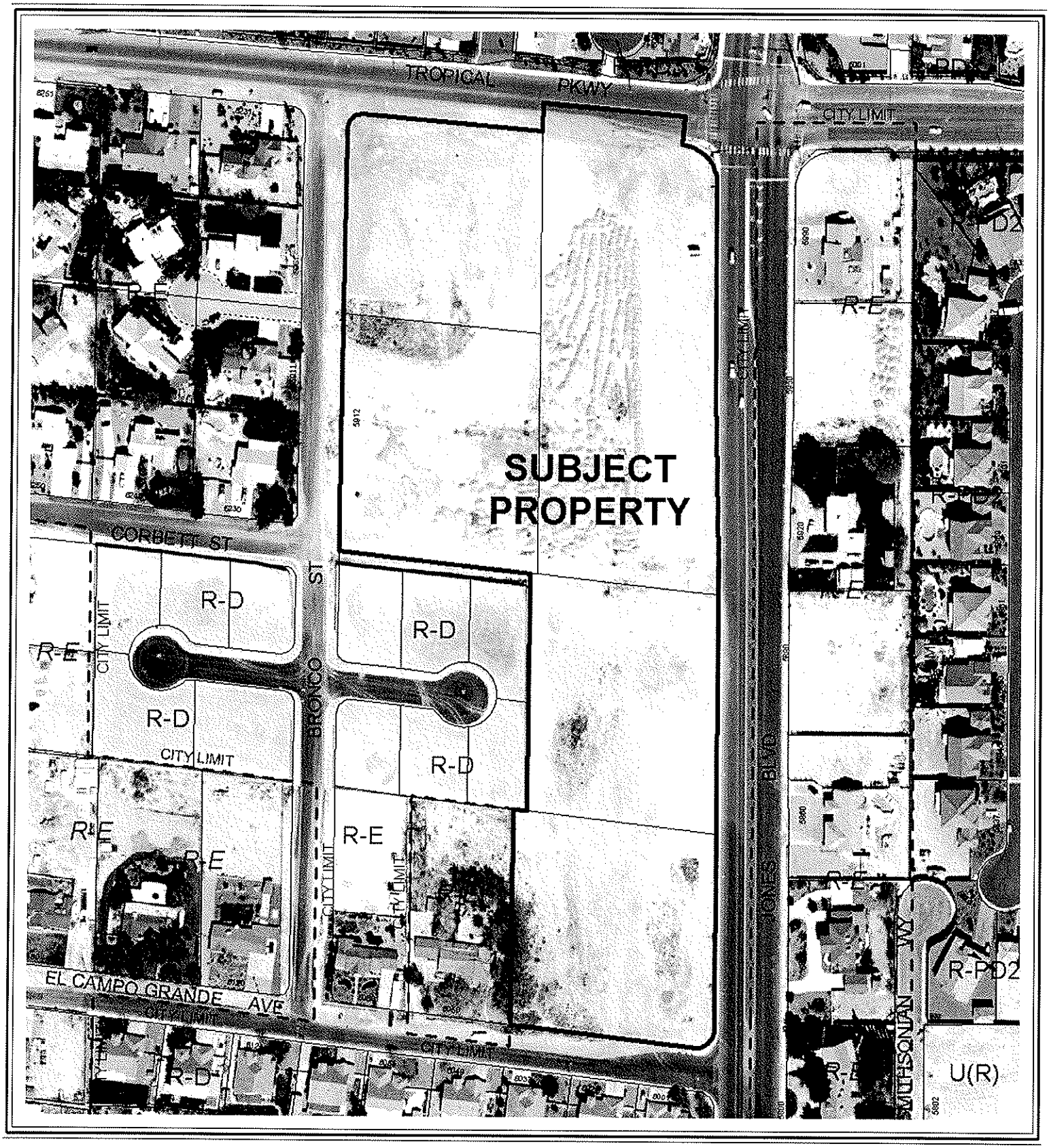
CASE: **EOT-35275**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)

N



CASE: **EOT-35275**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35275 – EXTENSION OF TIME – VARIANCE –
APPLICANT/ OWNER: WILLIAM LYON HOMES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Variance (VAR-6930) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Variance (VAR-6930) 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 Variance (VAR-6930) to allow zero square feet of open space where 32,369 square feet is required for a proposed single-family residential development adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Since the original approval of Variance (VAR-6930), the applicant has received two separate Extension of Times (EOT-16574 and EOT-23573), along with submitting a Tentative Map (TMP-23570) for the proposed development. There have not been any significant changes in land use or new development in the surrounding areas. The applicant is requesting a three-year extension of time due to the current housing market and lending conditions in Las Vegas. Staff recommends approval of the Extension of Time with a two-year time limit.

It is noted that there are two (2) related Extension of Times (EOT-35274 and EOT-35276) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/01/02	The City Council approved a Petition to Annex (A-0051-01) property generally located on the southeast corner of Bronco Street and Tropical Parkway with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
05/01/02	The City Council approved a Petition to Annex (A-0052-01) property generally located on the northeast corner of Bronco Street and Corbett Lane with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
06/01/05	The City Council approved a Petition to Annex (ANX-6042) approximately 9.633 acres property generally located on the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue with an effective date of 06/10/05. The Planning Commission recommended approval on 03/24/05.
09/07/05	The City Council approved a request for Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.

09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6929) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Waiver (WVR-6931) to allow approximately 176 feet between street intersections where 220 feet is the minimum distance separation required on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/22/05	The Planning Commission approved a request for a Tentative Map (TMP-8628) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/07/05	The City Council approved a request for a Petition to Vacate (VAC-8986) a portion of Corbett Street generally located between Jones Boulevard and Bronco Street. The Planning Commission recommended approval on 11/03/05.
07/12/06	The City Council approved a request for a Review of Condition Number 5 (ROC-13865) of a previously approved Rezoning (ZON-6928) to amend condition number 5 to allow construction of rural street improvements where urban half street improvements were required for a proposed residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
08/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-15079) for a 50-lot single-family residential subdivision. The map was not recorded.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16574) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23573) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.

09/19/07	The City Council approved a request for an Extension of Time (EOT-23576) of a previously approved Site Development Plan Review (SDR-6929) for a 50-lot single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23578) of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-23570) for a 49-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/02/08	A Code Enforcement case (72294) was processed for a large sign on a vacant lot at the northwest corner of Jones Boulevard and El Camp Grande Avenue. Code Enforcement closed on the case on 12/04/08.
Related Building Permits/Business Licenses	
07/12/06	A building permit (69103) was issued for the demolition of a single-family residence at 5912 Bronco Street. The permit was finalized on 10/05/06.
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	14.29

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed 50-lot Single-Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units per Acre)
North	Single-Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
South	Undeveloped land- Proposed Single Family Residences	R (Rural Density Residential)	R-D (Single Family Residential- Restricted)
East	Undeveloped Land and Single-Family Residences	RL (Residential Low)- Clark County	R-E (Rural Estates Residential)- Clark County
	Single-Family Residential	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
	Undeveloped Land- Proposed Single-Family Residences	R (Rural Density Residential)	R-D Single Family Residential- Restricted)
	Single-Family Residences	RL- Residential Low)- 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		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

This is the third request for an Extension of Time of a previously approved Variance (VAR-6930) to allow zero square feet of open space where 32,369 square feet is required for a proposed single-family residential development. The applicant has not yet been issued building permits for the project, but has an approved Tentative Map (TMP-23570) for the proposed development that expires October 2009. There have not been any significant changes in land use or new development in the surrounding areas since the original approval of Variance.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Variance (VAR-6930) has not met the requirements outlined in Title 19.18.070, since neither permits or a business license have been issued for the proposed project. The applicant is requesting an additional three-year extension of time due to the current housing market and lending conditions in Las Vegas. Staff is recommending approval of the Extension of Time with a two-year time limit. Conformance to the conditions of approval of Variance (VAR-6930) 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-35275** APN: 125-26-704-001,002,003
125-26-707-002,005

Name of Property Owner: William Lyon Homes

Name of Applicant: Taney Engineering

Name of Representative: Robert Cunningham

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: TERRY CONNELLY

Subscribed and sworn before me

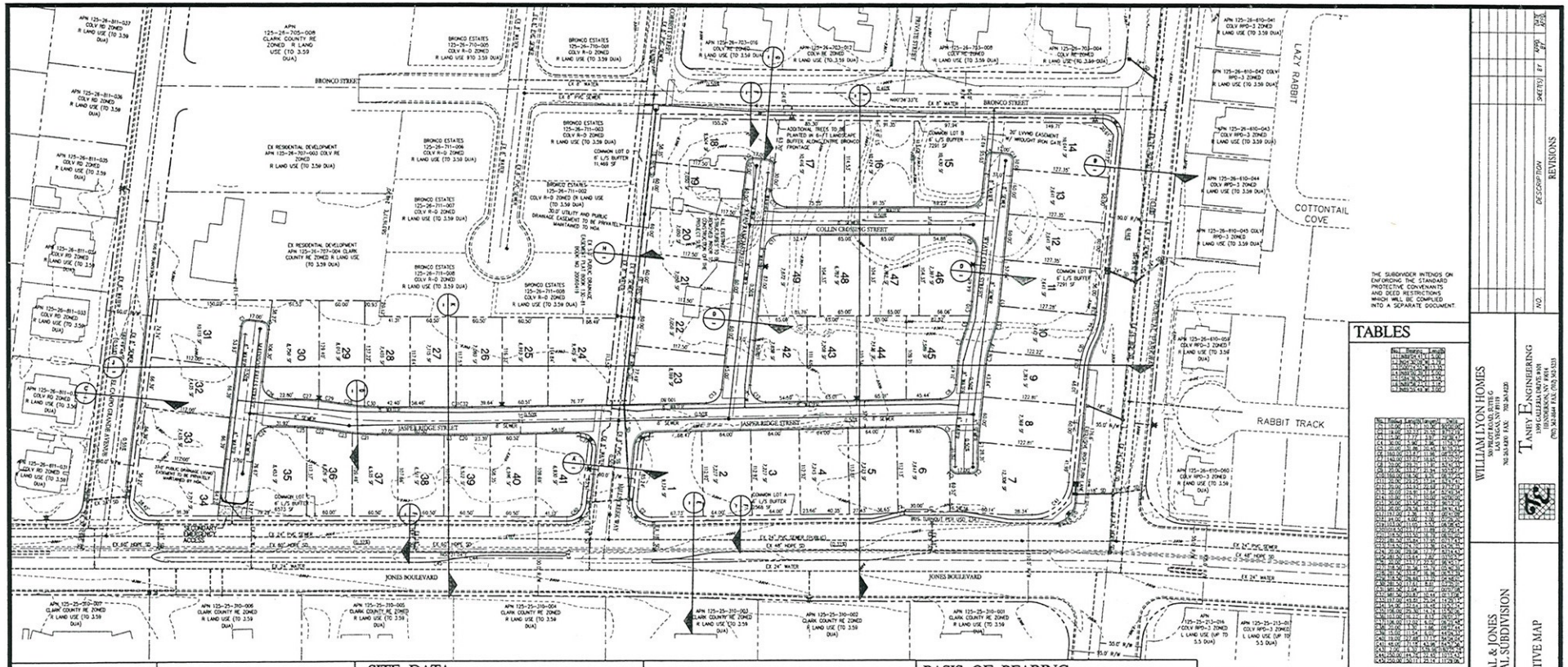
This 16 day of June, 2009

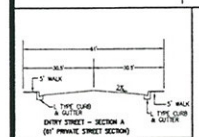
_____
Notary Public in and for said County and State

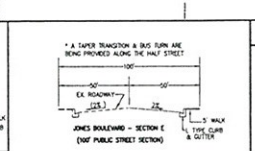
ERICA J. MORALES
Notary Public, State of Nevada
Appointment No. 06-109216-14
My Appt. Expires June 26, 2010

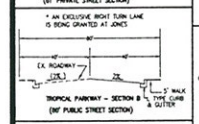
RECEIVED

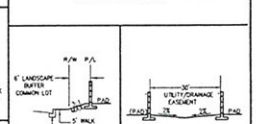
JUL 2 7 2009

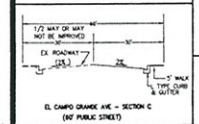


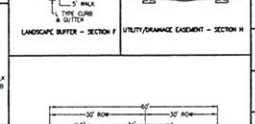


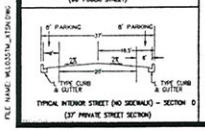












SITE DATA

GROSS SITE AREA	14.29 ACRES
NET SITE AREA	10.90 ACRES (EXCLUDING ALL R.O.W.)
APN's FOR NORTH 10 ACRES	125-26-704-001, 002 & 003
APN's FOR SOUTH 5 ACRES	125-26-707-002 & 005
CURRENT ZONING	R-PD2
PROPOSED ZONING	R-PD3 (ZON-6928)
SETBACKS	
FRONT (SEE DETAIL)	18' GARAGE, 15' TO 90E LOADED GARAGES & HOUSE ELEMENTS
SIDE	5' TO FOUNDATION (3' MIN TO ROOF EAVE)
SIDE CORNER	10'
REAR	15' MIN.
HEIGHT	35'
LOT COUNT	49 LOTS
GROSS DENSITY	3.43 UNITS PER ACRE
NET DENSITY	NOT APPLICABLE
COMMON LOTS	*EXTERIOR 6' BUFFERS ALONG ALL PUBLIC R/W's ONLY
OPEN SPACE REQUIRED	33,204 SF
COMMON OPEN SPACE PROVIDED	0 SF (VAR-6930)
AVERAGE LOT SIZE	7,993 SF
LARGEST LOT SIZE	12,308 SF
SMALLEST LOT SIZE	6,511 SF
PARKING REQUIRED	2 SPACES PER UNIT (98 TOTAL)
PARKING PROVIDED	98 WITHIN GARAGES PLUS DRIVEWAYS & BOTH SIDES OF STREETS

DEVELOPER/ SUBDIVIDER

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
TEL: 263-8200
FAX: 263-8220

ENGINEER

TANEY ENGINEER COMPANY
1399 GALLERIA DR, SUITE #101
HENDERSON, NV 89014 TEL: 362-8844

OWNERS

APN's 125-26-704-001, 002, 003 & 125-26-707-002 & 005 (15 COMBINED ACRES)
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119

UTILITY COMPANIES

NEVADA POWER COMPANY
6226 W. SAHARA AVE. 367-5555

EMBARQ TELEPHONE COMPANY
330 S. VALLEY VIEW BLVD. 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 598-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

LEGEND

RIGHT-OF-WAY
BOUNDARY LINE
PROPERTY LINE
CURB
STREET CENTERLINE
LOT NUMBER 1

VICINITY MAP



BASIS OF BEARING

NORTH 00°21'04" EAST, BEING THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

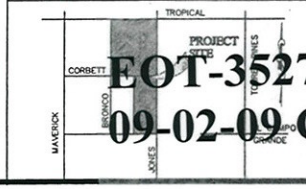
LEGAL DESCRIPTION

PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, MDM, CLARK COUNTY, NEVADA

NOTES

1. NO INTERIOR SIDEWALKS ARE PROPOSED. SETBACKS ARE FROM BACK OF INTERIOR CURB. A WAIVER OF OPEN SPACE HAS BEEN APPROVED PER VAR-6930. A VACATION OF CORBETT HAS BEEN APPROVED AND RECORDED PER VAC-8986.
2. ALL EXISTING STRUCTURES SHALL BE REMOVED PRIOR TO CONSTRUCTION
3. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.

KEY MAP



SCALE

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	RT	RIGHT
BOC	BACK OF CURB	R/W	RIGHT-OF-WAY
BOCR	BACK OF CURB RADIUS	SS	SANITARY SEWER
BVC	BEGINNING OF VERTICAL CURVE	SW	SIDEWALK
BM	BENCH MARK	STA	STATION
CTV	CABLE TELEVISION	SD	STORM DRAIN
CL	CENTERLINE	STD	STANDARD
CBC	CITY OF BOULDER CITY	ST	STREETLIGHT
CC	CLARK COUNTY	TC	TOP OF CURB
CO	CLEAN OUT	TYP	TYPICAL
CY	CUBIC YARD	VERT	VERTICAL
DIP	DROP INLET	VC	VERTICAL CURVE
DG	DESIGN GRADE	VG	VALLEY GUTTER
EOP	EDGE OF PAVEMENT	VCP	VITRIFIED CLAY PIPE
EC	END OF CURVE	W	WATER
EVC	END OF VERTICAL CURVE	WM	WATER METER
(EXISTING)			
FFG	FINISH GRADE		
FFE	FINISH FLOOR ELEVATION		
FEET			
FH	FIRE HYDRANT		
FL	FLOW LINE		
GB	GRADE BREAK		
HP	HIGH POINT		
INV	INVERT		
LFFE	LOWER FINISH FLOOR ELEVATION		
LIN	LINEAR FEET		
LVVWD	LAS VEGAS VALLEY WATER DISTRICT		
MH	MANHOLE		
MAX	MAXIMUM		
MIN	MINIMUM		
NTS	NOT TO SCALE		
OC	ON CENTER		
POC	POINT OF INTERSECTION		
POC	POINT OF REVERSE CURVE		
POS	POINT OF SWALE		
PVC	POINT OF TANGENCY		
PCC	POINT OF COMPOUND CURVE		
PP	POWER POLE		
PL	PROPERTY LINE		
PB	PULL BOX		
R	RADIUS		

RECEIVED
JUL 2 2009

EOT-35275
09-02-09 CC

Call Two Working Days Before You Dig
Dig | Safely. Dig | Safely
1-800-227-2600

NO.	DESCRIPTION	SHEET(S)	BY	APP'D	DATE
	REVISIONS				

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
702.263.8200 FAX: 702.263.8220

TANEY ENGINEERING
1399 GALLERIA DRIVE #101
HENDERSON, NV 89014
(702) 362-8844 FAX: (702) 362-8220

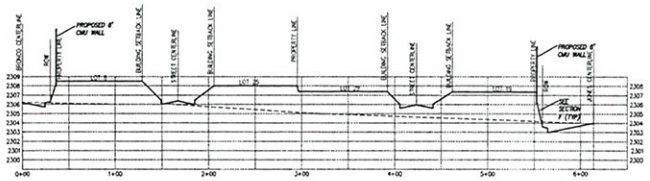
TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15726
STATE OF NEVADA
PROFESSIONAL ENGINEER
ENGINEER'S SEAL

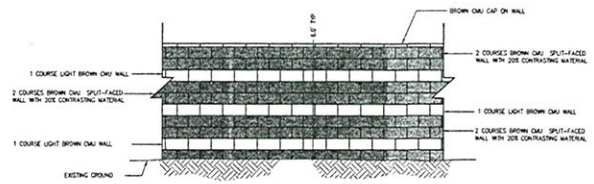
DATE:	07.31.07
SCALE:	1"=60'
JOB NO.	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	RLL
SHEET NAME:	TM1
SHEET:	1 OF 2

FILE NAME: WLL05035A_XTEN.DWG



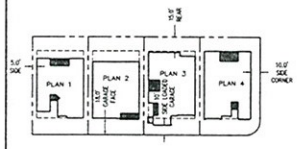
SECTION I

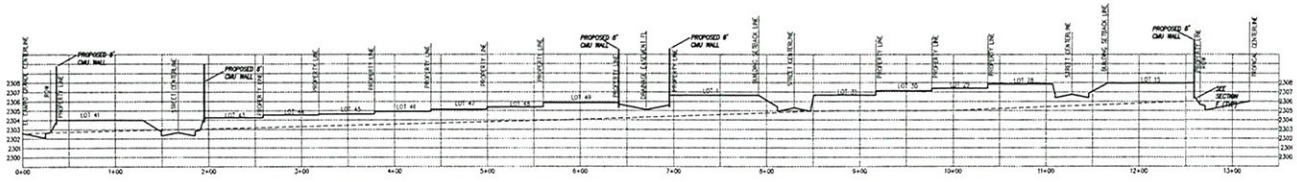
SCALE: 1"=50' HORIZ., 1"=5' VERT.



PERIMETER DECORATIVE BLOCK WALL SECTION

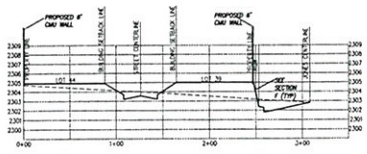
TYPICAL LOT SETBACKS





SECTION J

SCALE: 1"=50' HORIZ., 1"=5' VERT.



SECTION K

SCALE: 1"=50' HORIZ., 1"=5' VERT.

EOT-35275
09-02-09 CC

RECEIVED
JUL 21 2009

NO.	DESCRIPTION	SHEET(S)	BY	DATE

REVISIONS

WILLIAM LYON HOMES
300 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
702.341.1000 FAX: 702.341.1029

TANEY ENGINEERING
1395 GALLERIA PARK DRIVE #101
HENDERSON, NV 89014
(702) 362-8844 FAX: (702) 362-8335

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15725
STATE OF NEVADA

ENGINEER'S SEAL

DATE:	07.31.07
SCALE:	1"=60'
JOB NO:	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	RLL
SHEET NAME:	TM2
SHEET:	2 OF 2

FILE NAME: WLL035TM_XTSN.DWG

08/24/2007 13:19:03

TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NEVADA 89118
TELEPHONE: (702) 362-8844
FAX: (702) 362-5233

July 22, 2009

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for an Extension of Time of the Site Development Review, Zone Change, and Variance for Tropical & Jones
ZON-6928, VAR-6930, SDR-6929

To Whom It May Concern:

On behalf of our client, William Lyon Homes, we are requesting the following extension of time for 3 years, for a Zone Change (Zon-6928) from U, and RE zoning to R-PD3 zoning, a Variance (Var-6930) to allow zero square feet of open space, and an Site Development Review (SDR-6929) for a 50 lot single family residential development on 14.298 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Due to the current housing market conditions and lending conditions, the project has been delayed but it is anticipated will begin within the next 3 years or less. Approval of the above mentioned extension of times will not create any public safety or health issues and will aid in the build-out of the area.

If you have any questions or need additional information please do not hesitate to contact this office.

Sincerely,

Shaelyn Sandoval
Taney Engineering

EOT-35275
09-02-09 CC

055898

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

October 3, 2005

Mr. Chad Dymon
Leech West, LLC
777 North Rainbow Boulevard, Suite #250
Las Vegas, Nevada 89107

RE: VAR-6930 - VARIANCE
CITY COUNCIL MEETING OF SEPTEMBER 7, 2005
RELATED TO ZON-6928, WVR-6931 AND SDR-6929

Dear Mr. Dymon:

The City Council at a regular meeting held September 7, 2005 APPROVED the request for a Variance TO ALLOW ZERO OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2005. This approval is subject to:

Planning and Development

1. Conformance to the Conditions of Approval Waiver WVR-6931, Rezoning ZON-6928, and Site Development Plan Review SDR-6929.

2. This Variance shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

3. In lieu of compliance with the open space requirements of Municipal Code 19.06.040, the developer will be allowed to make a contribution To Whom It May Concern: the City of Las Vegas CIP Fund in the amount of Square Feet of Open Space waived x $4.00 to be utilized by the City Council for improvements to existing public parks nearby. This contribution must be

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

EOT-35275
09-02-09 CC

made to Land Development prior to approval of a Final Map, otherwise the developer is still required to comply with the Open Space requirement in accordance with Title 19 of the Las Vegas Municipal Code.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Laura Howard
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, Nevada 89119

Mr. Bob Gronauer
Kummer Kaempfer Bonner Renshaw
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

EOT-35275
09-02-09 CC

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

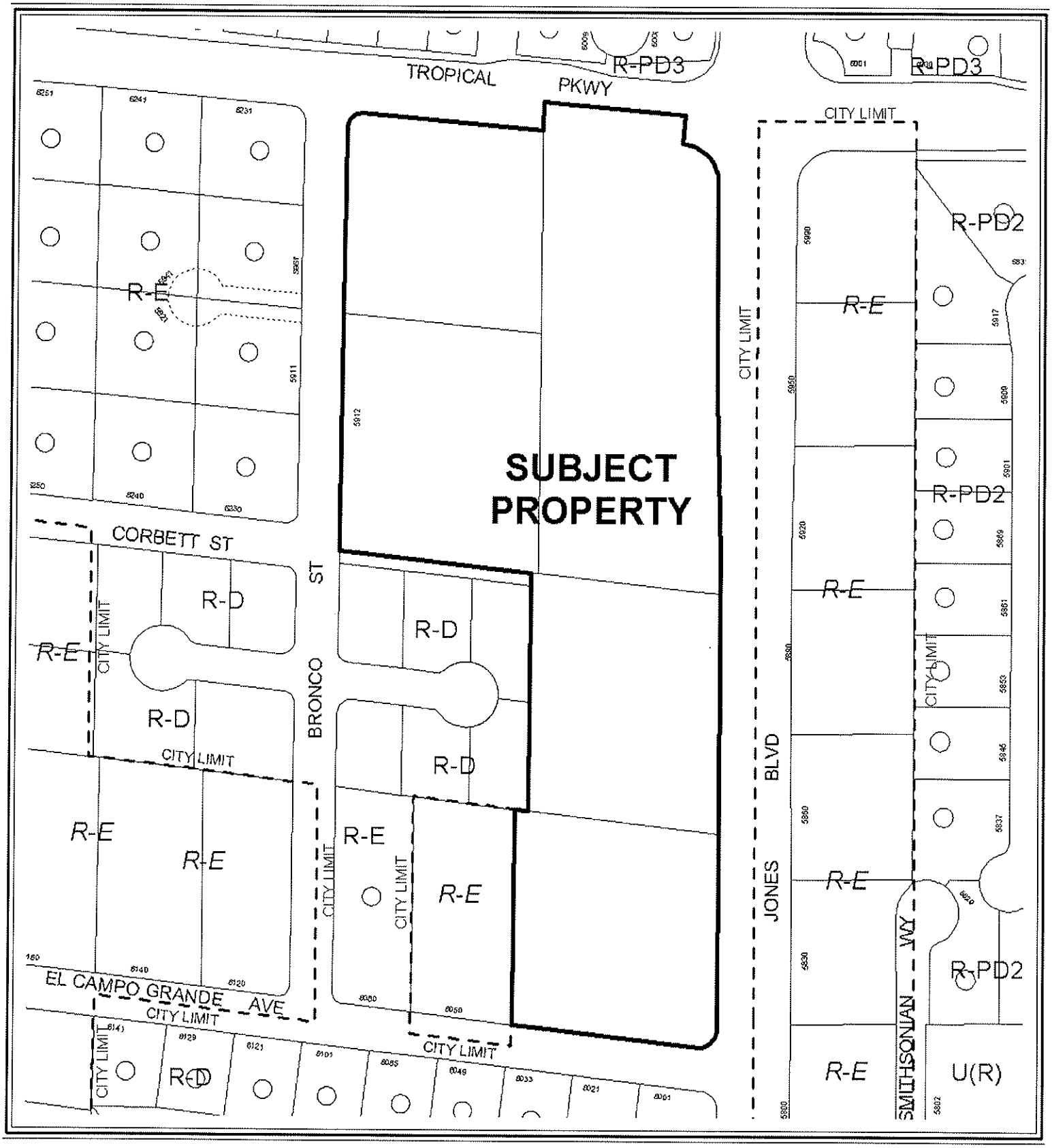
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-35274 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WILLIAM LYON HOMES INC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) FOR A 50-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003 and 125-26-707-002, and 005), 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-6929



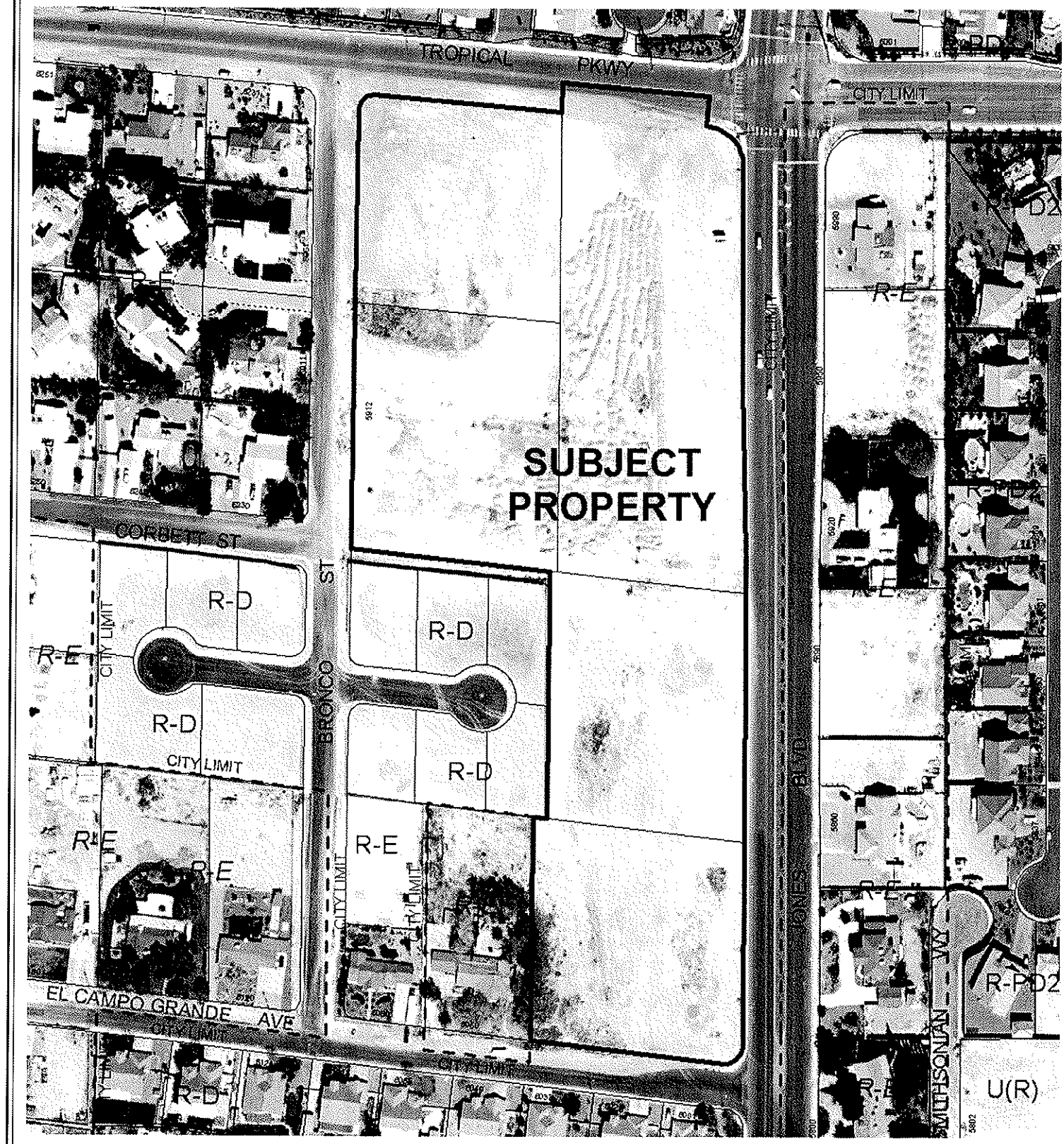
CASE: **EOT-35274**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)

N



CASE: **EOT-35274**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35274 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT/ OWNER: WILLIAM LYON HOMES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-6929) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-6929) 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-6929) for a 49-lot single-family residential subdivision. Since the original approval of the Site Development Plan Review, the applicant has received a two-year Extension of Time (EOT-23576), and submitted a Tentative Map (TMP-23570) for the proposed development. There have not been any significant changes in land use or new development in the surrounding areas. The applicant is requesting a three-year extension of time due to the current housing market and lending conditions in Las Vegas. Staff recommends approval of the Extension of Time with a two-year time limit.

It is noted that there are two (2) related Extension of Times (EOT-35275 and EOT-35276) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/01/02	The City Council approved a Petition to Annex (A-0051-01) property generally located on the southeast corner of Bronco Street and Tropical Parkway with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
05/01/02	The City Council approved a Petition to Annex (A-0052-01) property generally located on the northeast corner of Bronco Street and Corbett Lane with an effective date of 05/10/02. The Planning Commission recommended approval on 08/09/01.
06/01/05	The City Council approved a Petition to Annex (ANX-6042) approximately 9.633 acres property generally located on the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue with an effective date of 06/10/05. The Planning Commission recommended approval on 03/24/05.
09/07/05	The City Council approved a request for Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.

09/07/05	The City Council approved a request for a Site Development Plan Review (SDR-6929) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/07/05	The City Council approved a request for a Waiver (WVR-6931) to allow approximately 176 feet between street intersections where 220 feet is the minimum distance separation required on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval on 07/14/05.
09/22/05	The Planning Commission approved a request for a Tentative Map (TMP-8628) for a 50-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/07/05	The City Council approved a request for a Petition to Vacate (VAC-8986) a portion of Corbett Street generally located between Jones Boulevard and Bronco Street. The Planning Commission recommended approval on 11/03/05.
07/12/06	The City Council approved a request for a Review of Condition Number 5 (ROC-13865) of a previously approved Rezoning (ZON-6928) to amend condition number 5 to allow construction of rural street improvements where urban half street improvements were required for a proposed residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
08/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-15079) for a 50-lot single-family residential subdivision. The map was not recorded.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16574) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23573) of a previously approved Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.

09/19/07	The City Council approved a request for an Extension of Time (EOT-23576) of a previously approved Site Development Plan Review (SDR-6929) for a 50-lot single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23578) of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development – 3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-23570) for a 49-lot single-family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue.
12/02/08	A Code Enforcement case (72294) was processed for a large sign on a vacant lot at the northwest corner of Jones Boulevard and El Camp Grande Avenue. Code Enforcement closed on the case on 12/04/08.
Related Building Permits/Business Licenses	
07/12/06	A building permit (69103) was issued for the demolition of a single-family residence at 5912 Bronco Street. The permit was finalized on 10/05/06.
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	14.29

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed 49-lot Single-Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units per Acre)
North	Single-Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
South	Undeveloped land- Proposed Single Family Residences	R (Rural Density Residential)	R-D (Single Family Residential- Restricted)
East	Undeveloped Land and Single-Family Residences	RL (Residential Low)- Clark County	R-E (Rural Estates Residential)- Clark County
	Single-Family Residential	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
	Undeveloped Land- Proposed Single-Family Residences	R (Rural Density Residential)	R-D Single Family Residential- Restricted)
	Single-Family Residences	RL- Residential Low)- 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		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

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) for a proposed 49-lot single-family residential development on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The applicant has not yet been issued building permits for the project, but has an approved Tentative Map (TMP-23570) for the proposed development that expires October 2009. There have not been any significant changes in land use or new development in the surrounding areas since the original approval of the Site Development Plan Review.

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

Construction of the proposed development has not yet begun; therefore, the applicant has not met Title 19.18.050 requirements to exercise the entitlement of the Site Development Plan Review (SDR-6929). The applicant is requesting a three (3) year extension of time due to current housing market and lending conditions in Las Vegas. Staff recommends approval of the Extension of Time with a two-year time limit. Conformance to the conditions of approval of Site Development Plan Review (SDR-6929) 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-35274** APN: 125-26-704-001,002,003
125-26-707-002,005

Name of Property Owner: William Lyon Homes

Name of Applicant: Taney Engineering

Name of Representative: Robert Cunningham

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: TERRY CONNELLY

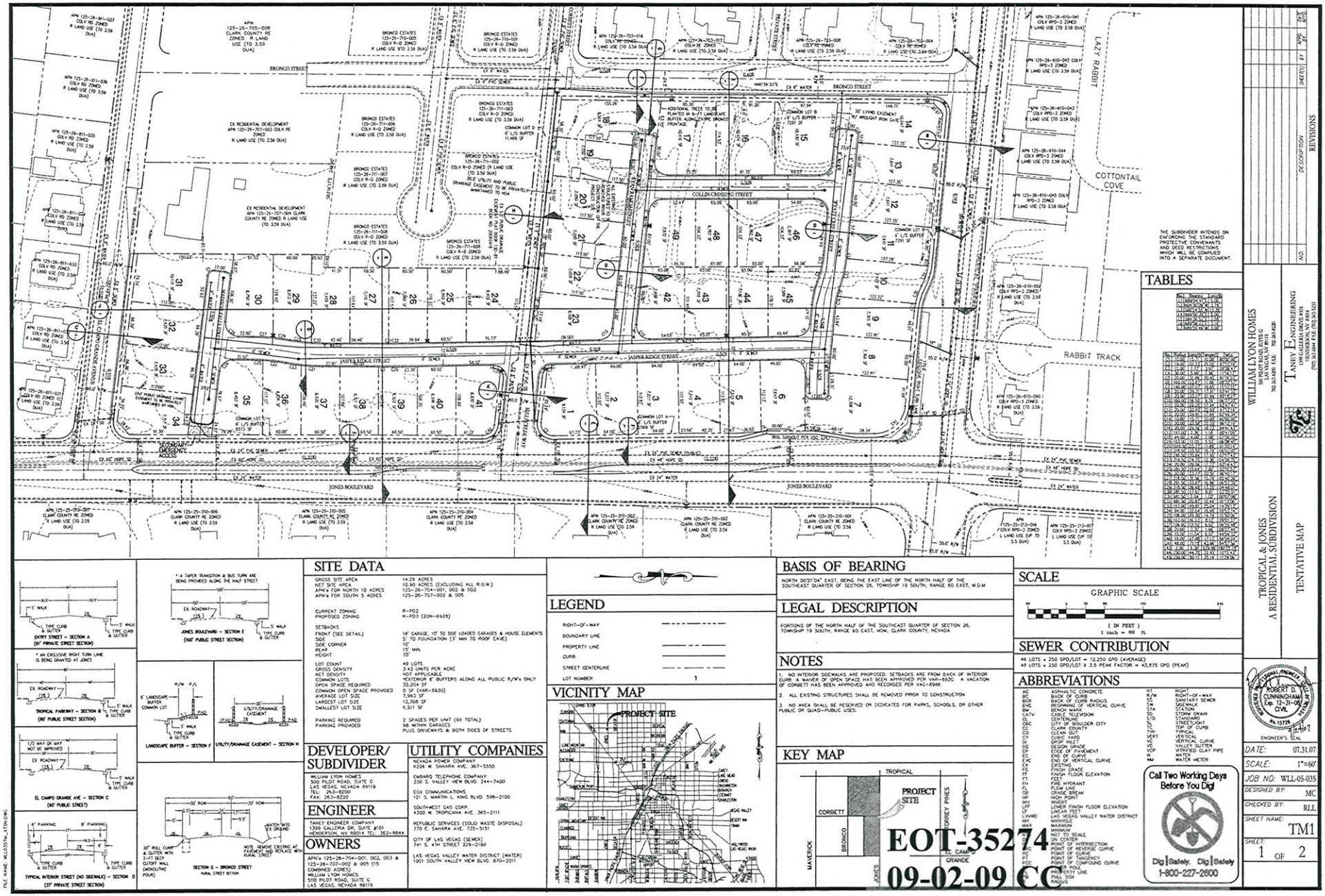
Subscribed and sworn before me

This 16 day of June, 2009

_____
Notary Public in and for said County and State

ERICA J. MORALES
Notary Public, State of Nevada
Appointment No. 06-109216-14
My Appt. Expires June 26, 2010

RECEIVED
JUL 21 2009



TABLES

SITE DATA

GROSS SITE AREA	14.29 ACRES
NET SITE AREA	10.90 ACRES (EXCLUDING ALL R.O.W.)
APN's FOR NORTH 10 ACRES	125-26-704-001, 002 & 003
APN's FOR SOUTH 5 ACRES	125-26-707-002 & 005
CURRENT ZONING	R-PD2
PROPOSED ZONING	R-PD3 (ZON-6928)
SETBACKS	
FRONT (SEE DETAIL)	18' GARAGE, 10' TO SIDE LOADED GARAGES & HOUSE ELEMENTS
SIDE	5' TO FOUNDATION (5' MIN TO ROOF EAVE)
SIDE CORNER	10'
REAR	15' MIN.
HEIGHT	35'
LOT COUNT	49 LOTS
GROSS DENSITY	3.43 UNITS PER ACRE
NET DENSITY	NOT APPLICABLE
COMMON LOTS	*EXTERIOR 6' BUFFERS ALONG ALL PUBLIC R/W's ONLY
OPEN SPACE REQUIRED	33,204 SF
COMMON OPEN SPACE PROVIDED	0 SF (VAR-6930)
AVERAGE LOT SIZE	7,993 SF
LARGEST LOT SIZE	12,306 SF
SMALLEST LOT SIZE	6,311 SF
PARKING REQUIRED	2 SPACES PER UNIT (98 TOTAL)
PARKING PROVIDED	98 WITHIN GARAGES PLUS DRIVEWAYS & BOTH SIDES OF STREETS

DEVELOPER/ SUBDIVIDER

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
TEL: 263-8200
FAX: 263-8220

ENGINEER

TANEY ENGINEER COMPANY
1399 GALLERIA DR. SUITE #101
HENDERSON, NV. 89014 TEL: 362-8844

OWNERS

APN's 125-26-704-001, 002, 003 & 125-26-707-002 & 005 (15 COMBINED ACRES)
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119

UTILITY COMPANIES

NEVADA POWER COMPANY
4228 W. SAHARA AVE. 367-5555

EMBARQ TELEPHONE COMPANY
330 S. VALLEY VIEW BLVD. 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 598-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

LEGEND

RIGHT-OF-WAY
BOUNDARY LINE
PROPERTY LINE
CURB
STREET CENTERLINE
LOT NUMBER 1

VICINITY MAP

BASIS OF BEARING

NORTH 00°21'04" EAST, BEING THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

LEGAL DESCRIPTION

PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, MDM, CLARK COUNTY, NEVADA

NOTES

1. NO INTERIOR SIDEWALKS ARE PROPOSED. SETBACKS ARE FROM BACK OF INTERIOR CURB. A WAIVER OF OPEN SPACE HAS BEEN APPROVED PER VAR-6930. A VACATION OF CORBETT HAS BEEN APPROVED AND RECORDED PER VAC-8998.
2. ALL EXISTING STRUCTURES SHALL BE REMOVED PRIOR TO CONSTRUCTION
3. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.

KEY MAP

EOT-35274
09-02-09 CC

SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	R/W	RIGHT-OF-WAY
BC	BACK OF CURB	SS	SANITARY SEWER
BOR	BACK OF CURB RADIUS	SW	SIDEWALK
BVC	BEGINNING OF VERTICAL CURVE	TB	TOP OF BANK
BM	BENCH MARK	TD	STORM DRAIN
CATV	CABLE TELEVISION	STD	STANDARD
CB	CATCH BASIN	TL	STREETLIGHT
COBC	CITY OF BOULDER CITY	TOC	TOP OF CURB
CC	CLARK COUNTY	TYP	TYPICAL
CO	CLEAN OUT	VERT	VERTICAL
CY	CUBIC YARD	VC	VERTICAL CURVE
DI	DROP INLET	VCP	VALLEY GUTTER
DG	DESIGN GRADE	VG	VITRIFIED CLAY PIPE
EP	EDGE OF PAVEMENT	W	WATER
EVC	END OF VERTICAL CURVE	WM	WATER METER
EX	EXISTING		
FG	FINISH GRADE		
FF	FINISH FLOOR ELEVATION		
FT	FEET		
FH	FIRE HYDRANT		
FL	FLOW LINE		
GB	GRADE BREAK		
HP	HIGH POINT		
INV	INVERT		
LFF	LOWER FINISH FLOOR ELEVATION		
LF	LINEAR FEET		
LVWD	LAS VEGAS VALLEY WATER DISTRICT		
MH	MANHOLE		
MAR	MARMON		
NTS	NOT TO SCALE		
OC	ON CENTER		
PI	POINT OF INTERSECTION		
PRC	POINT OF REVERSE CURVE		
PC	POINT OF CURVE		
PT	POINT OF TANGENCY		
PCC	POINT OF COMPOUND CURVE		
PP	POWER POLE		
PL	PROPERTY LINE		
PB	PULL BOX		
RAD	RADIUS		

Call Two Working Days Before You Dig!
Dig | Safely. Dig | Safely
1-800-227-2600

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
702.263.8200 FAX 702.263.8220

TANEY ENGINEERING
1399 GALLERIA DRIVE #101
HENDERSON, NV 89014
(702) 362-8844 FAX (702) 362-8335

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

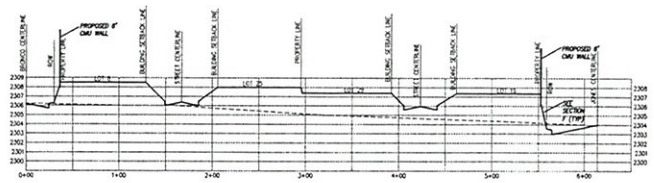
TENTATIVE MAP

NO.	DESCRIPTION	SHEET(S) BY	APP'D	DATE
	REVISIONS			

ROBERT D. CUNNINGHAM Exp. 12-31-09 CIVIL No. 15728 STATE OF NEVADA PROFESSIONAL ENGINEER
ENGINEER'S SEAL

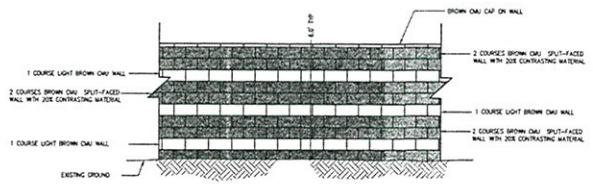
DATE:	07.31.07
SCALE:	1"=60'
JOB NO:	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	RLL
SHEET NAME:	TM1
SHEET:	1 OF 2

FILE NAME: WLL05TM_XTENT.DWG



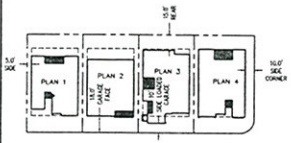
SECTION I

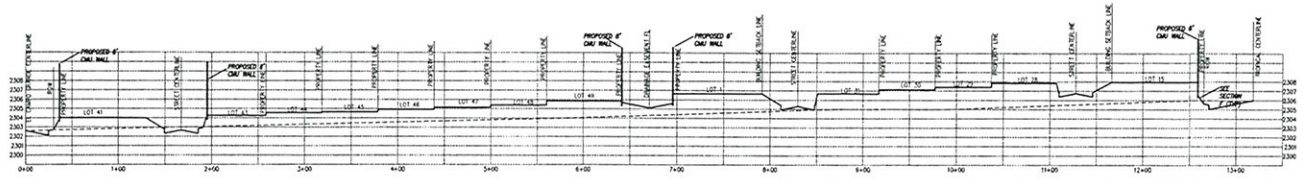
SCALE: 1"=50' HORIZ., 1"=5' VERT.



PERIMETER DECORATIVE BLOCK WALL SECTION

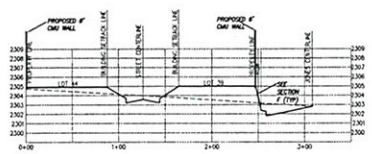
TYPICAL LOT SETBACKS





SECTION J

SCALE: 1"=50' HORIZ., 1"=5' VERT.



SECTION K

SCALE: 1"=50' HORIZ., 1"=5' VERT.

EOT-35274
09-02-09 CC

RECEIVED
JUL 21 2009

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

WILLIAM LYON HOMES
550 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
702-361-8383 / FAX: 702-361-8239

TANEY ENGINEERING
8965 GILCREASE AVENUE, SUITE 101
LAS VEGAS, NEVADA 89123
(702) 362-8844 FAX (702) 362-8119

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15728
STATE OF NEVADA
PROFESSIONAL ENGINEER
24 x 7
ENGINEER'S SEAL

DATE:	07.31.07
SCALE:	1"=60'
JOB NO:	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	R.L.
SHEET NAME:	TM2
SHEET:	2 OF 2

FILE NAME: W:\LOSTM_ATT\DWG

09/24/2007 13:19:03

TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NEVADA 89118
TELEPHONE: (702) 362-8844
FAX: (702) 362-5233

July 22, 2009

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for an Extension of Time of the Site Development Review, Zone Change, and Variance for Tropical & Jones
ZON-6928, VAR-6930, SDR-6929

To Whom It May Concern:

On behalf of our client, William Lyon Homes, we are requesting the following extension of time for 3 years, for a Zone Change (Zon-6928) from U, and RE zoning to R-PD3 zoning, a Variance (Var-6930) to allow zero square feet of open space, and an Site Development Review (SDR-6929) for a 50 lot single family residential development on 14.298 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Due to the current housing market conditions and lending conditions, the project has been delayed but it is anticipated will begin within the next 3 years or less. Approval of the above mentioned extension of times will not create any public safety or health issues and will aid in the build-out of the area.

If you have any questions or need additional information please do not hesitate to contact this office.

Sincerely,

Shaelyn Sandoval
Taney Engineering

EOT-35274
09-02-09 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

October 3, 2005

Mr. Chad Dymon
Leech West, LLC
777 North Rainbow Boulevard, Suite #250
Las Vegas, Nevada 89107

RE: SDR-6929 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 7, 2005
RELATED TO ZON-6928, VAR-6930 AND WVR-6931

Dear Mr. Dymon:

The City Council at a regular meeting held September 7, 2005 APPROVED the request for a Site Development Plan Review for a 50 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2005. This approval is subject to:

Planning and Development

1. There shall be a maximum of 49 lots, and the minimum lot size of 10,000 net square feet shall be maintained for lots backing onto Bronco Street.

2. The vacation of Corbett Street shall be final before any building permits are issued.

3. All homes shall be limited to single story.

4. A Rezoning ZON-6928, Waiver WVR-6931, and Variance VAR-6930 approved by the City Council.

5. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

6. All development shall be in conformance with the site plan and building elevations, date stamped 08/30/05, except as amended by conditions herein.

7. The setbacks for this development shall be a minimum of 10 feet to the front of the house, 18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, 5 feet on the side, 5 feet on the corner side, and 15 feet in the rear.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

EOT-35274
09-02-09 CC

8. The conceptual landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect five additional minimum 24-inch box trees planted a maximum of 30 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters.

9. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

10. 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. The landscape plan shall include irrigation specifications.

11. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

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.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner.

14. Prior to approval of the Final Map Mylar, two final landscape plans must be submitted for review and approval by the Planning and Development Department in conformance with the conditions of approval.

15. Air conditioning units shall not be mounted on rooftops.

16. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

17. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials, and shall conform with the requirements listed in Title 19.08. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

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.

EOT-35274
09-02-09 CC

20. The minimum lot size shall be 6,500 net square feet.

21. Swapp Street shall only take access from El Campo Grande; and Howard Court and Prokopchuk Court shall only take access from Corbett Street.

Public Works

22. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222A.

23. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

24. A Homeowners' Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping 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.

25. Site development to comply with all applicable conditions of approval for ZON-6928 and all other subsequent site-related actions.

26. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

27. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

EOT-35274
09-02-09 CC

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Laura Howard
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, Nevada 89119

Mr. Bob Gronauer
Kummer Kaempfer Bonner Renshaw
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

EOT-35274
09-02-09 CC

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

EOT-35315 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANTS: NORTHWEST INVESTMENTS LLC, AND WACHOVIA BANK - OWNERS: NORTHWEST INVESTMENTS LLC, AND KAG PROPERTY, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southwest corner of Oso Blanca Road and Hualapai Way alignment (APNs 125-06-401-003,004; 125-06-401-001, 005; and 125-07-101-005), T-D (Traditional Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL

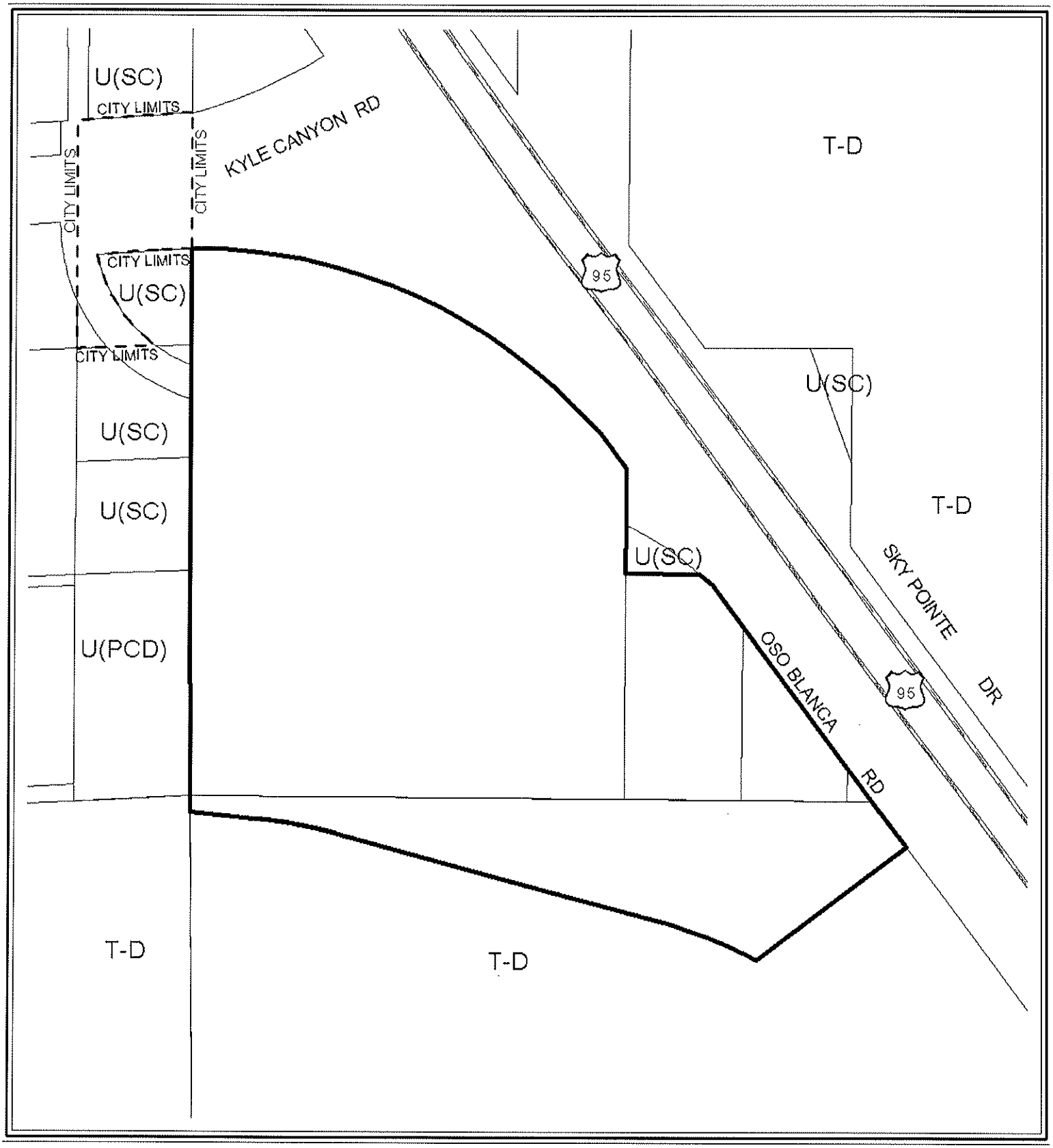
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

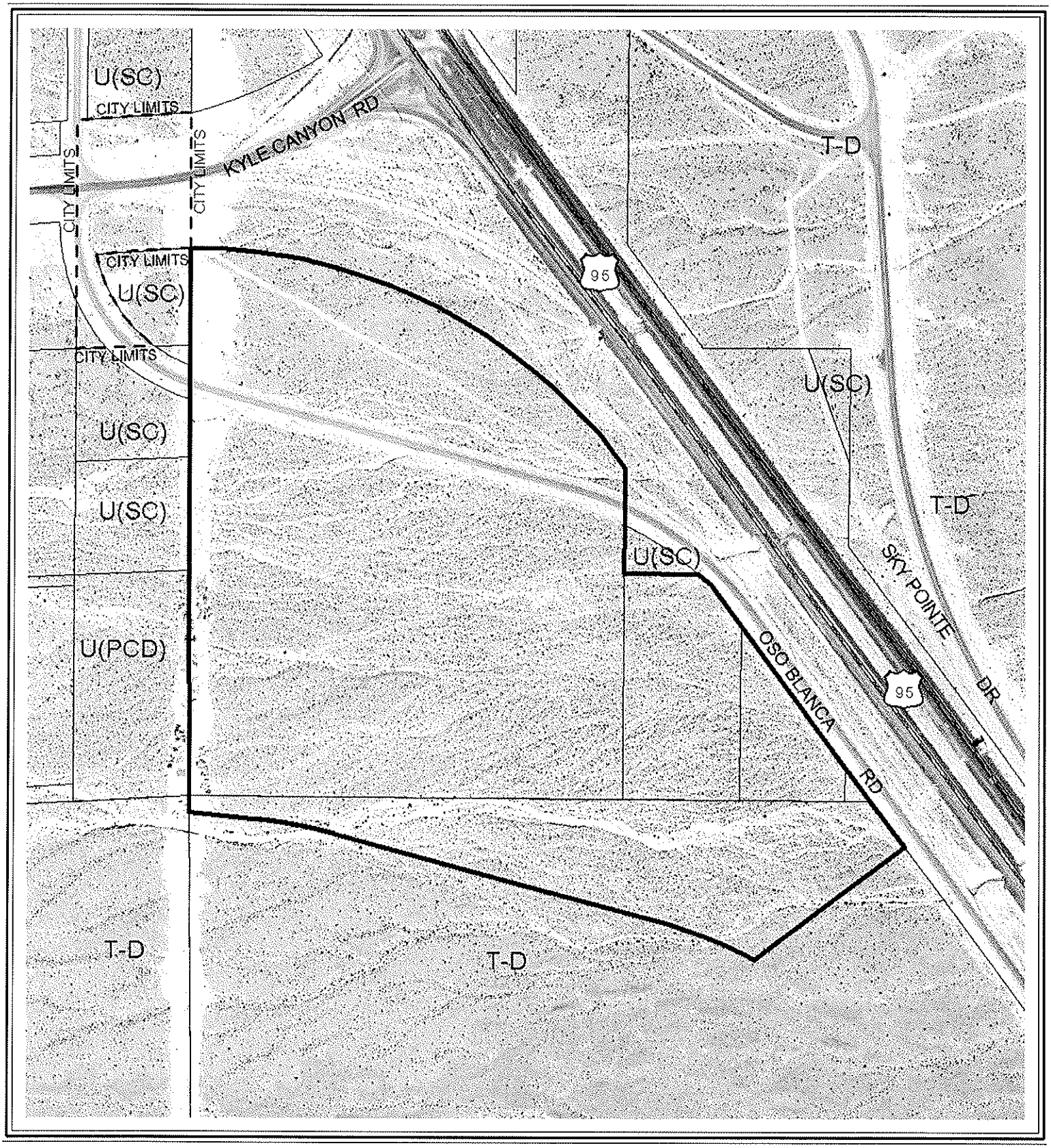
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-20478



CASE: **EOT-35315**

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT)



0 400 800 Feet

CASE: **EOT-35315**

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35315 – EXTENSION OF TIME – SPECIAL USE PERMIT - APPLICANT/OWNER: NORTHWEST INVESTMENTS, LLC AND KAG PROPERTY, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Special Use Permit (SUP-20478) shall expire on September 19, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Special Use Permit (SUP-20478) 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-20478) for a Non-Restricted Gaming Facility at the southeast corner of Oso Blanca Road and the Hualapai Way alignment. Since the approval of Special Use Permit (SUP-20478), the applicant has not made any progress on the proposed development in the form of the issuance of building permits or business licenses. The surrounding area has not experienced any significant changes in land use, but there is a proposed 213-lot mixed-use subdivision for properties to the south and west.

The Special Use Permit (SUP-20478) has not met the requirements of Title 19.18.060 to exercise the entitlements. The applicant is requesting a five-year Extension of Time due to poor economic conditions. Staff recommends approval of the Extension of Time with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved a request for a Petition to Annex (A-0038-02) undeveloped property generally located in various parts of the city under the provisions of NRS 268.597 No. 1(b) containing approximately 495 acres with an effective date of 02/14/03. The Planning Commission recommended approval on 10/24/02.
06/15/05	The City Council approved a request for a Special Use Permit (SUP-6401) for a proposed Tavern adjacent to the northwest corner of Iron Mountain Road and Oso Blanca Road. The Planning Commission recommended approval on 05/12/05.
06/15/05	The City Council approved a request for a Site Development Plan Review (SDR-6402) for a 5,843 square-foot Tavern on 2.37 acres adjacent to the northwest corner of Iron Mountain Road and Oso Blanca Road. The Planning Commission recommended approval on 05/12/05.
09/06/06	The City Council approved a request for a Required Review (RQR-15482) of a previously approved Site Development Plan Review (SDR-6402) for a 5,843 square-foot Tavern on 2.37 acres at 9213 Oso Blanca Road.

10/05/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-16166) and a waiver of perimeter landscaping requirements for a 5,843 square-foot Tavern and 6,750 square-foot Retail Store on 2.37 acres at 9213 Oso Blanca Road.
09/19/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-20469) from PCD (Planned Community Development) and SC (Service Commercial) to TND (Traditional Neighborhood Development) on 7.27 acres on the west side of Oso Blanca Road, approximately 2,190 feet south of Kyle Canyon Road. The Planning Commission recommended approval on 08/23/07.
09/19/07	The City Council approved a request for a Rezoning (ZON-20475) to establish a G-O (Gaming Enterprise Overlay) District on 51.38 acres at the southeast corner of Oso Blanca Road and the Hualapai Way alignment. The Planning Commission recommended approval on 08/23/07.
09/19/07	The City Council approved a request for a Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southeast corner of Oso Blanca Road and the Hualapai Way alignment. The Planning Commission recommended approval on 08/23/07.
09/19/07	The City Council approved a request for a Rezoning (ZON-22351) from U (Undeveloped)[PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial), and C-2 (General Commercial) to T-D (Traditional Development) on 7.27 acres at the southeast corner of Oso Blanca Road and the Hualapai Way alignment. The Planning Commission recommended approval on 08/23/07.
12/03/08	The City Council approved a request for a required Review of a Development Report (DIR-29916) pursuant to Subsection 9.01 of the Development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road.
Related Building Permits/Business Licenses	
There are no building permits or business licensed issued for the subject site.	
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	7.42

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Hotel/Casino	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
North	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
	U.S. 95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Undeveloped Land	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
East	U.S. 95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Undeveloped Land	TND (Traditional Neighborhood Development)	T-D (Traditional Development)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-D Traditional Development District	X		Y
Kyle Canyon Development	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
T-D (Traditional Development) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southeast corner of Oso Blanca Road and the Hualapai Way alignment. Since the approval of the Special Use Permit (SUP-20478), the applicant has not made any progress on the proposed development as no building permits have yet to be issued. Properties to the west and south of the subject site have approved plans for a proposed 213-lot mixed used subdivision.

Title 19.18.060 deems a Special Use Permit exercised upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-20478) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. No plans have been submitted for review nor have any building permits been issued for the proposed project. The applicant is requesting a five-year extension of time due to the poor economic conditions within Las Vegas. Staff is recommending approval of the Extension of Time with a two-year time limit. Conformance to the conditions of approval of Special Use Permit (SUP-20478) 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: **EOT-35315** APN: 125-06-401-001&005; 125-07-101-005

Name of Property Owner: KAG Property LLC

Name of Applicant: Wachovia Bank

Name of Representative: Winchester Carlisle Real Estate Partners

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: Daniel Bartok

Print Name: Daniel Bartok

Subscribed and sworn before me

This 17 day of July, 2009

Anita M Johnston

Notary Public in and for said County and State

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-35315** APN: 125-06-401-003; 004

Name of Property Owner: Northwest Investments, LLC

Name of Applicant: Northwest Investments, LLC

Name of Representative: KKBR and F

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: Thomas J. DeVore

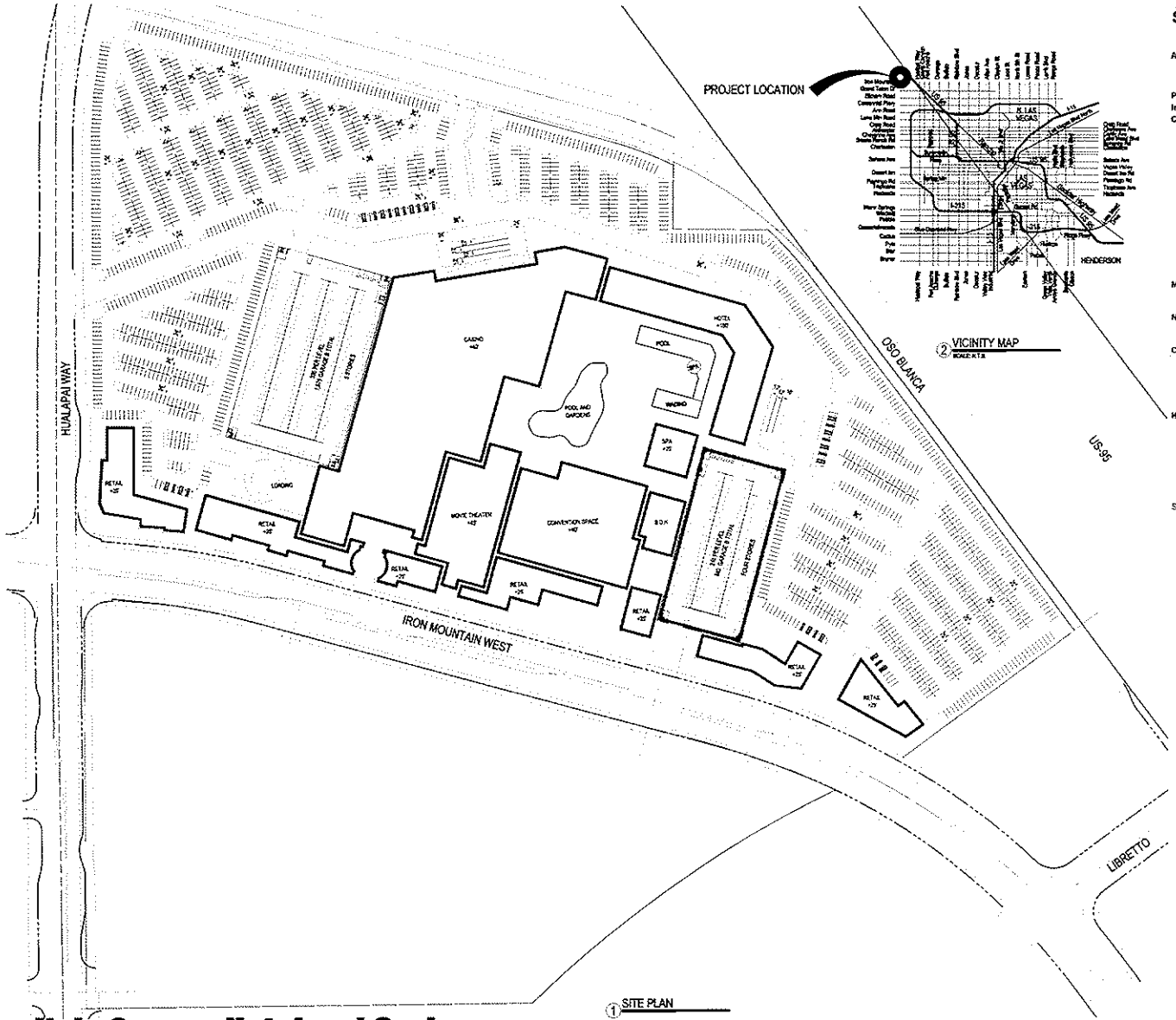
Subscribed and sworn before me

This 22nd day of July, 2009

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SALEEMAH B. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2011

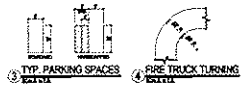


① SITE PLAN

② VICINITY MAP

SITE INFORMATION

Area	51.38 acres	43,342,113 s.f.		
		Total Area		Parking Required
Program Component				
Indoor				
Casino				
Arcade		2,000 SF	1:200 GSF	10
Misc / B.O.H.		5,000 SF	n/a	
Bar		1,800 SF	1:50 GSF	36
Buffet		15,000 SF	1:50 GSF	300
Casino Cage		5,200 SF	n/a	
Casino Floor		75,000 SF	1:90 GSF	833
Day Care		2,000 SF	1 staff+1 child	50
Food Court		12,000 SF	1:50 GSF	240
Gift Shop		2,000 SF	1:250 GSF	8
Lounge		5,500 SF	1:50 GSF	110
Offices		5,000 SF	1:300 GSF	17
Restaurants		20,000 SF	1:50 GSF	400
Sports Book		4,500 SF	n/a	
		155,000 SF		
Movie Theater				
		30,000 SF	1.4 seats	600
		30,000 SF		
Non-Casino Retail				
		140,000 SF	1:250 GSF	560
		140,000 SF		
Convention Space				
Ballrooms		10,000 SF	1:90 GSF	111
Meeting Rooms		5,000 SF	1:50 GSF	50
Event Center		45,000 SF	1:50 GSF	500
Wedding Chapel		3,500 SF	1:200 GSF	18
		63,500 SF		
Hotel				
Registration		1,500 SF	n/a	
Lobby		7,700 SF	n/a	
Guest Rooms		125,000 SF	1 room	290
Suites		104,000 SF	1 room	174
		239,200 SF		
Subtotal		627,700 SF		4,322 Total Spaces Required 4,489 Total Spaces Provided



③ TYP. PARKING SPACES
④ FIRE TRUCK TURNING



Conceptual Site Plan : Sheet Title
MA05-0139 : Project Number
06-01-07 : Date

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

FRONTLINE group
MOSER architecture studio

EOT-35315
09-02-09 CC

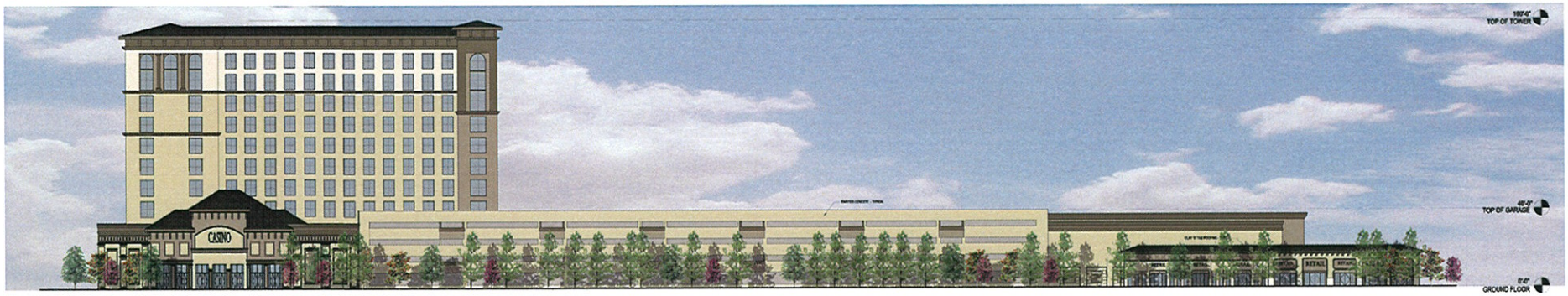
JUL 2 . 2009



1 SOUTH ELEVATION
SCALE: 1"=30'-0"



1 SOUTH ELEVATION (CONTINUED)
SCALE: 1"=30'-0"



2 WEST ELEVATION
SCALE: 1"=30'-0"

Conceptual Elevation Plan : Sheet Title
MA06-0139 : Project Number
07-16-07 : Date

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

FRONTLINE group
MOSER architecture studio

RECEIVED
JUL 22 2009

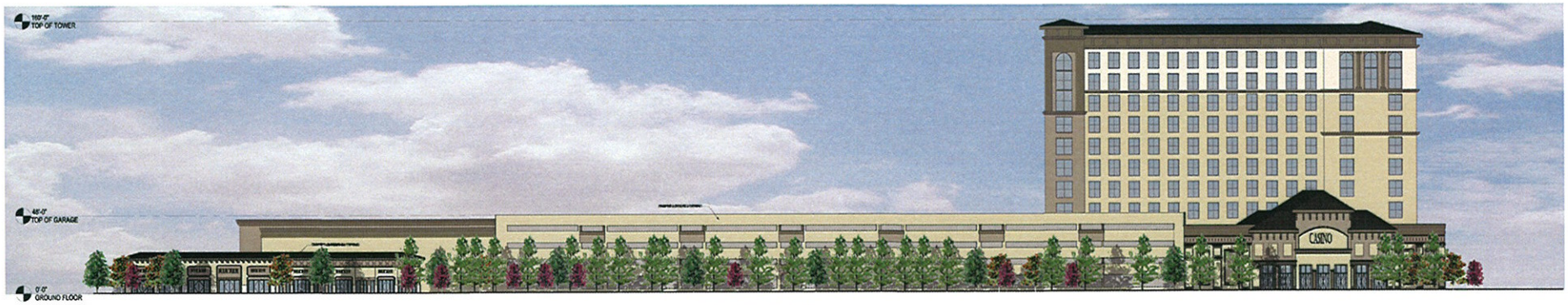
EOT-35315
09-02-09 CC



1 NORTH ELEVATION
SCALE: 1"=30'-0"



1 NORTH ELEVATION (CONTINUED)
SCALE: 1"=30'-0"



2 EAST ELEVATION
SCALE: 1"=30'-0"

Conceptual Elevation Plan : Sheet Title
MA05-0139 : Project Number
07-16-07 : Date

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

FRONTLINE group
MOSER architecture studio

RECEIVED
JUL 22 2009

EOT-35315
09-02-09 CC

KUMMER KAEMPFER
ATTORNEYS AT LAW

KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

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

MARK H. FIORENTINO
mfiorentino@kkbrf.com
702.693.4261

July 16, 2009

Mr. Doug Rankin, AICP
Planning Manager
City of Las Vegas Planning Department
Current Planning Division
731 South Fourth Street
Las Vegas, NV 89101

SUBJECT: REQUEST TO EXTEND SUP-20478.

Dear Doug:

My office represents the applicant on the above referenced item. SUP-20478, a special use permit for a non-restricted gaming facility, was approved by the City of Las Vegas City Council on September 19, 2008 with a two year time limit. It is located on approximately 55 acres within the Kyle Canyon Master Planned Community. Due to current economic conditions, the Kyle Canyon Master Planned Community is on hold. There have been no substantial changes to the conditions in the surrounding area. I am hereby requesting that SUP-20478 be extended for five years additional years.

Thank you for your consideration in this matter. Please let me know if you need anything further.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Mark H. Fiorentino

MHF/sfm

EOT-35315
09-02-09 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

November 9, 2007

Mr. Joseph Bonifatto
Kyle Canyon Gateway Center, LLC
9811 West Charleston Boulevard, Suite #2-395
Las Vegas, Nevada 89117

RE: SUP-20478 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO GPA-20469, ZON-20475 AND ZON-22351

Dear Mr. Bonifatto:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southeast corner of Oso Blanca Road and the Hualapai Way alignment, (APNs 125-06-002-003, 005, 006, 007, 125-07-101-001, and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: T-D (Traditional Development)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Added Condition:

A. Family entertainment venues such as movie theater and/or bowling shall have access without going through the casino gaming area.

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Gaming Establishment, Non-restricted use.

2. Conformance to the conditions for Rezoning (ZON-20543), Rezoning (ZON-20475), Rezoning (ZON-22351), and Development Agreement (DIR-21605), if approved.

3. A Site Development Plan Review application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-35315
09-02-09 CC

4. The expansion of the Gaming Enterprise Overlay District shall be limited to the following parcels that are wholly outside the required buffer radii for Non-Restricted Gaming uses:

   "Parcel 1" as identified on Parcel Map (PMP-22508) (PM 114 0022)
   125-06-002-003
   125-06-002-005
   125-06-002-006
   125-06-002-007

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.

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

Ms. Nima Taghavi
Rancho Way, LLC
1000 Bristol Street North, Suite #17105
Newport Beach, California 92660

Mr. Calvin Champlin
Kyle Acquisition Group, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

EOT-35315
09-02-09 CC

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

DIR-35636 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request for a six-month extension of the Development Agreement for the College of Southern Nevada on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), 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.

BACKUP DOCUMENTATION:

1. Condition and Staff Report
2. Justification Letter
3. Development Agreement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-35636 - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL, subject to:

1. This six-month extension shall be valid through February 20, 2010. Failure to obtain a federal patent for the subject site by that date shall nullify the Development Agreement, per Subsection 2.07 of the document.

DIR-35636 - Staff Report Page One
September 2, 2009 City Council Meeting

** STAFF REPORT **

APPLICATION REQUEST

This is a request for a six-month extension of the Development Agreement for the College of Southern Nevada (CSN) on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway.

EXECUTIVE SUMMARY

The college has requested the extension due to the fact that the federal patent for the subject site has not yet been obtained. Legislation is in process to grant the land to the college; consequently, staff recommends approval of the six-month extension.

ANALYSIS

Section 2.07 of the Development Agreement established an 18-month deadline from the effective date of the agreement (February 20, 2008) for the college to obtain a federal land patent for the site in question. The document states that the Development Agreement becomes null and void if the college is unable to secure the patent. However, a six-month extension of the deadline is permissible upon approval of City Council and the college. Approval of the extension would give the college until February 20, 2010 to secure the land patent.

The letter submitted by the applicant states that they have not been able to secure the patent yet, but are awaiting the passage of S. 940, the "Southern Nevada Higher Education Land Act of 2009." The bill, sponsored by Senator Reid, was introduced in April 2009 and has been referred to committee. The bill would convey the subject site to the CSN if signed into law.

It should be noted that the Development Agreement would permit the development of a mixed-use campus on the subject site, including commercial and residential uses in addition to the college facilities. If bill S. 940 is modified to disallow the mixture of uses proposed by the Development Agreement, the document will need to be modified accordingly.

Per the Development Agreement, a report documenting compliance with the terms of the agreement is required on a biennial basis. The first report is due to City Council in February 2010; at that time, staff will report on the status of the federal patent and other terms of the agreement.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

FF

SENATE DISTRICT **N/A**

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

CSN
COLLEGE OF SOUTHERN NEVADA

Office of General Counsel
Charleston Campus
Sort Code W32E
6375 West Charleston Boulevard
Las Vegas, NV 89146-1164

702.651.7488
fax: 702.651.7464

August 17, 2009

Mr. Flinn Fagg
AICP, Planning Manager
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Re: Development Agreement between the College of Southern Nevada and the City of Las Vegas, Dated February 20, 2008

Time Extension

Dear Mr. Fagg:

Under the Development Agreement concerning the College of Southern Nevada's Northwest Campus, Section 2.07 provides for an initial 18 month term with an additional period of 6 months upon the written approval of the City Council.

CSN is continuing to work with Senator Reid and other members of Nevada's Congressional delegation to encourage the speedy passage of S. 940 which deals with the land patent for the property which is the subject of the Development Agreement. At this time, Congress must still schedule a committee hearing before action can be taken and additional time under the Development Agreement is required.

Therefore, CSN respectfully requests that this request for a time extension be placed on the next available City Council agenda and that the City grant the additional term of six months as provided for under Section 2.07.

Sincerely,

Richard L. Hinckley

Richard L. Hinckley

cc: Councilman Steve Ross
James Nichols, Deputy City Manager
Jim Lewis, Assistant City Attorney

DIR-35436
09-02-09 CC

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
05/27/2008 09:11:04 T20080097744
Book/Instr: 20080527-0001141
Agreement Page Count: 79
Fees: $92.00 N/C Fee: $25.00

Debbie Conway
Clark County Recorder

APN'S:

125-17-801-001
125-17-401-006

COPY

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA

Adopted by City of Las Vegas City Council
February 20, 2008

WHEN RECORDED PLEASE MAIL TO:
CITY OF LAS VEGAS
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

Table of Contents

Recitals 1
Section 1 – Definitions 4
Section 2 – Applicable Rules and Conflicting Laws 7
2.01 Reliance on the Applicable Rules 7
2.02 Application of Subsequently Enacted Rules by the City 7
2.03 Application of New Fees 8
2.04 Conflicting Federal or State Rules 8
2.05 City Council Hearings 9
2.06 City Cooperation 9
2.07 Relinquishment of R&PP Lease 9
Section 3 – Planning and Development of the Site 10
3.01 Planned Site 10
3.02 Time for Construction and Completion of the Site 10
3.03 Permitted Uses, Density and Height 10
3.04 Concept for the Site 11
3.05 State Public Works Board of Nevada 12
3.06 Modifications 12
3.07 Entitlement Requests 14
3.08 Dedicated Staff and the Processing of Applications 15
3.09 Off-Premise Signs (Billboards) Prohibited 16
3.10 Blasting 16
3.11 Property Dedications to City 16
3.12 Anti-Moratorium 16
3.13 Additional Property Not Included Within Development Agreement 17
3.14 Cooperation in Financing 17
3.15 Franchise Agreements 17
Section 4 – Maintenance of the Site 17
4.01 Maintenance of Landscape Areas 17
4.02 City Maintenance Obligation Acknowledged 17
Section 5 – Public Facilities 18
5.01 Post Office 18
5.02 Regional Transportation Center 18
5.03 Other Public Facilities 19
5.04 Police and Fire Services 19
Section 6 – Open Space and Parks 19

6.01 Parks and Open Space 19
Section 7 – Transportation 19
7.01 Mitigation of Off-Site Traffic Impacts 19
7.02 Grand Montecito Parkway 20
7.03 Land Dedication 21
7.04 Conformance to Master Studies 21
7.05 Acquisition of Rights-of-Way and Easements 21
Section 8 – Flood Control 22
8.01 Flood Control Facilities and Technical Drainage Studies 22
Section 9 - Sanitation 22
9.01 Sewer Capacity 22
Section 10 - Water 23
10.01 Water Supply 23
Section 11 – Review of Development 23
11.01 Frequency of Reviews 23
11.02 Opportunity to be heard 24
11.03 Action by City Council 24
Section 12 – Default 24
12.01 Opportunity to Cure; Default 24
12.02 Unavoidable Delay, Extension of Time 25
12.03 Limitation on Monetary Damages 25
12.04 Venue 25
12.05 Waiver 25
12.06 Applicable Laws; Attorneys' Fees 26
12.07 Default by City 26
Section 13 – General Provisions 26
13.01 Term 26
13.02 Financing 26
13.03 Assignment 27
13.04 Amendment or Cancellation of Agreement 27
13.05 Indemnity; Hold Harmless 27
13.06 Binding Effect of Agreement 28
13.07 Relationship of Parties 28
13.08 Notices 28
13.09 Entire Agreement 28
13.10 Waivers 29
13.11 Recording; Amendments 29

13.12 Headings; Exhibits; Cross References 29
13.13 Severability of Terms 30

Exhibit A – Legal description of Property
Exhibit B – Legal description of RTC Area
Exhibit C- Legal description of Site
Exhibit D – Use Table
Exhibit E – Northwest Campus Design Standards
Exhibit F – Additional Rights-of-Way

THIS DEVELOPMENT AGREEMENT is made and entered into effective this 20th day of February, 2008 by and between the CITY OF LAS VEGAS (the "City") and The Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of the College of Southern Nevada (the "College"), an institution within NSHE, an entity of the State of Nevada (together with the City, the "Parties").

RECITALS

A. The City and the College entered into a Memorandum of Understanding ("MOU") on April 5, 2006 so that the College could acquire the City's interest in and develop certain real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property") as the College's Northwest Campus. The MOU expired on October 5, 2007; and

B. The Parties have been working together pursuant to the MOU and are in the final stages of reaching full accord on the terms of the acquisition and development of the Property; and

C. The Parties entered into an Exclusive Negotiating Agreement ("ENA") on October 3, 2007 in order to continue such negotiations beyond the expiration of the MOU, and to enter into a formal development agreement pursuant to NRS 278.0201, which will encompass the Parties' final understanding of the development of the Property; and

D. The Property is located within the boundaries of the City and is leased to the City by the Bureau of Land Management ("BLM") in Lease number N-61839 ("Lease") under the Recreation And Public Purposes Act ("R&PP Act"); and

E. The College also submitted a request to lease the Property from the BLM under the R&PP Act; and

F. The City entered into a Cooperative Agreement with the Regional Transportation Commission of Southern Nevada ("RTC") on October 3, 2007 to allow the RTC to utilize approximately fifteen (15) acres of the Property for a Park 'n Ride facility and other related uses. A description of the RTC area is attached hereto as Exhibit "B"; and

G. The United States Postal Service ("USPS") is exploring the need for approximately 5 acres of the Site for a postal facility in the Northwest area and the Parties desire to facilitate such need and incorporate a postal facility in the development of the Site; and

H. The College intends to coordinate with the RTC and USPS as adjacent neighbors to maximize the benefits and efficiencies under this Agreement and the Cooperative Agreement; and

I. The City intends, pursuant to the terms of this Agreement, to relinquish Lease number N-61839 in favor of the College receiving the patent from the United States on the Property less: 1) the acreage governed by the aforementioned Cooperative Agreement with the RTC, and 2) the area needed for the postal facility if the City grants that use prior to the grant of the federal land patent to the College; and

J. With the exclusion of the RTC area, the Property will hereinafter be referred to as the "Site" for development by the College as the Northwest Campus and possibly the postal facility area. A description of the Site is attached hereto as Exhibit "C"; and

K. The City of Las Vegas zoned the Property T-C Town Center District under section 19.06.110 of Title 19 of the Las Vegas Municipal Code; and

L. The City has authority, pursuant to NRS 278.0201 through 278.0207 and 19.18.090 of the Las Vegas Municipal Code, to enter into development agreements with entities having a legal or equitable interest in real property to establish long-range plans for the development of such property; and

M. The Board of Regents of NSHE is a Nevada constitutional body and has authority to enter into this Agreement to provide for the higher educational needs of the citizens of the State of Nevada; and

N. The City desires to enter into this Agreement in conformance with the requirements of NRS 278.0201 through NRS 278.0207 and LVMC 19 and 18.090 and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing the orderly development of the College's Northwest Campus, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the State statute and City ordinance authorizing development agreements were enacted. As a result of the development of the Property as proposed by the College subject to the Cooperative Agreement between City and RTC, the City will receive needed educational facilities and opportunities, jobs, sales and other tax

revenues, and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by agreeing to the use and development of the Site by the College; and

O. In exchange for these and other benefits to the City, and in accordance with the legislative intent evidenced by the State statutes authorizing development agreements and the intent of the City in adopting an ordinance allowing development agreements, the College will receive reasonable assurances that it may develop the Northwest Campus in accordance with this Agreement. Because of the nature of the Northwest Campus and the many constituents that it will serve while also balancing its development with the other needs of NSHE and the College, the development of the Northwest Campus will take a long period of time to fully complete. The College's decision to commence development of the Northwest Campus is based on expectations of proceeding with the Northwest Campus to completion; and

P. In the absence of this Agreement, because NSHE does not own the Property and the Property is currently leased to the City; the College believes it would have no assurance that it could complete the Northwest Campus and would therefore be exposed to significant economic risk. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (for example, impacts on air quality) resulting from development outside the jurisdiction of the City and issues relating to water use and availability, pressures on the City could be created to (i) halt the Northwest Campus at a point short of total build out, (ii) reduce the scope of the Northwest Campus, (iii) defer or delay completion of the Northwest Campus, or (iv) apply new rules or requirements in such a manner as to significantly increase the cost of the Northwest Campus or to otherwise burden its development. The burden of interest carrying costs, the difficulty of obtaining financing or funding, the risk of losing existing financing commitments and the potential loss of anticipated revenues associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage the College from making a long-term commitment to the development of the Northwest Campus. In addition, the cost of certain improvements to be constructed by the College will be substantial and may not match the timing of the revenue or appropriations associated with the Northwest Campus which is a necessary element of the overall provision of educational opportunities. Accordingly, the College cannot prudently commence the development of the Northwest Campus without reasonable assurance from the City that it will be able to complete the Northwest

Campus; and

Q. NSHE has given notice as required by the relevant law, and brought this Agreement for approval at a public meeting of the Board of Regents. The Board of Regents found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Chancellor of NSHE and the President of the College.

SECTION ONE
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"**Affiliate**" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"**Agreement**" means this Development Agreement, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"**Applicable Rules**" means and refers to:

a. This Agreement;

b. The Northwest Campus Design Standards attached to and by this reference included in this Agreement as Exhibit "E "; and

c. The Code in effect on the Effective Date, but only to the extent necessary to provide direction or requirements that under federal or state law or this Agreement are appropriately within the jurisdiction of the City; and

d. The term does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation

"**Building Codes**" means the following codes: 2006 International Residential Code; 2006 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2006 International Energy Conservation Code; and National Fire Protection Agency 1, or other codes, to the extent adopted by the State Public Works Board of Nevada ("SPWB") and subject to any modifications that are adopted by the SPWB.

"**City**" means the City of Las Vegas, together with its successors and assigns.

"**City Council**" means the Las Vegas City Council.

"**Code**" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein or pursuant thereto.

"**Effective Date**" means the date this Agreement is approved by the City Council following approval and execution thereof by the College. Following approval by the City Council, the Agreement shall be executed by the Mayor of the City but the date of such execution shall not affect the Effective Date, and the City Clerk shall enter the Effective Date in the first paragraph above. The Effective Date shall be the date the Agreement is fully binding and effective upon the parties. The City shall also take the necessary steps to approve the Agreement by ordinance and record the Agreement pursuant to NRS 278.0203, but such actions shall not affect the Effective Date as between the Parties.

"**Entitlement Request**" means a submission by the College of a site plan for each building(s) or parking structure or a special use permit for review at a public hearing before the City Council to demonstrate compliance with the Northwest Campus Design Standards.

"**Geotechnical Report**" means a comprehensive geotechnical report for the Property prepared under the direction of and stamped by a Nevada-based professional geotechnical engineer. The substance of the Geotechnical Report shall be determined, reviewed and approved by the Director of Public Works.

"**Grading Plan, Specific**" means a detailed grading plan for a development site within the Site to further define to a level of detail sufficient to support construction drawings, in

accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"**LVMPD**" means the Las Vegas Metropolitan Police Department.

"**Major Roadways**" means the streets which the College is obligated to construct as determined by the Master Traffic Study. Major Roadways include the street, gutter, curb, sidewalk, streetlights, traffic control devices, landscaping and/or amenity zones, storm drains, sewer facilities, trails, and all necessary appurtenances as required by the Northwest Campus Design Standards and this Agreement.

"**Master Drainage Study**" means a comprehensive hydrologic and hydraulic study prepared under the direction of and stamped by a Nevada-based professional engineer. The Master Drainage Study shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The engineer preparing such study and the assumptions and techniques for modeling storm water run-off and its impacts shall be approved by the City's Director of Public Works.

"**Master Studies**" means the Master Traffic Study, the Master Drainage Study, and the Geotechnical Report.

"**Master Traffic Study**" means a comprehensive transportation study prepared under the direction of and stamped by a Nevada-based professional traffic engineer. The Master Traffic Study shall comply with the Traffic Impact Analysis Guidelines contained in the RTC Policies and Procedures document, as well as the requirements of the City Traffic Engineer. The Master Traffic Study must also address pedestrian circulation and roadway crossings, and on-site traffic circulation as it impacts the Public ROW. The engineer preparing such study and the assumptions and techniques for modeling traffic and its impacts shall be approved by the City's Director of Public Works.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Off-Premise Sign**" means any sign which advertises products or services which are not sold on the premises upon which the sign is constructed. Such sign is considered a specific land use, rather than an incidental use to another existing land use. Owners of Off-Premise Signs generally receive consideration for the use of such sign, as compared to an on-premise signs which in itself do not produce consideration for the owner, but is incidental to another land use. Off-Premise Signs are commonly and generally referred to as "billboards."

"**Off-Site Improvements**" as this definition relates to the Master Studies, means infrastructure improvements located outside of the Site boundaries required by the Master

Studies or other governmental entities to be completed by the College due to the development of the Site.

"**On-Site Improvements**" as this definition relates to the Master Studies, means infrastructure improvements located within the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"**Planning Department**" means the Planning and Development Department.

"**Planning Director**" means the Director of the City's Planning and Development Department.

"**Property**" means that certain 62± gross acres of unimproved real property, the legal description of which is set forth as Exhibit "A".

"**Public Works Director**" or "Director of Public Works" means the Director of the City's Department of Public Works.

"**RTC**" means the Regional Transportation Commission of Southern Nevada.

"**Site**" means that portion of the Property remaining after excluding the RTC area from the Property. The legal description of the RTC area is set forth as Exhibit "B" and the legal description of the Site is set forth as Exhibit "C".

"**Term**" means the term of this Agreement.

SECTION TWO
APPLICABLE RULES AND CONFLICTING LAWS

2.01. Reliance on the Applicable Rules. The City and the College agree that the College will be permitted to and shall carry out and complete development of the Site in accordance with the uses, densities and provisions as set forth by the Applicable Rules.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Site, or apply a new rule, regulation, resolution, policy or ordinance to the development of the Site, and:

(a) The development of the Site shall be subject to the Building Codes in effect at the time of issuance of the permit by the State Public Works

Board of Nevada to construct any building or structure.

(b) The application of a new rule, regulation, resolution, policy or ordinance to the development of the Site is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.

(c) Nothing in this Agreement shall preclude the application to the Site of new or changed rules, regulations, policies resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Site, other than pursuant to one of the above subparagraphs 2.02(b) or 2.02(c), the College shall have the option, in its sole discretion, of accepting such new or amended rules by the giving of written notice of such acceptance. City and the College shall subsequently execute an amendment to this Agreement evidencing the College's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. To the extent any such fees are applicable, notwithstanding subparagraph 2.02, above, the City may increase cost-based processing fees, Entitlement Request processing fees, inspection fees, plan review fees, facility fees, sewer connection fees, or traffic signal impact fees that are typical or uniformly apply to all development in the City.

2.04. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance by City or College with one or more provisions of this Agreement or require changes to any approval given by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05. City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. The College shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06. City Cooperation. The City shall cooperate with the College in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, the College shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

2.07. Relinquishment of R&PP Act Lease. The College is pursuing legislation in Congress that would grant a federal land patent for the Site to the College, subject to the requirements of this Agreement. In order that the College is able to finance the development of its Northwest Campus in the manner currently envisioned and on a time table which would justify the City to relinquish its Lease on the entire Site, the patent cannot be restricted so as to prevent private entities from leasing portions of the Site or leasing space within buildings for profitable ventures. The Parties agree that this Agreement shall be effective for its Term notwithstanding the grant of the federal land patent for the Site to the College. The College will notify the City in the event the College determines that it is unlikely to obtain the land patent. College shall have 18 months from the Effective Date of this Agreement to secure such patent, or this Agreement shall be null and void and the parties shall have no further liability or obligation to each other, except for the obligation to attempt to negotiate a new development agreement as set forth below. Such 18-month period may be extended for an additional period of 6 months upon the written approval of the City Council and College.

The College may not commence work on the Site until it obtains such a land patent and is in compliance with the terms of this Agreement.

The City will when and where requested indicate its willingness to relinquish its R&PP lease as to the Site, subject to the terms of this Agreement, as a final condition to the grant of patent to the College so long as the patent will allow the

development of the Northwest Campus as envisioned by this Agreement. Thereafter, the City will file when appropriate a relinquishment of its R&PP lease with the BLM for the Site in order for the College to receive the land patent.

In the event the College is unable to secure a patent of the Site that is unrestricted as referenced above: 1) the parties shall attempt to enter into a new development agreement to accomplish the goals of the parties set forth herein, and 2) the City shall not be under any obligation to relinquish its Lease of the Site unless and until a mutually acceptable agreement is executed.

SECTION THREE
PLANNING AND DEVELOPMENT OF THE SITE

3.01 Planned Site. One of the primary objectives of the Parties is that development of the Site be undertaken in an organized fashion so as to ensure a well-integrated campus that is based on the design concepts of sustainable development with a mix of educational, office, commercial and possible residential uses.

3.02 Time for Construction and Completion of the Site. The Parties acknowledge and agree that it is in their respective best interests that development of the Site be accomplished to best support the College's objectives and purpose, but on a reasonable time table within the abilities of the College that justifies the City's relinquishment of the Site. In light of this mutual objective, and subject to the terms of the Applicable Rules, the College shall have the discretion as to the time of commencement, construction and completion of the Site, with the exception of the construction of Grand Montecito Parkway.

3.03 Permitted Uses, Density and Height. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed on the Site, the density of residential uses and the permitted uses of the land within the Site.

(a) Maximum Residential Units Permitted. The College will be permitted to construct up to 500 residential units on the Site. Any residential units will be designed to primarily accommodate students, faculty, or staff of the College.

(b) Maximum Height of Structures. The maximum height of structures within the Site shall conform to Northwest Campus Design Standards Map 2. The College further agrees to comply with the 3:1 residential adjacency height setback ratio for buildings or other structures constructed on the western

edge of the Site immediately adjacent to the existing residential area.

(c) Maximum Square Footage of Commercial Space. The maximum square footage of commercial space on the Site shall be up to 475,000 square feet.

(d) Square Footage for Educational Uses. There shall be no maximum square footage for educational uses. The Parties agree and acknowledge that the primary purpose of the Site is to provide educational opportunities including all ancillary uses such as faculty and administrative offices to achieve the educational purposes.

(e) Land Uses. The Parties agree that the land uses within the Site are defined by this Agreement and more particularly described in Exhibit "D" which specifically delineates permitted uses, conditional uses and special uses within the Site.

3.04 Concept for the Site. The concept of the Northwest campus is to combine education with real world experience in an academic urban village. The Site will provide a learning environment that creates a mixed used learning, working, leisure, and living environment that attracts students, faculty, community and business partners and that incorporates other opportunities beyond the traditional classroom including but not limited to business entities that will furnish teaching/learning experiences, internships, externships, employment, on-site training, necessary services and supportive retail ventures. Commercial, for-profit activities will be carried out along with non-profit public services. A substantial percentage of the College's students study health sciences, applied sciences and technology, and other areas leading directly in a relatively short period of time to the workplace. Once the Site is fully developed, it will be an activity center where students can both learn and gain work experience while also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this concept is to provide student services in a highly accessible one-stop storefront environment to achieve a self-sustaining Campus for education, culture and associated services for the benefit of the citizens of Las Vegas. The College recognizes the significant planning and development that many entities including the City have undertaken to develop the northwest area of the City, of which the Campus will be a significant contributing part. It is not possible to identify at the time of the execution of this Agreement all of the details on uses, location and timing for development.

(a) Non-Use of the Site. The Parties agree that the College will be permitted

to and shall develop the Northwest Campus in its entirety and in accordance with this Agreement. The College will not convey its interest in the Site to another party, nor allow the Site to remain undeveloped.

(b) Third-Party Ground Leases. Portions of the Site may be the subject of a ground lease for development consistent with this Agreement.

3.05 State Public Works Board of Nevada. Any building or structure that is constructed on the Site will only be subject to this Agreement and to the laws, rules and requirements involving the SPWB pertaining to construction of any building on State of Nevada property or for which the money is appropriated by the Nevada Legislature. Nothing in this Agreement shall be interpreted to extend the City's jurisdiction over construction of any building constructed on State property beyond what is specifically provided for in this Agreement. Following acquisition of the federal patent for the Site, the SPWB is required by statute to be the building official, to review all plans and specifications, to issue building permits, to perform all inspections, and to issue the building occupancy report for buildings or structures constructed on the Site, so long as the Site remains the property of the State. In the event any portion of the Site is deeded to an entity other than the State following acquisition of such patent, the construction of any building on such portion shall be under the jurisdiction of the City which shall perform all of the above functions, and not the SPWB.

3.06 Modifications. The Parties agree that modifications of the Northwest Campus Design Standards are generally not in the best interests of the effective and consistent development of the Site.

However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Northwest Campus Design Standards to accommodate unique situations which are presented to the College upon the actual development of the Site.

Further, the Parties agree that modifications of the Northwest Campus Design Standards can change the look, feel and construction of the Site in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Northwest Campus Design Standards is the College entity itself and not a lessee or any other party.

(a) Applicant. Requests for all modifications of the Northwest Campus Design Standards may be made only by the College.

(b) Minor Modifications. Minor Modifications are changes to the Design Standards that include:

(i.) Changes in architectural styles, color palettes and detail elements.

(ii.) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

(iii.) Changes in building materials.

(iv.) Changes in landscaping materials, plant palettes and landscaping detail elements.

(v.) A change in an on-site private roadway (not major public roadway) that does not adversely impact traffic circulation or create a material impact and is approved by the Director of Planning and the Director of Public Works.

(c) Submittal, Review, Decision and Appeal.

(i.) An application for Minor Modification may be made to the Director of Planning for consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application;

(ii.) The Director of Planning may, in his/her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application, which decision is final unless it is appealed by the College pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the College, the decision of the Director of Planning may be appealed directly to the City Council.

(iii.) The College may appeal any decision of the Director of Planning to the City Council by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

(i.) Any application for a modification to the Northwest Campus Design Standards that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the City Council within forty-five (45) days of either the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable;

(ii.) Prior to City Council consideration of a Major Modification that increases density on the Site, the Master Developer shall meet and confer with the Director of Public Works or designee as to whether an update to the Master Studies is required. If the Director of Public Works or designee requires an update to one of more of the Master Studies, such update shall be prepared by the College and submitted to the Department of Public Works no later than fifteen (15) business days prior to the City Council hearing.

3.07 Entitlement Requests.

(a) Generally. The City agrees to cooperate reasonably with the College to:

(i) Expeditiously process all Entitlement Requests in connection with the Site that are in compliance with the Applicable Rules and Master Studies; and

(ii) Expeditiously process and consider all land use applications that require a public hearing and which may include special use permits or revisions to the site plan that increase height, density or commercial square footage beyond what is contemplated in this Agreement. These applications shall proceed directly to the City Council without consideration by the Planning Commission.

(b) Required Zoning and Master Plan Entitlement for Site. The Parties acknowledge and agree that the Site is currently master-planned and zoned as PF-TC (Public Facility - Town Center). The Parties further acknowledge that the unique circumstance of developing the Site as a college campus means that other uses not traditionally allowed on PF property will be permitted on the Site in accordance with Exhibit "D" and this Agreement.

(c) Subsequent Entitlement Requests. All subsequent Entitlement Request applications shall be processed by the City according to the Applicable Rules.

(d) Build-out Phases. College will generally develop the Campus over time as various relevant factors dictate from the east edge moving to the west, and will provide improvements to the east part first and thereafter continue to progress in its construction of improvements to the west part until the Site is wholly developed. The College shall solely determine the timing, order and phasing of the improvements on the Campus.

Notwithstanding on-site phasing, as set forth in Section 7.02, the extension of Grand Montecito Parkway will be constructed with the first phase, and other public transportation improvements will be phased as determined in the Master Traffic Study.

3.08 Dedicated Staff and the Processing of Applications.

(a) Dedicated Staff. City will endeavor but not be required to have at least one person in the various City departments that are reasonably knowledgeable for processing matters related to the Site. Such person will be at least generally familiar with the Site, including without limitation, the Applicable Rules. This sub-section applies to the following departments:

(i) Department of Planning and Development;

(ii) Building and Safety Department;

(iii) Public Works Department;

(iv) Right-of-way Section of the Department of Public Works;

(v) Traffic Division of the Department of Public Works;

(vi) Flood Control Section of the Department of Public Works;

(vii) Collection System Planning Section of the Department of Public Works:

(viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Site; and

(ix) Surveying Section of the Department of Public Works

(b) Processing. The Parties agree that the City will use its reasonable efforts to utilize such dedicated staff members for the processing of all Entitlement Requests, applications for Minor and Major Modifications and all other

requests related to the development of the Site in an expedient fashion according to the provisions of the Code.

3.09 Off-Premise Signs (Billboards) Prohibited. Off-Premise Signs are prohibited within the Site. No person or entity shall apply for the use of an Off- Premise Sign anywhere within the boundaries of the Site, and the City shall not approve or issue any permit for an Off-Premise Sign within the Site.

3.10 Blasting. The College agrees to comply with all Code and City policies as related to blasting. Notwithstanding the provisions of Section Two, such Code provisions and City policies may be amended at the City's discretion.

3.11 Property Dedications to City. Any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to the College from the United States of America).

3.12 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of the Site including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by the City shall apply to the development of the Site or portion thereof. Notwithstanding the foregoing, the City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.4, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Site, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain the City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, the College shall continue to be entitled to apply for and receive consideration of Entitlement Requests in accordance with the Applicable Rules.

3.13 Additional Property Not Included Within Development Agreement. The College shall not develop additional property as a part of the Site pursuant to the terms of the Applicable Rules that is not a part of the Property, without the amendment of this Agreement and City consideration of additional impacts to the City based upon the inclusion of such additional real property.

3.14 Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from the College, such documents as may be reasonably necessary to acknowledge that:

(a) the City has no lien on the Site as a direct result of this Agreement, or disclosure of any City liens that exist; and

(b) the City is not aware of a default of this Agreement by the College or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve the College of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.15 Franchise Agreements. The City warrants that it has entered into franchise agreements with all of the public utility companies that provide utility services within City of Las Vegas, specifically, Nevada Power Company, Embarq Corporation, Southwest Gas Corporation, and Cox Communication (the "Franchise Agreements").

SECTION FOUR
MAINTENANCE OF THE SITE

4.01 Maintenance of Landscape Areas. The College will maintain all landscaped areas within the Site and within the right-of-way abutting the Site that are installed by the College in good condition and repair to include maintaining clear Sight Visibility Restriction Zones (SVRZs) to the satisfaction of the Director of Public Works. The College shall submit encroachment agreements for landscaping within the Right-of-Way pursuant to the Applicable Rules. In addition, the College shall maintain in good condition and repair all sidewalks, private streets, drives and alleys, trails, amenity zones, drainage facilities and any landscaping in, on and around medians and public rights-of-way.

4.02 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the City-dedicated public street(s) (excluding any landscaping within the right-of-way), associated curbs, gutters, City-owned traffic control devices and signage, and streetlights upon City-dedicated public streets which are within the

Site and accepted by the City will be maintained by the City in good condition and repair at the City's sole cost and expense.

SECTION FIVE
PUBLIC FACILITIES

5.01 Post Office. The College acknowledges that the City committed a portion of the Site to the USPS to be used as a post office. The USPS has requested five (5) acres of land within the Site. Although the final location of the post office has not been determined, the College will provide such land to the USPS in a current "as is" condition and in a location that is mutually agreeable to the City, the College and the USPS. If USPS needs to acquire such location prior to College obtaining the patent for the Site, the City shall cooperate with USPS and BLM in relinquishing such location in favor of USPS. Neither the City nor the College will be responsible for any on-site grading, paving, utilities or construction of the post office. Nothing herein limits the College's ability to negotiate with the USPS for contribution for road improvements or any other costs or fees incurred by the College under this Agreement. If the post office has not pulled a building permit for its facility within six (6) years from the Effective Date, this section 5.01 shall cease to be effective and the five acres committed to the USPS can be developed by the College. In the event the USPS determines that it does not need a post office on the Site as evidenced in writing, the College is relived of its obligation to provide land for a post office within the Site.

5.02 Regional Transportation Center

(a) Design of the Regional Transportation Center. The Parties acknowledge that the RTC plans to construct a park-n-ride facility adjacent to the Site. It is currently anticipated that the park and ride facility may be developed to include one or more of the following:

(i) A transit center where passengers interchange from one route or mass transit vehicle to another that has significant infrastructure such as a waiting room, benches, restrooms, sales outlet, ticket or pass vending machines, and/or other services;

(ii) A parking garage and/or lot used for parking passengers' automobiles, either free or for a fee, while they use transit agency facilities. Park-and-ride facilities are generally established as collector sites for rail or bus service. Park-and-ride facilities may also serve as collector sites for vanpools and carpools, and as transit centers.

(iii) A kiss and ride facility where commuters who are passengers in non-transit vehicles are dropped off to board a mass transit vehicle.

(b) The College is not responsible for any infrastructure costs such as streets, lighting, grading, pavement or other costs associated with the construction of the RTC facility, other than as required by the Applicable Rules.

5.03 Other Public Facilities. City agrees that College shall have no obligation, other than those identified in this Agreement, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for public or civic buildings, inside or outside of the Site or otherwise provide or pay any further exaction, including, special assessment district assessments, other assessments or development fees, as a substitute therefore, including, without limitation, sites and related improvements and equipment for fire stations, police stations, schools and libraries. The College agrees that the City shall have no obligation, other than those identified in this Agreement and its normal and customary duties as a municipal corporation providing services to its constituents, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for the development of the Site.

5.04 Police and Fire Services. The City agrees that it shall provide, at its sole cost and expense, fire service to the Site and that no development within the Site will be denied or conditioned as a result of lack of police and fire services. City acknowledges that College maintains its own police department and other security services. The College police services are controlled by the LVMPD.

SECTION SIX
OPEN SPACE and PARKS

6.01 Parks and Open Space. The City agrees that the College shall not be required to provide any land for parks, public recreational uses or other public uses other than as the College determines is appropriate to achieve its educational purposes.

SECTION SEVEN
TRANSPORTATION

7.01 Mitigation of Off-Site Traffic Impacts.

(a) The College's obligation to construct or provide traffic improvements shall be limited to 1) its appropriate share and obligations related to the extension of Grand Montecito Parkway on the Site as set forth in Section 7.02 of this Agreement, 2) the expansion of Elkhorn Road to two westbound travel lanes

immediately west of Durango Drive, 3) improvements identified in the Master Traffic Study, and 4) bus turnouts, traffic chord easements, and similar features at various locations as identified on Exhibit "F". The College shall have no other obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, to provide land, facilities or improvements for road and motor vehicular traffic system or for any facilities, equipment or physical improvements that are a substitute therefore. The College agrees that except for public streets, all parking and paved traffic areas on the Site will be its responsibility.

(b) The College agrees that it shall pay the traffic signal impact fees provided for in City Ordinance 5644. In the event that the College is not required to obtain building permits from the City, the College agrees to pay traffic signal impact fees at the time the building permit is issued by the SPWB.

7.02 Grand Montecito Parkway.

(a) Grand Montecito Parkway is that road designed to go north and then west across the Site to Durango Drive from its current termination point at the intersection of Elkhorn Road. In general, the extension of Grand Montecito Parkway has been approved by the City.

(b) Grand Montecito Parkway ultimately may include, without limitation, curb, gutter, drainage and sewer facilities, sidewalk, street lights, pavement, striping, medians, landscaping, trails, amenity zones, and traffic control devices, including conduits and foundations and signage. The cost of the Grand Montecito Parkway will be allocated as follows:

The College shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway on the Site for any part of that extension where Grand Montecito Parkway is adjacent to land patented to and occupied by the College and where the RTC does not hold the right of occupancy on both sides of the proposed Grand Montecito Parkway. As long as the College has received the land patent for the Site, the College:

(i) shall fulfill its obligations of this sub-section when the College or the RTC is prepared to commence the construction of the extension of Grand Montecito Parkway, whichever may occur first.

(ii) RTC shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway except that RTC shall pay for all of the costs of the extension adjacent to the land where RTC holds

the right of occupancy on both sides of the proposed Grand Montecito Parkway.

(iii) The City shall cause a supplement to the Cooperative Agreement to be executed with and by the RTC which memorializes the cost responsibilities for the extension of the Grand Montecito Parkway as set forth in (i) and (ii) above.

(c) After road dedication to the City, the College shall submit to the City encroachment agreements for maintenance of the landscaping within the public right-of-way.

(d) In the event the RTC commences construction of the extension of Grand Montecito Parkway prior to the time the College has obtained the land patent for the Site, the City will be responsible for the costs of the extension which are not the obligation of RTC, and the College will reimburse the City those costs which the City has expended pursuant to this provision within sixty days of obtaining the land patent for the Site, or the City will defer the improvements to be completed by the College until the land patent is issued, and the College will commence these improvements within 60 days of obtaining the land patent for the Site.

7.03 Land Dedication. Notwithstanding anything to the contrary in this Agreement, the College and the City agree that the College will only dedicate rights-of-way required for the extension of Grand Montecito Parkway, the expansion of Elkhorn Road, and as set out on Exhibit "F".

7.04 Conformance to Master Studies. The Master Studies will be required after final consideration and approval of this Agreement by the City Council and after College receives the federal land patent for the Site.

The College agrees to construct and dedicate to the City all infrastructure necessary for the development of the Site as identified by the Master Studies and this Agreement. Such infrastructure improvements will be constructed in conformance with, in the manner of, and within timeframes delineated by the Master Studies and this Agreement. If there is a conflict between this Agreement and the Master Studies as to the timing of the construction and/or dedication of infrastructure improvements, the Master Studies shall control.

7.05 Acquisition of Rights-of-Way and Easements. The City acknowledges that certain rights-of-way and easements outside the boundaries of the Site may be necessary for the construction of the necessary infrastructure improvements. The City shall assist the College in obtaining the necessary rights-of-way, easements or other

interests not owned by the College necessary to construct the necessary infrastructure improvements.

With regard to any necessary roadways and/or necessary drainage and sewer corridors that are proposed to abut or cross BLM lands, the College shall submit all required documentation and applicable fees to the City to enable the City to acquire the necessary property or land patents from the BLM.

SECTION EIGHT
FLOOD CONTROL

8.01 Flood Control Facilities and Technical Drainage Studies. The College shall submit a Master Drainage Study addressing the overall drainage impacts to the Site and adjacent roadways. The phased development of the Site will require that a Technical Drainage Study be required for each phase of development. The Master Drainage Study and the Technical Drainage Studies for each phase of development shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The College agrees to implement the drainage study requirements and follow the recommendations of approval from the City of Las Vegas, with concurrence by the Clark County Regional Flood Control District and the Nevada Department of Transportation (NDOT). Drainage study updates may be required based upon the development phasing.

The drainage studies shall identify the necessary storm drain system and/or other mitigation measures needed to protect the Site development from the existing condition flows and the ultimate condition flows for both the 10-year and 100-year storms. The facilities identified in the drainage studies must be designed and constructed by the College with each phase of development and may include both on-site and adjacent off-site facilities. The College agrees that Grand Montecito Parkway may include storm drain facilities as determined by the drainage study for the Site. The College shall be responsible for paying the costs of constructing any facilities necessary, whether interim or ultimate, and shall comply with Section 7.05 of this Agreement regarding Acquisitions of Rights of Way and Easements to accommodate such facilities. All interim and on-site storm drain facilities must be maintained by the College. The College will not be responsible for the technical drainage studies for the USPS or RTC sites.

SECTION NINE
SANITATION

9.01 Sewer Capacity. The Parties agree that the City will provide sanitary sewer

service. The sanitary sewer point of connections will be the existing 8-inch sanitary sewer main located at the intersection of Elkhorn Road and Grand Montecito Parkway, an existing 24-inch sewer main located within the Durango Drive right-of-way and a 12-inch sewer main located in Elkhorn Road west of Durango Drive The College is responsible for design and construction of any sewer main extensions of adequate capacity to serve the Site and for sewer connection fees in accordance with the City's Municipal Code, Title 14. The College shall grant easements to the City for public sewer purposes to perpetuate the continuation of sewer lines prior to the installation of any sewer lines. Except as otherwise stated herein, the College shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any facilities, equipment or physical improvements relating to sanitary sewer service off-site to the College. All off-site sewer design and construction shall conform to the latest edition of the "Design and Construction Standards for Wastewater Collection Systems for Offsite Sewers". All on-site sewer design and construction shall conform to the latest adopted edition of the "Uniform Plumbing Code".

SECTION TEN
WATER

10.01 Water Supply. The Parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District ("LVVWD"). If, however, the City assumes any role in water allocation during the term of this Agreement, the City agrees it will endeavor to allocate or cause to be allocated to the College water in order that the development of the Site will continue uninterrupted. The City and the College will cooperate with the LVVWD in granting over their respective properties reasonable easements or rights-of-way either on or off site necessary for the installation of water facilities to serve the Site. NSHE or the College agrees to execute all Affidavits of Waiver and Consent forms required in order for water laterals and mains to be constructed.

SECTION ELEVEN
REVIEW OF DEVELOPMENT

11.01 Frequency of Reviews. As required by NRS 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term, the College shall provide and the City shall review in good faith a report submitted by the College documenting the extent of the Parties' material compliance with the terms of this Agreement during the preceding twenty-four

(24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response. The Parties shall be permitted an opportunity to be heard before the City Council regarding their performance under this Agreement in the manner set forth in the Development Agreement Ordinance.

11.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. The College shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Planning Director may, in his/her discretion, provide copies of the report to members of the City's Planning Commission for their information and use. Prior to submitting the report, the College may meet with the Planning Director to discuss the status of development of the Site.

11.03 Action by City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TWELVE
DEFAULT

12.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a thirty (30) day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which thirty (30) day period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the default cannot be reasonably cured within the thirty (30) day cure period, the non-compliant Party may timely cure the default for purposes of this Section Twelve if it commences the appropriate remedial action within the thirty (30) cure period and thereafter prosecutes such action to completion within a reasonable period of time. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than sixty (60) days from the date the sixty (60) day notice of default and opportunity to cure was mailed to the non-compliant party.

If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the alleged default is not corrected within the relevant

cure period, the party alleging non-compliance may elect any one or more of the following courses:

(a) City Manager/ President Resolution. The City Manager and the President of the College shall meet to discuss the alleged default and seek to resolve the matter in a mutually agreeable time frame.

(b) Mediation. The Parties shall submit the issues to mediation to attempt resolution.

(c) Arbitration. The Parties shall request the Chief Judge of the Eighth Judicial District Court to select an Arbitrator with experience in City planning and design standards to conduct arbitration and issue a decision which will be binding. No appeal of the arbitration decision can be filed by either party.

12.02 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to the other party within thirty (30) days after the commencement thereof, an automatic extension of time, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the City and the College. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section Eleven above.

12.03 Limitation on Monetary Damages. City and the College agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the City and the College may pursue any course of action or equity available for breach, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

12.04 Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

12.05 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any

failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

12.06 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

12.07 Default by City. In the event the City substantially defaults under this Agreement, the College shall have the right to terminate this Agreement as set forth in Section 12.01. Notwithstanding the forgoing, the College shall have the option, in its sole discretion, to maintain this Agreement in effect, and seek to enforce all of the City's obligations herein under the provisions set forth in Sections 12.01 and 12.03.

SECTION THIRTEEN
GENERAL PROVISIONS

13.01 Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless extended by written agreement executed by the City and the College or unless terminated earlier pursuant to the terms hereof. City agrees that the College shall have the right to request extension of the term of this Agreement for an additional fifteen (15) years upon the following conditions:

(a) the College provides written notice of such extension to the City at least one hundred-eighty (180) days prior to the expiration of the original thirty (30) year term of this Agreement;

(b) the College is not in default of this Agreement; and

(c) the College and the City enter into an amendment to this Agreement memorializing the extension of the term.

13.02 Financing. The College has previously provided financing commitments and options to the City in compliance with the MOU. The College shall have the sole discretion as to the form, amount and conditions of financing throughout the term of this Agreement. No obligation or requirement for financing is placed on the City.

13.03 Assignment to a Third Party. Assignment or a transfer of rights or obligations under this Agreement to a third person other than as provided herein is not a contemplated transaction under this Agreement. The College shall not sell or transfer any or all of its rights or obligations under this Agreement to a third person other than as provided herein without the approval of the City Council and any such unapproved transfer is void and is an immediate default of this Agreement notwithstanding the cure provisions of Section Twelve.

(a) To an Affiliate of College. Except as otherwise provided by Section 13.02(e), below, the rights of the College under this Agreement may be freely transferred or assigned to an Affiliate of the College provided that such entity shall assume in writing all obligations of the College hereunder in a form acceptable to the City, to be accepted by the City Manager.

(b) Transfer Not to Relieve the College of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Site shall relieve the College of its obligations hereunder as to the portion of the Site so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the College hereunder. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

(c) In Connection with Financing Transactions. Following its receipt of a patent for the Site, the College shall have full discretion and authority to encumber the Site or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

13.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may only be amended or canceled upon the mutual consent of the College and the City Council. Any proposed amendments shall be considered solely by the City Council.

13.05 Indemnity; Hold Harmless. To the extent limited in accordance with NRS 41.0305 to NRS 42.039, the College shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of College or those of its

contractors, subcontractors, agents, employees, or other persons acting on College's behalf which relate to the development of the Site. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives.

13.06 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

13.07 Relationship of Parties. It is understood that the contractual relationship between City and the College is such that the College is not an agent of City for any purpose and City is not an agent of the College for any capacity.

13.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:	CITY of LAS VEGAS 400 Stewart Avenue Las Vegas, Nevada 89101 Phone: 702-229-6501 Fax: 702-388-1807 Attention: City Manager	To College:	College of Southern Nevada 6375 West Charleston Blvd. Las Vegas, Nevada 89146 Phone: 702-651-5600 Fax: 702-651-5001 Attention: President
With a copy to:	CITY of LAS VEGAS 400 Stewart Avenue Las Vegas, Nevada 89101 Phone: 702-229-6629 Fax: 702-386-1749 Attention: City Attorney	With a copy to:	College of Southern Nevada 6375 West Charleston Blvd. Las Vegas, Nevada 89146 Phone: 702-651-7488 Fax: 702-651-7464 Attention: General Counsel

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

13.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and

conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

13.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of the College or approved by the City Council, as the case may be.

13.11 Recording; Amendments. In addition to the City Council approving this Agreement as set forth herein, the City shall also take all necessary steps to approve this Agreement by ordinance pursuant to NRS 278.0203 and subsequently thereto, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and the College in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and the College and shall be recorded in the Official Records of Clark County, Nevada.

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

. . .

. . .

. . .

. . .

. . .

. . .

. . .

13.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective on the day and year first above written.

CITY:
CITY COUNCIL, CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

JAMES B. LEWIS
DEPUTY CITY ATTORNEY

ATTEST:

CITY CLERK

By: _____
~~BEVERLY K. BRIDGES, CITY CLERK~~
By: Vicky Darling
Chief Deputy City Clerk

BOARD OF REGENTS of the
NEVADA SYSTEM OF HIGHER
EDUCATION on behalf of the
COLLEGE OF SOUTHERN NEVADA:

By: _____

Name: JAMES E. ROGERS

Title: CHANCELLOR

RECOMMENDED:

_____
DR. MICHAEL RICHARDS
CSN INTERIM PRESIDENT

APPROVED AS TO FORM:

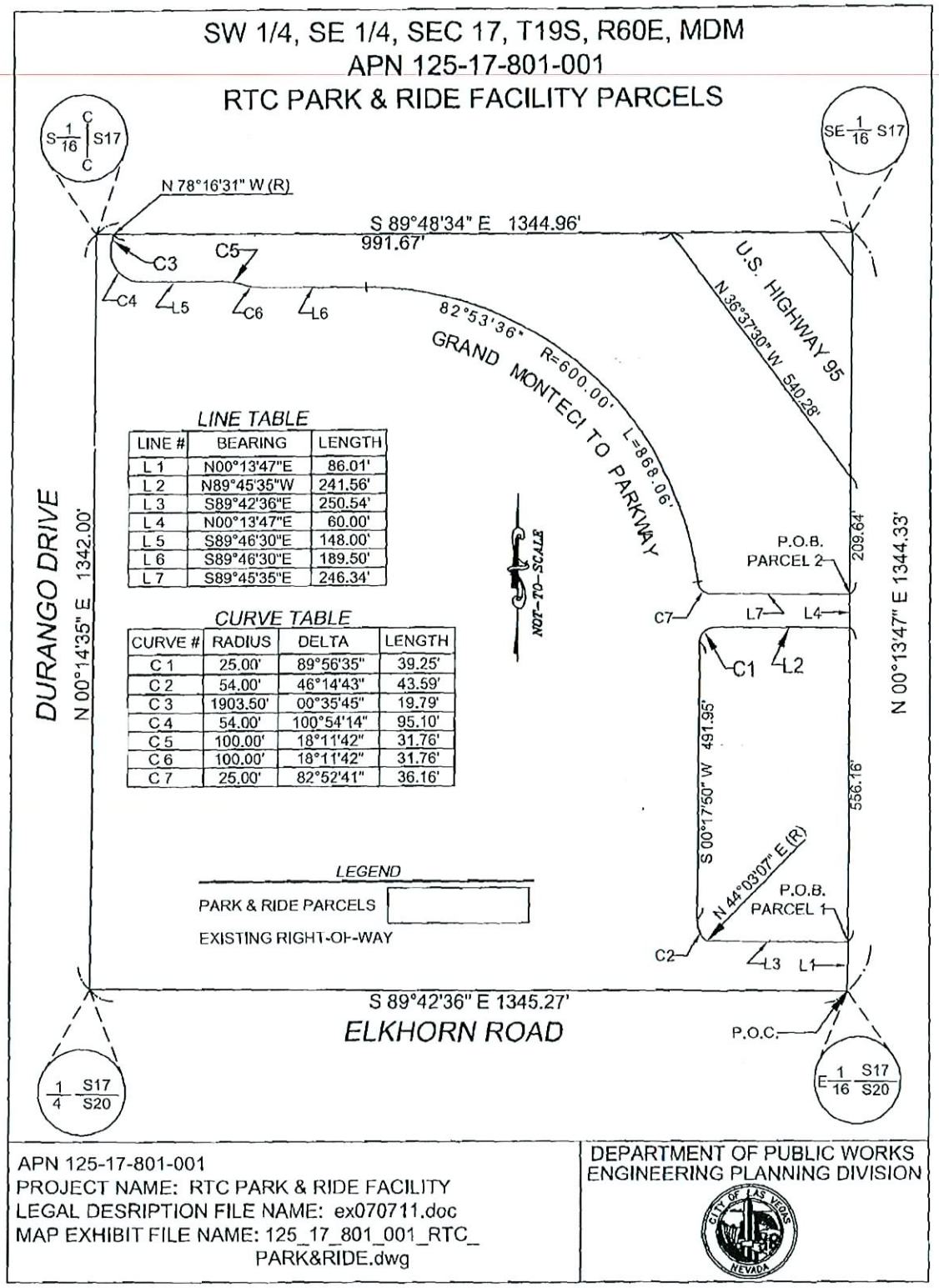
_____
RICHARD L. HINCKLEY
GENERAL COUNSEL, CSN

EXHIBIT A
Legal Description of Property

The lands described as follows:

Mount Diablo Meridian
T.195S., R. 60 E., Sec. 17
Government Lots 18, 19 & 20

EXHIBIT B



LINE #	BEARING	LENGTH
L 1	N00°13'47"E	86.01'
L 2	N89°45'35"W	241.56'
L 3	S89°42'36"E	250.54'
L 4	N00°13'47"E	60.00'
L 5	S89°46'30"E	148.00'
L 6	S89°46'30"E	189.50'
L 7	S89°45'35"E	246.34'

CURVE #	RADIUS	DELTA	LENGTH
C 1	25.00'	89°56'35"	39.25'
C 2	54.00'	46°14'43"	43.59'
C 3	1903.50'	00°35'45"	19.79'
C 4	54.00'	100°54'14"	95.10'
C 5	100.00'	18°11'42"	31.76'
C 6	100.00'	18°11'42"	31.76'
C 7	25.00'	82°52'41"	36.16'

APN 125-17-801-001
PROJECT NAME: RTC PARK & RIDE FACILITY
LEGAL DESRIPTION FILE NAME: ex070711.doc
MAP EXHIBIT FILE NAME: 125_17_801_001_RTC_PARK&RIDE.dwg

DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION

EXHIBIT B

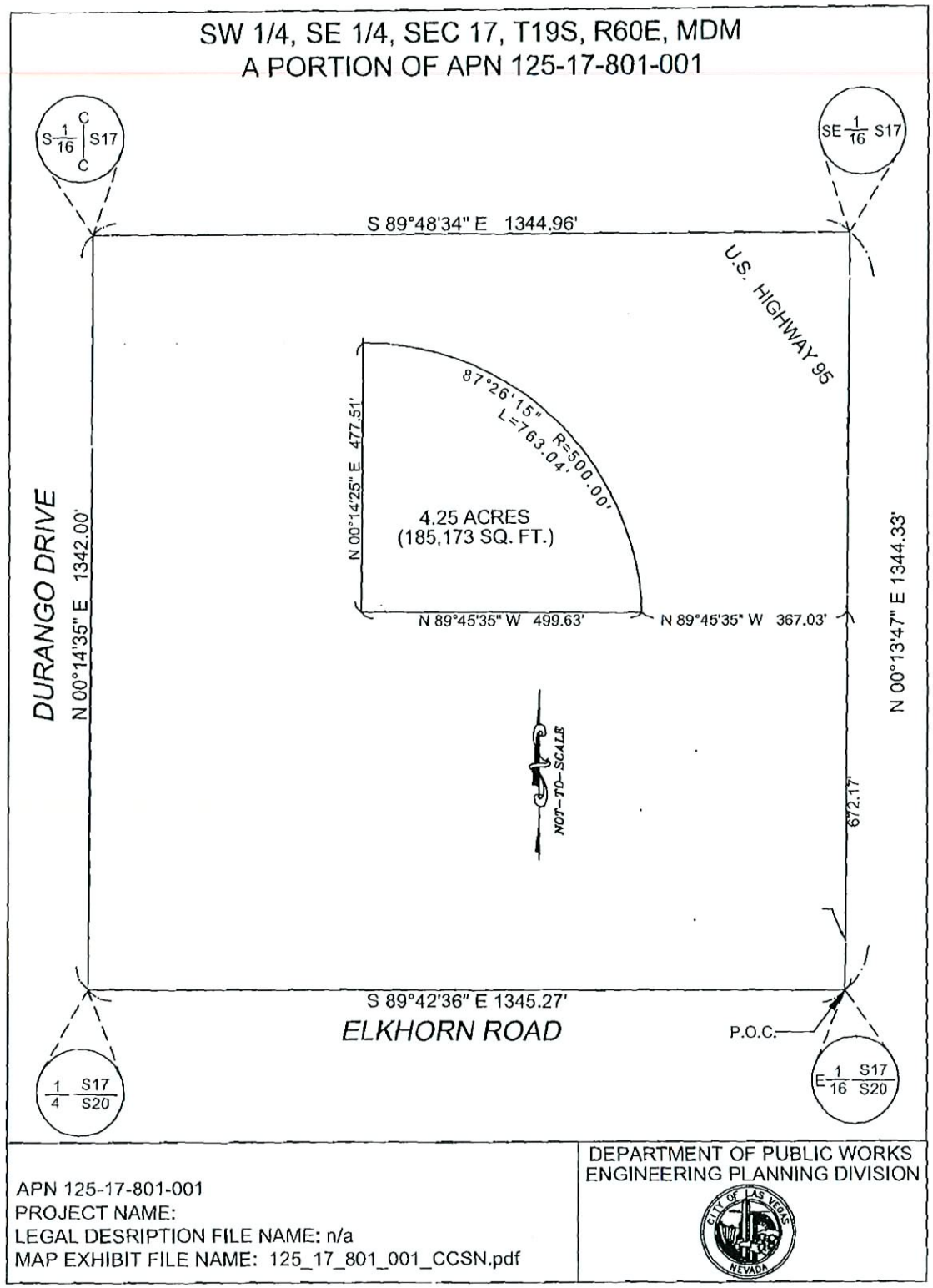
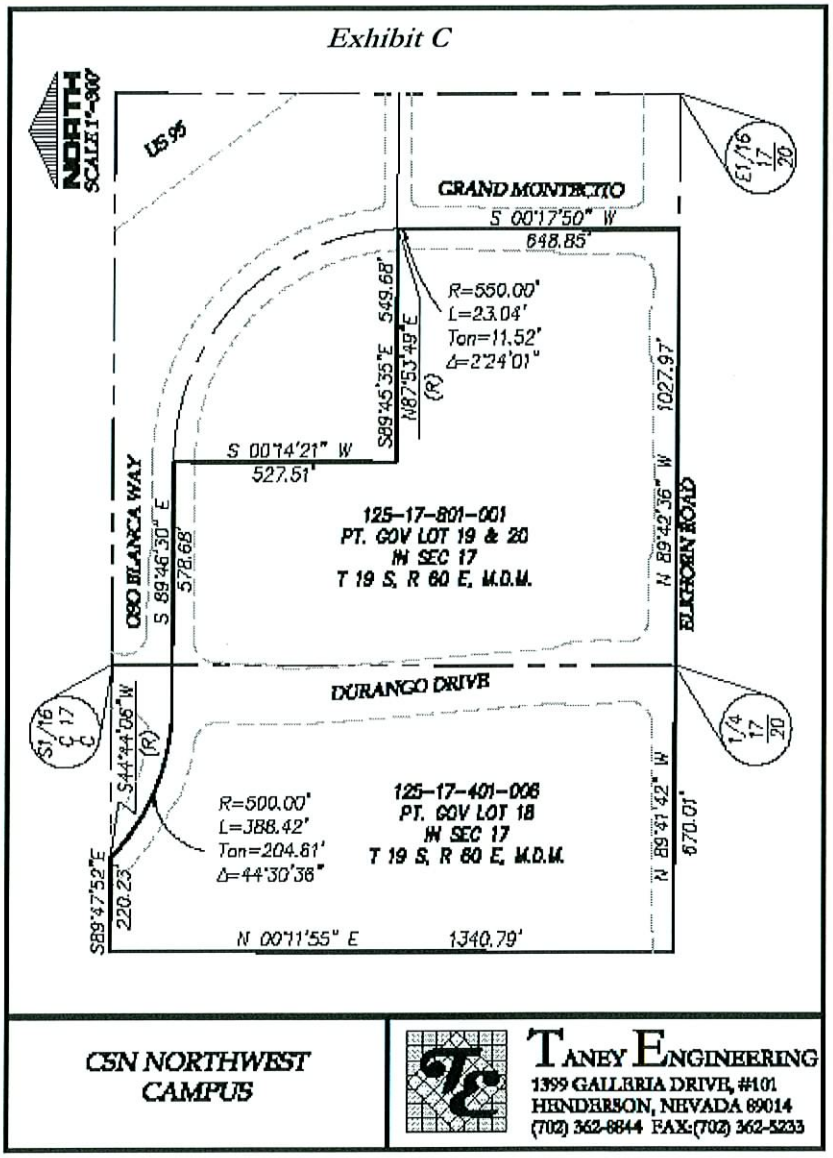

SW 1/4, SE 1/4, SEC 17, T19S, R60E, MDM
A PORTION OF APN 125-17-801-001
S 1/16 C S17 C
SE 1/16 S17
S 89°48'34" E 1344.96'
U.S. HIGHWAY 95
87°26'15"
L=763.04'
R=500.00'
N 00°14'25" E 477.51'
4.25 ACRES
(185,173 SQ. FT.)
N 89°45'35" W 499.63'
N 89°45'35" W 367.03'
DURANGO DRIVE
N 00°14'35" E 1342.00'
N 00°13'47" E 1344.33'
NOT-TO-SCALE
672.17'
S 89°42'36" E 1345.27'
ELKHORN ROAD
P.O.C.
1/4 S17 S20
E 1/16 S17 S20
APN 125-17-801-001
PROJECT NAME:
LEGAL DESRIPTION FILE NAME: n/a
MAP EXHIBIT FILE NAME: 125_17_801_001_CCSN.pdf
DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION
CITY OF LAS VEGAS
NEVADA

Exhibit C



CSN NORTHWEST CAMPUS

TANEY ENGINEERING
1399 GALLERIA DRIVE, #101
HENDERSON, NEVADA 89014
(702) 362-8844 FAX:(702) 362-5233

Exhibit C

LEGAL DESCRIPTION

THE PURPOSE IS TO DESCRIBE THE GROSS AREA OF THE NORTHWEST CAMPUS OF THE COLLEGE OF SOUTHERN NEVADA. THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION AND IS NOT THE RESULTS OF A FIELD SURVEY.

LYING WITHIN GOVERNMENT LOTS 18, 19 AND 20 IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE WEST LINE THEREOF NORTH 00°11'55" EAST, 1340.79 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89°47'52" EAST, 220.23 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 45°15'54" EAST ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 44°30'36", AN ARC DISTANCE OF 388.42 FEET; THENCE SOUTH 89°46'30" EAST, 578.68 FEET; THENCE SOUTH 00°14'21" WEST, 527.51 FEET; THENCE SOUTH 89°45'35" EAST, 549.68 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 02°06'11" EAST ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 02°24'01", AN ARC DISTANCE OF 23.04 FEET; THENCE SOUTH 00°17'50" WEST, 648.85 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 20; THENCE ALONG SAID SOUTH LINE OF GOVERNMENT LOT 20 AND THE CONTINUATION THEREOF NORTH 89°42'36" WEST, 1027.97 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 18, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 17 AND THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 19; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 18 NORTH 89°41'42" WEST, 670.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41.17 ACRES, MORE OR LESS

EXHIBIT D
Permitted Uses

USES	PF
Amphitheater	P
Animal Hospital, Clinic, Shelter, Without Outside Pens	C
Antique/Collectible Stores	P
Beer/Wine/Cooler On-Sale Establishment	S
Building and Landscape Material/Lumber Yard	S
Child Care Center	P
Church/House of Worship	P
College, University or Seminary	P
Commercial Recreation/Amusement (Indoor)	P
Commercial Recreation/Amusement (Outdoor)	S
Community Recreational Facility, Public	P
Convalescent Care Facility/Nursing Home	S
Copy Center	P
Dry Cleaners	P
Electric Utility Substation	S
Financial Institution, General (with Drive-Through)	S
Financial Institution, General (without Drive-Through)	P
General Personal Service	P
General Retail Store	P
Government Facility	P
Health Club	P
Helipad	S
High Density (25+ du/ac) Mixed Use	S
Home Occupation	P
Hospital	P
Hotel, Motel or Hotel Suites	S
Laboratory, Medical or Dental	P
Laundry Self Service	P
Library, Art Gallery or Museum (Public)	P
Medium Residential (12.1-25 DUA)	P
Museum or Art Gallery (Private)	C
Office, Medical or Dental	P
Office, other than listed	P
Parking, Commercial	P
Pet Shop	P
Post Office, Local Service	P
Private Club, Lodge or Fraternal Organization	P
Private Sports Arena, Stadium or Track	S
Public Park or Playground	P
Public or Private School, Primary	C
Public or Private School, Secondary	C
Radio, TV or Microwave Communication Tower	S
Restaurant (without drive-through)	P
Temporary Contractor's Construction Yard	TCP
Temporary Outdoor Commercial Event	TCP
Temporary Real Estate Sales Office	C
Trade Schools	P
Transit Passenger Facility	P
TV Broadcasting and other Communication Service	P
Utility Transmission Lines	C
Wireless Communication Facility	S

City of Las Vegas

COLLEGE OF SOUTHERN NEVADA NORTHWEST CAMPUS DESIGN STANDARDS



PLANNING & DEVELOPMENT DEPARTMENT

College of Southern Nevada
Northwest Campus
Design Standards

Table of Contents

A. INTRODUCTION 1
1. Purpose of the Northwest Campus 1
2. Concept 1
3. Purpose of the Design Standards 2

B. CIRCULATION 2
1. Streetscape Design Guidelines 2
a. Northwest Campus Street Hierarchy 2
b. Standards Applicable to all Northwest Campus Streets 3
c. Amenity Zones 4
d. Street Lighting 5
e. Driveways and Curb Cuts 5
f. Street Intersections 6

C. DEVELOPMENT STANDARDS 6
1. Architectural Features 6
a. Building Facade 6
b. Exterior Features 6
c. Building Height, Setbacks, and Build-to-Line 7
d. Roofs and Rooftops 7
e. Exterior Materials 7
f. Exterior Colors 8
g. Permitted 8
h. Prohibited 11
i. General Sign Design Guidelines 11
k. Sign Definitions 12
2. On-Site and Off-Site Improvements 14
a. Fences and Walls 14
b. Landscaping 14
c. Special Pavement and sidewalk Treatments 16
d. Setbacks 17
e. Street Lighting 17
f. Street Furniture 18
g. Parking Standards 18

3. Standards for Specific Uses and Activities.....20
a. Loading and Unloading Service Areas.....20
b. Mechanical and Electrical Equipment.....20
b. Mechanical and Electrical

Figures

Figure 1 Parkway (Durango).....22
Figure 2 Frontage Road (Grand Montecito).....23
Figure 3 Interior Campus Steet.....24
Figure 4 Primary Arterial (Elkhorn).....25
Figure 5 Intersection Type A.....26
Figure 6 Amenity Zone and Sidewalk Treatment.....27
Figure 7 Parkway and Arterial Tree Planting Layout.....27
Figure 8 Tree Grates.....27
Figure 9 Town Center Urban Zone.....28
Figure 10 Town Center Urban Core.....29
Figure 11 Overhead Lighting.....30
Figure 12 Decorative Lighting.....31
Figure 13 Benches.....32
Figure 14 Trash Receptacles.....33
Figure 15 Typical Landscaping Restrictions for the Visibility of Signs.....34

Maps

Map 1 Northwest Campus Street Classifications.....35
Map 2 Northwest Campus Height Restrictions.....36

A. INTRODUCTION

1. PURPOSE OF THE NORTHWEST CAMPUS

The College of Southern Nevada (hereinafter College or CSN) is the largest institution of higher learning in Nevada based on full time-equivalent student count. It currently operates three major campuses in the northeast, southeast and southwest areas of the Las Vegas valley. As a result of overall growth in the valley and the extensive development of the northwest, commute times for students/potential students who reside there have continued to increase. The Cheyenne and Charleston campuses will be fully developed in the near-term and student enrollment has expanded to current physical capacity. Growth has continued to boom in the northwest area of the valley, and CSN proposes to develop a northwest campus (hereinafter NW campus) to serve the needs of those residents. The northwest community is not currently served by any NSHE institution.

The area surrounding the Northwest Campus is already somewhat developed in a mixed-use fashion, and will continue to fill out in like fashion. CSN's NW campus is proposed to match the look and activity of the existing Northwest Campus development. The NW campus will not be designed and built in the traditional mold of a college campus and will not present the same 'look' as its other three main campuses. CSN proposes to initiate this new brand as a dynamic and progressive educational institution.

2. CONCEPT

The concept of CSN's NW campus is to combine education with real world experience in an academic urban village. The campus will provide a world-class learning environment that creates a state-of-the-art mixed used learning, working, leisure, and living environment that attracts students, faculty, and community and business partners. The campus will consist of mixed use educational facilities served also by various complimentary businesses, offices, clinics and much more. A large percentage of CSN students study health sciences, applied sciences and technology, and other areas leading directly in a short period of time to the ever expanding workplace. Once the campus is fully realized, it will be a vibrant activity center where students can both learn and gain work experience while

also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this urban village campus concept is to provide student services in a highly accessible one-stop storefront environment.

CSN's NW campus will be realized in multiple phases. This document forms the initial design standards and commitment to building standards appended to the Development Agreement entered into with the City of Las Vegas (hereinafter City).

Each building proposed for the NW campus will be evaluated and designed to be a mixed use structure capable of housing a variety of functions. Public private partnerships, long-term leases, short-term tenancy, and other structures are all possible to maximize the efficiency of education, real world experience, and support services. Initial building(s) will also provide student administrative services.

The campus improvements will look to provide a sustainable, low energy and low water use development. It will also be the objective of the College to develop the campus at a density to maximize efficient use of land and resources. The site should have a campus feel, rather than appearing like The District -- the college function should be readily identified through the architecture, public spaces, etc.

3. PURPOSE OF THE DESIGN STANDARDS

CSN provides this appendix to the Development Agreement to guide the physical development for its unique study/work/services NW campus. Development of the campus will incorporate consistent standards and themes to provide a visually attractive and efficient urban campus village. There will be a compatibility of building scale, color, materials, and design motifs, allowing the various structures to blend together in a harmonious manner. Essential to creating this sense of a quality learning and working environment is a commitment to the characteristics of development and design standards outlined in this document.

B. CIRCULATION

1. STREETSCAPE DESIGN GUIDELINES

Streets are the organizing feature around which buildings and open space will be developed. The role they play must be identified within the urban context in terms of hierarchy, image, character and the functional requirements of linking land uses.

a. Northwest Campus Street Hierarchy



Streetscape

There are four (4) types of streets or roadways within or adjacent to the Northwest Campus. These streets are depicted in Figures 1 through 4. The designation and right-of-way width of each of these streets are as follows:

Street Type	Right-of-Way Width
Parkway (Durango)	120 Feet
Frontage Road (Grand Montecito)	90 Feet
Interior Campus Streets	80 Feet
Primary Arterial (Elkhorn)	100 Feet

These streets are based on the Town Center Street guidelines. If changes to the guidelines are made due to safety reasons, the Northwest Campus standards will be amended for prospective applications.

Each type of street within the Northwest Campus shall be designed to be pedestrian-friendly and shall have a distinctive character that includes the adjacent setbacks, landscape, and plazas, and compliments the building articulation.

All streets shall conform to the Uniform Standard Drawings for Public Works Construction, Clark County Area. The standards for the Northwest Campus streets shall be applicable in the areas of the Northwest Campus depicted on Map 1, "Northwest Campus Street Plan" Map.

The following criteria are intended to provide an answer to potential future conflicts. Other criteria may be developed in the future as the need arises under particular conditions.

1. All public right-of-way shall be as shown in Figures 1 through 4. Encroachment agreements shall be required for all landscaping in the public right-of-way.

b. Standards Applicable to All Northwest Campus Streets

1. Street Furniture - Locational requirements for street furniture are described below. For specific details concerning the design of street furniture, refer to Section C.2.f of these standards.
2. Trash receptacles - trash receptacles shall be provided at every corner of each intersection.

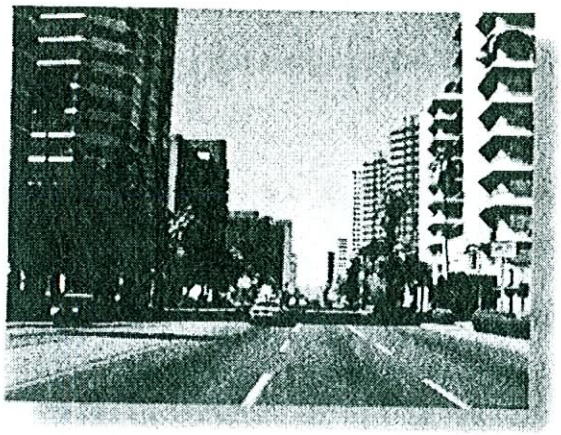
3. Bicycle racks - bicycle racks shall be provided in conjunction with the benches at bus stops and near the entrances of businesses.

4. Amenity Zone – an Amenity Zone is an area, located between back of curb to the sidewalk, which will be landscaped and improved as described in these standards. Streetlights, benches and trash receptacles on a patterned hardscape area will be incorporated in the Amenity Zone.

5. Principle Characteristics of Streets
   a. All sidewalk patterns shall conform to the Northwest Campus Standards for Special Pavement and Sidewalk Treatment. (See Section C.2.c).

   b. All medians shall be landscaped using a mix of drought tolerant trees, plants, and shrubs in the following manner: at least 20 percent of the landscaping shall consist of palm trees, at least ten percent of the landscaping shall consist of flowering trees; at least five 5-gallon flowering shrubs shall be planted per tree; a combination of other plant materials shall be used to obtain at least 75 percent coverage within three years of normal growth after installation. Trees must be evenly distributed within the median. Median islands shall not be less than four feet from back of curb to back of curb at the narrowest sections. The landscaping for the four foot medians shall consist of a combination of decomposed granite, Mojave Gold, larger accent boulders, ground cover as desired and Mexican Fan Palms spaced 35 feet on-center beginning 50 feet from median bull nose.

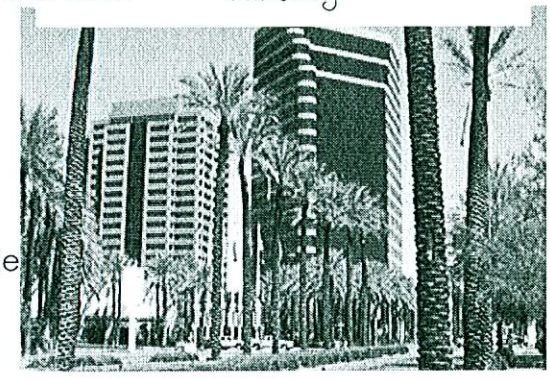
c. Amenity Zones



1. **Parkway and Primary Arterial Amenity Zones** - (Figure 7) trees shall be installed 35 feet on-center in an alternating pattern consisting of one shade tree and two palm trees with decomposed granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. At the time of placement of trees, a minimum clearance of 7 feet measured from the bottom of the tree canopy to the roadway surface must be maintained at all times.

2. **Frontage Road Amenity Zone** – the four foot zone which exists between the curb and a five foot sidewalk shall be planted with Mexican Fan Palms measuring twenty feet BTH (Brown Trunk Height) at a

Parkway



distance of 35 feet on center with Decomposed Granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one-third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. Hardscape areas of standard gray concrete with broom finish (expansion joints at five foot intervals to match the sidewalk)
shall be located to coordinate with required street furniture, amenities and crosswalks. These hardscape areas shall occur no less than every three Palm Trees or 105 feet on-center and shall measure not less than fifteen feet long and four feet deep. A five foot sidewalk of standard gray concrete with broom finish and expansion joints every five feet shall be located between the four foot Amenity Zone and a ten foot landscape setback as required by Title 19A.

3. **Interior Campus Street Amenity Zone** – This zone shall include single alternating shade trees and flowering trees at intervals of 30 feet on-center. Two accent trees shall be installed in each Amenity Zone at every intersection except at intersection with a public street.
4. Tree placement with respect to intersections on public streets shall conform to figure 15.

d. Street Lighting

All street lighting shall be overhead and shall conform to Uniform Standard Drawings for Public Works Construction, Clark County Area and the standards set forth in Figures 1 thru 4.

e. Driveways and Curb Cuts

In general, curb cuts for driveways shall conform to the Uniform Standard Specifications of Public Works for the construction of off-site improvements. However, along Durango and Elkhorn, vehicular access from the public right-of-way is prohibited and driveway curb cuts shall not be permitted, unless the curb cut is an Interior Campus Road.

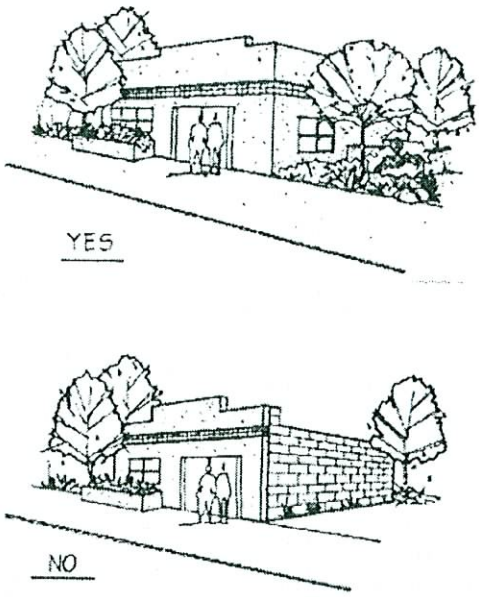
f. Street Intersections

All street intersections in Northwest Campus shall be constructed in conformance with the Uniform Standard Specifications of Public Works for the construction of off-site improvements. Interior Campus Street Intersections will be constructed per Figure 5.

C. DEVELOPMENT STANDARDS

1. ARCHITECTURAL FEATURES

In all cases, architectural features shall contribute to an attractive, integrated environment consistent with the intent of the Northwest Campus Land Use Plan and the adjacent neighborhood or projects.



Building Facade.

a. Building Façade.

In addition to meeting building height, step back and exterior materials requirements, building design shall incorporate patterns and materials that are visually interesting, particularly at street level. This must be accomplished through the use of a combination of expression lines and areas, and features of the facade that include changes in material, color and/or relief.

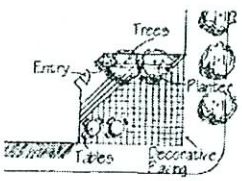
b. Exterior Features

The use of visually interesting features such as awnings, signage, windows and doors are required, particularly along primary pedestrian routes. At a minimum, all proposed applications shall adhere to the following standards.

1. Walls on primary pedestrian routes along Durango and Elkhorn shall have a minimum of 70 percent clear glazing at the ground floor level.
2. Glazing shall not exceed 75 percent coverage of any building elevations excluding the ground floor where a specific percentage applies.
3. Dark tinted glass is prohibited at the street level.
4. All external stairwells throughout Northwest Campus shall be covered in a finish that matches or complements the exterior finish of the building.

c. Building Height, Stepbacks, and Build-To-Line Standards

Maximum building heights, stepback and build-to-line requirements are intended to ensure that structures have consistent height, bulk and mass relationship to one another. All development shall conform to the height requirements shown in Figures 9, 10 and Map 2 "Northwest Campus Site Plan".



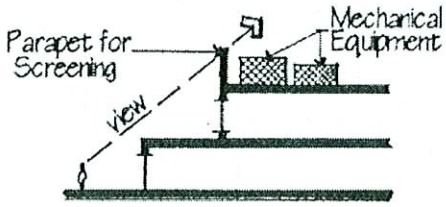
1. Stepback requirements are intended to provide visually interesting building elevations, reduce the street canyon effect and lessen



the effect of strong winds at the street level. All development shall conform to the stepback requirements shown in Figures 9 and 10.

2. Buildings along primary pedestrian corridors must abut the build-to-line on the side of the building facing the street. Minor variations may be provided to allow the articulation of decorative features such as columns and pillars.
3. Build-to-line requirements apply only to the first three stories or the first 36 feet of building height, whichever is greater.
4. A minimum of sixty percent of the ground level uses abutting Durango and Elkhorn shall be commercial, retail, entertainment or similar uses. The 60 percent use calculation shall be based on the linear street frontage of each building. The remaining 40 percent shall be used as open space such as a plaza, courtyard, patio, etc.
5. Outdoor dining areas and sidewalk cafes are encouraged.

d. Roofs and Rooftops.



Roofs and Rooftops

Roofs and rooftops shall be designed with consideration given to appearance. The following standards apply to all roofs and rooftops.

1. Highly reflective materials or contrasting colors are prohibited on sloping roofs.
2. All roof mounted equipment or other obtrusive features shall be screened from view on all sides and from the top or painted to match the roof or parapet.
3. An articulated roof line or cornice is to be designed as a major feature at or near the top of all building walls.

e. Exterior Materials.

It is the intent of the exterior materials standards to encourage creative expression. Exterior materials of all buildings shall contribute to a cohesive physical environment and convey a sense of timelessness. Because they do not meet these standards, the following exterior materials are prohibited:

1. Mirrored glass
2. Wood and asphalt shingles
3. Corrugated fiberglass
4. Exposed, unfinished tilt-up concrete
5. Plastic laminate
6. Neon

The use of a variety of materials, including brick, stone and imitation stone, on all exterior surfaces is encouraged.

f. Exterior Colors.

Developers are urged to concentrate richer and high quality materials on the ground floor of buildings within the Northwest Campus. To emphasize the continuous plane created by the street-wall, consistency and coordination of texture and color is essential to maintain a homogenous streetscape. Exterior materials such a stucco and sandblasted concrete may be used with a smooth finish. Some minor areas of the exterior may have a lightly textured surface. Large areas of flat uniform texture, unarticulated, windowless or mono-color building face should be avoided.

The use of color will dramatically affect the visual appearance of buildings. It will affect the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels and sills. Color will also be a significant element in unifying and identifying individual developments to create a visually coherent streetscape. Color must be carefully considered in relation to the overall design intent.

Careful attention should be given to developing a palette of color used on each building. The palette is a range of basic and accent colors which may be used. Light, pastel, earth tone and other colors common to the Las Vegas valley and its surroundings, or the southwest region, should be used as a background or field colors. Accent colors can be used to highlight building elements and to reinforce appropriate scale and proportion. The selected palette should promote a selection of colors taken from the natural landscape and used in the same proportion as in their natural element.

g. Permitted Signs.

The purpose of sign regulations within the Northwest Campus is to: 1) encourage creativity; 2) promote continuity; 3) reduce conflicting design among signs; and 4) enhance the overall appearance of the Northwest Campus.

Any sign proposed that is not expressly permitted by the sign provisions of these standards is prohibited.

1. Sign Standards for Northwest Campus
   A. Ground (Freestanding) Signs
      The maximum allowable combined sign area for all Ground Signs: One (1) square foot of signage per 150 square feet of gross floor area.
      1. Monument Signs
         Specific Design Standards
         a. Height: 8 feet maximum.
         b. Area: 75 square feet maximum.
         c. Quantity: One sign per 400 lineal feet of street frontage. Parcels less than 400 lineal feet of street frontage are permitted one (1) sign per street frontage.
         d. Setback: 5 feet minimum.

e. Illumination: Must be designed so as to avoid any fugitive light. No exposed neon is permitted.
f. Must be compatible with the architecture and scale of on-site building(s).

2. Pylon Signs are not permitted

B. Wall Signs

No wall sign that faces existing residential development that is outside of the limits of the Centennial Hills Northwest Campus shall be permitted.

Specific Design Standards:

1. Area: The total area of all signs per building elevation shall not exceed 15 percent of the total square footage of each elevation.
2. Height: Shall not extend above roofline of building unless it is part of an architectural feature.
3. Illumination: Prefer internal. External illumination is allowed provided it is integrated architecturally within the design of the building. No exposed neon is permitted.
4. Wall sign may be a cabinet or consist of channel letters.

C. Signs that mechanically or electronically display only the time and temperature.
D. Development entry statement signs per LVMC 19.14.050.B.
E. Political signs per LVMC 19.14.090 (B).
F. Construction signs per LVMC 19.14.070 (F)
G. Community Interior Directional signs per LVMC 19.14.050 (A) and an architectural review.
H. Marquee signs per LVMC 19.14.060 (F) (6).
I. Modular awning signs no greater than 25 square feet in size.
J. Changeable copy signs for theater marquees, convention-centers, business directories, churches, museums, educational facilities and nonprofit organizations.

2. Signs Permitted Without a Certificate

Except as otherwise specifically provided in this manual, the following signs and similar devices are permitted in the Northwest Campus, subject to the specified conditions, without the issuance of a sign certificate.

A. Decorations. Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.
B. Traffic Control Signs on Private Property. Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort.
C. Official Flags Of Governments And Governmental Agencies. Flags of the United States, state flags, municipal flags, flags of foreign nations

and any other flag representing a government or governmental agency, provided that.

1. The flag is not flown from a pole the top of which is more than 40 feet in height.
2. No more than one flag for any one governmental unit or nation is permitted on each parcel of land.
3. No more than four flags are permitted on the same parcel of land.
4. Any flag on a roof can only be a total of 40 feet high measured from the building's foundation.

D. Official Flags Of Private Entities. Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

1. The flags do not exceed 60 square feet in area.
2. The flags are not flown from a pole the top of which is more than 40 feet in height.
3. No more than one flag is permitted on each parcel of land.

E. Incidental Signs (Attached or Freestanding)

1. Non-directional Signs.
   a. Maximum Number. There is no specific limit on the number of signs.
   b. Maximum Area. Incidental signs, including warning and trespassing signs are permitted without review if they do not exceed four square feet in size or nine square feet for an incidental sign set back at least 30 feet from the right-of-way.
   c. Maximum Height: Five feet.
   d. Minimum Setback: Five feet from all property lines.
   e. Additional standards, including district variations. Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit" and generic directions such as "office," "ATM" or "stores." No such sign shall carry any commercial message whatsoever.
2. Directional Signs on private property. Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use. Such signs shall be limited to:
   a. Type: Wall and freestanding signs.
   b. Maximum Number: Two per driveway or vehicular access except that any such sign not legible from the public right-of-way shall not be counted in this limitation.
   c. Maximum Area: 12 square feet. If the sign includes a business name or logo, it shall not comprise more than 50 percent of the permitted sign area.
   d. Maximum Height: Seven feet.
   e. Minimum Setback: Five feet from all property lines.
   f. Illumination permitted: Internal illumination only. No exposed neon is permitted.

h. Prohibited Signs.

The following signs, as defined in LVMC 19.20.020, are prohibited in the Northwest Campus:

1. Off Premise Signs.
2. All signs prohibited in LVMC 19.14.030 (C).
3. All signs not expressly permitted by the sign provisions of these standards.
4. Animated signs except as permitted in Section C.1.g of this manual
5. Changeable copy signs, except for the following (which are permitted): theater/marquee signs, convention signs, business directories, church or museum signs, gasoline price signs, educational facility, non-profit organization or club signs, traffic signs, and signs for special events as defined in LVMC 6.78.010.

i. General Sign Design Guidelines.

The following guidelines shall be considered when reviewing signage within the Northwest Campus:

1. Signs that identify a business shall fit within the architectural frame or sign band of the building elevation. They shall not overpower the façade or its surrounding streetscape.
2. Signs shall be easily read from the pedestrian level. Suspended signs are allowed provided they are well crafted. Such signs may display a logo of the business.
3. Brevity is encouraged in sign messages.
4. Easy to read typeface is encouraged.
5. Colors should be selected to contribute to legibility and design integrity.
6. There should be a significant contrast between the background and the letter or symbol colors.
7. The use of more than three colors on any single sign is discouraged.
8. Signs should be placed in such a way as to clearly indicate the location of access to a business.
9. Signs shall be sized in a manner that is consistent and compatible with the scale of the building elements in the façade.
10. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
11. Irregularly shaped signs are discouraged.
12. Lettering shall not occupy more than 75 percent of the sign face.
13. Sign design shall be consistent with the building on which it is placed.
14. Directional signs shall be placed perpendicular to approaching vehicular traffic.
15. Signs shall be located such that sight visibility is maintained.

a. Guidelines Specific to Wall and Building Signs.

In addition to the Sign Design Guidelines noted above, the following guidelines shall be considered when reviewing signage to be placed on all exterior walls and building facades.

1. Exterior wall and building signs shall not be permitted above the bottom of the second floor window line except for hotels and high-rise buildings which may have a sign panel just below the roof line of the sole purpose of identification. Building Letter identification signs shall be an exception.
2. Sign colors shall be compatible with all other signs on the same building and all other signs on the parcel. Cabinet signs may be used when a wall sign is 50 square feet or less. For wall signs over 50 square feet, the signs shall consist of channel letters.
3. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
4. Wall sign placement shall establish façade rhythm, scale and proportion.

k. Sign Definitions

Address Sign: A sign consisting of numerals and letters identifying a property address. Letter and numeral height shall not exceed12 inches.

Area: See LVMC 19.14.030.A.

Community Interior Directional Sign: A sign which is constructed within the interior of a development to provide identification and direction to various buildings, residences and major amenities such as parks, schools, pedestrian trails, bike paths or similar community facilities, within the development.

Channel Letters: A wall sign that consists of individual letters that is affixed directly to the face of the wall.

Development Entry Statement Sign: Any permanent on premise architectural design statement or feature sign at the entrance to a commercial development, subdivision, condominium complex, apartment complex or identifiable community that serves to announce the identity of the development where the sign is located. In order to qualify as this type of sign, the sign shall not contain the name of the developer, contractor, or business(es) in or of the project or subdivision.

Ground (freestanding) Sign: Any sign supported from the ground by one or more poles, or similar upright structures or supports that are anchored in the ground and that are independent from any building or other structure.

Height: See LVMC 19.14.030.B.

Internal Illumination: The light source of the sign is behind the channel letters or within the sign cabinet.

Marquee Sign: Any sign attached to, in any manner, or made a part of a marquee.

Monument Sign: Any sign that stands independently from any building or other structure and are attached to and wholly supported by a solid base, such as brick or concrete, and where the lineal width of the sign is greater then the lineal height of the sign.

Political Signs: Any sign advertising the candidacy for the office of any person or any sign advertising support or non-support of a candidate for office or of an action on a ballot matter of a primary, general or special election.

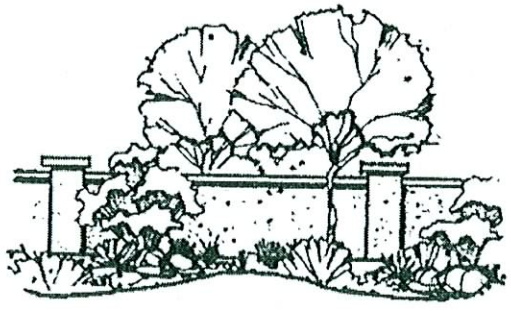
Projecting Sign: Any sign affixed to a building in such a manner that its leading edge extends more than 12 inches beyond the surface of the building. The term does not include a lighted or non-lighted decorative awning or canopy.

Pylon Sign: A sign that is mounted on freestanding poles or other similar upright structures, that are wrapped by metal, wood, stone or brick, so that the bottom edge of the sign face is six feet or more above grade, and where the lineal height of the sign is equal to or greater than the lineal width of the sign.

Suspended Sign: A sign that is suspended from the underside of a horizontal plane surface and is supported by the surface.

Wall sign: Any sign (other than a projecting sign) that is attached parallel to a wall or building. The sign may be painted on or erected upon the building, but shall be confined within the limits of the building elevation to which it is attached. The wall of the building to which it is attached shall support the sign. Only one sign surface shall be displayed.

2. ON-SITE AND OFF-SITE IMPROVEMENT



Fences and Walls.

a . Fences and Walls

1. Screen walls, fences and retaining walls shall be designed and constructed in conformance with Northwest Campus setback requirements.
2. Screen walls shall be composed of 100 percent decorative material in accordance with the standards of the city of Las Vegas and shall include 20 percent contrasting material and color. Neither contrasting texture of the same material nor light to dark variations of the same color are permitted. SVRZ in accordance with U.S.D. #201.2 shall be maintained.

3. Chain link fences are not permitted within the Northwest Campus except on temporary construction sites.
4. Razor wire and barbed wire are not permitted within the Northwest Campus.

b. Landscaping

These standards are intended to assist the designer in achieving a quality design that will enhance the development of Northwest Campus. With these standards, developments will have the appearance of high quality, design compatibility will be assured, water will be conserved and the overall value of Northwest Campus will be enhanced.

All required landscaping shall be installed as soon as permitted by standard seasonal planting practices. Dead vegetation shall be promptly removed and replaced, based on standard seasonal planting practices, with healthy, living plants in all landscaped areas.

All landscaped areas shall be landscaped with a combination of plant materials tolerant of the Las Vegas climate. The booklet, "Desert Demonstration Gardens, Self Guided Tour and Southern Nevada Plant List" (1996) by the Las Vegas Valley Water District is recommended to designers as a resource of climate tolerant plant materials.

1. Street trees shall be planted along every street within the Northwest Campus and shall be included in all plans for street improvements in accordance with the Northwest Campus Street Hierarchy.

2. Four types of trees shall be used in combination throughout the Northwest Campus:

    a. Palm Tree: Washingtonia Robusta Hybrid (Mexican Fan Palm), at least 25 feet in height at the time of installation.

    b. Shade Tree: Fraxinus Velutina Rio Grande (Rio Grande Ash), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

    c. Accent Tree: Chitalpa Tashkentensis (Chitalpa), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

    d. Flowering Tree: Robinia Ambigua "Purple Robe" (Purple Robe Locust), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

3. To determine the required theme and planting rhythm along a particular street, refer to the Streetscape Design Standards.

4. Approved street trees shall be planted within the amenity zone and regularly spaced. A tree grate measuring four feet square shall be installed at the base of each tree. All trees within the amenity zones shall have the standard decorative cast iron grates illustrated in Figure 8, as specified by the city's Public Works requirements.

5. Maintenance of medians, amenity zones and landscaped trails shall be the responsibility of the Master Developer. The City may take appropriate action as needed to remedy any non-compliance of proper landscaping maintenance posing a problem. The Master Developer may be held responsible for reimbursing the City for any cost incurred by such action.

6. Landscaping requirements for Temporary Parking Lots. Due to the nature of the Northwest Campus, temporary parking lots will be required. As build-out of the Northwest Campus occurs and it becomes necessary to utilize the available ground for buildings, parking structures will be built as a means of reducing the amount of ground level parking area. In an effort to conserve public funds, the temporary ground level parking lots will have reduced landscape requirements. To maintain the aesthetic appeal of the area, any area of parking lot which abuts a public street shall be screened by landscaping or landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. The area shall have a two inch layer of ground cover or rock mulch, and a minimum of eight shrubs of five gallon size and twelve plants of one gallon size per 300 square feet of landscaped area. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

7. Open air courtyards, plazas, open space, patios and gathering places, together with public amenities such as fountains, arbors, arcades, cloisters and landscaped corridors, paths or lanes, will be required of all projects. The parking lot landscaping, landscaped areas, buffers and landscaping in setback areas, together with the above, will account for the required open space. Developments shall be designed to enhance pedestrian activity.

   Plans submitted for development review shall include analysis of proposed landscaping to ascertain compliance with LVMC 19.06.110.E.

8. Landscape Specifications - Plant material shall be chosen from the following approved plant pallet.

	Scientific Name	Common Name
Mexican Fan Palm:	Washington Robusta	20' BTH (Brown Trunk

(Amenity Zone and Median) (10' landscape setback)	Hybrid	Height)
Selected Ground Covers	Verbena pulchella Dalea capitata Lantana Montevidensis Baccharis 'Centennial'	Purple verbena Green dalia Trailing yellow lantana Dwarf coyote bush
Selected shrubs	Leuophyllum species Salvia species Muhlenbergia species Cassia species	Texas sage Sage Deer grass Cassia
Decompressed Granite	Mojave Gold	3"-5" screened @ 6' depth

c. Special Pavement and Sidewalk Treatments

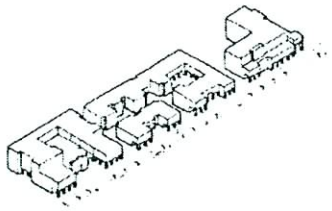
A special paving pattern is established and required for the Northwest Campus as a unifying element for pedestrian enjoyment. The typical pattern is composed of three major elements: an amenity zone, the sidewalk and the accent patterns at street intersections and driveways. These treatments shall be incorporated in all streetscape designs along Durango and Elkhorn Roads in the Northwest Campus.

The following paragraphs describe the required design characteristics of each of these elements.

1. The Amenity Zone: This zone is directly adjacent to the curb line. It contains a dark gray design pattern composed of sealed concrete on a light gray background, as depicted in Figure 11. This concrete area shall be no less than 15 feet long and spaced a minimum of 105 feet on-center or every three trees.

2. The Sidewalk: The width of the sidewalk varies from the edge of the amenity zone to the face of the building, including all required sidewalk easements. A 2'6" square grid scoring shall be designed on a light gray broomed concrete finish, as depicted in Figure 6.

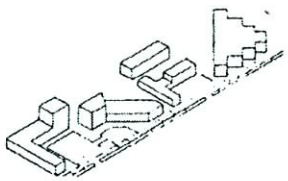
3. The Accent Patterns at Street Intersections: An accent pattern, per Figure 6 of these Standards, shall be used at every intersection to emphasize the pedestrian crosswalk areas. It consists of red concrete pavers, one square foot in size, laid at a 45° angle.



DESIRED.
Consistent setback pattern.

d. Setbacks

1. Setbacks may be used to enlarge the sidewalk area or they may be used as an outdoor extension of the



NOT DESIRED

adjacent business for building articulation, patios, courtyards or other public and pedestrian uses only (figures 9 & 10).

2. All setbacks are measured from the street right-of-way line.

3. Where these standards are not applicable, city of Las Vegas Codes and Regulations shall apply.

e. Private Street Lighting

Northwest Campus shall have two types of street lighting. These are standard street lights and decorative lights (see Figures 11 and 12). Both overhead and decorative lights shall be incorporated into the design of street improvements. The design of the lights and the pattern of their placement are part of the overall design for the Northwest Campus. Therefore, special attention shall be placed on maintaining a consistent spacing rhythm. In addition, the following standards apply:

1. Street lights are intended to reinforce the hierarchical street system. Therefore, lights in the right-of-way associated with individual developments are prohibited.

2. Overhead lights, illustrated in Figure 11, shall be installed in conformance with the Uniform Standard Specifications of Public Works for the Construction of Off-Site Improvements.

3. Decorative lights shall be placed in a distinctive, clearly-defined geometric pattern with regular spacing. This type of light is illustrated in Figure 12.

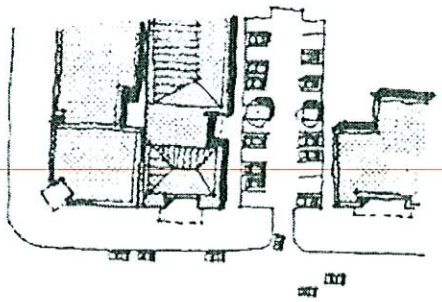
f. Street Furniture

The design of street furniture such as benches, bicycle racks, and trash receptacles within the Northwest Campus shall coordinate with all other street furniture in size, shape color and style. All street furniture elements shall conform to Figures 13 and 14.

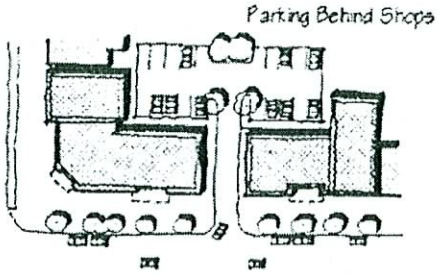
G. Parking Standards

Parking requirements within the Northwest Campus shall comply with city of Las Vegas Title 19 and the following provisions:

1. Multiple-user parking structures are the preferred method for providing adequate parking and special consideration will be given for shared parking within a structure.



2. Above-grade parking structures must be setback an additional ten feet from the required setback to provide a substantial landscape buffer. This additional setback requirement may be waived for the portion of the parking structure that incorporates ground floor retail uses.



Parking Standards.

2. The exterior walls of all parking structures shall be designed to complement and coordinate with the architectural form of the main building or surrounding buildings. Parking structures shall appear to be an integral part of the main building. The intent is to minimize the garage appearance of parking structures through designs which conform to the accompanying development's general architectural features.

3. Surface parking shall be separated from buildings by surface treatment variations and/or grade separation.

4. Customer parking spaces shall not directly abut buildings and shall be separated by a planter/sidewalk area.

5. Parking facilities shall be located away from the right-of-way, on the rear side of the structure they serve except when ground floor uses are incorporated into parking structures.

6. Any area(s) dedicated to surface parking shall be large enough to be able to accommodate a potential future building or parking structure.

7. A continuous internal pedestrian and handicap accessible walkway must be provided from the perimeter public sidewalk to the principal customer entrance. The walkway must be distinguished from driving surfaces through the use of special pavers, bricks or patterned concrete, and raised slightly, to enhance pedestrian safety and the attractiveness of the walkway.

8. When buildings are located at the front of a site, all parking shall be located to the side or rear of buildings and away from the street front unless the applicant can demonstrate that to do so would not be feasible. Parking lots shall not be permitted on street corners unless the applicant can demonstrate that to do so would not be feasible.

9. Parking lots shall be screened by buildings and/or landscaping. Any area of a temporary or permanent parking lot which abuts a public street shall be screened by landscaping, decorative walls and landscaped berms

with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

10. Additional pedestrian linkages should be created as necessary within large parking areas by removing two adjoining parking spaces (one on each side of a row) to provide perpendicular passages between rows.

11. The Northwest Campus may utilize the following table for determining parking requirements.

Mixed-Use Development Parking Requirements

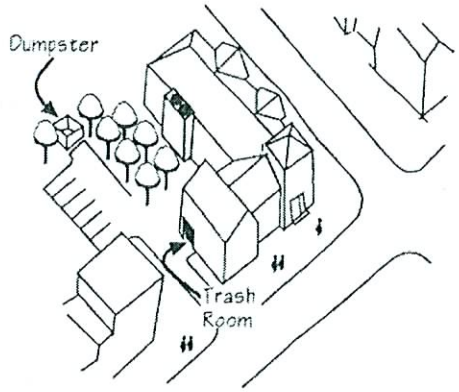
General Land Use Classification	Weekdays			Weekends		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Office	5%	100%	5%	0%	60%	10%
Retail & Personal Service	0%	100%	80%	0%	100%	60%
Residential	100%	55%	85%	100%	65%	75%
Restaurant	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Theatres	0%	70%	100%	5%	70%	100%
Classroom	0%	100%	75%	0%	30%	15%

Calculation of the number of spaces required for each use is based on the gross square footage utilizing the minimum parking requirements contained in Title 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.

3. STANDARDS FOR SPECIFIC USES AND ACTIVITIES

a. Loading and Service Areas

1. All loading and service areas (including storage, equipment and maintenance areas) shall be screened from view with landscaping and/or architectural elements so as not to be viewed from any adjacent uses or public right-of-way. Architectural screening shall be



Loading and Service Areas

constructed of the same materials and finishes as the primary building.

2. All service and loading areas shall be positioned so that service vehicles will not disrupt traffic flow or parking lot operations.

3. No service, storage, maintenance or loading area may extend into a setback area.

b. Mechanical and Electrical Equipment

Mechanical and electrical equipment, satellite dishes and any other communication equipment, excluding communication towers and antennas, shall be concealed from view of public streets and neighboring properties, and all parking areas. In an effort to encourage the use of alternate forms of energy, solar panels shall be exempt from this requirement.

Wireless communication antennas shall be of a design, and installed in such a manner, as to blend in with the architecture and design of the building or structure on which they are mounted.

In the initial design stage of a development project, consideration shall be given to incorporating mechanical and electrical equipment into the architectural form and layout of the proposed building to reduce the need for screening. Where reasonable height parapet or screen walls are insufficient to provide screening, all equipment shall be painted in a neutral color to blend with roofing materials or parapet walls.

Wall mounted service equipment such as utility boxes, valves, gas, electric and water meters, etc. shall be screened from public view with materials architecturally compatible with the finishes and character of the principal structures within the development and shall be screened to the height of the tallest equipment and/or integrated with the building design.

Small wall mounted equipment such as utility boxes, valves, gas, electric and water meters, should be screened by the appropriate use of shrubs and landscaping design.

ROW : 120'
Traffic : 6 Lanes & Medians
Direction : 2 Way
Parking : Off Street

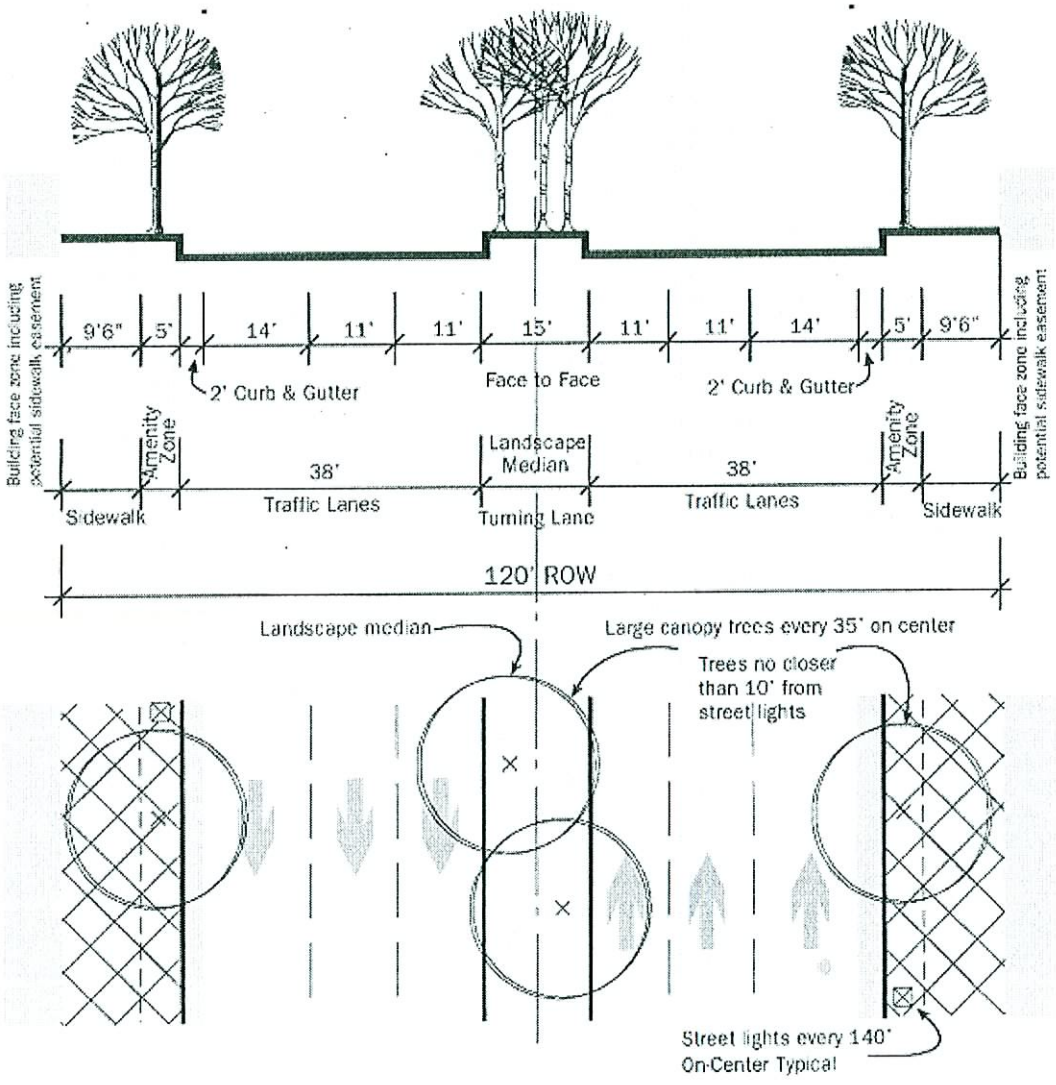


Figure 1

Frontage Road

ROW : 90'
Traffic : 4 Lanes
Direction : 2 Way
Parking : Off Street

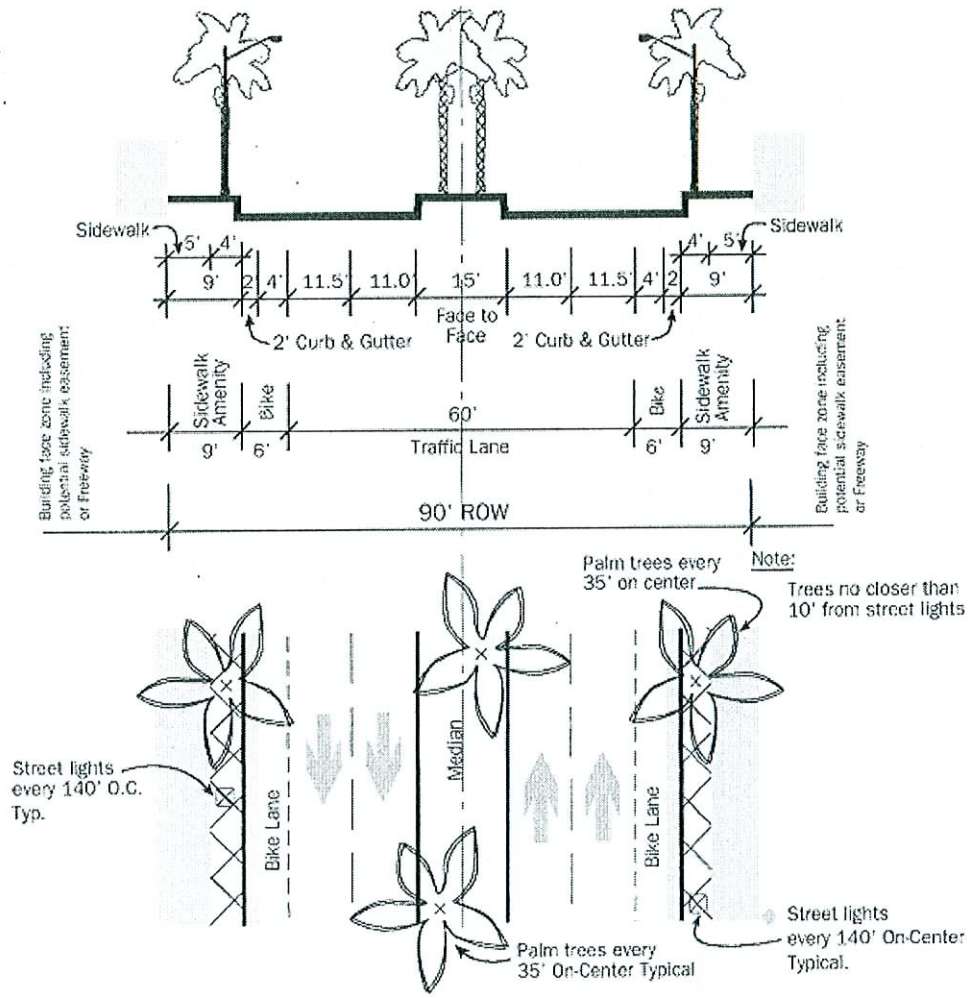


Figure 2

Interior Campus Road

ROW : 80'
Traffic : 3 Lanes
Direction : 2 Way + 1 Turnin g
Parking : Parallel Both Sides

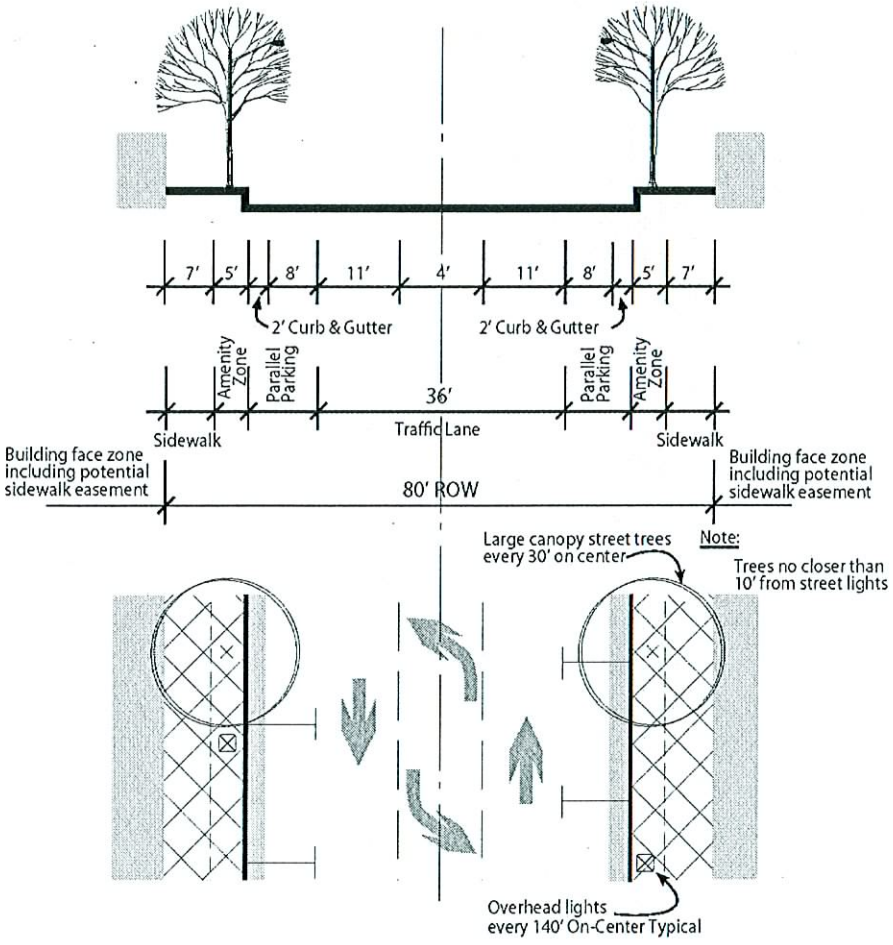


Figure 3

Primary Arterial

ROW : 100'
Traffic : 6 Lanes & Median
Direction : 2 Way
Parking : Off Street

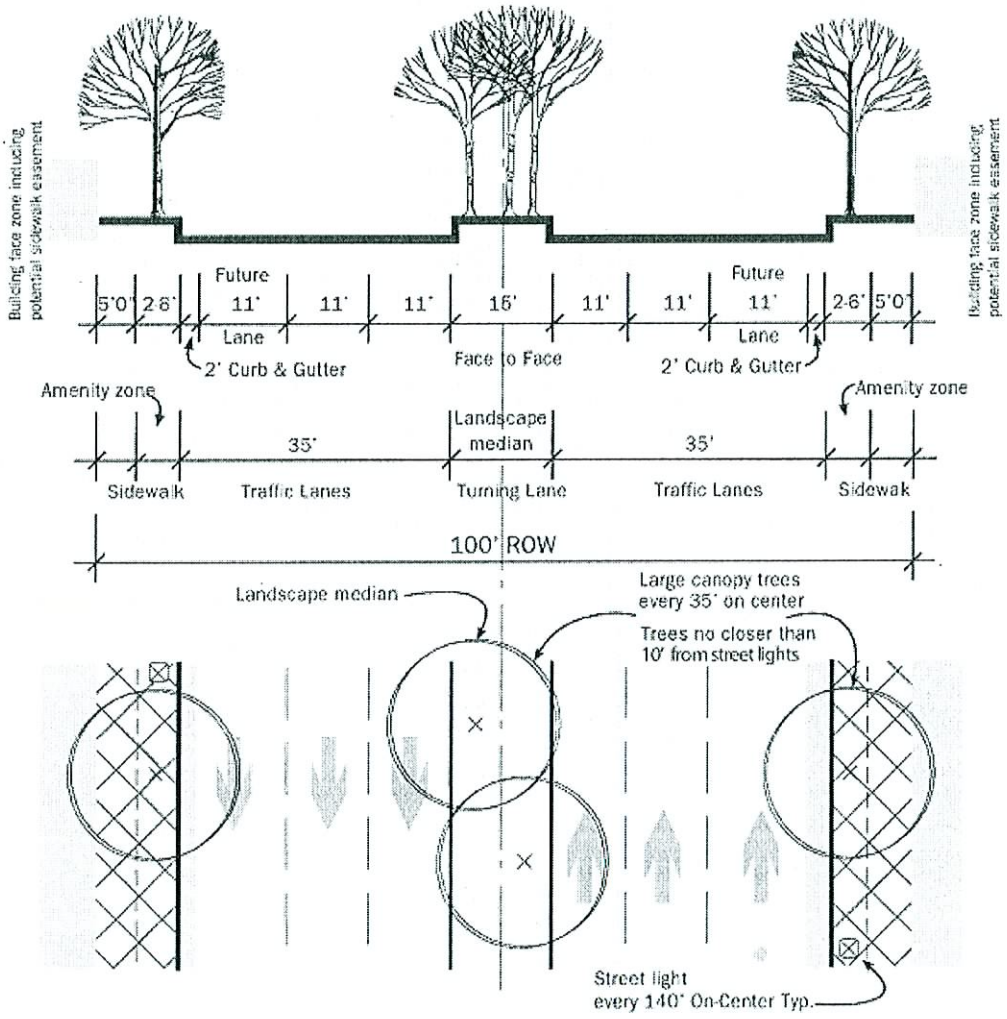
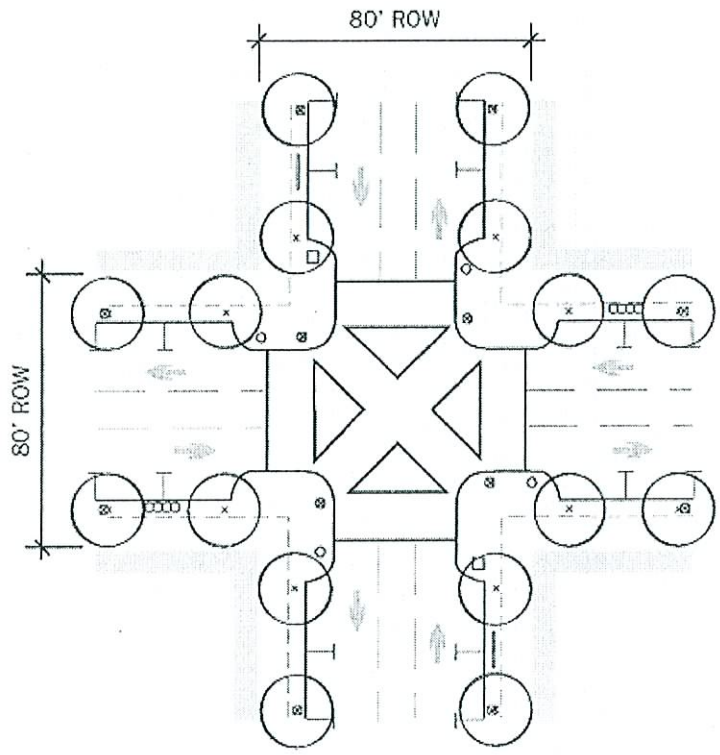


Figure 4

Collector Streets



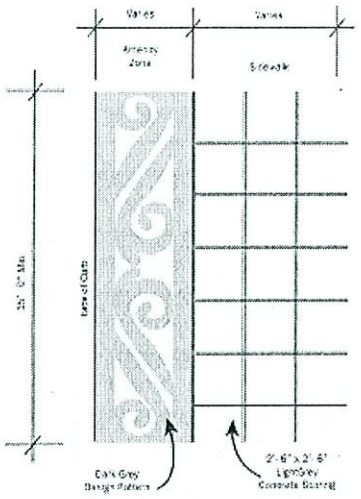
Newspaper Rack
Trash Receptacle
Street Light
District Map/Information
Mailbox

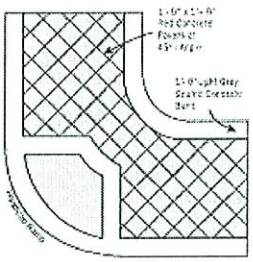
Note:
- Allow diagonal Crossing
- Maximum 28' of Pavement Width at Crossing

Figure 5

Figure 6

Amenity Zone and Sidewalk Treatment





Note:

Building corner design shall comply with Uniform Standard Drawings for Public Works Construction.

Tree Grates

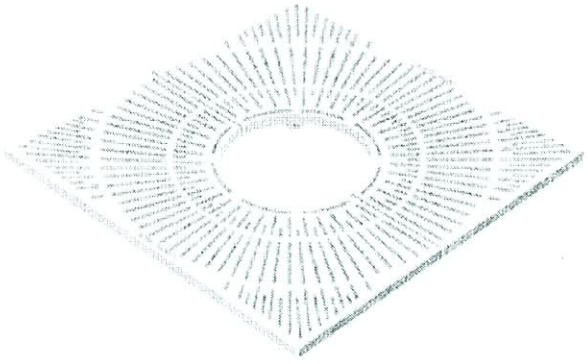
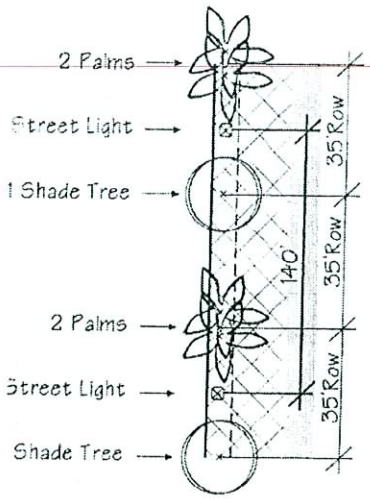


Figure 7



Parkway and Arterial Tree Planting Layout
Note:
A symmetrical arrangement shall be reflected on the opposite side of the parkway.

Specifications:

CAST IRON TREE GRATES:
Manufacturer: Neenah or equivalent
Model Number: R-8706-1A

NUMBER OF SECTIONS:
Two sections

DIMENSIONS:
Overall size:4'-0" x 4'-0"

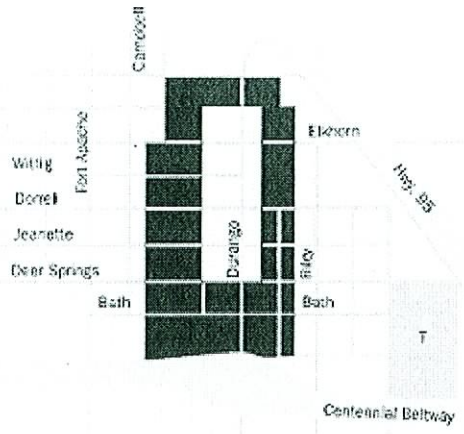
Figure 8

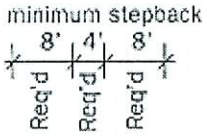
Town Center

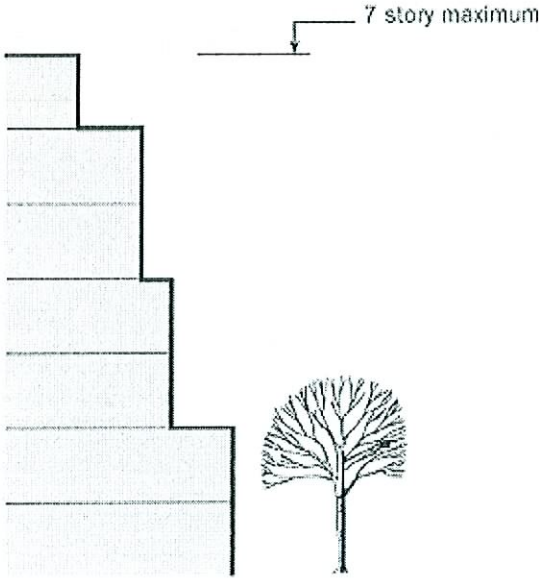
Urban Zone

Building Height

- Stepbacks
- Build-to-Line



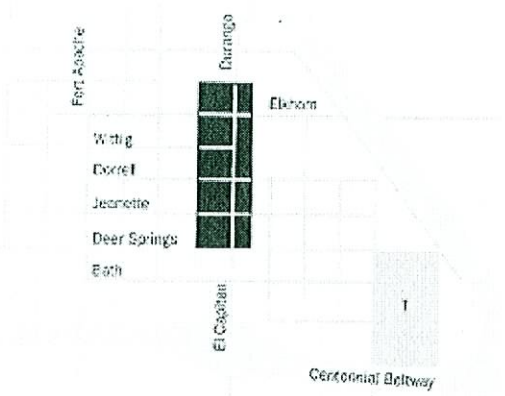




Minimum build to setback line: 60%

Remaining 40% to be used for plaza, access to inner courtyard / parking and building face articulation

Figure 9

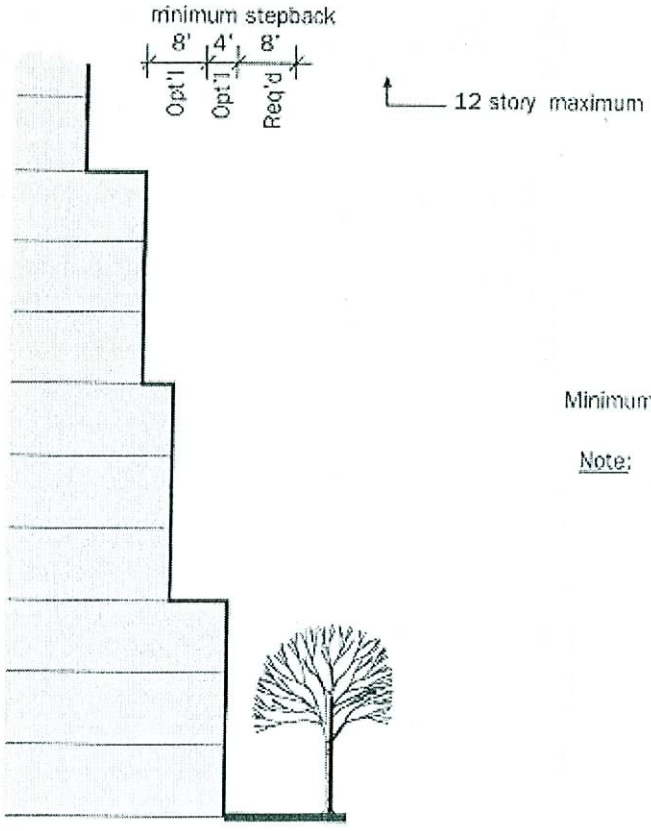


Urban Core

Building Height

- Stepbacks

Build-to-Line



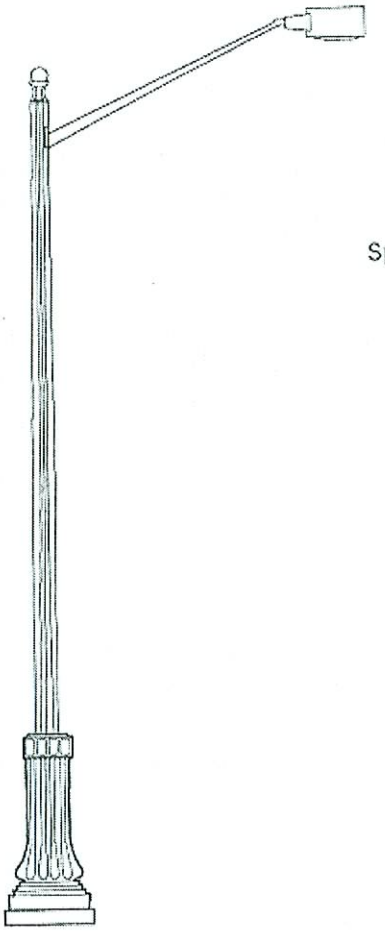
Minimum build to setback line: N/A

Note:

Building height in excess of 12 stories shall require Site Plan Review by PC/CC

Figure 10

Overhead Lighting



Specifications:

POLES: Similar or equal to poles designated 6B1-29 (Double Arm) and 6B1-26 (Single) manufactured by Ameron.

LIGHT FIXTURE: Similar or equal to Gardco Form 10 Cylindrical Arm (CA-22-2-3-250HPS-240B.L.) or Kim CCS Series Curvilinear Arm Mounted Sharp Cutoff Fixture.

Figure 11

Decorative Lighting



Specifications:

POLES: 13' - 0" above grade, similar or equal to Whatley Model # OA-510-13-BK-3N6.

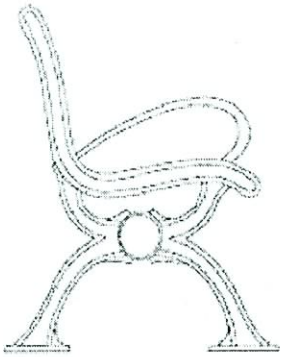
BASE COVER: 20"w X 36"h, similar or equal to Whatley Series Park Model Base for Model 510 Post.

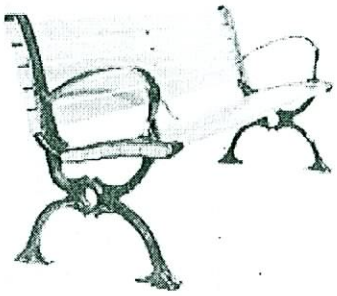
LUMINARE: 15"w X 29.5"h, similar or equal to Whatley Model 1002-23-50 HPS-W 240-F-BIK-III.

FITTER: 4"w X 11.5"h, similar or equal to Whatley Winter Park 500 Series.

Figure 12

Street Furniture





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.)

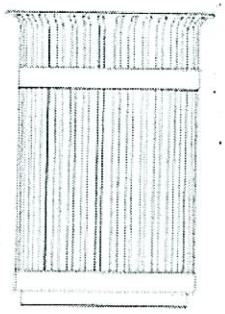
DIMENSIONS:

Height: 32 in. (81mc.)
Seat height: 16.5 in. (41cm.)
Depth: 30 in. (76cm.)

Figure 13

Trash Receptacles

Street Furniture





Specifications:

FRAME:
Solid steel flatbar fabrication

LINER:
Heavy duty plastic

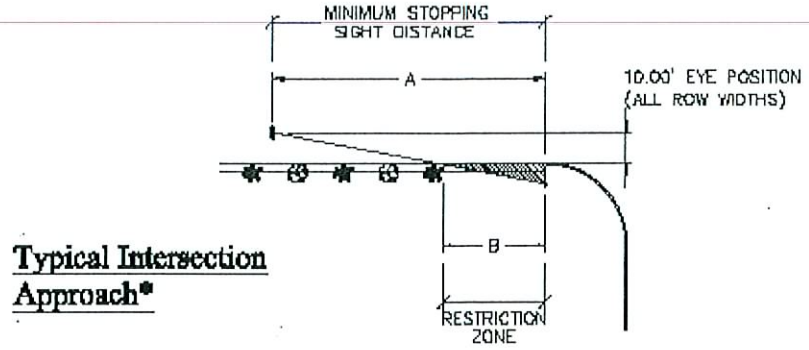
INSTALLATION:
May be fastened to concrete using anchor plates provided in base

DIMENSIONS:
26.5 in. (66cm.) diameter x 38 in. (95 cm.) height

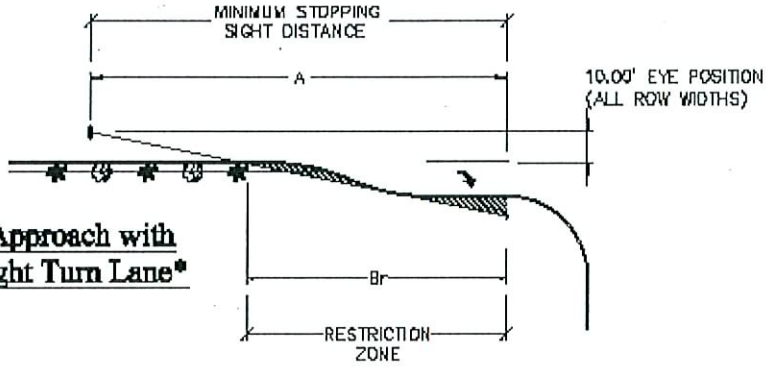
CAPACITY:
32 gallon

WEIGHT:
170 lb. (77 kg.)

Figure 14



Typical Intersection Approach*



Intersection Approach with Exclusive Right Turn Lane*

*NOTE: RESTRICTIONS FOR THE VISIBILITY OF SIGNS WILL DIFFER FROM INTERSECTION SIGHT DISTANCE RESTRICTIONS. FOR INTERSECTION SIGHT DISTANCE REFER TO TITLE 18, CHAPTER 12, SECTION 210.

LANDSCAPING RESTRICTIONS FOR THE VISIBILITY OF SIGNS			
POSTED SPEED (mph)	A (ft)	B (ft)	Br (ft) (added right turn lane)
25	200	80	35
30	250	70	45
35	305	85	170
40	360	100	200
45	425	120	240
50	485	140	275

TYPICAL LANDSCAPING RESTRICTIONS
FOR THE VISIBILTY OF SIGNS

Figure 15

TATE SNYDER KIMSEY ARCHITECTS

CSN NORTHWEST CAMPUS
SITE PLAN - MAP 1

SCALE: 1" = 80'-0"

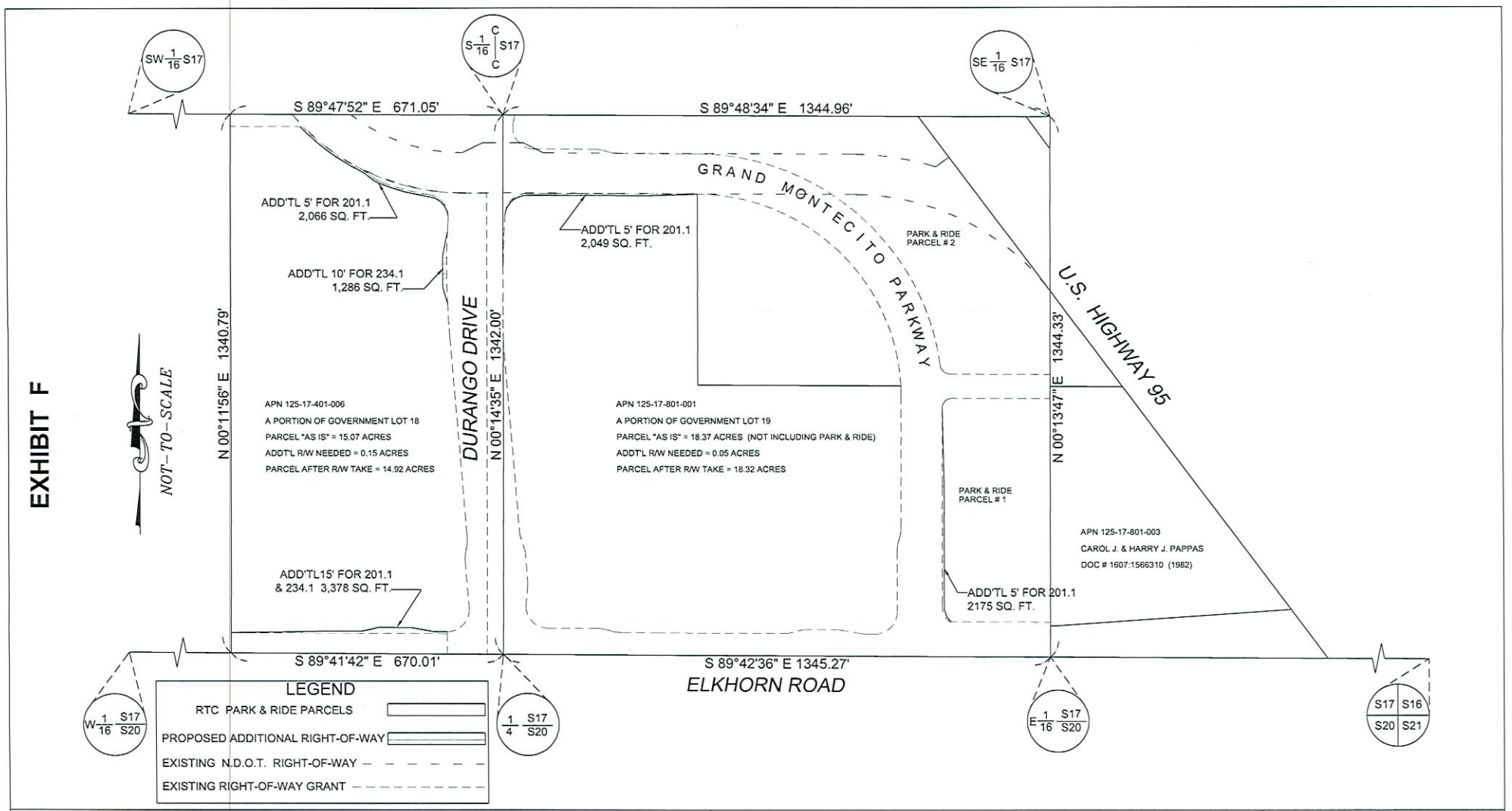
TATE SNYDER KIMSEY ARCHITECTS

DECEMBER 18, 2007

CSN NORTHWEST CAMPUS SITE PLAN - MAP 2

SCALE: 1" = 80'-0"

EXHIBIT F



ADDITIONAL R/W NEEDED ON CITY-LEASED USA PARCELS

THIS MAP EXHIBIT IS FOR THE USE OF CITY OF LAS VEGAS STAFF, AND WAS PREPARED USING MULTIPLE DATA SOURCES OF PUBLIC RECORD. IT IS NOT THE RESULT OF A FIELD SURVEY AND IS NOT GUARANTEED TO BE COMPLETELY ACCURATE. THIS MAP EXHIBIT IS NOT INTENDED TO BE USED TO SUB-DIVIDE LAND IN A MANNER NOT IN ACCORDANCE WITH NEVADA REVISED STATUTES.

THE ROADWAY NETWORK DEPICTED ON THIS EXHIBIT IS CONCEPTUAL AND PRELIMINARY; THE FINAL ALIGNMENTS OF THE ROADWAYS SHOWN HEREIN ARE SUBJECT TO AGREEMENT BETWEEN THE FIVE ABUTTING STAKEHOLDERS (CITY OF LAS VEGAS, COLLEGE OF SOUTHERN NEVADA, NEVADA DEPT. OF TRANSPORTATION, CLARK COUNTY REGIONAL TRANSPORTATION COMMISSION, AND HARRY AND CAROL PAPPAS) AND MAY DIFFER FROM THOSE SHOWN.

MAP EXHIBIT PREPARED DECEMBER 7, 2007

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER2, 2009

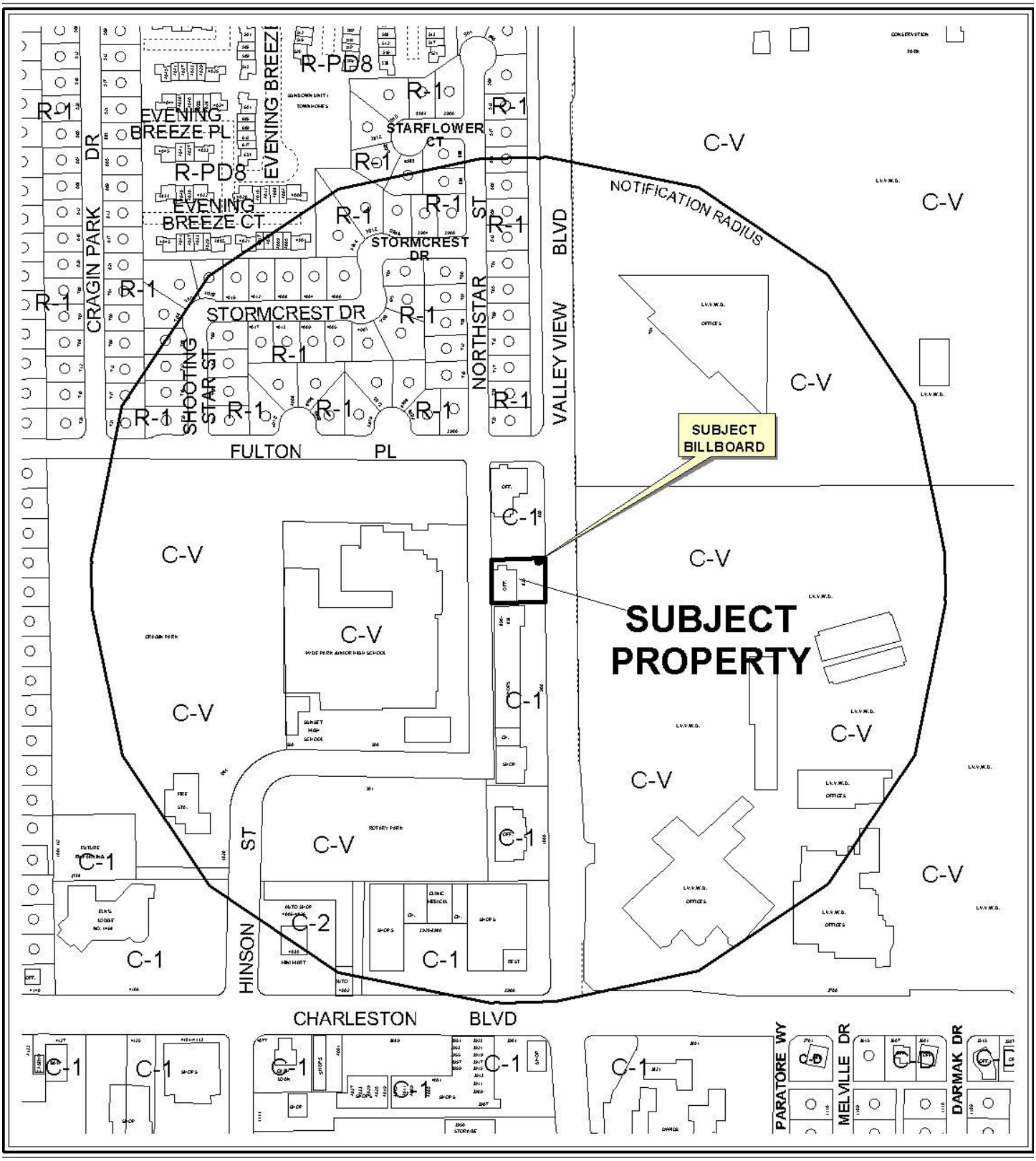
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-34682 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), 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.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**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. City Council Approval Letter for SUP-4521
5. Protest Postcards
6. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 23



0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



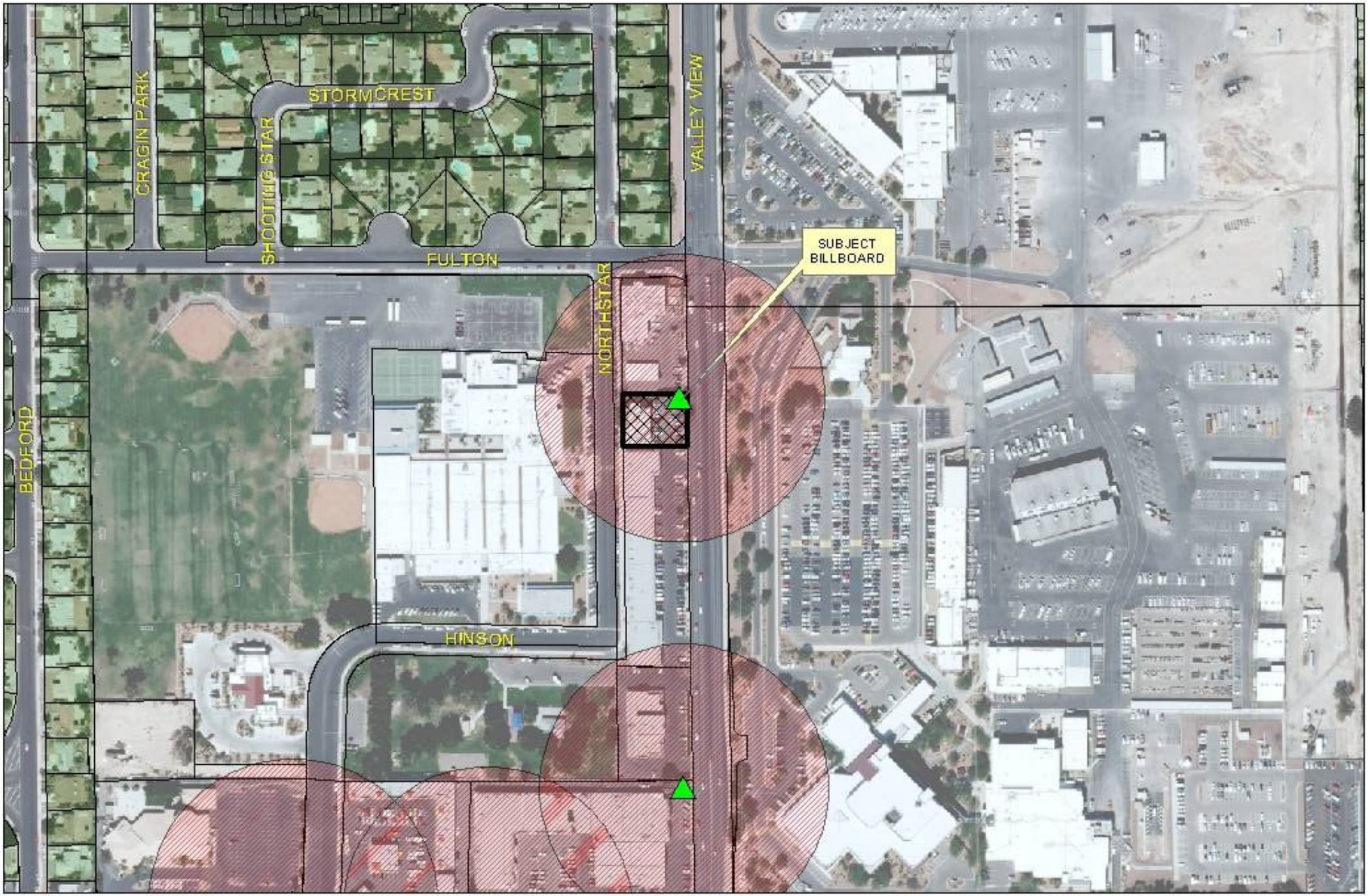
0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-34682

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: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

** 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 (SUP- 4521).

2. This Special Use Permit (SUP-4521) shall be placed on an agenda closest to August 18, 2012 at which time the City Council may require 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 be 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. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (SUP-4521) 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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a single building for Office use, along with a previously approved Special Use Permit (SUP-4521) that allowed a 14-foot by 48-foot, 40-foot tall Off-Premise Sign to be located in the parking lot at 820 South Valley View Boulevard. The sign faces and supporting structure of the Off-Premise Sign are in good condition with no discrepancies noted. A research of the building permit activity found that permit #95884385 was issued for the installation of a billboard sign under the address of 820 South Valley View Boulevard, which received a final inspection on 12/26/95. There have been no recent changes in land use or new development in the surrounding area since the approval of the Special Use Permit (SUP-4521). If the application is denied, the Off-Premise sign will have to be removed. Staff recommends approval of this request with a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/18/95	The City Council approved a request for a Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Board of Zoning Adjustment recommended approval on 12/27/94.
02/16/00	The City Council approved a request for a Required Review [U-0296-94(1)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 01/13/00.
07/05/01	The City Council approved a request for a Required Review [U-0296-94(2)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 02/22/01.
07/25/02	The Planning Commission denied a request for the Required Review [U-0296-94(3)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard.
04/21/04	A Code Enforcement case (#13373) was processed for the removal of an Off-Premise Sign due to zoning violation. Code Enforcement closed the case on 06/29/04.
08/14/04	The City Council approved a request for Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign at 820 South Valley View Boulevard. The Planning Commission recommended approval on 07/22/04.

10/15/08	The City Council approved a request for a Review of Condition (ROC-29270) to delete Condition Number Five of a previously approved Special Use Permit (SUP-4521) that limited one advertising sign per face at 820 South Valley View Boulevard.
07/23/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #23/ds).
Related Building Permits/Business Licenses	
12/13/95	A building permit (#95884385) was issued for an Off-Premise Sign at 820 South Valley View Boulevard. The permit was finalized on 12/26/95.
Pre-Application Meeting	
A pre-application meeting was not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
06/18/09	Staff conducted a field inspection of the site with the following observations: • The subject billboard has no embellishment, animated signage, or electronic displays. • All structural elements have been properly screened. • The sign and supporting structure is in good condition and does not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
North	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
East	Las Vegas Water District Facilities	PF (Public Facilities)	C-V (Civic)
West	School	PF (Public Facilities)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Rancho Charleston Land Use Study	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

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of way	Sign is not in public right-of way	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Sign is located in the 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 is 672 square feet in size. The sign does not have an embellishment.	Y
Height	No higher than 40 feet from grade t the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structure elements of the sign are adequately screened from public view	Y

Standard	Required/Allowed	Provided	Compliance
Off-Premise (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)	The sign is approximately 770 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" zoned district.	Sign is approximately 330 feet from the nearest property line zoned for residential use.	Y
Other	All Off-Premise Signs (Billboards) shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The sign is secured to the ground on C-1 (Limited Commercial) zoned property.	Y

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign located at 820 South Valley View Boulevard. The billboard had a previous Special Use Permit (U-0296-94) approved in January 1995. In July 2002, the Planning Commission denied a request for a Required Review for the billboard, thereby requiring the sign to be removed, which was never accomplished.

The applicant reapplied for a Special Use Permit (SUP-4521) for the Off-Premise Sign and received approval in August 2004. The sign complies with all Title 19.14.100 requirements. A building permit (95884385) was issued for the installation, which received a final inspection on 12/26/95. During a field inspection of the site, the sign and supporting structure were in good condition with no discrepancies noted.

FINDINGS

The Off-Premise Sign meets Title 19.14.100 requirements, and is in good condition. There have been no significant changes in land use or new development since the approval of the Special Use Permit (SUP-4521) in August 2004; therefore, staff recommends approval, subject to a three-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 34

SENATE DISTRICT 11

NOTICES MAILED 80 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-34682** APN: 139 31 801 002

Name of Property Owner: BRIGHT PATH, LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Paul Larsen

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: _____

Print Name: Stephanie Cooper Herdman

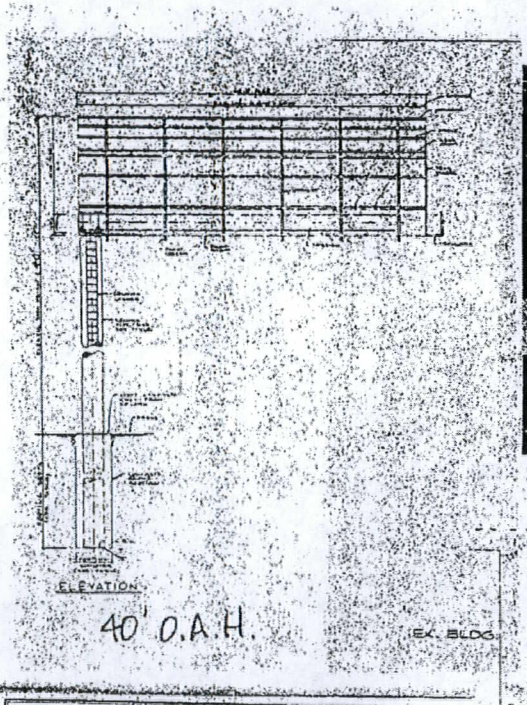
Subscribed and sworn before me

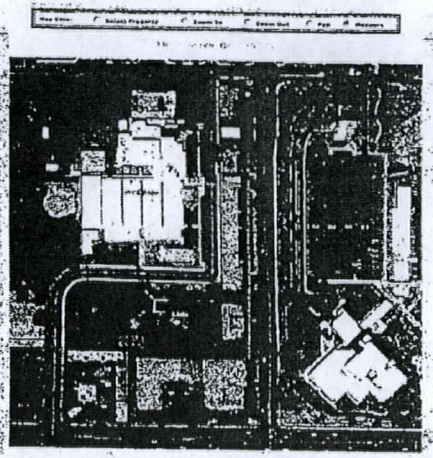
This 29th day of May, 2009

_____

Notary Public in and for said County and State

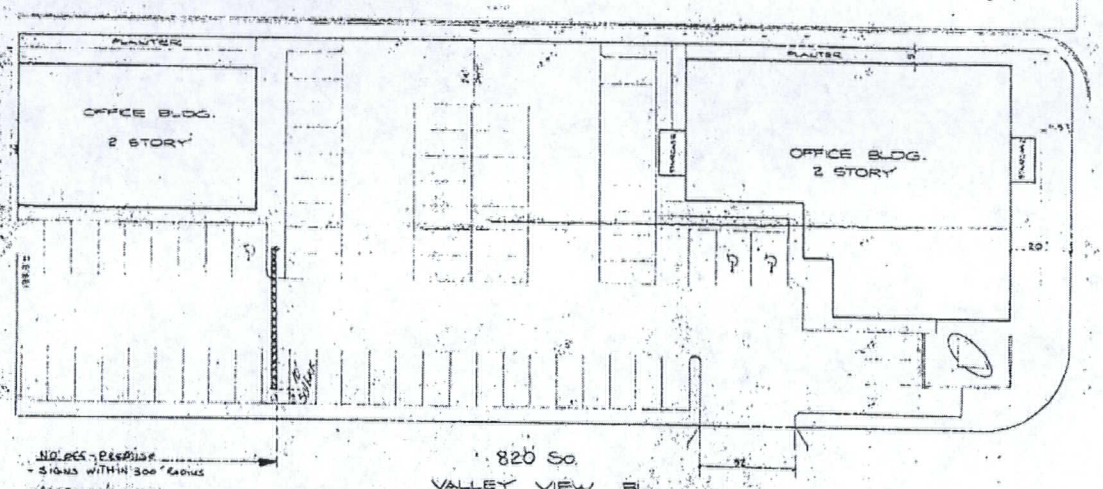
REGAN STOKES
Notary Public-State of Nevada
APPT. NO. 09-8971-1
My App. Expires December 09, 2012





798' FROM ANOTHER OFF PREMISE ADVERTISING SIGN (BILLBOARD). WHERE 300' IS CODE.

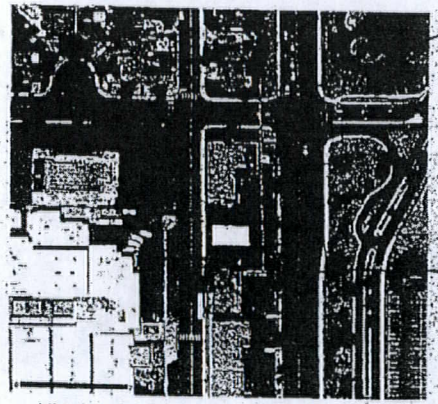
HINSON ST.



NO RES. PREMISE
- SIGNS WITHIN 300' RADIUS
- ASSESSOR'S PARCEL # 139-31-801-002
- NO RESIDENTIAL USE WITHIN 300' RADIUS
- LOCATION IS CONFORMING TO TITLE 19A CITY OF LAS VEGAS PLANNING & SIGN CODE

820' SO. VALLEY VIEW BL.

139-31-801-002



LOCATION

AERIAL PROVIDED BY COUNTY ASSESSOR'S WEB SIGHT
338' FROM RESIDENTIAL USE

PARKING SPACES AVAILABLE = 72

RECEIVED
JUN 01 2009

RQR-34682
07/23/09 PC

ELIMINATE PYLON SIGN
REVERSED NORTH ARROW
REVISIONS

CHANNEL 15
SITE PLAN

ALCA ENGINEERING & SURVEYING INC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

November 2, 2004

Ms. Stephanie Christensen
Bright Pathologists, Limited Liability Company
820 South Valley View Boulevard
Las Vegas, Nevada 89107

RE: SUP-4521 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 18, 2004

Dear Ms. Christensen:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

Planning and Development

1. An aesthetic enhancement covering to be placed around the column of the billboard that may consist of a stucco feature or some other architectural feature that is compatible to the buildings on the property and to the area which is subject to the Planning and Development Department approval.

2. The Special Use Permit shall be reviewed in five (5) 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.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.

5. Only one advertising sign is permitted per sign face.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

RQR-34682
07/23/09 PC

6. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City Departments shall be satisfied.

Public Works

8. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Ciolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

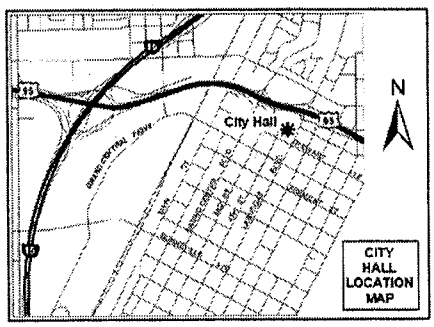
cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #300
Las Vegas, Nevada 89102

RQR-34682
07/23/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearin



If you wish to file your protest or support on this re
appropriate box below and return this card in an envelope w
Office Of The City Clerk at the address listed above or fa
card to (702) 382-4803. If you would like to conta
Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your co:

RQR-34682
City Council Meeting of 8/19/2009

Maggie Avalos
725 Northstar St
Las Vegas, NV 89107 ★

RECEIVED
CITY CLERK
2009 AUG 14 A 10:37

Submitted after final agenda
Date 8/14/09 Item 66
W-1

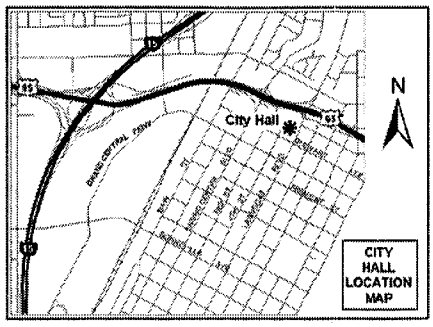
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 07 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2009 AUG 19 A 11:17

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-34682
City Council Meeting of 8/19/2009

HAFER MARK C
HEELAN ROBERTA J
P O BOX 27769
LAS VEGAS NV 89126-1769

APN#13931712040

Submitted after final agenda

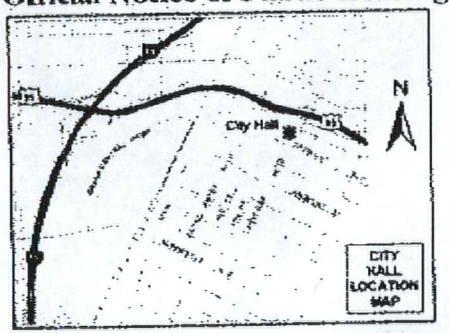
Date 8/19/09 Item 66 W-1

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.

RQR-34682

Planning Commission Meeting of 7/23/2009

Case: RQR-34682

13931712004
HERRICK WILLIAM M
708 SHOOTING STAR ST
LAS VEGAS NV 89107-4356

EAUDP11 89107

231

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

GPA-34610 – ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), Ward 2 (Wolfson). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

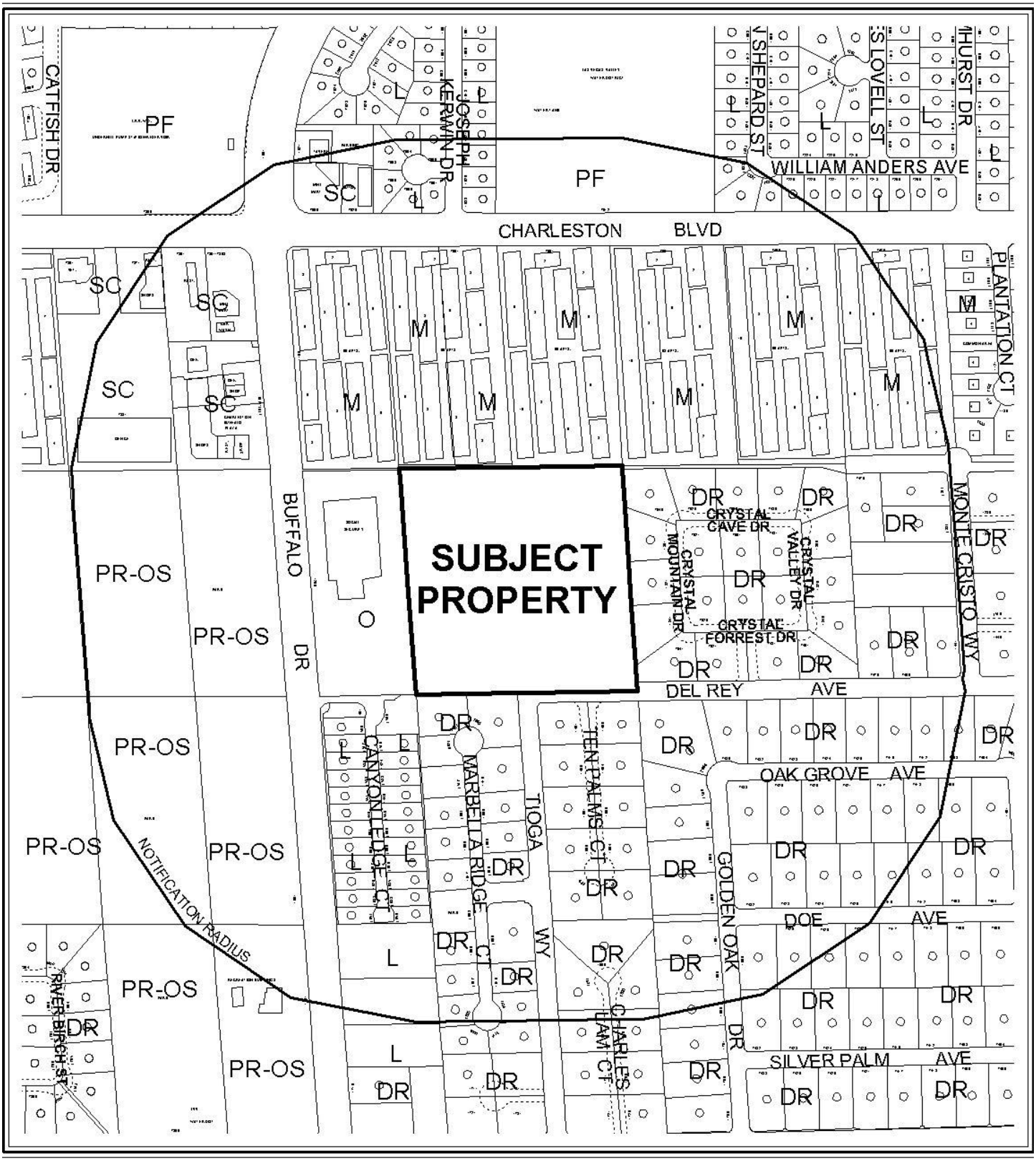
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**0**
City Council Meeting	**10**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Grant Details Letter from U.S. Department of the Interior Bureau of Land Management
7. Protest Postcards
8. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 6



0 300 600 Feet

CASE: **GPA-34610**

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
PR-OS (PARKS/RECREATION/OPEN SPACE)

N



0 300 600 Feet

CASE: **GPA-34610**

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
PR-OS (PARKS/RECREATION/OPEN SPACE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-34610 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is an unimproved lot containing an existing 321-foot tall, non-conforming Radio, TV or Microwave Communication Tower, located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way. The applicant is proposing to expand the use by adding an antenna to the tower and related support equipment on the ground. As the expansion of this non-conforming use of the site is not permitted, the applicant is requesting this General Plan Amendment to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities). The result of this change, combined with the approval of an associated request for Rezoning (ZON-34611), will be that the existing use of the site will become a conforming use, and could then be expanded through the approval of a Site Development Plan Review (SDR-34612). Denial of this request will require that the associated requests also be denied, and the use will remain as a non-conforming use in its current configuration. Staff is recommending approval of this request as the use of the site for the communications tower has been in existence since 1975, and the requested change in the General Plan is compatible with the adjacent surrounding uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/86	The City Council approved an Annexation (A-0009-85) of property located on the south side of Charleston Boulevard between Fort Apache Road and Torrey Pines Drive for 1,470 acres of various zoning classifications. The Planning Commission and staff recommended approval of the request. The effective date of the Annexation was 03/28/86.
11/23/98	The City Council approved a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Channel, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive, from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of the request.
11/08/07	A Code Enforcement citation (#59678) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 11/15/07.
10/08/08	A Code Enforcement citation (#70520) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 10/14/08.

07/23/09	The Planning Commission recommended denial of companion items ZON-34611 and SDR-34612 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #6/bts).
Related Building Permits/Business Licenses	
09/30/74	A Grant lease (#N-7884) was approved by the Bureau of Land Management for a communications site. The Grant lease will expire on September 29, 2024.
09/31/74	A Building Permit (#BP-19,658) was issued by the United States of America Federal Communications Commission for a 321-foot antenna. The permit was finaled on 07/31/75.
Pre-Application Meeting	
05/08/09	The following items were discussed at the pre-application meeting: • The existing 321-foot communication tower and associated equipment was discussed. • The proposed co-location of a 25-foot antenna, new satellite dishes and related equipment was discussed. • Staff discussed the proposed General Plan Amendment from DR (Desert Rural Density Residential) to PF (Public Facilties).
Neighborhood Meeting	
06/10/09	A neighborhood meeting was held at 6:30 pm at the Johnson Community School located at 340 Vila Monterey Drive, Las Vegas, Nevada 89145. There were 15 members of the public, four representations of the applicant and one member of the Planning and Development Department present. The following is a list of questions, concerns and comments from the attendants of the meeting: • The site is not being properly maintained as it has graffiti and trash on it. • The site has illegal activity occurring on it. • No landscaping is being proposed as a part of the application. • No buffer wall or fence is being proposed as a part of the application. • A request to have the notice area increased for the entire area from Cimarron to Rainbow to Sahara to Charleston. • There was a consensus of opposition towards the new tower and the change in land use and zoning.

Field Check	
06/04/09	A field check was completed on the indicated date. Planning and Development found the following items; • Staff identified the existing 321-foot communication tower and the related equipment enclosed by chain-link and barbed wire fencing. • Staff verified that there is graffiti and debris on the subject site. A condition of approval has been added to the Site Development Plan Review (SDR-34612) to correct this issue.

Details of Application Request	
Site Area	
Gross Acres	10.89 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Communication Tower	DR (Desert Rural Residential) [Proposed: PF (Public Facilities)]	R-E (Residence Estates) [Proposed: C-V (Civic)]
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre) and R-E (Residence Estates)
East	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Social Security Building	O (Office)	O (Office)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The existing use of the subject site for a communication tower is a non-conforming use of the land and cannot be expanded, pursuant to Title 19.16.030 (D). Approval of the subject General Plan Amendment to PF (Public Facilities) land use designation and related Rezoning (ZON-34611) from DR (Desert Rural Residential) to C-V (Civic) zoning district, will allow the proposed Radio, TV or Microwave Communication Tower as a conforming use. The surrounding parcels to the south and east are also designated as DR (Desert Rural Density Residential), O (Office) to the west and M (Medium Density Residential) to the north.

The proposed (PF) Public Facilities land use designation is compatible with the surrounding land use designations and is an appropriate category for the Radio, TV or Microwave Communication Tower use proposed for this property through Site Development Plan Review (SDR-34612); therefore, staff recommends approval of this request.

FINDINGS

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,

2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,

3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The applicant has proposed an addition of one antenna at a height of 300 feet on an existing tower on an existing 321-foot Radio, TV or Microwave Communication Tower. The proposed General Plan Amendment to PF (Public Facilities) allows large governmental building sites, complexes, police and fire facilities, non-commercial hospitals and rehabilitation sites, sewage treatment and storm water control facilities, schools, parks and other uses considered public or quasi-public such

as libraries, clubs and public utility facilities, which will help to establish the use and expansion the Radio, TV or Microwave Communication Tower on the subject site. The adjacent land use designations include O (Office) to the west and DR (Desert Rural Density Residential) to the east and south, and M (Medium Density Residential) to the north, all of which are compatible with the proposed designation.

In regard to "2":

The zoning district allowed under the proposed General Plan designation is the C-V (Civic) district. The applicant has requested a zone change from R-E (Residence Estates) district as a companion item (ZON-34611). Minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

In regard to "3":

Access to the site is provided by Del Rey Avenue, a 60-foot Local Street as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

In regard to "4":

There are no other applicable plans and policies that apply to the subject site.

PLANNING COMMISSION ACTION

There were 3 speakers in opposition of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 161 by City Clerk

APPROVALS 0

PROTESTS 11

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-34610 APN: 163-03-101-001

Name of Property Owner: USA GOVERNMENT - BLM -

Name of Applicant: MEDIA FLO - FLO TV, INC.

Name of Representative: Janice Manley

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: Janice Manley

STATE OF NEVADA
COUNTY OF CLARK

Print Name: Janice Manley

Subscribed and sworn before me

This 18 19th day of JUNE, 2009

Eddie LaRue

Notary Public in and for said County and State

EDDIE LARUE
Notary Public State of Nevada
No. 93-1085-1
My appt. exp. Mar. 15, 2013

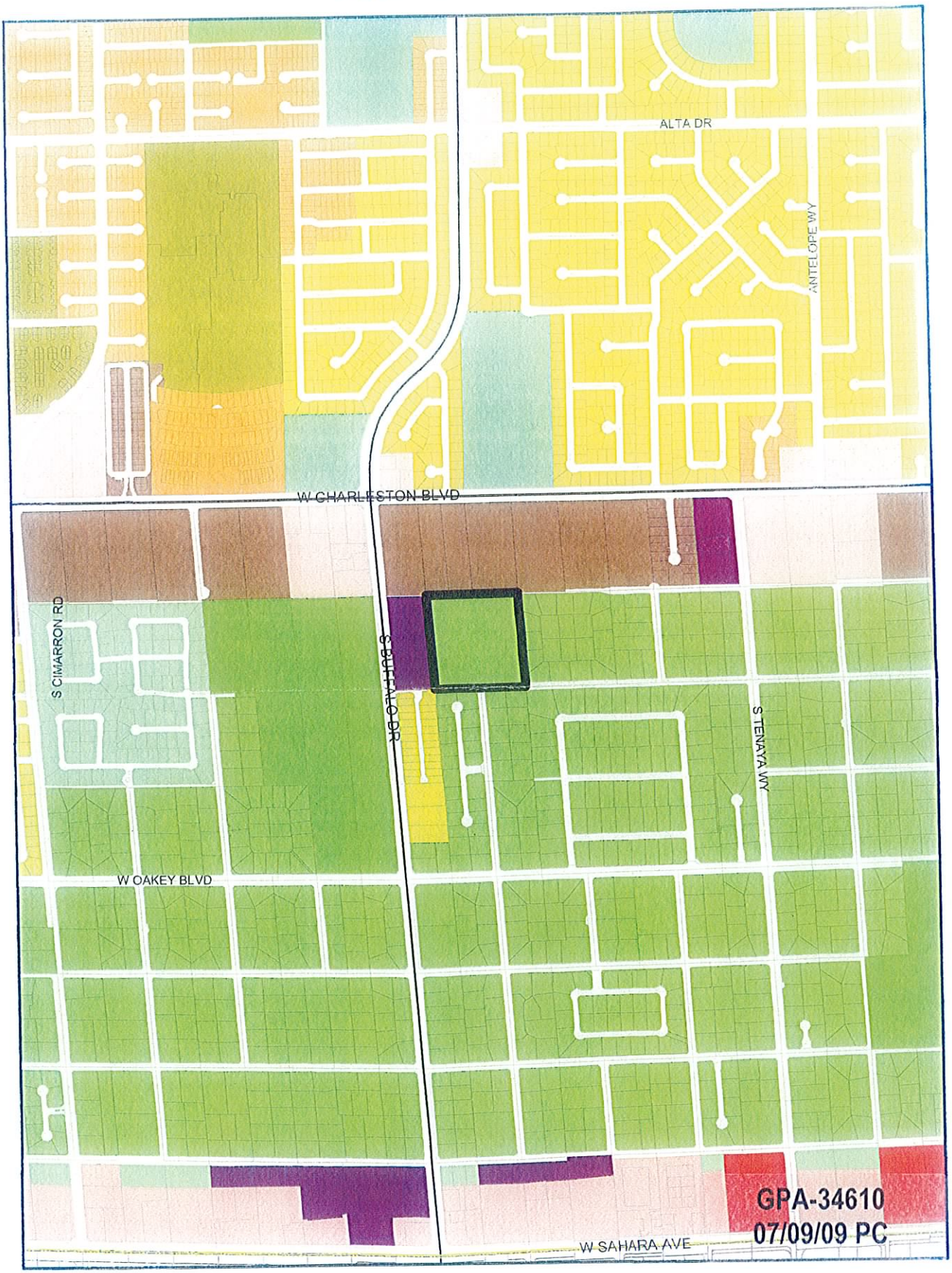
Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED

JUN 19 2009

General Plan
Parcel 163-03-101-001



Rural Neighborhood Preservation
Rural Estates
Desert Rural
Rural
Low
Medium - Low
Medium - Low Attached
Medium
High
Office
Service Commercial
General Commercial
Tourist Commercial
Las Vegas Medical District
Light Industrial / Research
Planned Community Development
Downtown Redevelopment Area
Park / Recreation / Open Space
Public Facility
Public Facility - School
Public Facility - Clark County
Town Center
Resource Conservation
Downtown - Commercial
Downtown - Mixed Use
Non-City
Right-of-Way

FROM DR TO PR-OS

RECEIVED
MAY 26 2009

PLANNING & DEVELOPMENT

Date Current as: May 18, 2009



GPA-34610 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



GPA-34610 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



GPA-34610 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



GPA-34610 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09

May 26, 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Pre-Application request for GPA, ZON and SDR
APN 163-03-101-001 – near Intersection of Buffalo and Charleston

On behalf of FLO TV Inc., I respectfully request your consideration and acceptance of the attached application. This project is located on APN 163-03-101-001 on the north side of Del Rey, east of Buffalo and south of Charleston and is designed as a collocation of 1 UHF broadcast antenna to an existing 318.9-foot communication tower on a government owned, R-E zoned parcel.

FLO TV Inc. (www.flotv.com) – a provider of nationwide multimedia network services wireless devises enabling fast, simple, portable, reliable and affordable entertainment featuring live, simulcast and time shifted full-length television programming anytime and anywhere within FLO's coverage area – is now in the process of building a network in the greater Las Vegas valley. FLO has teamed up with the nation's largest television networks to offer a wide variety of television programming. Consumers can enjoy live sporting events, news, music videos, cartoons, and many of America's most popular television programs.

This application located on APN 163-03-101-001 is for one UHF antenna to be placed on the tower along with 2 Satellite KU band dishes, an emergency back-up generator, heat exchanger and IsoCoil to be placed at the base of the tower as well as inside the fenced in lease area with the transmitter, filter and pump assembly to be placed inside the existing communications building.

The property is currently zoned R-E for residential uses and, in order to add the installation proposed by FLO TV, this application for re-zoning is being submitted. This request is to change the current zoning designation of the property from R-E to CV to allow a communications site under the current zoning regulations. I am also submitting an application for General Plan Amendment to change the property designation from DR to PR-OS. A Site Plan Review application is also being submitted for review to insure that the proposed changes will adhere to the current ordinance pertaining to communications sites.

If you have any concerns regarding this application, please do not hesitate to contact me at (505) 250-6389.

Sincerely,

Janice Manley

Janice Manley
Site Acquisition Specialist
WFI, representing FLO TV Inc.
Janice.manley@wfinet.com

Wireless Facilities, Inc.
representing FLO TV Inc.
10820 Nelle Avenue NE
Albuquerque, NM 87111

GPA-34610
07/09/09 PC

Form NSO 2800-4
(Rev. Mar. 1971)
(Page 1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Nevada State Office
Room 3008 Federal Building
300 Booth Street
Reno, Nevada 89502

2800
N-7884
(N-943.2)

September 30, 1974

D E C I S I O N

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant:	N-7884
Name and address of grantee:	Nevada Broadcast, Inc. 925 East Desert Inn Road Las Vegas, Nevada 89109
Map showing location and dimensions of grant:	
Map designation:	KRAM Site
Date filed:	October 2, 1973
Permitted use by grantee:	Communications Site
Authority for grant:	Act of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961)
Regulations applicable to grant:	
Code reference:	43 CFR 2800 and 2861
Circular number:	2322 and 2327
Date of grant:	September 30, 1974
Expiration of grant:	September 29, 2024
Rental:	$1,620.00 paid for the first 10-year period, subject to review and in accordance with 43 CFR 2802.1-7(e)
When payable by grantee:	On or before September 30, 1984

SDR-34612
ZON-34611
GPA-34610
REVISED
07/09/09 PC

RECEIVED
JUN 19 2009

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of grant.

2. All applicable regulations cited, including but not limited to 43 CFR 2801.1-5(m) which states: "That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States."

3. Filing of proof of construction within five years of date of grant in accordance with 43 CFR 2802.2-2.

4. Although the out-boundaries of the site are described on the map accompanying the application, these boundaries are for identification purposes only and no exclusive rights are granted thereby. Any subsequent applicants may be granted space within the out-boundaries of the site (for example, between guy wires and buildings) for electronic use as long as no interference is generated to prior grantees. Any fence construction must first be cleared by the Bureau of Land Management.

5. The grantee shall not install or allow the installation of any other organization's electronic equipment in the grantee's building or attachment to the grantee's antenna support structures without the new organization obtaining a separate right-of-way from the Bureau of Land Management for the joint occupancy of the said facility.

6. All facilities and structures utilized by the grantee must display a permanent identification tag showing the user's name, address, phone number and Bureau of Land Management serial number.

7. **Stipulations signed by grantee and attached hereto.**

RECEIVED

JUN 19 2003

8. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of this communications site must be conducted within the limits of the right-of-way.

Pursuant to 43 CFR 2801.1-5, the District Manager, Las Vegas, Nevada, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

(SGD) A. John Hillsamer

A. John Hillsamer, Chief
Lands & Minerals Operations

cc: DM, Las Vegas
Engineering, Attn: Jim Saladin w/cy Form 2860-1

ALDougherty:rp 9/30/74

Form NSO 2800-4 (August 1973)
(Page 3-d)

RECEIVED

JUN 19 2003

RECEIVED
Bur. of Land Management
10:53 A.M. MAY 3 1974
NEVADA STATE OFFICE
RENO, NEVADA

SPECIAL STIPULATIONS

Nevada Broadcast, Inc. agrees that in addition to the requirements of the regulations, it will be bound by the following special stipulations for right-of-way N-7884:

1. When antiquities, including but not limited to archaeological items, paleontological objects or other objects of historic or scientific interest are discovered while using the property, the permittee shall leave the items or conditions intact, will immediately cease operations, and inform the District Manager, Bureau of Land Management, Las Vegas District.

2. Restrict construction and maintenance vehicle travel to existing county and right-of-way access roads where possible.

3. The buildings will be painted so as to blend in with the surrounding area.

4. The Bureau of Land Management through its authorized representatives shall have the right at all reasonable times to go upon and enter the land and improvements constructed thereon for the purpose of inspecting same.

Jess B. Bowers
Signature

President
Title

April 30th 1974
Date

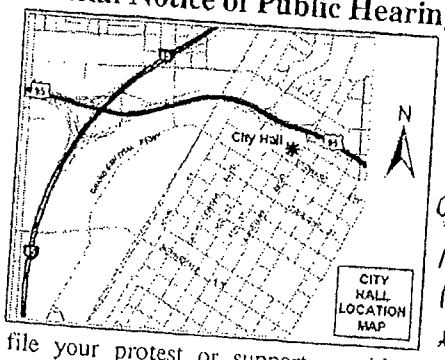
RECEIVED
JUN 19 2003

RECEIVED
CITY CLERK

2009 AUG 10 A 9:26

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



We oppose SRD-34612 on the same grounds as listed for GPA-34610 & ZON 34611. We further request that if the antenna cannot be removed, then we ask to stipulate in the lease that an 8FT wall be erected on the Del Ray Ave. side with a sidewalk to meet the existing walk already present. We further ask that trees be planted to obstruct the present view.

8/8/09

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 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

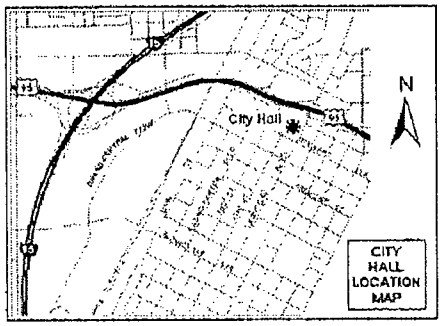
BRUK FAMILY LIVING.TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

Aug 10 09 08:58a Benjamin Bruk P.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



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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

RECEIVED
CITY CLERK
2009 AUG 11 A 8:00

GARETTO THOMAS P & JORINA L
1500 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211008

RECEIVED
CITY CLERK

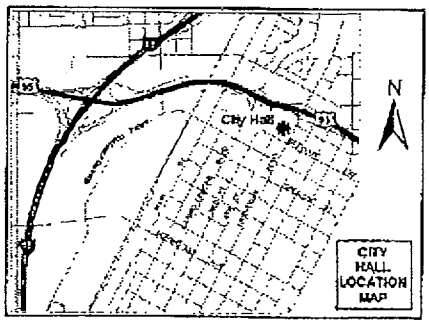
2009 AUG 11 A 10:20

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
0004279218
$ 00.41⁴
AUG07 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.

GPA-34610 & ZON-34611

City Council Meeting of 8/19/2009

ANSPACH LAWRENCE C REVOCABLE
1509 GOLDEN OAK DR
LAS VEGAS NV 89117-1451

APN#16303210008

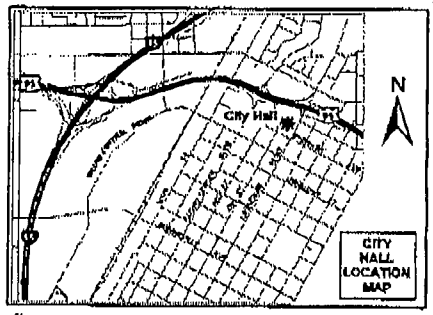
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004278215 AUG 07 2009
MAILED FROM ZIPCODE 89101

2009 AUG 11 P 3:15
RECEIVED CITY CLERK

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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

LONGLEY JULIE K
1400 TEN PALMS CT
LAS VEGAS NV 89117-1403

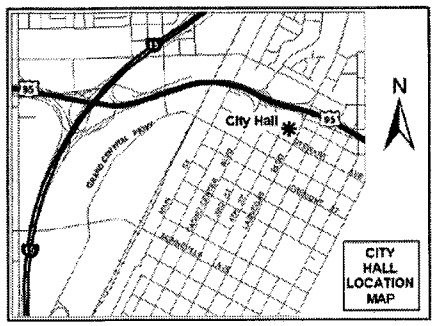
APN#16303211010

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 AUG 07 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



We oppose SRD-34612 on the same grounds as listed for GPA-34610 & ZON 34611. We further request that if the antenna cannot be removed, then we ask to stipulate in the lease that an 8FT wall be erected on the Del Ray Ave. side with a sidewalk to meet the existing walk already present. We further ask that trees be planted to obstruct the present view.

BB/bb

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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

BRUK FAMILY LIVING.TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

Submitted At Meeting
Date 8/19/09 Item 84985
W-2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

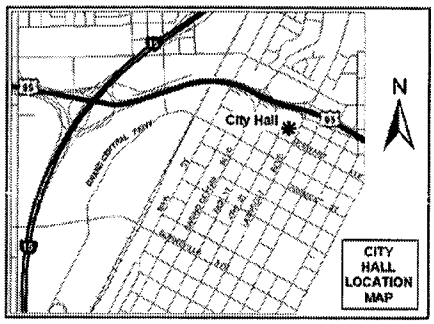
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG07 2009
MAILED FROM ZIP CODE 89101

2009 AUG 12 A 11:10

RECEIVED
CITY CLERK

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 comment.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

LEEDS ROBERT X & PEGGY
1405 TEN PALMS CT
LAS VEGAS NV 89117-1404

APN#16303211002

Submitted after final agenda

Date 8/12/09 Item 84485
W-2

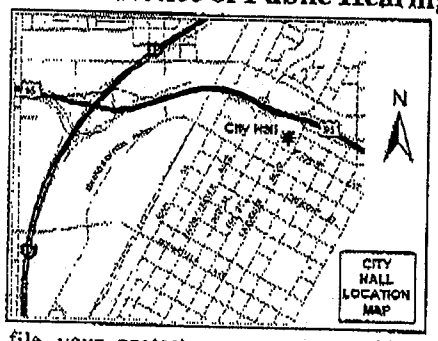
of Las Vegas
e Of The City Clerk
Stewart Avenue
Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 07 2009
MAILED FROM ZIPCODE 89101

2009 AUG 13 P 2:19
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



ou wish to file your protest or support on this request, check the
priate box below and return this card in an envelope with postage to the
e Of The City Clerk at the address listed above or fax this side of this
to (702) 382-4803. If you would like to contact your Council
sentative, please call (702) 229-6405.

☐ I SUPPORT this Request

▨ I OPPOSE this Request

se use available blank space on card for your comments.

SDR-34610 & ZON-34611
Council Meeting of 8/19/2009

STONE JAY B & CAROLYN T
1509 TEN PALMS CT
LAS VEGAS NV 89117-1478

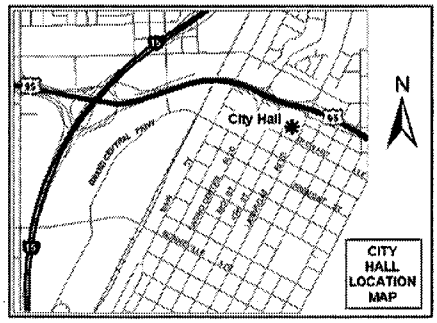
APN#16303211005

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 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

2009 AUG 14 A10:37
RECEIVED
CITY CLERK

BOYER JOHN WALTER & ROBIN LYNN
BOYER JOHN W 2005 LIV TR AGMT
1605 GOLDEN OAK DR
LAS VEGAS NV 89117-1452

APN#16303210005

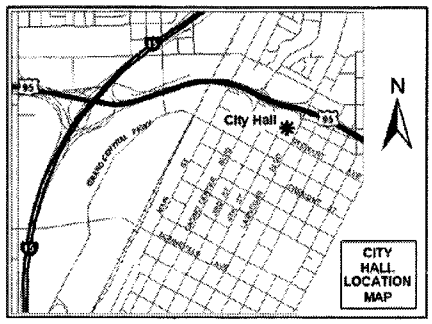
Submitted after final agenda
Date 8/19/09 Item 84185
W-2

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 $ 00.41[4]
0004279218 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

RECEIVED
2009 AUG 17 A 10:53
CITY CLERK

RAMIREZ JOSEPH M LIVING TR 1990
RAMIREZ RICHARD J TRS
1501 CANYON LEDGE CT
LAS VEGAS NV 89117-1491

APN#16303216017

Submitted after final agenda
Date 8/17/09 Item 84485
W-2

RECEIVED
CITY CLERK

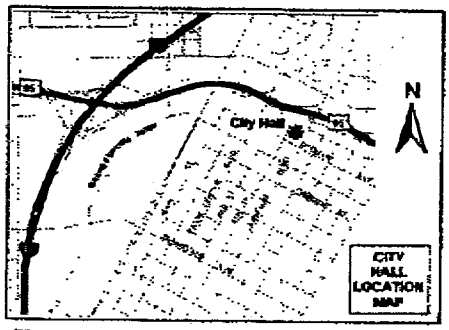
2009 AUG 18 P 1:35

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 $ 00.41
0004279218 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

KESSLER MICHAEL & MELINDA R
1401 TEN PALMS CT
LAS VEGAS NV 89117-1404

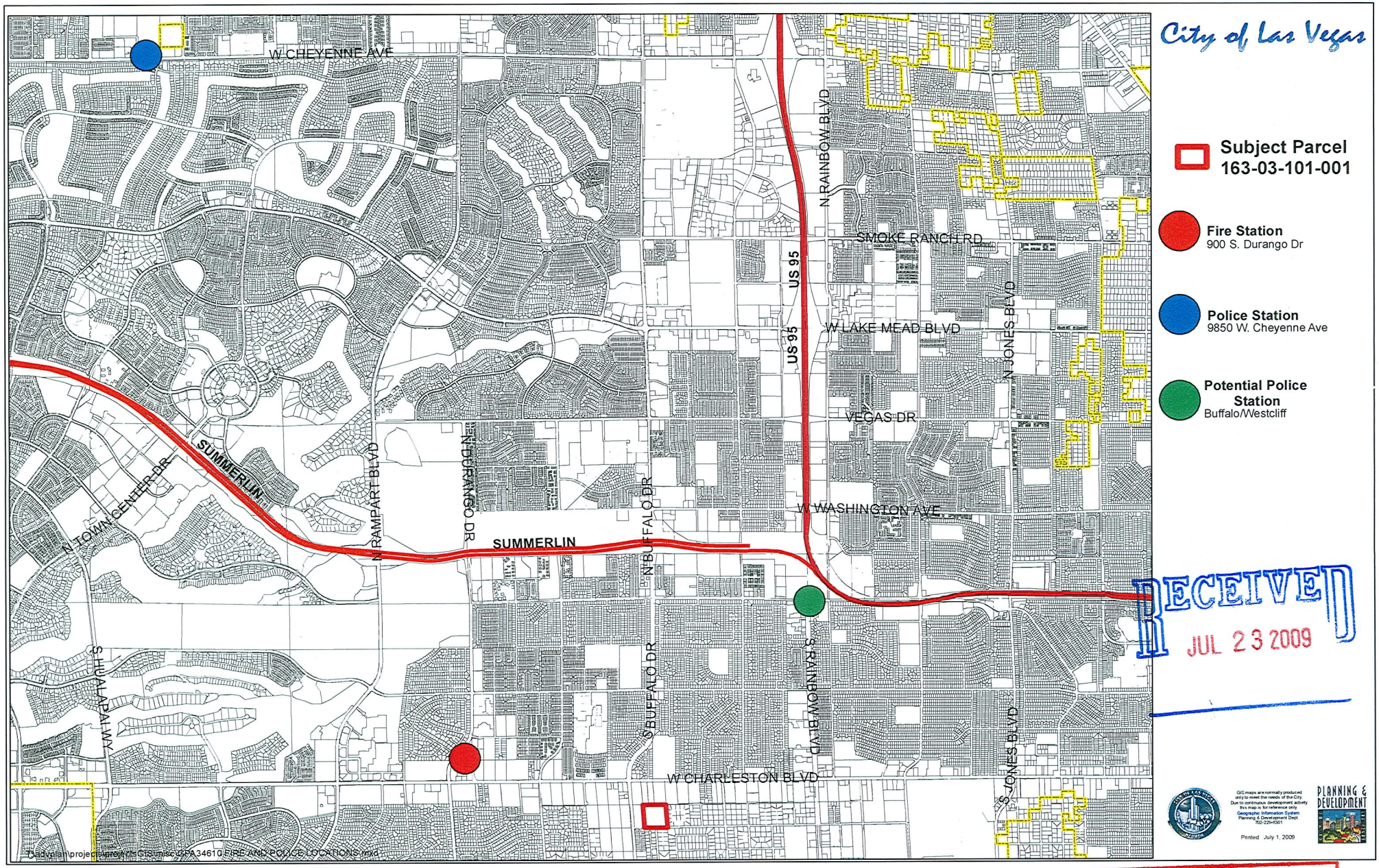
APN#16303211001

FAVOSIT 89117

Submitted after final agenda

Date 8/18/09 Item 84985
W-2

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



Submitted after final agenda

Date 7.23.09 PC Item 6

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
0004279213 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611

Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 30 2009

Case: GPA-34610

16303110012
DELDIN MICHAEL B
802 IOWA ST
LOS BANOS CA 93635-3450

DAVDP11 93635

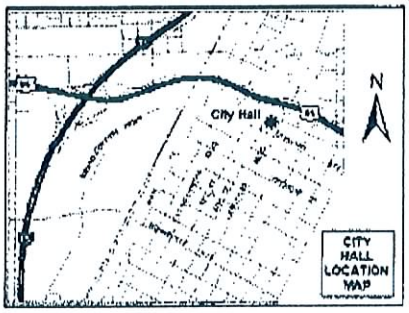
29P

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
ONE ROUNDS
02 1M $ 00.41⁴
0004279219 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 29 2009

Case: GPA-34610
16303210008
ANSPACH LAWRENCE C REVOCABLE TR
1509 GOLDEN OAK DR
LAS VEGAS NV 89117-1451

29P

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

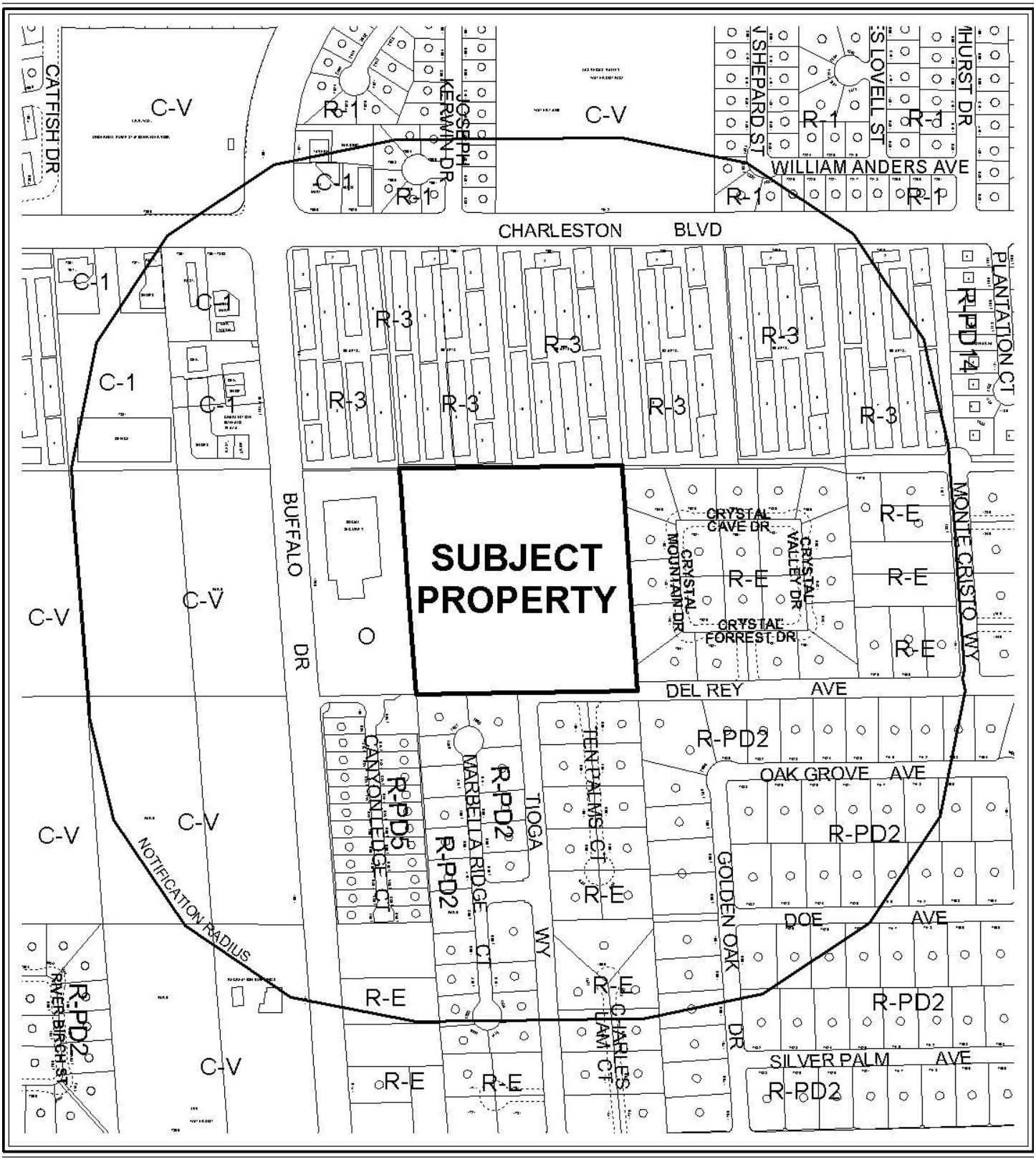
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-34611 - ABEYANCE ITEM - REZONING RELATED TO GPA-34610 - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), Ward 2 (Wolfson). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Grant Details Letter from U.S. Department of the Interior Bureau of Land Management
7. Protest Postcards
8. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 7



0 400 800 Feet

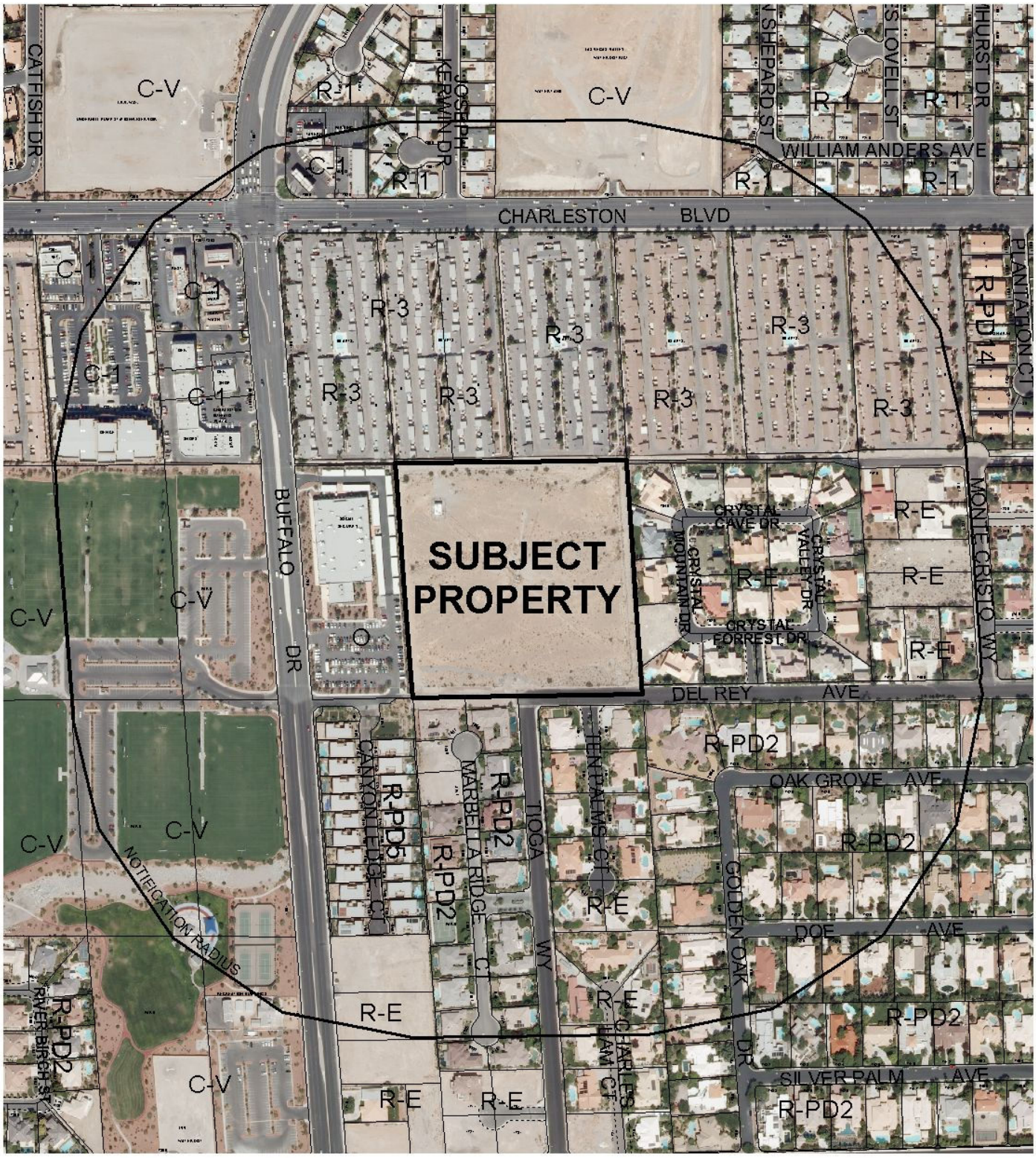
CASE: **ZON-34611**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 400 800 Feet

CASE: **ZON-34611**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-34611 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is an unimproved lot containing an existing 321-foot tall, non-conforming Radio, TV or Microwave Communication Tower, located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way. The applicant is proposing to expand the use by adding an antenna to the tower and related support equipment on the ground. As the expansion of this non-conforming use of the site is not permitted, the applicant is requesting this Rezoning from the R-E (Residence Estates) to the C-V (Civic) zoning district. The result of this change, combined with the approval of an associated request for a General Plan Amendment (GPA-34610), will be that the existing use of the site will become a conforming use, and could then be expanded through the approval of a Site Development Plan Review (SDR-34612). Denial of this request will require that the associated requests also be denied, and the use will remain as a non-conforming use in its current configuration. Staff is recommending approval of this request as the use of the site for the communications tower has been in existence since 1975, and the requested Rezoning is compatible with the adjacent surrounding zoning districts.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/86	The City Council approved an Annexation (A-0009-85) of property located on the south side of Charleston Boulevard between Fort Apache Road and Torrey Pines Drive for 1,470 acres of various zoning classifications. The Planning Commission and staff recommended approval of the request. The effective date of the Annexation was 03/28/86.
11/23/98	The City Council approved a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Channel, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive, from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of the request.
11/08/07	A Code Enforcement citation (#59678) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 11/15/07.
10/08/08	A Code Enforcement citation (#70520) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 10/14/08.
07/23/09	The Planning Commission recommended denial of companion items GPA-34610 and SDR-34612 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #7/bts).

Related Building Permits/Business Licenses	
09/30/74	A Grant lease (#N-7884) was approved by the Bureau of Land Management for a communications site. The Grant lease will expire on September 29, 2024.
09/31/74	A Building Permit (#BP-19,658) was issued by the United States of America Federal Communications Commission for a 321-foot antenna. The permit was finaled on 07/31/75.
Pre-Application Meeting	
05/08/09	The following items were discussed at the pre-application meeting: • The existing 321-foot communication tower and associated equipment was discussed. • The proposed co-location of a 25-foot antenna, new satellite dishes and related equipment was discussed.
Neighborhood Meeting	
06/10/09	A neighborhood meeting was held at 6:30 pm at the Johnson Community School located at 340 Vila Monterey Drive, Las Vegas, Nevada 89145. There were 15 members of the public, four representations of the applicant and one member of the Planning and Development Department present. The following is a list of questions, concerns and comments from the attendants of the meeting: • The site is not being properly maintained as it has graffiti and trash on it. • The site has illegal activity occurring on it. • No landscaping is being proposed as a part of the application. • No buffer wall or fence is being proposed as a part of the application. • A request to have the notice area increased for the entire area from Cimarron to Rainbow to Sahara to Charleston. There was a consensus of opposition towards the new tower and the change in land use and zoning.

Field Check	
06/04/09	A field check was completed on the indicated date. Planning and Development found the following items; • Staff identified the existing 321-foot communication tower and the related equipment enclosed by chain-link and barbed wire fencing. • Staff verified that there is graffiti and debris on the subject site. A condition of approval has been added to the Site Development Plan Review (SDR-34612) to correct this issue.

Details of Application Request	
Site Area	
Gross Acres	10.89 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Communication Tower	DR (Desert Rural Residential) [Proposed: PF (Public Facilities)]	R-E (Residence Estates) [Proposed: C-V (Civic)]
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre) and R-E (Residence Estates)
East	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Social Security Building	O (Office)	O (Office)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.020, the following standards are proposed:

Standard	***Provided***
Min. Lot Size	A portion of a 10.89 acre site
Min. Setbacks • Front (Del Rey Avenue) • Side (East property line) • Side (West property line) • Rear (North property line)	 548 Feet 554 Feet 106 Feet 114 Feet
Max. Building Height (Structure)	321 Feet
Mech. Equipment	Screened

ANALYSIS

The subject site has a General Plan designation of DR (Desert Rural Density Residential). The applicant is proposing a General Plan designation of PF (Public Facilities). The PF (Public Facilities) land use designation will allow conformance with the proposed C-V (Civic) zoning designation.

This request would Rezone the subject site from R-E (Residence Estates) to C-V (Civic), which is intended for a 321-foot Radio, TV or Microwave Communication Tower. The C-V (Civic) district is consistent with the PF (Public Facilities) category of the General Plan

As the proposed C-V (Civic) zoning district is consistent with the proposed PF (Public Facilities) General Plan designation, and the proposal is compatible with the surrounding land uses, staff is recommending approval of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-V (Civic) zoning district is consistent with the proposed PF (Public Facilities) land use category and conforms to the General Plan.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed by the C-V (Civic) zoning district are compatible with the surrounding land uses and zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The existing Radio, TV or Microwave Communication Tower is non-conforming in the existing R-E (Residence Estates) zoning district. Rezoning the subject site will bring the property into conformance with Title 19 and establish the existing use and its expansion.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed from Del Rey Avenue, a 60-foot Local Street, as designated by the Master Plan of Streets and Highways. This street is adequate to meet the requirement of the proposed zoning district. The subject use will produce a negligible increase in traffic volumes.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 161 by City Clerk

APPROVALS 0

PROTESTS 11

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-34611** APN: 163-03-101-001

Name of Property Owner: USA GOVERNMENT - BLM -

Name of Applicant: MEDIA FLO - FLO TV, INC.

Name of Representative: Janice Manley

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: Janice Manley

Print Name: Janice Manley

Subscribed and sworn before me

This 19 day of JUNE, 2009

Notary Public in and for said County and State

EDDIE LARUE
Notary Public State of Nevada
No. 93-1085-1
My appt. exp. Mar. 15, 2013

State of Nevada
County of Clark

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
JUN 19 2009

Zoning
Parcel 163-03-101-001



RECEIVED

MAY 26 2009

FROM RE TO CV

ZON-34611
07/09/09 PC

Zoning		
U	R-2	C-1
R-A	R-3	C-2
R-E	R-4	C-M
R-D	R-5	M
R-PD	R-MHP	C-V
R-1	P-R	C-PB
R-MH	N-S	P-C
R-CL	O	PD
	C-D	TC

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

Data Current as: May 18, 2009



ZON-34611 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



ZON-34611 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



ZON-34611 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



ZON-34611 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09

May 26, 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Pre-Application request for GPA, ZON and SDR
APN 163-03-101-001 – near Intersection of Buffalo and Charleston

On behalf of FLO TV Inc., I respectfully request your consideration and acceptance of the attached application. This project is located on APN 163-03-101-001 on the north side of Del Rey, east of Buffalo and south of Charleston and is designed as a collocation of 1 UHF broadcast antenna to an existing 318.9-foot communication tower on a government owned, R-E zoned parcel.

FLO TV Inc. (www.flotv.com) – a provider of nationwide multimedia network services wireless devises enabling fast, simple, portable, reliable and affordable entertainment featuring live, simulcast and time shifted full-length television programming anytime and anywhere within FLO's coverage area – is now in the process of building a network in the greater Las Vegas valley. FLO has teamed up with the nation's largest television networks to offer a wide variety of television programming. Consumers can enjoy live sporting events, news, music videos, cartoons, and many of America's most popular television programs.

This application located on APN 163-03-101-001 is for one UHF antenna to be placed on the tower along with 2 Satellite KU band dishes, an emergency back-up generator, heat exchanger and IsoCoil to be placed at the base of the tower as well as inside the fenced in lease area with the transmitter, filter and pump assembly to be placed inside the existing communications building.

The property is currently zoned R-E for residential uses and, in order to add the installation proposed by FLO TV, this application for re-zoning is being submitted. This request is to change the current zoning designation of the property from R-E to CV to allow a communications site under the current zoning regulations. I am also submitting an application for General Plan Amendment to change the property designation from DR to PR-OS. A Site Plan Review application is also being submitted for review to insure that the proposed changes will adhere to the current ordinance pertaining to communications sites.

If you have any concerns regarding this application, please do not hesitate to contact me at (505) 250-6389.

Sincerely,

Janice Manley

Janice Manley
Site Acquisition Specialist
WFI, representing FLO TV Inc.
Janice.manley@wfinet.com

Wireless Facilities, Inc.
representing FLO TV Inc.
10820 Nelle Avenue NE
Albuquerque, NM 87111

ZON-34611
07/09/09 PC

Form NSO 2800-4
(Rev. Mar. 1971)
(Page 1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Nevada State Office
Room 3008 Federal Building
300 Booth Street
Reno, Nevada 89502

2800
N-7884
(N-943.2)

September 30, 1974

D E C I S I O N

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant:	N-7884
Name and address of grantee:	Nevada Broadcast, Inc. 925 East Desert Inn Road Las Vegas, Nevada 89109
Map showing location and dimensions of grant:	
Map designation:	KRAM Site
Date filed:	October 2, 1973
Permitted use by grantee:	Communications Site
Authority for grant:	Act of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961)
Regulations applicable to grant:	
Code reference:	43 CFR 2800 and 2861
Circular number:	2322 and 2327
Date of grant:	September 30, 1974
Expiration of grant:	September 29, 2024
Rental:	$1,620.00 paid for the first 10-year period, subject to review and in accordance with 43 CFR 2802.1-7(e)
When payable by grantee:	On or before September 30, 1984

SDR-34612
ZON-34611
GPA-34610
REVISED
07/09/09 PC

RECEIVED
JUN 19 2009

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of grant.

2. All applicable regulations cited, including but not limited to 43 CFR 2801.1-5(m) which states: "That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States."

3. Filing of proof of construction within five years of date of grant in accordance with 43 CFR 2802.2-2.

4. Although the out-boundaries of the site are described on the map accompanying the application, these boundaries are for identification purposes only and no exclusive rights are granted thereby. Any subsequent applicants may be granted space within the out-boundaries of the site (for example, between guy wires and buildings) for electronic use as long as no interference is generated to prior grantees. Any fence construction must first be cleared by the Bureau of Land Management.

5. The grantee shall not install or allow the installation of any other organization's electronic equipment in the grantee's building or attachment to the grantee's antenna support structures without the new organization obtaining a separate right-of-way from the Bureau of Land Management for the joint occupancy of the said facility.

6. All facilities and structures utilized by the grantee must display a permanent identification tag showing the user's name, address, phone number and Bureau of Land Management serial number.

7. **Stipulations signed by grantee and attached hereto.**

RECEIVED

JUN 19 2003

8. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of this communications site must be conducted within the limits of the right-of-way.

Pursuant to 43 CFR 2801.1-5, the District Manager, Las Vegas, Nevada, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

(SGD) A. John Hillsamer

A. John Hillsamer, Chief
Lands & Minerals Operations

cc: DM, Las Vegas
Engineering, Attn: Jim Saladin w/cy Form 2860-1

ALDougherty:rp 9/30/74

Form NSO 2800-4 (August 1973)
(Page 3-d)

RECEIVED

JUN 19 2003

RECEIVED
Bur. of Land Management
10:53 A.M. MAY 3 1974
NEVADA STATE OFFICE
RENO, NEVADA

SPECIAL STIPULATIONS

Nevada Broadcast, Inc. agrees that in addition to the requirements of the regulations, it will be bound by the following special stipulations for right-of-way N-7884:

1. When antiquities, including but not limited to archaeological items, paleontological objects or other objects of historic or scientific interest are discovered while using the property, the permittee shall leave the items or conditions intact, will immediately cease operations, and inform the District Manager, Bureau of Land Management, Las Vegas District.

2. Restrict construction and maintenance vehicle travel to existing county and right-of-way access roads where possible.

3. The buildings will be painted so as to blend in with the surrounding area.

4. The Bureau of Land Management through its authorized representatives shall have the right at all reasonable times to go upon and enter the land and improvements constructed thereon for the purpose of inspecting same.

Jess B. Bowers
Signature

President
Title

April 30th 1974
Date

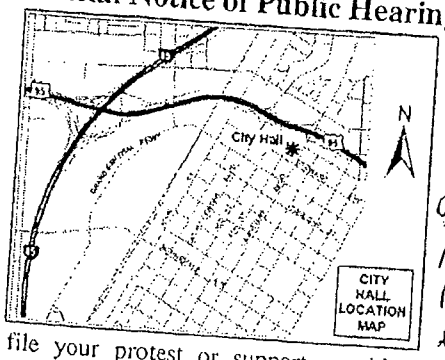
RECEIVED
JUN 19 2003

RECEIVED
CITY CLERK

2009 AUG 10 A 9:26

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



We oppose SRD-34612 on the same grounds as listed for GPA-34610 & ZON 34611. We further request that if the antenna cannot be removed, then we ask to stipulate in the lease that an 8FT wall be erected on the Del Ray Ave. side with a sidewalk to meet the existing walk already present. We further ask that trees be planted to obstruct the present view.

8/8/09

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 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

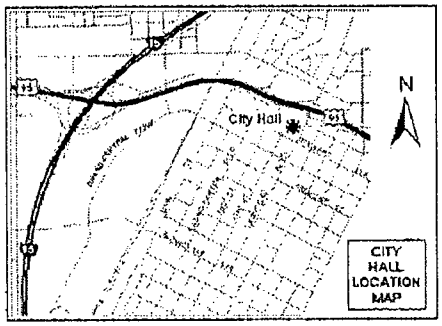
BRUK FAMILY LIVING.TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

Aug 10 09 08:58a Benjamin Bruk P.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



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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

RECEIVED
CITY CLERK
2009 AUG 11 A 8:00

GARETTO THOMAS P & JORINA L
1500 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211008

RECEIVED
CITY CLERK

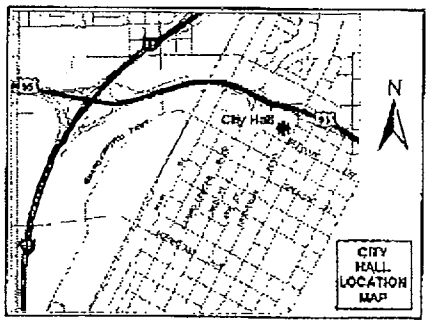
2009 AUG 11 A 10:20

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
0004279218
$ 00.41⁴
AUG07 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.

GPA-34610 & ZON-34611

City Council Meeting of 8/19/2009

ANSPACH LAWRENCE C REVOCABLE
1509 GOLDEN OAK DR
LAS VEGAS NV 89117-1451

APN#16303210008

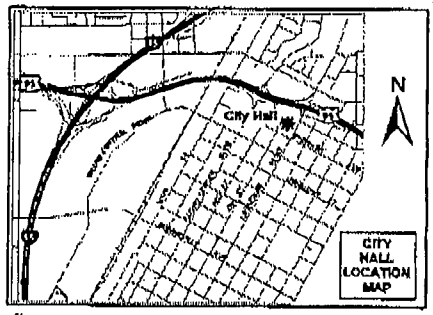
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004278215 AUG 07 2009
MAILED FROM ZIPCODE 89101

2009 AUG 11 P 3:15
RECEIVED CITY CLERK

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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

LONGLEY JULIE K
1400 TEN PALMS CT
LAS VEGAS NV 89117-1403

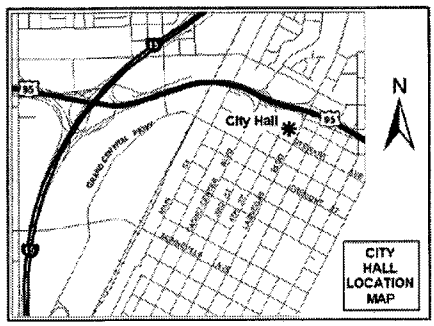
APN#16303211010

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 AUG 07 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



We oppose SRD-34612 on the same grounds as listed for GPA-34610 & ZON 34611. We further request that if the antenna cannot be removed, then we ask to stipulate in the lease that an 8FT wall be erected on the Del Ray Ave. side with a sidewalk to meet the existing walk already present. We further ask that trees be planted to obstruct the present view.

BB/bb

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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

BRUK FAMILY LIVING.TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

Submitted At Meeting
Date 8/19/09 Item 84985
W-2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

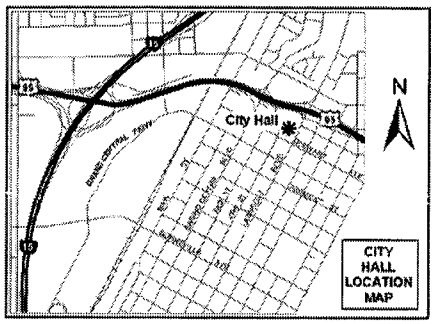
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG07 2009
MAILED FROM ZIP CODE 89101

2009 AUG 12 A 11:10

RECEIVED
CITY CLERK

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 comment.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

LEEDS ROBERT X & PEGGY
1405 TEN PALMS CT
LAS VEGAS NV 89117-1404

APN#16303211002

Submitted after final agenda

Date 8/12/09 Item 84485
W-2

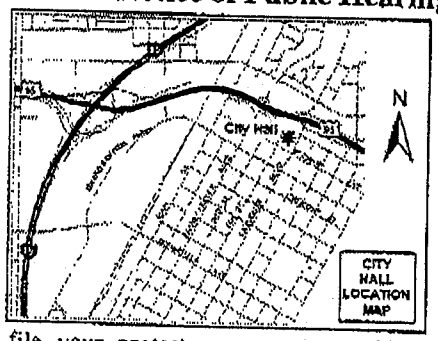
of Las Vegas
e Of The City Clerk
Stewart Avenue
Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 07 2009
MAILED FROM ZIPCODE 89101

2009 AUG 13 P 2:19
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



ou wish to file your protest or support on this request, check the
priate box below and return this card in an envelope with postage to the
e Of The City Clerk at the address listed above or fax this side of this
to (702) 382-4803. If you would like to contact your Council
sentative, please call (702) 229-6405.

☐ I SUPPORT this Request

▨ I OPPOSE this Request

se use available blank space on card for your comments.

SDR-34610 & ZON-34611
Council Meeting of 8/19/2009

STONE JAY B & CAROLYN T
1509 TEN PALMS CT
LAS VEGAS NV 89117-1478

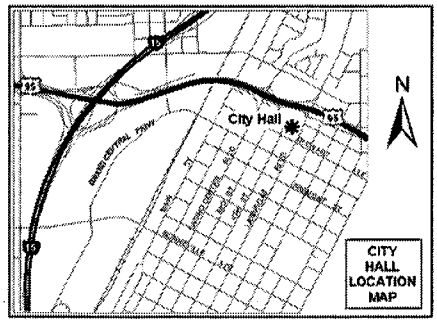
APN#16303211005

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 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

2009 AUG 14 A10:37
RECEIVED
CITY CLERK

BOYER JOHN WALTER & ROBIN LYNN
BOYER JOHN W 2005 LIV TR AGMT
1605 GOLDEN OAK DR
LAS VEGAS NV 89117-1452

APN#16303210005

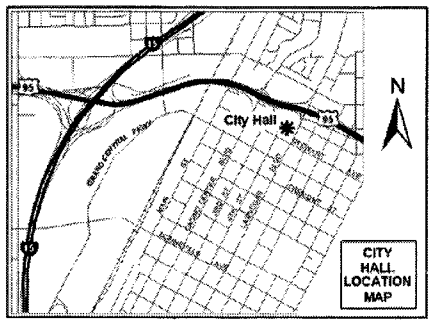
Submitted after final agenda
Date 8/19/09 Item 84185
W-2

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 $ 00.41[4]
0004279218 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

RECEIVED
2009 AUG 17 A 10:53
CITY CLERK

RAMIREZ JOSEPH M LIVING TR 1990
RAMIREZ RICHARD J TRS
1501 CANYON LEDGE CT
LAS VEGAS NV 89117-1491

APN#16303216017

Submitted after final agenda
Date 8/17/09 Item 84485
W-2

RECEIVED
CITY CLERK

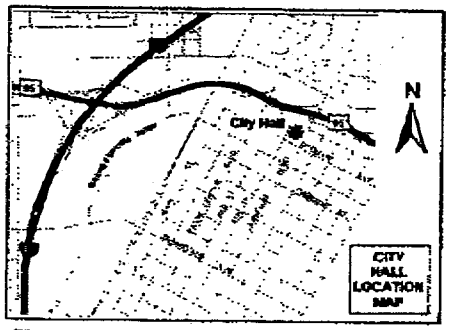
2009 AUG 18 P 1:35

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 $ 00.41
0004279218 AUG 07 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.

GPA-34610 & ZON-34611
City Council Meeting of 8/19/2009

KESSLER MICHAEL & MELINDA R
1401 TEN PALMS CT
LAS VEGAS NV 89117-1404

APN#16303211001

FAVOSIT 89117

Submitted after final agenda

Date 8/18/09 Item 84985
W-2

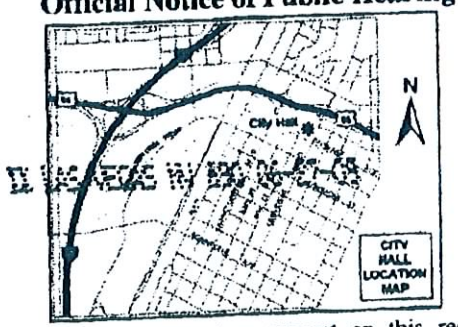
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
0004279213 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611

Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 30 2009

Case: GPA-34610

16303110012
DELDIN MICHAEL B
802 IOWA ST
LOS BANOS CA 93635-3450

DAVDF11 93635

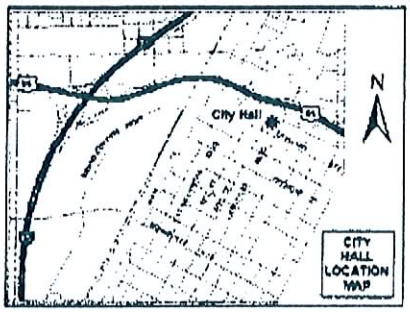
30P

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 $ 00.41⁴
0004279219 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 29 2009

Case: GPA-34610
16303210008
ANSPACH LAWRENCE C REVOCABLE TR
1509 GOLDEN OAK DR
LAS VEGAS NV 89117-1451

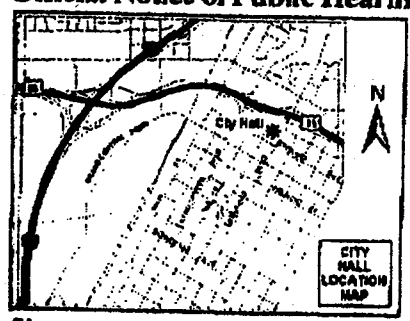
89117814518900867

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



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.

GPA-34610 & ZON-34611

Planning Commission Meeting of 7/9/2009

DAVDP11 05117

02 1M
0004279216 JUN 26 2009
MAILED FROM ZIPCODE 89101

RECEIVED
JUL 02 2009

16303110006 Case: GPA-34610
SCHENKEL FAMILY TRUST
7540 CRYSTAL CAVE DR
LAS VEGAS NV 89117-1480

Submitted after final agenda

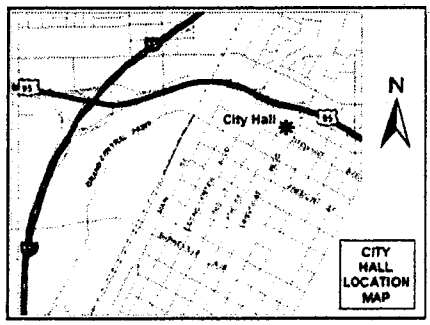
Date 7/2/09 Item 30P

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
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 02 2009

Case: GPA-34610
16303211002
LEEDS ROBERT X & PEGGY
1405 TEN PALMS CT
LAS VEGAS NV 89117-1404

DAVDS11 A9117

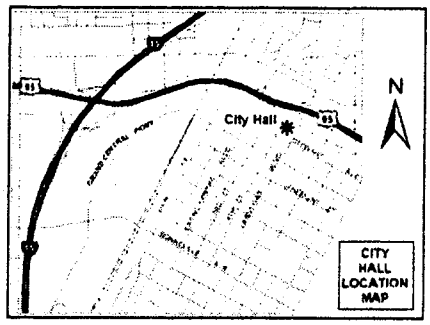
Submitted after final agenda
Date 7/2/09 Item 30P

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 PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JUN 26 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 02 2009

Case: GPA-34610
16303210005
BOYER JOHN WALTER & ROBIN LYNN
1605 GOLDEN OAK DR
LAS VEGAS NV 89117-1452

89117814529003

Submitted after final agenda
Date 7/2/09 Item 30P

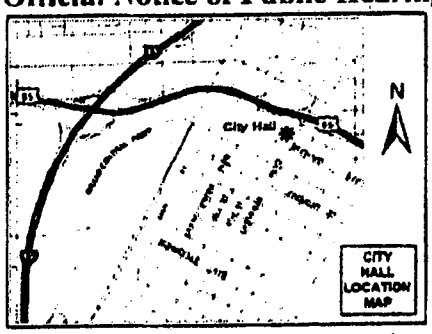
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 26 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.

GPA-34610 & ZON-34611

Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 07 2009

Case: GPA-34610

16303211007
MADIGAN KATHLEEN A TRUST
1504 TEN PALMS CT
LAS VEGAS NV 89117-1477

DAVIDS11 89117

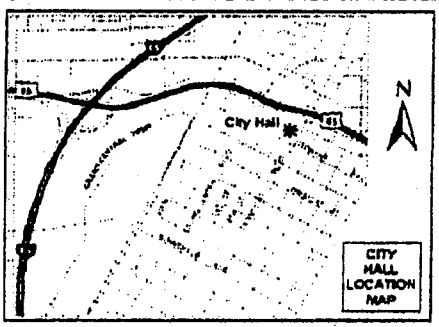
Submitted after final agenda

Date 7/7/09 Item 30P

Jul 05 09 02:42p Thomas & Jorina Garetto 7022439516 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



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.
GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 0 7 2009

Case:
16303211008
GARETTO THOMAS P & JOR
1500 TEN PALMS CT
LAS VEGAS NV 89117-1477

DAVDP11 89117

Submitted after final agenda

Date 7/7/09 Item 30P

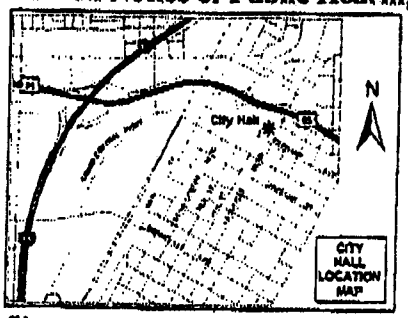
RECEIVED

JUL 07 2009

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.

GPA-34610 & ZON-34611

Planning Commission Meeting of 7/9/2009

Case: GPA-34610

16303211010
LONGLEY JULIE K
1400 TEN PALMS CT
LAS VEGAS NV 89117-1403

DAVIS11 A3117

Submitted after final agenda

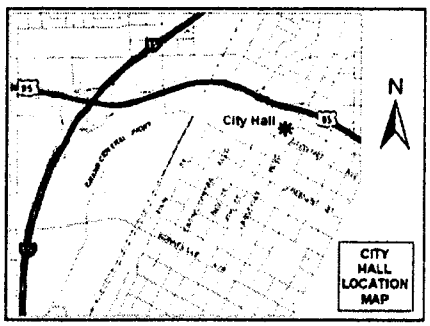
Date 7/7/09 Item 30P

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
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 07 2009

Case: GPA-34610
13833803001
MAHILL L L C
8144 MADDINGLY AVE
LAS VEGAS NV 89117-7638

DAVDF11 89117

Submitted after final agenda

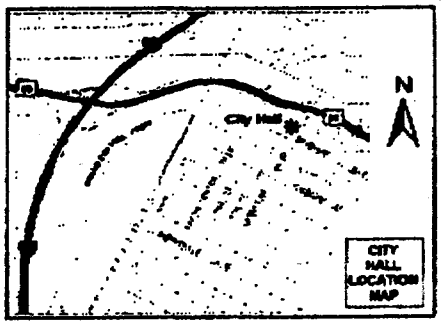
Date 7/7/09 **Item** 30P

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 PITNEY BOWES
02 1M $ 00.41⁴
0004279214 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

GPA-34610 & ZON-34611
Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 29 2009

Case: GPA-34610
16303211001
KESSLER MICHAEL & MELINDA R
1401 TEN PALMS CT
LAS VEGAS NV 89117-1404

DAVDP11 89117

Submitted after final agenda

Date 7/9/09 Item 30P

Douglas and Jo Ann Soule'
7520 Crystal Cave Drive
Las Vegas, Nevada 89117
Ph: 451-9535

RECEIVED
JUL 02 2009

June 29, 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Re: GPA-34610 ZON-34611 SDR-34612
Existing 319-Foot Radio, TV or Microwave Communication Tower

We have received several notices regarding the above proposed amendment, rezoning request and plan review. We have lived at our present address, in close proximity to the tower site, since December 1999. During that time we have had to add filters to every phone in our home, and to our intercom system. The radio station comes over our intercom loud and clear, making it almost impossible to hear what anyone says over our intercom system until we installed a filter. The filter makes it slightly more tolerable but with a filter it is hard to understand what anyone says on the intercom, and we can still hear the station. It is the same with our phones although the filters pretty much solved the problem.

Our complaint is that the radio tower is not doing everything they can to make sure they do not impact the residents in transmitting programs, such as our intercom problem. We have had the filter problem addressed several times hoping to find a filter that works well but have had no luck with that. It was our understanding that the FCA had specific rules for stations to avoid impacting the residents in their homes. However, this is a misunderstanding on our part, or it is being ignored.

The Tower Site is surrounded on three sides by residential housing. We also think it is a mistake to do any type of amendment or rezoning that locks the station to this site.

Thank you for your attention to the above matter.

Sincerely,

The Soules

The Soule's

Submitted after final agenda

Date 7/2/09 Item 30P

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

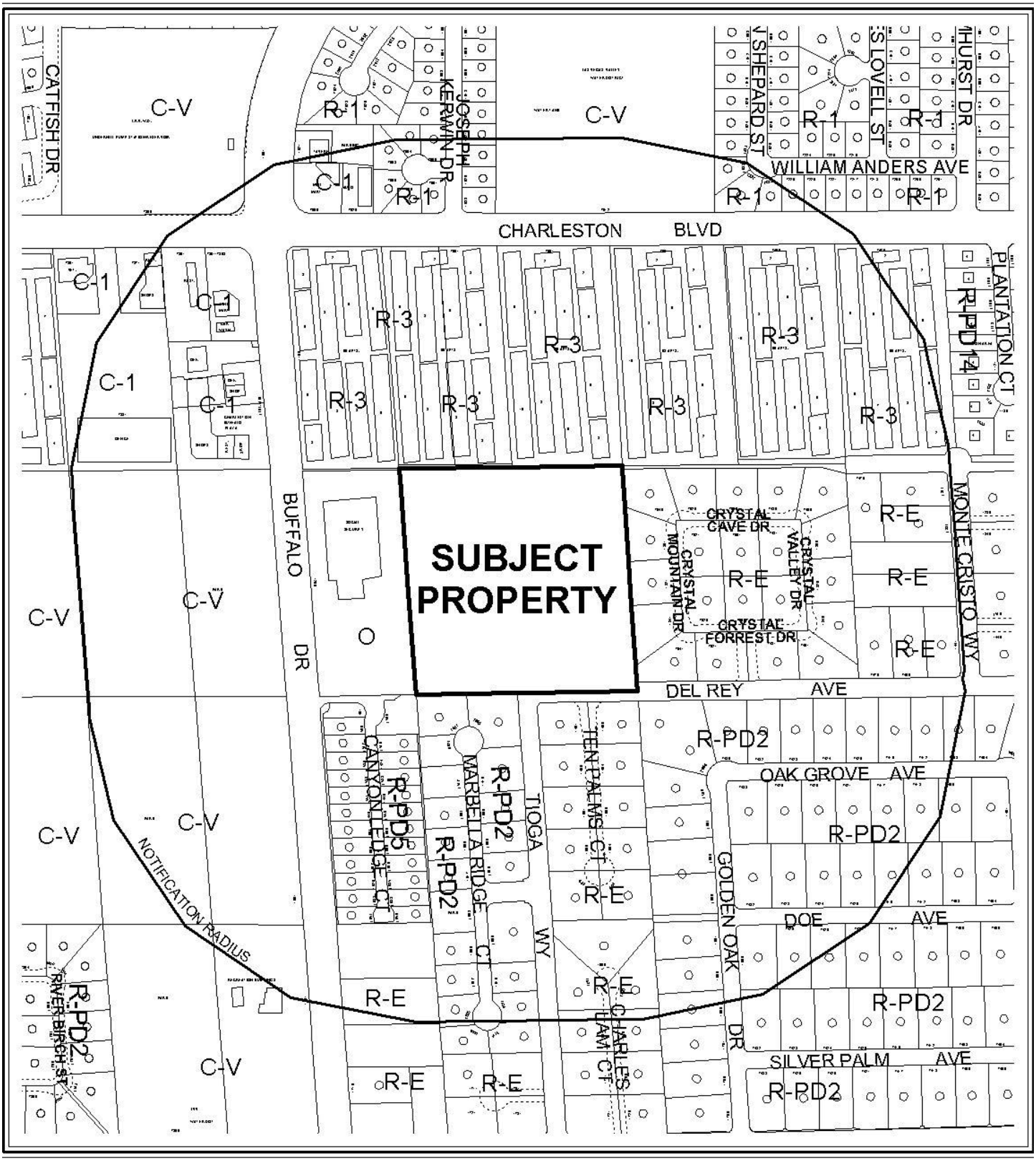
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-34612 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-34610 AND ZON-34611 - PUBLIC HEARING - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR AN EXISTING 321-FOOT RADIO, TV OR MICROWAVE COMMUNICATION TOWER AND THE INSTALLATION OF ONE ANTENNA AT A HEIGHT OF 300 FEET ON AN EXISTING TOWER on 10.89 acres located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way (APN 163-03-101-001), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 2 (Wolfson). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**1**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff 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. Grant Details Letter from U.S. Department of the Interior Bureau of Land Management
7. Protest Postcards
8. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 8



0 400 800 Feet

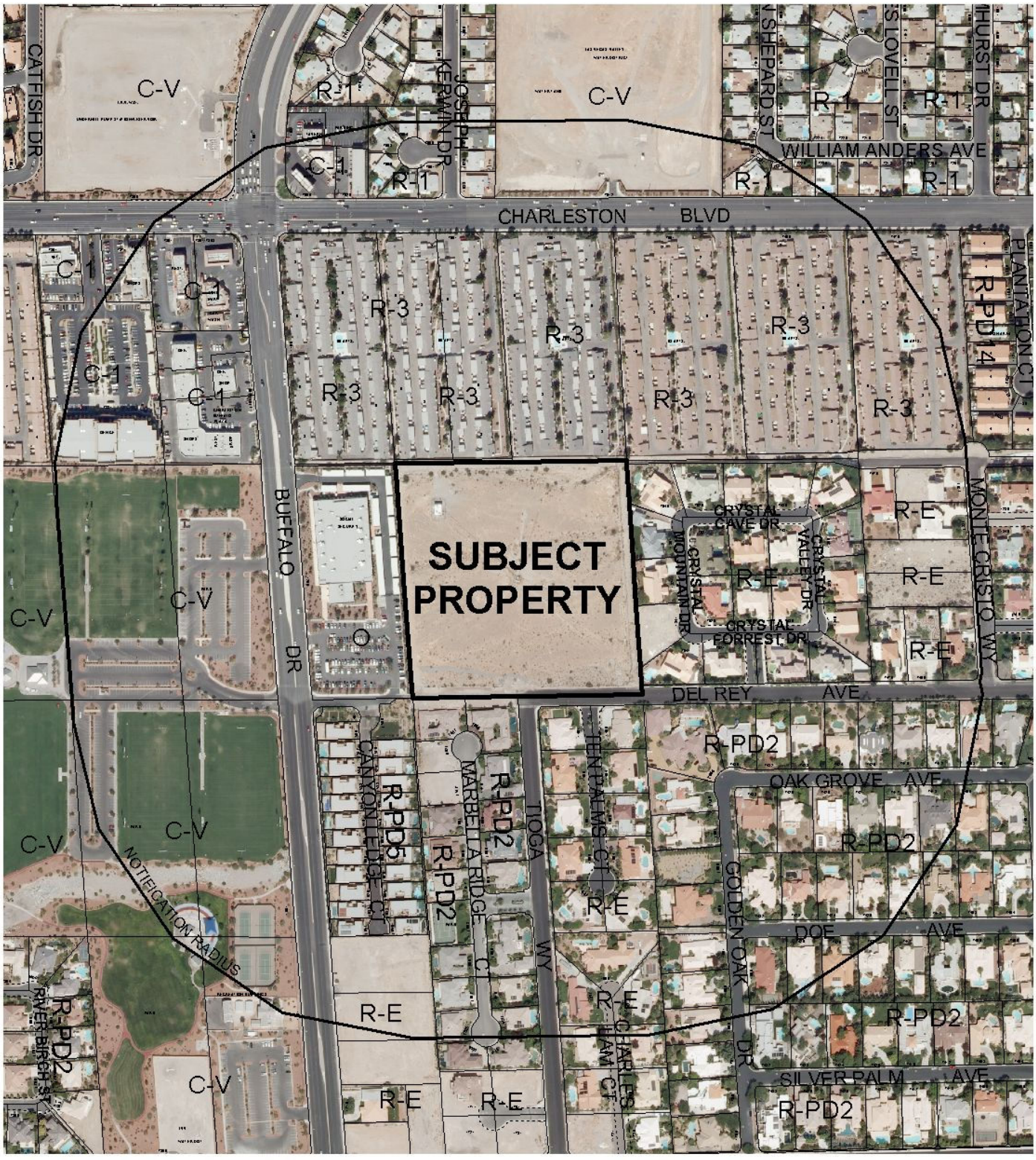
CASE: **SDR-34612**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 400 800 Feet

CASE: **SDR-34612**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-34612 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 05/26/09, except as amended by conditions herein.

3. The subject site shall be cleared of all debris, trash and graffiti, prior to the issuance of building permits, and maintained thereafter.

4. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

5. 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.

6. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

7. Construct all incomplete half-street improvements on Del Rey Avenue adjacent to this site and those portions of Tioga Way necessary to connect Del Rey Avenue and Tioga Way in a manner acceptable to the City Engineer concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to add an additional 25-foot antenna at the 300-foot center line on an existing 321-foot Radio, TV or Microwave Communication Tower located on the north side of Del Rey Avenue, approximately 900 feet west of Monte Cristo Way. The applicant is also proposing additional related equipment inside of an existing 600 square-foot telecommunications building, fenced storage yard and the area between the storage area and the existing tower. The addition of the 25-foot antenna and related equipment will have a minimal impact upon the existing site and the surrounding neighborhood; therefore, staff is recommending approval.

Issues:

- Staff can support the additional 25-foot antenna on the existing 321-foot tower. The existing tower has been in existence since 1975. The building permit for the existing tower was finaled on 07/31/75.

- The current use of the site for a communications tower is non-conforming. Approval of an associated General Plan Amendment (GPA-34610) to PF (Public Facilities) and a Rezoning (ZON-34611) to C-V (Civic) district is required prior to approval of this request. If the associated requests are denied, this Site Development Plan Review cannot be approved, pursuant to Title 19.16.030 (D).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/86	The City Council approved an Annexation (A-0009-85) of property located on the south side of Charleston Boulevard between Fort Apache Road and Torrey Pines Drive for 1,470 acres of various zoning classifications. The Planning Commission and staff recommended approval of the request. The effective date of the Annexation was 03/28/86.
11/23/98	The City Council approved a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Channel, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive, from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of the request.
11/08/07	A Code Enforcement citation (#59678) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 11/15/07.

10/08/08	A Code Enforcement citation (#70520) was issued at the northwest corner of Del Rey Avenue and Tioga Way for trash and debris. Code Enforcement closed the case on 10/14/08.
07/23/09	The Planning Commission recommended denial of companion items GPA-34610 and ZON-34611 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #8/bts).
Related Building Permits/Business Licenses	
09/30/74	A Grant lease (#N-7884) was approved by the Bureau of Land Management for a communications site. The Grant lease will expire on September 29, 2024.
09/31/74	A Building Permit (#BP-19,658) was issued by the United States of America Federal Communications Commission for a 321-foot antenna. The permit was finaled on 07/31/75.
Pre-Application Meeting	
05/08/09	The following items were discussed at the pre-application meeting: • The existing 321-foot communication tower and associated equipment was discussed. • The proposed co-location of a 25-foot antenna, new satellite dishes and related equipment was discussed.
Neighborhood Meeting	
06/10/09	A neighborhood meeting was held at 6:30 pm at the Johnson Community School located at 340 Vila Monterey Drive, Las Vegas, Nevada 89145. There were 15 members of the public, four representations of the applicant and one member of the Planning and Development Department present. The following is a list of questions, concerns and comments from the attendants of the meeting: • The site is not being properly maintained as it has graffiti and trash on it. • The site has illegal activity occurring on it. • No landscaping is being proposed as a part of the application. • No buffer wall or fence is being proposed as a part of the application. • A request to have the notice area increased for the entire area from Cimarron to Rainbow to Sahara to Charleston. • There was a consensus of opposition towards the new tower and the change in land use and zoning.

Field Check	
06/04/09	A field check was completed on the indicated date. Planning and Development found the following items; • Staff identified the existing 321-foot communication tower and the related equipment enclosed by chain-link and barbed wire fencing. • Staff verified that there is existing graffiti and debris on the subject site. A condition of approval has been added to correct this issue.

Details of Application Request	
Site Area	
Gross Acres	10.89 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Communication Tower	DR (Desert Rural Residential) [Proposed: PF (Public Facilities)]	R-E (Residence Estates) [Proposed: C-V (Civic)]
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre) and R-E (Residence Estates)
East	Single-Family Dwellings	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Social Security Building	O (Office)	O (Office)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.020, the following standards are proposed:

Standard	*Provided*
Min. Lot Size	A portion of a 10.89 acre site
Min. Setbacks • Front (Del Rey Avenue) • Side (East property line) • Side (West property line) • Rear (North property line)	 548 Feet 554 Feet 106 Feet 114 Feet
Max. Building Height (Structure)	321 Feet
Mech. Equipment	Screened

ANALYSIS

The applicant is proposing to co-locate one antenna at the 300-foot center line on an existing 321-foot Radio, TV or Microwave Communication tower. The applicant is also proposing additional related equipment inside of an existing 600 square-foot telecommunications building, fenced storage yard and between the storage area and the existing tower. A related General Plan Amendment (GPA-34610) and Rezoning (ZON-34611) will accompany the subject application. The proposed Rezoning from R-E (Residence Estates) to Civic (Civic) and the General Plan Amendment for DR (Desert Rural Density Residential) to PF (Public Facilities) will allow the existing tower and any related improvements as a conforming use. The subject site also contains a chain-link fence with barbed wire, which was built as a part of the subject site in 1975. The subject Site Development Plan Review will establish the Radio, TV or Microwave Communication tower use on the subject site pursuant to Title 19.06.

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 development and development in the area. The site has existed in its current configuration since1975, and the proposed changes will have a minimal impact on the site.

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 all applicable City plans, policies and standards for a development within a proposed C-V (Civic) zoning district.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Del Rey Avenue, a 60-foot Local Street, as designated by the Master Plan of Streets and Highways. This street is adequate to meet the requirement of the proposed zoning district. The subject use will produce a negligible increase in traffic volumes.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are appropriate for this area and for the City.

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 design will remain largely unchanged with the addition of a 25-foot antenna on the side of an existing 321-foot tower and related equipment will be located at the ground level, thereby remaining compatible with existing development.

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.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 161 by City Clerk

APPROVALS 1

PROTESTS 8

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-34612 APN: 163-03-101-001

Name of Property Owner: USA GOVERNMENT - BLM -

Name of Applicant: MEDIA FLO - FLO TV, INC.

Name of Representative: Janice Manley

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: Janice Manley

Print Name: Janice Manley

Subscribed and sworn before me

This 19 day of June, 2009

EDDIE LARUE
Notary Public State of Nevada
No. 98-1085-1
My appt. exp. Mar. 15, 2013

Notary Public in and for said County and State

State of Nevada County of Clark

Revised 11-14-06 f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED

JUN 19 2009

FLO TV

live mobile tv

5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

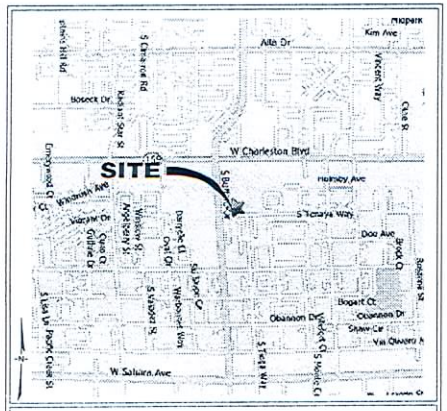
RECEIVED
MAY 26 2009

SITE INFORMATION

SITE NAME:	LAS VEGAS
SITE NUMBER:	LAS-006BP
SITE ADDRESS:	NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD. LAS VEGAS, NV 89102
ASSESORS PARCEL NUMBER:	163-03-101-001
JURISDICTION:	CITY OF LAS VEGAS
SITE COORDINATES:	N 36° 09' 21.9" (NAD 83) W 115° 15' 38" (NAD 83)
GROUND ELEVATION:	2823.1'± (NAVD 88)
STRUCTURE TYPE:	GUYED TOWER
STRUCTURE HEIGHT:	318.9'± AGL (TOP OF GUYED TOWER)
ANTENNA RAD CENTER:	287'± AGL
PROPERTY OWNERS NAME:	BUREAU OF LAND MANAGEMENT
PROPERTY OWNERS ADDRESS:	WASHINGTON, DC 20260
APPLICANT:	FLO TV USA 5775 MOREHOUSE DRIVE SAN DIEGO, CALIFORNIA 92121
AGENT:	WIRELESS FACILITIES, INC. JANICE MANLEY (505)250-6389 10820 NELLE AVE NE ALBUQUERQUE, NM 87111
ENGINEER:	CMX 3100 WEST RAY ROAD, SUITE 201 CHANDLER, AZ 85226

CODE ANALYSIS

BUILDING CODE:	2006 IBC
ELECTRICAL CODE:	2005 NEC
USE GROUP:	U (UTILITY)
CONSTRUCTION TYPE:	IIB



VICINITY MAP

DIRECTIONS:
FROM MCCARREN AIRPORT HEAD EAST ON WAYNE NEWTON BLVD, TAKE THE RAMP TOWARD I-215/HENDERSON/I-15/RENTAL CAR RETURN, MERGE ONTO PARADISE RD, MERGE ONTO I-215 W, MERGE ONTO I-15 N VIA EXIT 12A, TAKE THE SAHARA AVE EXIT, TURN LEFT ONTO W SAHARA AVE, TURN RIGHT ONTO S TENAYA WAY, TURN LEFT ONTO DEL RAY AVE, CONTINUE ON DEL RAY AVE UNTIL IT ENDS AT SITE.

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL CONSTRUCTION NOTES
A-1	SITE PLAN
A-2	COMPOUND PLAN
A-3	EQUIPMENT ROOM PLAN
A-4	EQUIPMENT ROOM INTERIOR ELEVATION
A-5	SOUTH ELEVATION (OVERALL)
A-6	EXISTING BUILDING ELEVATIONS
C-1	CONSTRUCTION DETAILS
C-2	CONSTRUCTION DETAILS
C-3	RF AND ANTENNA DETAILS
C-4	UHF COAX DETAILS (FLEX)
C-5	EQUIPMENT DETAILS
C-6	EQUIPMENT DETAILS
C-7	TRANSMITTER COOLING SCHEMATIC
E-1	ELECTRICAL NOTES
E-2	ELECTRICAL PANEL SCHEDULE
E-3	ONE-LINE DIAGRAM
E-4	SYSTEM LAYOUT
E-5	CONDUIT SCHEDULE
E-6	POWER AND CONTROL SYSTEM
E-7	POWER DESIGN
G-1	GROUNDING PLAN
G-2	EQUIPMENT ROOM GROUNDING ELEVATION PLAN
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
G-5	GROUNDING DETAILS

PROJECT DESCRIPTION

1. NEW EQUIPMENT TO BE INSTALLED WITHIN AN EXISTING TELECOMMUNICATIONS SHELTER.
2. NEW GENERATOR, HEAT EXCHANGER, AND ISO COIL TO BE INSTALLED ON A NEW CONCRETE PAD.
3. NEW ELECTRICAL SERVICE
4. NEW TELEPHONE SERVICE
5. INSTALLATION INCLUDES NEW ANTENNA AND SATELLITE DISHES

SDR-34612
07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFI
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • NEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/28/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080205501

DRAWING TITLE:
TITLE BLOCK

DRAWING SHEET:
T-1

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 1 OF 27

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACT SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE WORK. NO COMPENSATION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS.
3. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED MATERIALS WILL INCLUDE THE FOLLOWING, UNLESS NOTED OTHERWISE:
   A. TRANSMITTER
   B. RF FILTER
   C. MFTS RACK
   D. AUXILIARY EQUIPMENT IN MFTS RACK
   E. PUMP ASSEMBLY
   F. HEAT EXCHANGER
   G. HOSE AND HOSE MANIFOLDS (ANY COPPER OR STEEL SECTIONS PROVIDE BY CONTRACTOR)
   H. UHF ANTENNA AND MOUNTING BRACKETS, GPS ANTENNAS AND KU ANTENNAS
   I. UHF COAX AND HANGERS
   J. LMR COAX (HANGERS, CONDUIT AND ACCESSORIES BY CONTRACTOR)
   K. 480-208 AND 208-400 ELECTRICAL TRANSFORMERS (RE: E-2 FOR SPECIALIZED TRANSFORMERS PROVIDED BY CONTRACTOR)
   L. AUTOMATIC TRANSFER SWITCH AND GENERATOR
   M. EQUIPMENT SHELTER (SHELTERS FURNISHED IN FACTORY WITH HVAC EQUIPMENT AND ELECTRICAL DISTRIBUTION PANEL)
4. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM AN AUTHORIZED REPRESENTATIVE OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS AND CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
6. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE STATED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
9. CONTRACTOR SHALL COORDINATE HIS WORK WITH THE SUPERINTENDENT OF THE BUILDINGS & GROUNDS AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
11. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
12. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND IMMEDIATELY REPAIR ANY DAMAGE THAT OCCURS DURING CONSTRUCTION.
13. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESSOTHERWISE NOTED). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT.
14. REPAIR ALL EXISTING WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
15. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
16. KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
17. MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERS RECOMMENDATIONS.
18. ALL EXISTING INACTIVE SEWER, WATER, GAS ELECTRICAL AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH JURISDICTIONAL OR STATE AND LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH LOCAL REGULATORY AUTHORITIES.
20. LIGHT SHADED LINES AND NOTED REPRESENT WORK PREVIOUSLY DONE. DARK SHADED LINES AND NOTES REPRESENT THE SCOPE OF WORK FOR THIS PROJECT. CONTRACTOR SHALL VERIFY IF EXISTING CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
21. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS AND/OR WIRING CERTIFICATES REQUIRED FOR THE ELECTRICAL SERVICE UPGRADES. IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY COORDINATION AND SCHEDULING WITH THE SERVING ELECTRICAL UTILITY AND LOCAL INSPECTION AUTHORITIES.

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC "MANUAL OF STEEL CONSTRUCTION". STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:
   A. W-SHAPES: ASTM A992, 50 KSI
   B. ANGLES, BARS, CHANNELS: ASTM A36, 36 KSI
   C. HSS SECTIONS: ASTM 500, 46 KSI
   D. PIPE SECTIONS: ASTM A53-E, 35 KSI
2. ALL EXTERIOR EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GALVANIZED.
3. ALL WELDING SHALL BE PREFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINED SURFACES SHALL BE TOUCHED UP.
4. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (¾"Ø) CONNECTIONS AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
5. NON-STRUCTUAL CONNECTIONS FOR STEEL GRATING MAY USE (⅝"Ø) ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.

SITE WORK NOTES:

1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
2. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWING.
3. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
4. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION.CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
5. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION, ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PREFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.
6. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
7. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADE LIMITS.
8. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
9. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
10. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ARCHIVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
11. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUCHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
12. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN (10) HORIZONTAL TO (1) VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
13. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
14. ALL TREES AND SHRUBS WHICH RE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
15. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

RF NOTES:

1. ALL ANTENNAS PROVIDE BY OWNER UNLESS NOTED OTHERWISE.
2. ALL COAX PROVIDED BY OWNER UNLESS NOTED OTHERWISE.
3. CONTRACTOR TO FIELD VERIFY ANTENNA CABLE LENGTH.
4. COAX SHALL BE PROPERLY SUPPORTED PER MANUFACTURES RECOMMENDATIONS, MFTS SPECIFICATIONS, AND CONSTRUCTION DRAWINGS.
5. LMR COAX SHALL BE INSTALLED IN 1" RIGID CONDUIT OR AS OTHERWISE SHOWN ON DRAWINGS.
6. ALL COAX (EXICEPT RIGID UHF COAX) SHALL BE GROUNDED AT FIRST POINT OF ENTRY INTO BUILDING WITH COAX GROUNDING KIT. ADDITIONALLY, ALL FLEXIBLE COAX SHALL BE GROUNDED AT INTERVALS NOT TO EXCEED 200'.
7. ALL COAX CONNECTIONS SHALL BE PROPERLY WEATHER PROOFED AND SEALED.
8. PROVIDE DRIP LOOP AT ALL CONNECTIONS AT ANTENNA.
9. ALL ANTENNA AZIMUTHS SHALL BE VERIFIED PRIOR TO FINAL INSTALLATION OF ANTENNA. ANTENNA AZIMUTHS ON DRAWINGS ARE RELATIVE TO TRUE NORTH. CONTRACTOR RESPONSIBLE FOR ADJUSTMENTS TO MAGNETIC NORTH.
10. CONTRACTOR SHALL VERIFY EACH ANTENNA HAS A CLEAR VIEW AT ITS REQUIRED AZIMUTH PRIOR TO INSTALLATION OF THE ANTENNA. SUPPORT FRAMING, ICE SHIELDS OR COAX CONDUIT. CONTRACTOR SHALL PROVIDE WRITTEN REPORT TO CONSTRUCTION MANAGER DESCRIBING ANY POSSIBLE OBSTRUCTIONS OF SATELLITE VIEW INCLUDING, BUT NOT LIMITED TO, TREES, BUILDINGS. EXISTING ANTENNAS, TOWERS OR ICE BRIDGES.
11. ALL COAX IN ELEVATOR MACHINE ROOM SHALL BE INSTALLED IN RIDGED STEEL CONDUIT.

STRUCTURAL CONCRETE NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301-89, ACI 318-95 AND THE SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH fc'=2,500 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES CLASS "B" AND AT HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   A. CONCRETE CAST AGAINST EARTH.....3 IN.
   B. CONCRETE EXPOSED TO EARTH OR WEATHER:
      #6 AND LARGER.....2 IN.
      #5 AND SMALLER & WWF .....1-1/2 IN.
   C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND.
      SLAB AND WALL .....3/4 IN.
      BEAMS AND COLUMNS:.....1-1/2 IN.
5. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE U.N.O. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. HOLES TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLT, DOWEL OR ROD AND SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. LOCATE AND AVOID CUTTING EXISTING REBAR WHEN DRILLING HOLES IN ELEVATED CONCRETE SLABS.
7. USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER ICBO & MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES.

CONCRETE MASONRY UNITS:

1. CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-1, (F'M=1,500 PS). MEDIUM WEIGHT (115 PCF).
2. MORTAR SHALL BE TYPE "S" (MINIMUM 1,800 PSI AT 28 DAYS).
3. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI AT 28 DAYS.
4. ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE SOLID GROUTED.
5. ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.
6. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.
7. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
8. PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT LIFTS IN EXCESS OF 4'-0" OF HEIGHT.
9. ALL CROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
10. CEMENT SHALL BE AS SPECIFIED FOR CONCRETE.
11. REINFORCING BARS - SEE NOTES UNDER "REINFORCING STEEL" FOR REQUIREMENTS.
12. PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.
13. LOW LIFT CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT IS 4 FEET.
14. HIGH LIFT GROUTED CONSTRUCTION MAY BE USED IN CONFORMANCE WITH PROJECT SPECIFICATIONS AND SECTION 2104.6.1, OF U.B.C.
15. ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOLID WITH GROUT, EXCEPT AS NOTED IN THE DRAWINGS OR SPECIFICATIONS.
16. CELLS SHALL BE IN VERTICAL ALIGNMENT. DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CORES CONTAINING REINFORCING STEEL.
17. REFER TO ARCHITECTURAL DRAWINGS FOR SURFACE AND HEIGHT OF UNITS, LAYING PATTERN AND JOINT TYPE.
18. SAND SHALL BE CLEAN, SHARP AND WELL GRADED, FREE FROM INJURIOUS AMOUNTS OF DUST, LUMPS, SHALE, ALKALI OR ORGANIC MATERIAL.
19. BRICK SHALL CONFORM TO ASTM C-62 AND SHALL BE GRADE MW OR BETTER.

GENERATOR NOTES:

1. GENERATOR SHALL BE PROVIDED BY FLO TV.
2. CONTRACTOR SHALL INSTALL GENERATOR IN ACCORDANCE WITH LOCAL AND NATIONAL BUILDING AND FIRE CODES. LOCAL ORDINANCE SHALL GOVERN IN THE EVENT OF CONFLICTING CODES.
3. CONTRACTOR RESPONSIBLE FOR ALL MATERIALS REQUIRED FOR GENERATOR INSTALLATION.
4. GENERATOR IS UL 2200 LISTED.
5. CONTRACTOR TO INSTALL OWNER PROVIDED ISOLATION PAD UNDER GENERATOR BASE.
6. GENERATOR IS NFPA COMPLIANT.

DIESEL TANK NOTES:

1. DIESEL GENERATOR SUPPLIED WITH 214 GALLON MAXIMUM, SUB-BASE FUEL TANK.
2. DIESEL TANK SHALL BE INSTALLED IN ACCORDANCE WITH NFPA AND LOCAL REQUIREMENTS.
3. FUEL TANK IS UL-142 LISTED, DOUBLE WALLED, HEAVY GAUGE CONSTRUCTION.
4. FUEL TANK IS IN ACCORDANCE WITH NFPA 30 REQUIREMENTS.
5. FUEL TANK PROVIDED WITH INNER TANK ALARM, LEAK DETECTION ALARM, LOW FUEL LEVEL ALARM, AND EMERGENCY PRESSURE RELEASE VALVES IN INNER AND OUTER TANKS.
6. FUEL TANK PROVIDED WITH OVERSPILL AND OVERFILL CONTAINMENT DEVICES WHEN REQUIRED.

PROPANE TANK NOTES:

1. CONTRACTOR TO ACQUIRE UL LISTED, LP TANK NOT TO EXCEED 500 GALLONS, UNLESS NOTED OTHERWISE.
2. LP TANK SHALL BE INSTALLED IN ACCORDANCE WITH NFPA AND LOCAL REQUIREMENTS.
3. LP TANK REGULATOR, VENT, AND FILLING CONNECTION SHALL NOT BE LOCATED WITHIN 10 FEET OF ANY EXTERNAL SOURCE OF IGNITION, ELECTRICAL COMPONENTS, DIRECT OR MECHANICAL VENTILATION SYSTEM.
4. CONTRACTOR TO PROVIDE 2" PVC CONDUIT (BELOW GRADE) BETWEEN TANK AND GENERATOR FOR INSTALLATION OF ALARM AND CONTROL WIRING.
5. CONTRACTOR TO PROVIDE 2" PVC CONDUIT (BELOW GRADE) BETWEEN TANK AND GENERATOR FOR INSTALLATION OF LP FUEL LINE. TANK SUPPLIER RESPONSIBLE FOR INSTALLATION OF FUEL LINE.
6. CONTRACTOR TO PROVIDE AND INSTALL MICRO-DESIGN INC. LPG STATIONARY TANK MONITOR P#/ 94442A-LPG. MONITOR SHALL BE WALL MOUNTED IN MFTS EQUIPMENT ROOM.

RECEIVED
MAY 26 2009

SDR-34612
07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFI
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA - FLORIDA - MARYLAND - NEVADA - NEW JERSEY
NEW YORK - PENNSYLVANIA - MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/28/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305601

DRAWING TITLE:

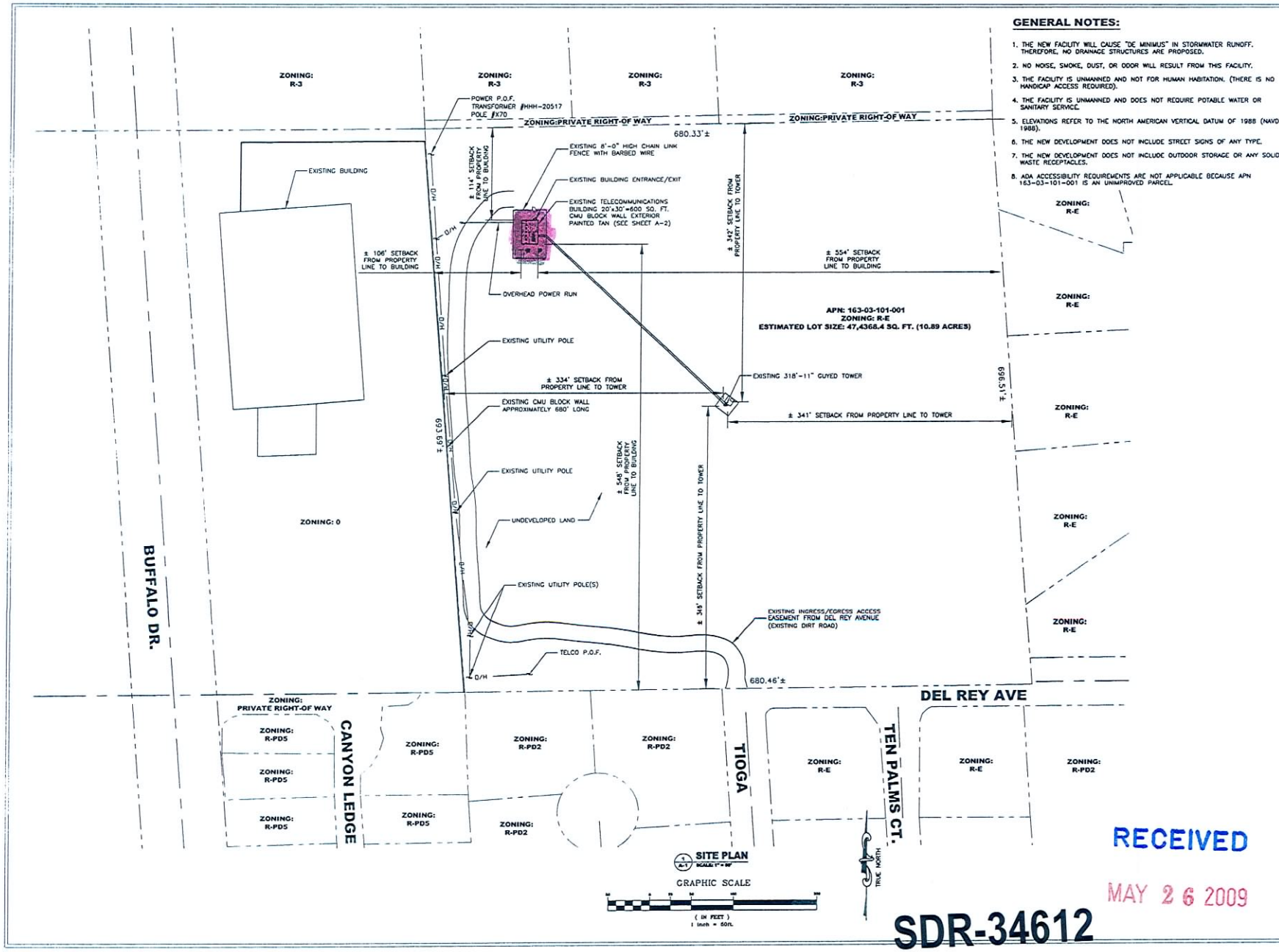
GENERAL NOTES, ABBREVIATIONS AND SYMBOLS

DRAWING SHEET:

T-2

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 2 OF 27



GENERAL NOTES:

1. THE NEW FACILITY WILL CAUSE "DE MINIMUS" IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
2. NO NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
3. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
4. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
5. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
6. THE NEW DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE.
7. THE NEW DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
8. ADA ACCESSIBILITY REQUIREMENTS ARE NOT APPLICABLE BECAUSE APN 163-03-101-001 IS AN UNIMPROVED PARCEL.

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFI
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/26/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305001

DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

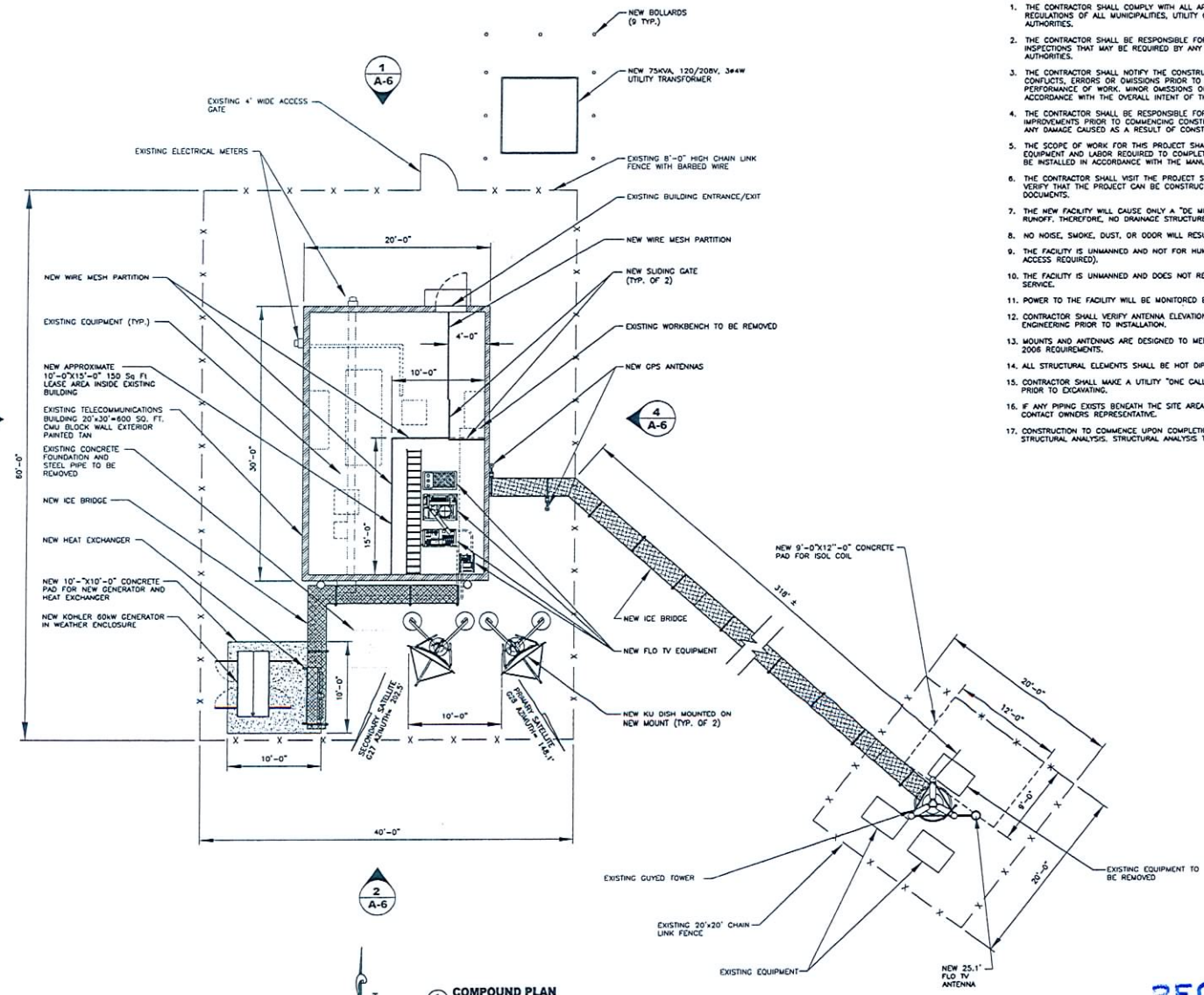
A-1

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 3 OF 27

RECEIVED
MAY 26 2009

SDR-34612
07/09/09 PC



1 A-6 — 3 A-6 — 4 A-6 — 2 A-6 — 1 A-5

1 A-2 COMPOUND PLAN SCALE: 3/16" = 1'-0"

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITY COMPANIES OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID PROJECT IN ACCORDANCE WITH THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE NEW FACILITY WILL CAUSE ONLY A "DE MINIMUS" INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARENEW.
8. NO NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
9. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (THERE IS NO HANDICAP ACCESS REQUIRED).
10. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
11. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
12. CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.
13. MOUNTS AND ANTENNAS ARE DESIGNED TO MEET EIA/TIA-222-F AS PER IBC 2006 REQUIREMENTS.
14. ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
15. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
16. IF ANY PIPING EXISTS BENEATH THE SITE AREA, CONTRACTOR MUST LOCATE IT AND CONTACT OWNERS REPRESENTATIVE.
17. CONSTRUCTION TO COMMENCE UPON COMPLETION OF A PASSING STRUCTURAL ANALYSIS. STRUCTURAL ANALYSIS TO BE PERFORMED BY OTHERS.

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFA
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/28/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305601

DRAWING TITLE:

COMPOUND PLAN

DRAWING SHEET:

A-2

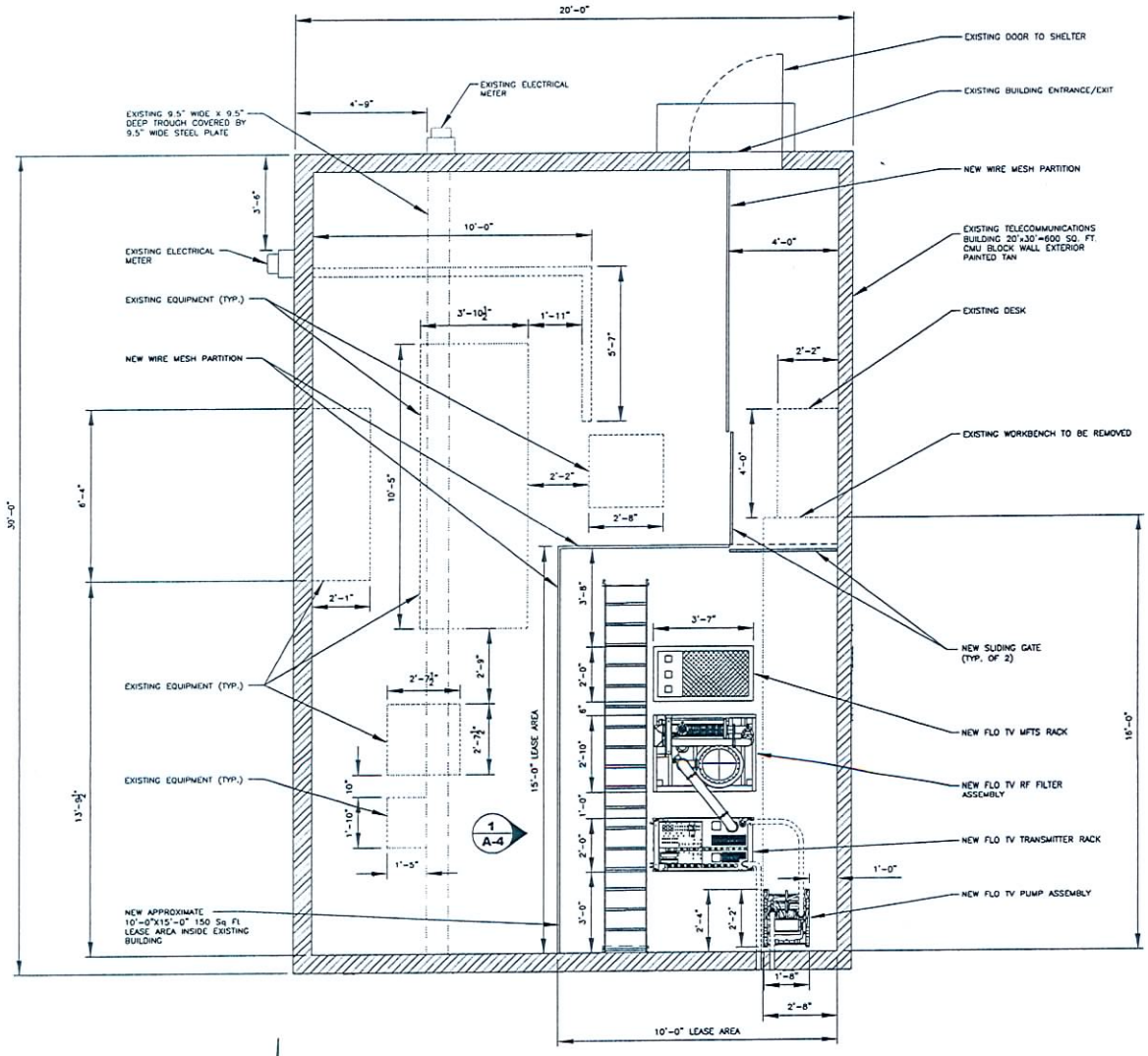
LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 4 OF 27

RECEIVED
MAY 26 2009

SDR-34612

07/09/09 PC



TRUE NORTH

1/A-3 EQUIPMENT ROOM PLAN
SCALE: 1/2" = 1'-0"

GRAPHIC SCALE
(IN FEET)
1/2 inch = 1 ft.

RECEIVED
MAY 26 2009

SDR-34612
07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WA
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/26/09	100% CD'S

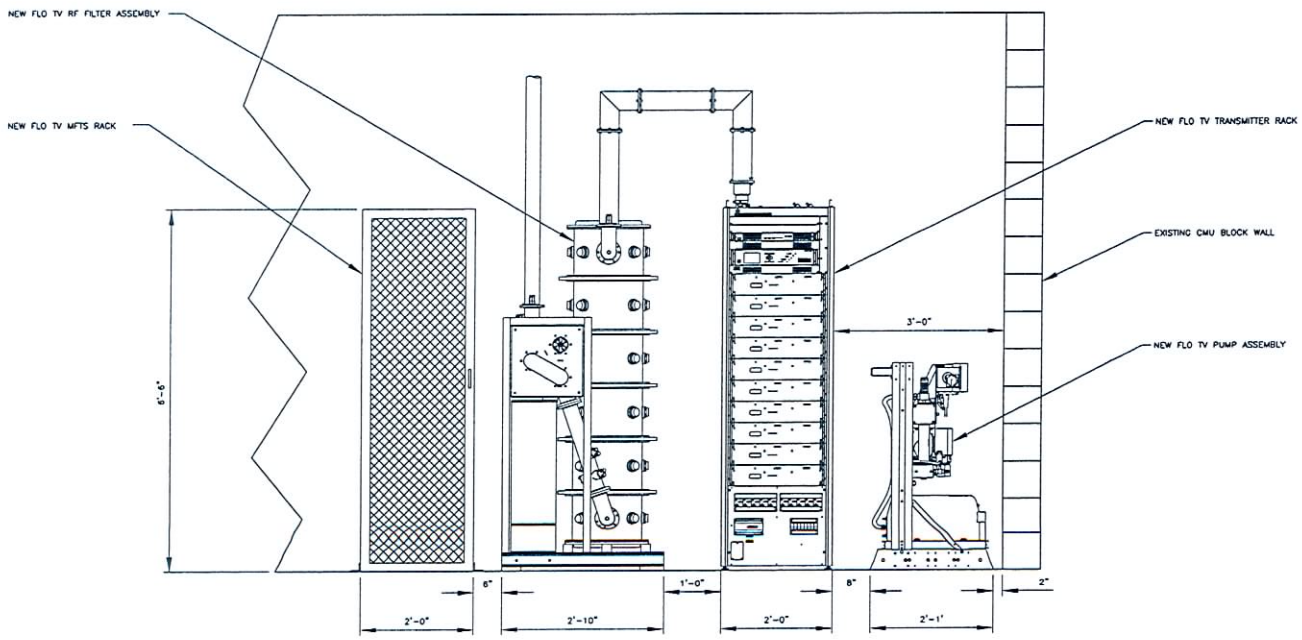
DRAWN BY:	GE
CHECKED BY:	SA
JOB NO:	080305001

DRAWING TITLE:
EQUIPMENT ROOM PLAN

DRAWING SHEET:
A-3

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 5 OF 27



1 A-4 EQUIPMENT ROOM INTERIOR ELEVATION
SCALE: 1" = 1'-0"

GRAPHIC SCALE
(IN FEET)
1 inch = 1 ft.

RECEIVED
MAY 26 2009

SDR-34612
07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFI
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA - FLORIDA - MARYLAND - NEVADA - NEW JERSEY
NEW YORK - PENNSYLVANIA - NEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/26/09	100% CD'S

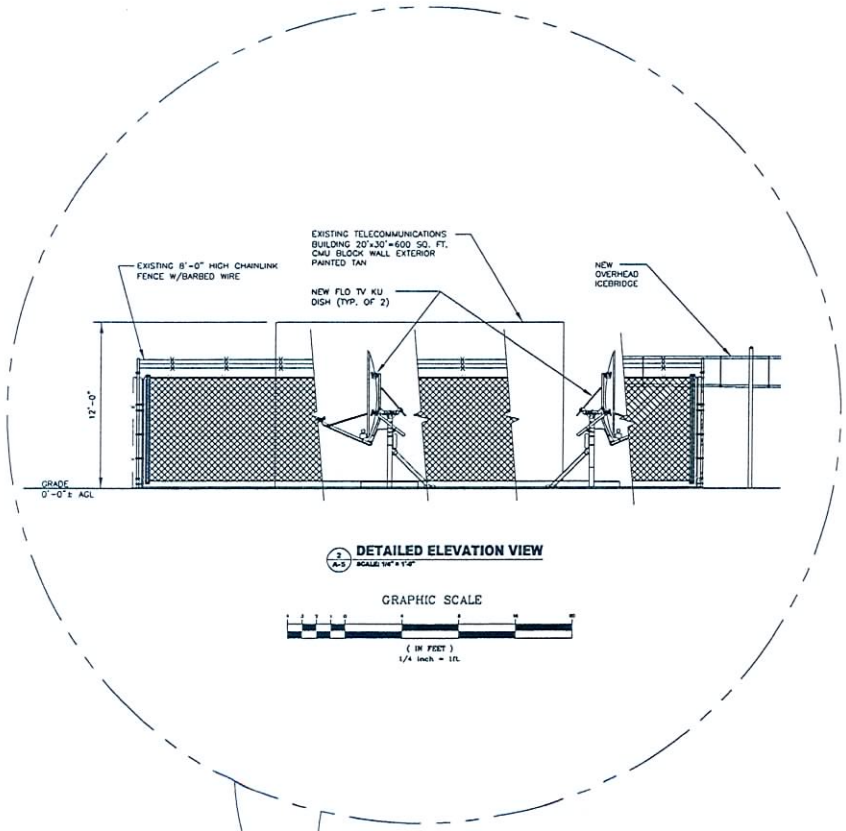
DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305G01

DRAWING TITLE:
EQUIPMENT ROOM INTERIOR ELEVATION

DRAWING SHEET:
A-4

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 6 OF 27

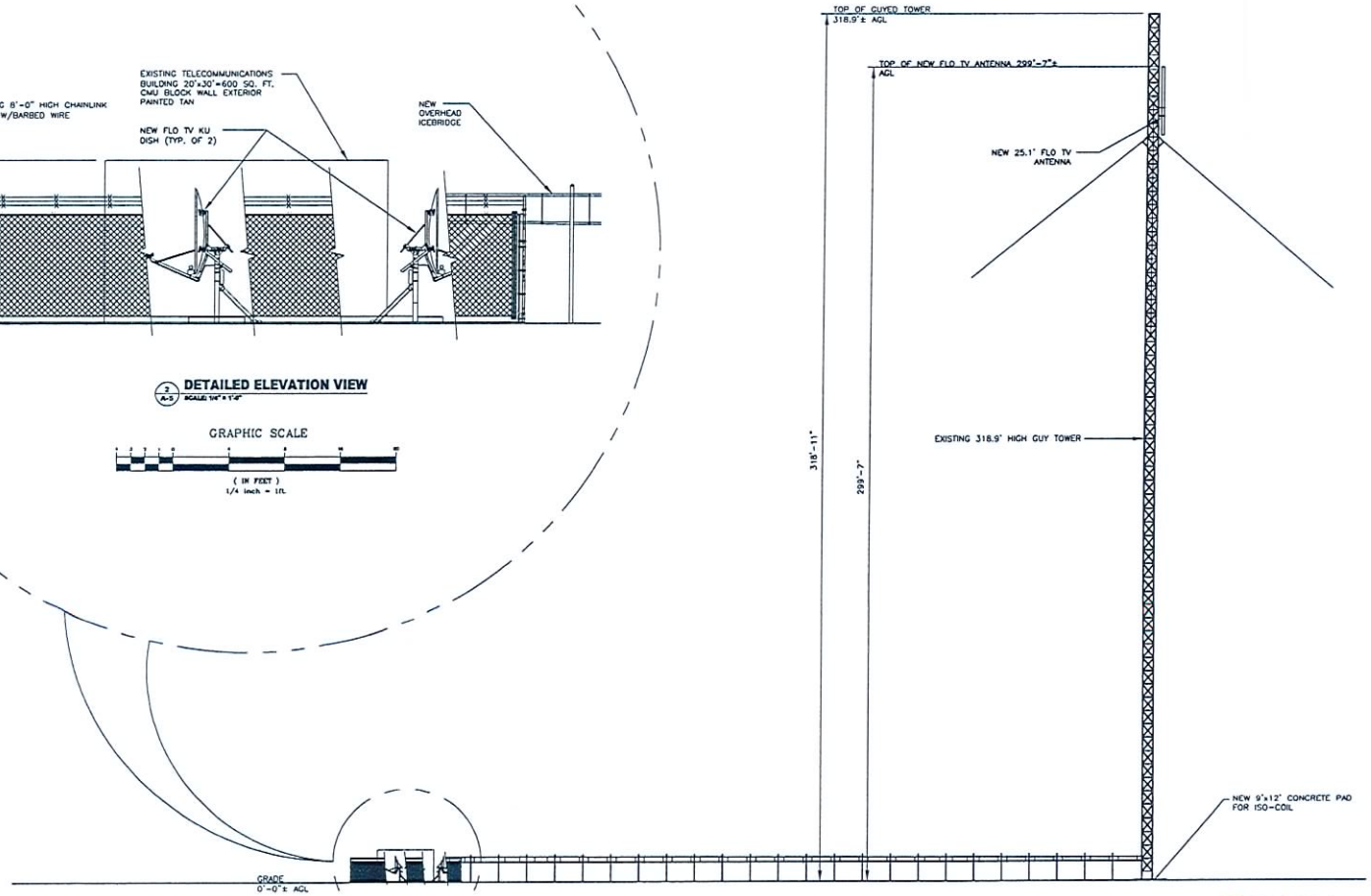


2 A-5 **DETAILED ELEVATION VIEW**

SCALE: 1/4" = 1'-0"

GRAPHIC SCALE

(IN FEET)
1/4 inch = 1ft.



1 A-5 **SOUTH ELEVATION (OVERALL)**

SCALE: 1" = 20'-0"

GRAPHIC SCALE

(IN FEET)
1 inch = 20ft.

RECEIVED

MAY 26 2009

SDR-34612

07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

WFI
10802 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA - FLORIDA - MARYLAND - NEVADA - NEW JERSEY
NEW YORK - PENNSYLVANIA - MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/26/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305601

DRAWING TITLE:

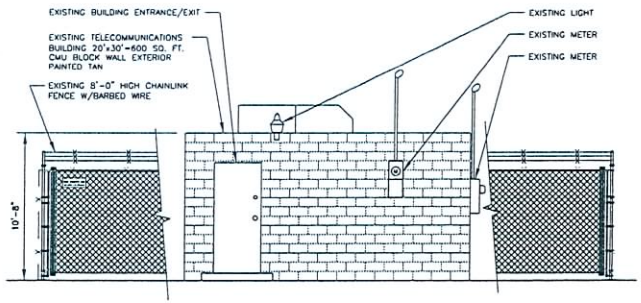
SOUTH ELEVATION (OVERALL)

DRAWING SHEET:

A-5

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

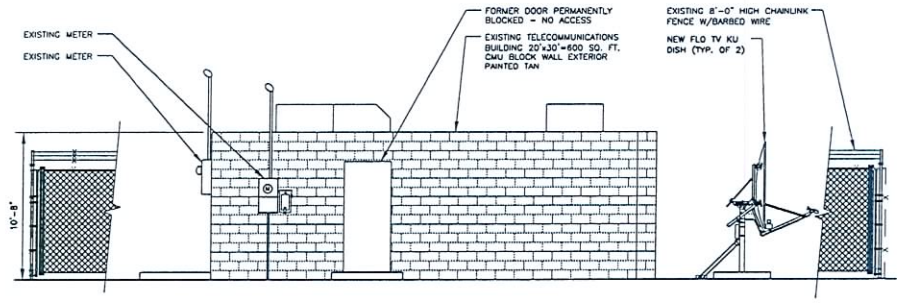
SHEET NO. 7 OF 27



1 A-6 **NORTH ELEVATION**

GRAPHIC SCALE

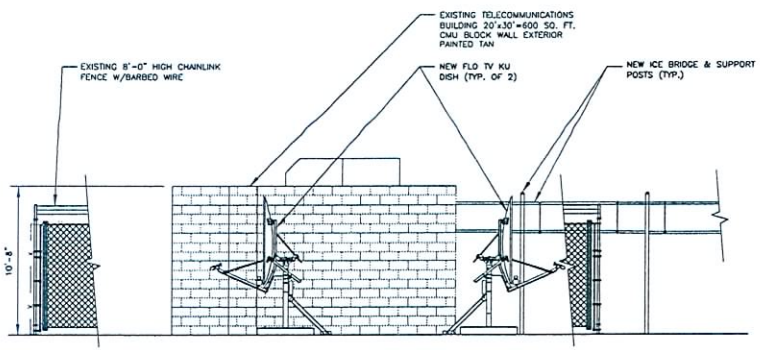
(IN FEET)
1/4 inch = 1ft.



3 A-6 **WEST ELEVATION**

GRAPHIC SCALE

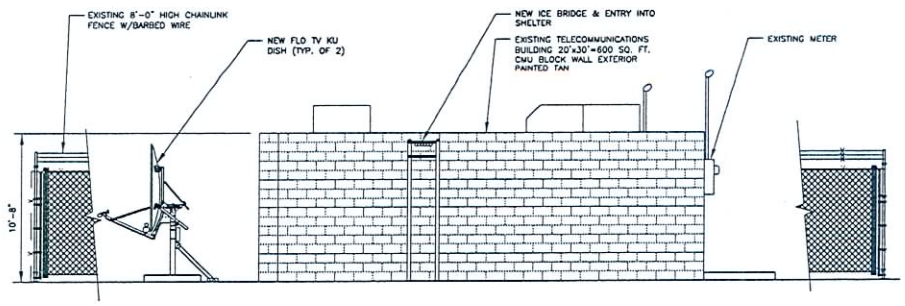
(IN FEET)
1/4 inch = 1ft.



2 A-6 **SOUTH ELEVATION**

GRAPHIC SCALE

(IN FEET)
1/4 inch = 1ft.



4 A-6 **EAST ELEVATION**

GRAPHIC SCALE

(IN FEET)
1/4 inch = 1ft.

RECEIVED

MAY 26 2009

SDR-34612

07/09/09 PC

FLO TV
live mobile tv
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
PH (858) 651-1645

LUFI
10803 NELLE AVE. NE
ALBUQUERQUE, NM 87111
(505) 250-6389

CMX
3100 WEST RAY ROAD, SUITE 201
CHANDLER, AZ. 85226
TEL (480) 648-1900 FAX (480) 648-1918
ARIZONA - FLORIDA - MARYLAND - NEVADA - NEW JERSEY
NEW YORK - PENNSYLVANIA - MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7		
6		
5		
4		
3		
2	05/22/09	100% CD'S (CLIENT COMMENTS)
1	04/02/09	100% CD'S (CLIENT COMMENTS)
0	01/28/09	100% CD'S

DRAWN BY:	CE
CHECKED BY:	SA
JOB NO:	080305601

DRAWING TITLE:

EXISTING BUILDING ELEVATIONS

DRAWING SHEET:

A-6

LAS VEGAS
LAS-006BP
NEAR INTERSECTION OF BUFFALO AND CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET NO. 8 OF 27



SDR-34612 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



SDR-34612 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



SDR-34612 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09



SDR-34612 - APPLICANT: FLO TV, INC - OWNER: UNITED STATES OF AMERICA
NORTH SIDE OF DEL REY AVENUE, APPROXIMATELY 900 FEET WEST OF MONTE CRISTO WAY
JULY 23, 2009 PLANNING COMMISSION

06/04/09

May 26, 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Pre-Application request for GPA, ZON and SDR
APN 163-03-101-001 – near Intersection of Buffalo and Charleston

On behalf of FLO TV Inc., I respectfully request your consideration and acceptance of the attached application. This project is located on APN 163-03-101-001 on the north side of Del Rey, east of Buffalo and south of Charleston and is designed as a collocation of 1 UHF broadcast antenna to an existing 318.9-foot communication tower on a government owned, R-E zoned parcel.

FLO TV Inc. (www.flotv.com) – a provider of nationwide multimedia network services wireless devises enabling fast, simple, portable, reliable and affordable entertainment featuring live, simulcast and time shifted full-length television programming anytime and anywhere within FLO's coverage area – is now in the process of building a network in the greater Las Vegas valley. FLO has teamed up with the nation's largest television networks to offer a wide variety of television programming. Consumers can enjoy live sporting events, news, music videos, cartoons, and many of America's most popular television programs.

This application located on APN 163-03-101-001 is for one UHF antenna to be placed on the tower along with 2 Satellite KU band dishes, an emergency back-up generator, heat exchanger and IsoCoil to be placed at the base of the tower as well as inside the fenced in lease area with the transmitter, filter and pump assembly to be placed inside the existing communications building.

The property is currently zoned R-E for residential uses and, in order to add the installation proposed by FLO TV, this application for re-zoning is being submitted. This request is to change the current zoning designation of the property from R-E to CV to allow a communications site under the current zoning regulations. I am also submitting an application for General Plan Amendment to change the property designation from DR to PR-OS. A Site Plan Review application is also being submitted for review to insure that the proposed changes will adhere to the current ordinance pertaining to communications sites.

If you have any concerns regarding this application, please do not hesitate to contact me at (505) 250-6389.

Sincerely,

Janice Manley

Janice Manley
Site Acquisition Specialist
WFI, representing FLO TV Inc.
Janice.manley@wfinet.com

Wireless Facilities, Inc.
representing FLO TV Inc.
10820 Nelle Avenue NE
Albuquerque, NM 87111

SDR-34612
07/09/09 PC

Form NSO 2800-4
(Rev. Mar. 1971)
(Page 1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Nevada State Office
Room 3008 Federal Building
300 Booth Street
Reno, Nevada 89502

2800
N-7884
(N-943.2)

September 30, 1974

D E C I S I O N

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant:	N-7884
Name and address of grantee:	Nevada Broadcast, Inc. 925 East Desert Inn Road Las Vegas, Nevada 89109
Map showing location and dimensions of grant:	
Map designation:	KRAM Site
Date filed:	October 2, 1973
Permitted use by grantee:	Communications Site
Authority for grant:	Act of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961)
Regulations applicable to grant:	
Code reference:	43 CFR 2800 and 2861
Circular number:	2322 and 2327
Date of grant:	September 30, 1974
Expiration of grant:	September 29, 2024
Rental:	$1,620.00 paid for the first 10-year period, subject to review and in accordance with 43 CFR 2802.1-7(e)
When payable by grantee:	On or before September 30, 1984

SDR-34612
ZON-34611
GPA-34610
REVISED
07/09/09 PC

RECEIVED
JUN 19 2009

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of grant.

2. All applicable regulations cited, including but not limited to 43 CFR 2801.1-5(m) which states: "That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States."

3. Filing of proof of construction within five years of date of grant in accordance with 43 CFR 2802.2-2.

4. Although the out-boundaries of the site are described on the map accompanying the application, these boundaries are for identification purposes only and no exclusive rights are granted thereby. Any subsequent applicants may be granted space within the out-boundaries of the site (for example, between guy wires and buildings) for electronic use as long as no interference is generated to prior grantees. Any fence construction must first be cleared by the Bureau of Land Management.

5. The grantee shall not install or allow the installation of any other organization's electronic equipment in the grantee's building or attachment to the grantee's antenna support structures without the new organization obtaining a separate right-of-way from the Bureau of Land Management for the joint occupancy of the said facility.

6. All facilities and structures utilized by the grantee must display a permanent identification tag showing the user's name, address, phone number and Bureau of Land Management serial number.

7. **Stipulations signed by grantee and attached hereto.**

RECEIVED

JUN 19 2003

8. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of this communications site must be conducted within the limits of the right-of-way.

Pursuant to 43 CFR 2801.1-5, the District Manager, Las Vegas, Nevada, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

(SGD) A. John Hillsamer

A. John Hillsamer, Chief
Lands & Minerals Operations

cc: DM, Las Vegas
Engineering, Attn: Jim Saladin w/cy Form 2860-1

ALDougherty:rp 9/30/74

Form NSO 2800-4 (August 1973)
(Page 3-d)

RECEIVED

JUN 19 2003

RECEIVED
Bur. of Land Management
10:53 A.M. MAY 3 1974
NEVADA STATE OFFICE
RENO, NEVADA

SPECIAL STIPULATIONS

Nevada Broadcast, Inc. agrees that in addition to the requirements of the regulations, it will be bound by the following special stipulations for right-of-way N-7884:

1. When antiquities, including but not limited to archaeological items, paleontological objects or other objects of historic or scientific interest are discovered while using the property, the permittee shall leave the items or conditions intact, will immediately cease operations, and inform the District Manager, Bureau of Land Management, Las Vegas District.

2. Restrict construction and maintenance vehicle travel to existing county and right-of-way access roads where possible.

3. The buildings will be painted so as to blend in with the surrounding area.

4. The Bureau of Land Management through its authorized representatives shall have the right at all reasonable times to go upon and enter the land and improvements constructed thereon for the purpose of inspecting same.

Jess B. Bowers
Signature

President
Title

April 30th 1974
Date

RECEIVED
JUN 19 2003

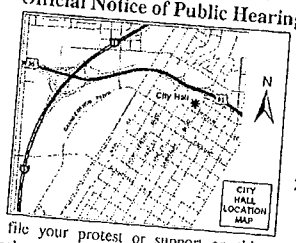
p. 2
7022280502
Benjamin Bruk
Aug 10 09 08:59a

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 AUG 10 A 9:26

Return Service Requested
Official Notice of Public Hearing



We opposed amend GPA-34610 from DR to PF
We oppose rezoning ZON-34612 from R-E to C-V.
The following is our reasons:
1. The present antenna is illegal in the area designated DR which is densly populated.
2. The lot in question is undeveloped and is a source for garbage dumping and the disposal of old furniture TVs, matresses, tires etc...
It also attracts drug dealers and homeless people.

B. Bruk / Joyce Bruk

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.

SDR-34612

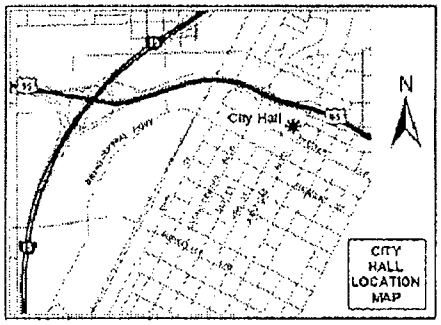
City Council Meeting of 8/19/2009

BRUK FAMILY LIVING TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

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.

SDR-34612
City Council Meeting of 8/19/2009

RECEIVED
2009 AUG 11 A 8:00
CITY CLERK

GARETTO THOMAS P & JORINA L
1500 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211008

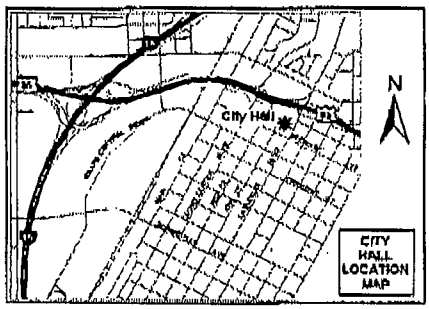
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218
$ 00.41⁴
AUG 07 2009
MAILED FROM ZIPCODE 89101

2009 AUG 11 P 3:14
RECEIVED
CITY CLERK

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.

SDR-34612
City Council Meeting of 8/19/2009

LONGLEY JULIE K
1400 TEN PALMS CT
LAS VEGAS NV 89117-1403

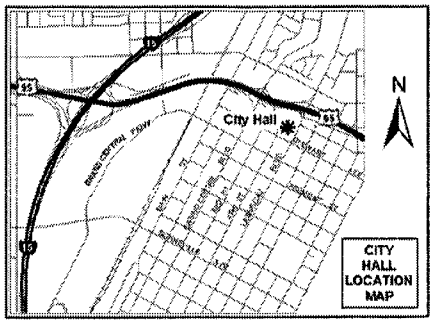
APN#16303211010

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 AUG 07 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34612
City Council Meeting of 8/19/2009

RECEIVED
CITY CLERK
2009 AUG 12 A 11:10

LEEDS ROBERT X & PEGGY
1405 TEN PALMS CT
LAS VEGAS NV 89117-1404

APN#16303211002

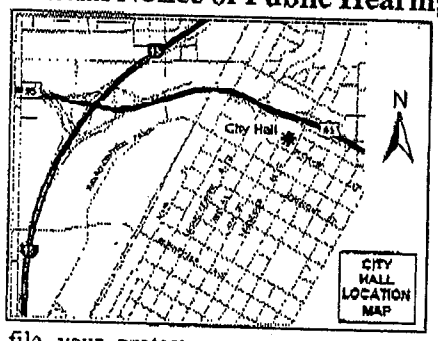
Submitted after final agenda
Date 8/19/09 Item 86
W-2

of Las Vegas
e Of The City Clerk
Stewart Avenue
Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 07 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2009 AUG 13 P 2:20

STONE JAY B & CAROLYN T
1509 TEN PALMS CT
LAS VEGAS NV 89117-1478

u wish to file your protest or support on this request, check the priate box below and return this card in an envelope with postage to the e Of The City Clerk at the address listed above or fax this side of this to (702) 382-4803. If you would like to contact your Council sentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

se use available blank space on card for your comments.

SDR-34612

Council Meeting of 8/19/2009

APN#16303211005

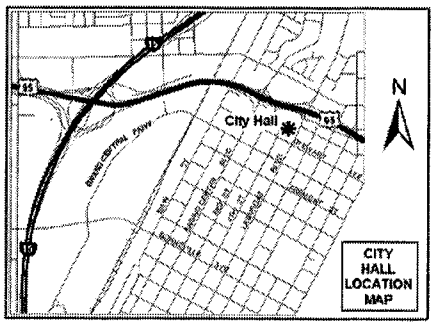
FAXED BY
BLUE CUBE
7023639111
02/2008 04:18
PAGE 01/01

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 AUG 07 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.

SDR-34612
City Council Meeting of 8/19/2009

RECEIVED
CITY CLERK
2009 AUG 14 A 10:38

BOYER JOHN WALTER & ROBIN LYNN
BOYER JOHN W 2005 LIV TR AGMT
1605 GOLDEN OAK DR
LAS VEGAS NV 89117-1452

APN#16303210005

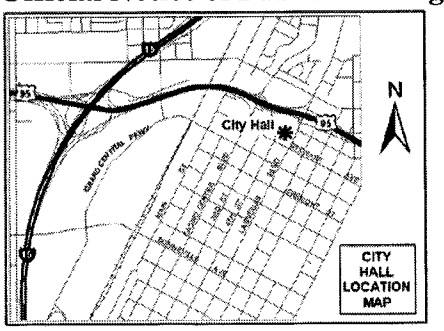
Submitted after final agenda
Date 8/4/09 Item 86
W-2

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 AUG 07 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



We oppose to amend GPA-34610 from DR to RE.
We oppose rezoning ZON-34611 from R-E to C-V.
The following is our reason:
1. The present antenna is illegal in the area designated DR which is densly populated.
2. The lot in question is undeveloped and is a source for garbage dumping and the disposal of old furniture TVs, matresses, tires ect... It also attracts drug dealers and homeless people.

B. Bruk / Joyce Bruk

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.

SDR-34612
City Council Meeting of 8/19/2009

BRUK FAMILY LIVING TRUST
BRUK BENJAMIN & JOYCE TRS
1508 TEN PALMS CT
LAS VEGAS NV 89117-1477

APN#16303211006

Submitted At Meeting
Date 8/19/09 Item 86
W-2

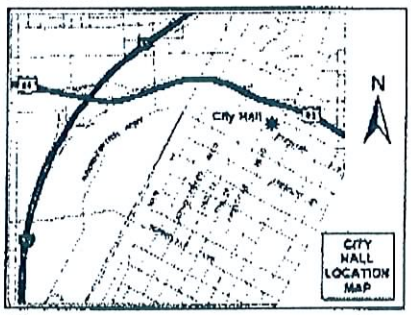
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
0004279216 JUN 26 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.

SDR-34612
Planning Commission Meeting of 7/9/2009

RECEIVED
JUN 29 2009

Case: SDR-34612
16303210008
ANSPACH LAWRENCE C REVOCABLE TR
1509 GOLDEN OAK DR
LAS VEGAS NV 89117-1451

DAVDF11 89117

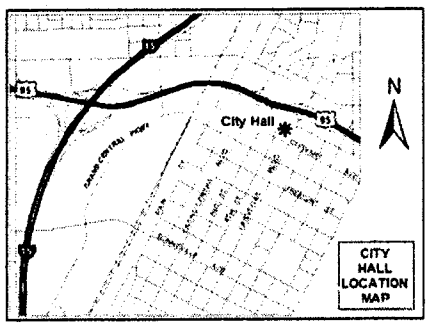
31P

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
0004279218
$ 00.41⁴
JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34612
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 02 2009

Case: SDR-34612
16303210005
BOYER JOHN WALTER & ROBIN LYNN
1605 GOLDEN OAK DR
LAS VEGAS NV 89117-1452

89117814529 9C 07

Submitted after final agenda

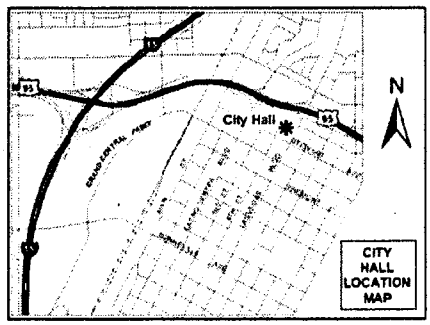
Date 7/2/09 Item 31P

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 JUN 26 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.

SDR-34612
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 02 2009

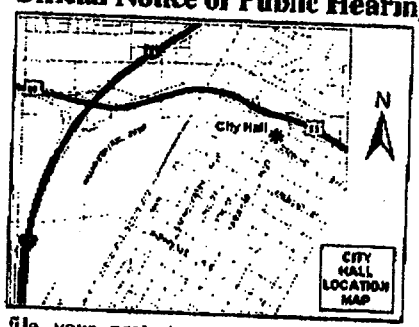
Case: SDR-34612
16303211002
LEEDS ROBERT X & PEGGY
1405 TEN PALMS CT
LAS VEGAS NV 89117-1404

89117814044 0167

Submitted after final agenda
Date 7/2/09 Item 31P

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.

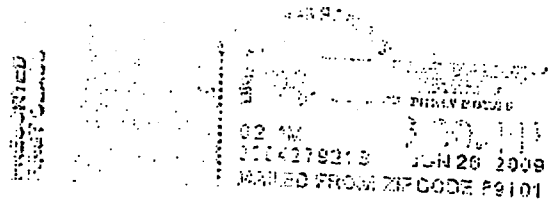
☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34612

Planning Commission Meeting of 7/9/2009



RECEIVED
JUL 02 2009

16303110006 Case: SDR-34612
SCHENKEL FAMILY TRUST
7540 CRYSTAL CAVE DR
LAS VEGAS NV 89117-1480

DAVDP11 89117

Submitted after final agenda

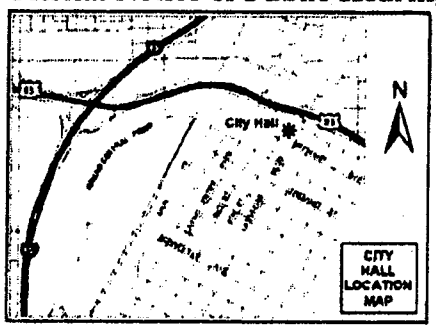
Date 7/2/09 Item 31P

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 JUN 26 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUL 0 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.

SDR-34612
Planning Commission Meeting of 7/9/2009

Case: SDR-34612
16303211007
MADIGAN KATHLEEN A TRUST
1504 TEN PALMS CT
LAS VEGAS NV 89117-1477

DAVDE11 A3117

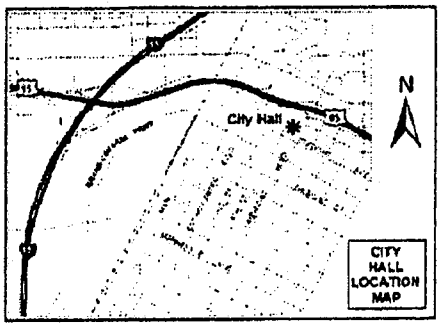
Submitted after final agenda

Date 7/7/09 Item 31P

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.

SDR-34612

Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 0[illegible] 2009

Case: SDR-34

16303211008
GARETTO THOMAS P & JORINA L
1500 TEN PALMS CT
LAS VEGAS NV 89117-1477

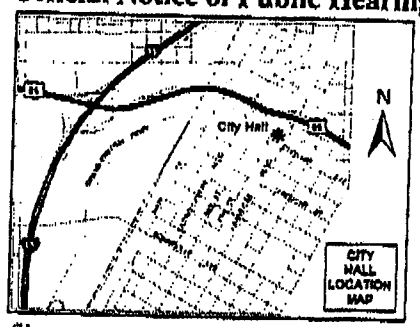
DAVDF11 A811F

Submitted after final agenda

Date 7/7/09 Item 31P

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.

SDR-34612

Planning Commission Meeting of 7/9/2009

RECEIVED
JUL 07 2009

Case: SDR-34612

16303211010
LONGLEY JULIE K
1400 TEN PALMS CT
LAS VEGAS NV 89117-1403

DAVDP11 89117

Submitted after final agenda

Date 7/7/09 Item 31P

Douglas and Jo Ann Soule'
7520 Crystal Cave Drive
Las Vegas, Nevada 89117
Ph: 451-9535

RECEIVED
JUL 02 2009

June 29, 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Re: GPA-34610 ZON-34611 SDR-34612
Existing 319-Foot Radio, TV or Microwave Communication Tower

We have received several notices regarding the above proposed amendment, rezoning request and plan review. We have lived at our present address, in close proximity to the tower site, since December 1999. During that time we have had to add filters to every phone in our home, and to our intercom system. The radio station comes over our intercom loud and clear, making it almost impossible to hear what anyone says over our intercom system until we installed a filter. The filter makes it slightly more tolerable but with a filter it is hard to understand what anyone says on the intercom, and we can still hear the station. It is the same with our phones although the filters pretty much solved the problem.

Our complaint is that the radio tower is not doing everything they can to make sure they do not impact the residents in transmitting programs, such as our intercom problem. We have had the filter problem addressed several times hoping to find a filter that works well but have had no luck with that. It was our understanding that the FCA had specific rules for stations to avoid impacting the residents in their homes. However, this is a misunderstanding on our part, or it is being ignored.

The Tower Site is surrounded on three sides by residential housing. We also think it is a mistake to do any type of amendment or rezoning that locks the station to this site.

Thank you for your attention to the above matter.

Sincerely,

The Soules

The Soule's

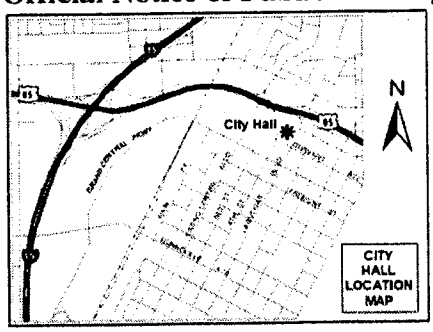
Submitted after final agenda
Date 7/2/09 Item 31P

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 JUN 26 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.

SDR-34612
Planning Commission Meeting of 7/9/2009

RECEIVED
JUL [illegible] 2009

Case: SDR-34612
13833803001
MAHILL L L C
8144 MADDINGLY AVE
LAS VEGAS NV 89117-7638

DAVDP11 49117

Submitted after final agenda
Date 7/7/09 Item 31A

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

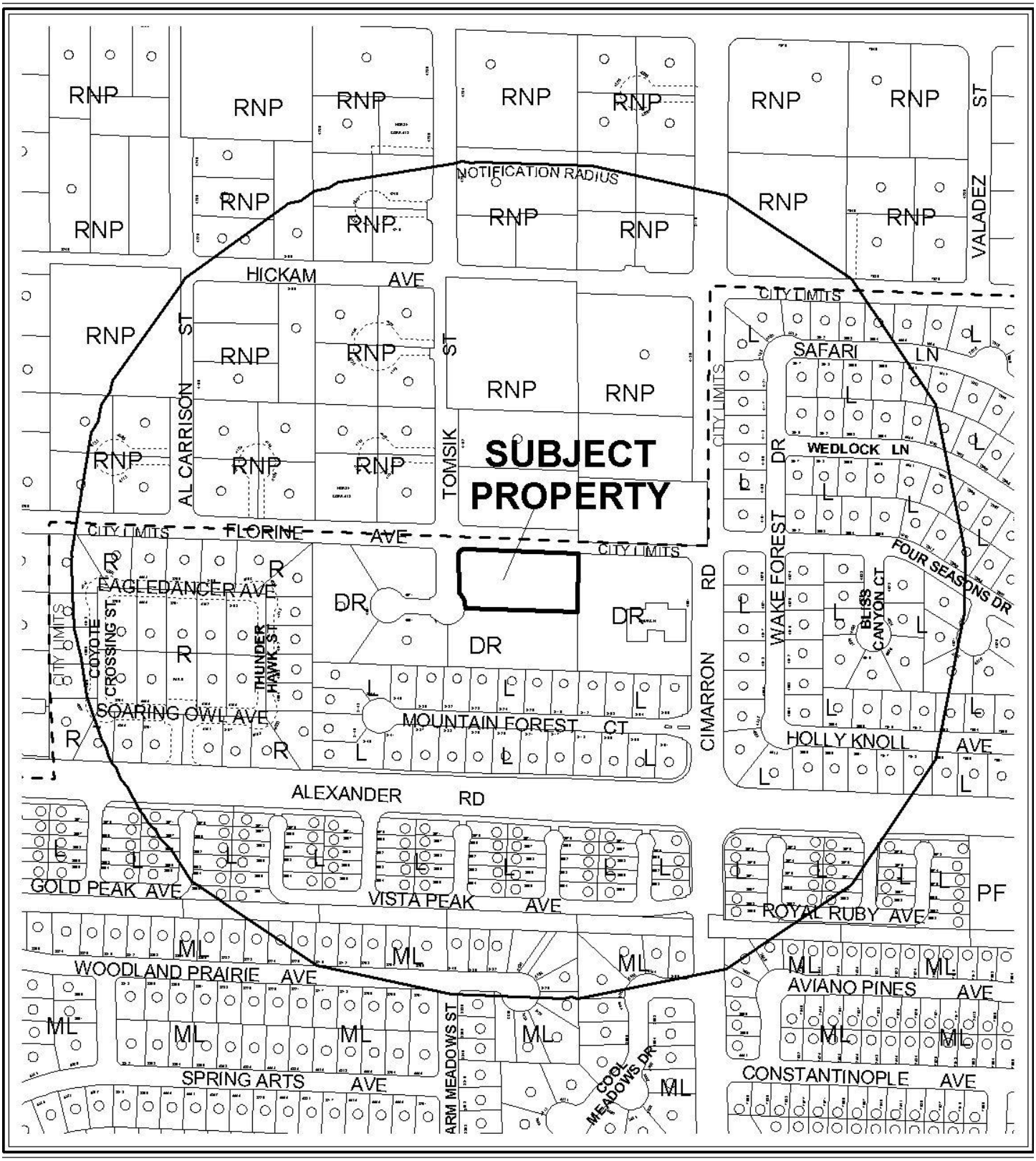
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-33746 – ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: DANIEL SHANNON - Request to Amend a portion of the Centennial Hills Sector Plan FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**0**
City Council Meeting	**11**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Clark County Comprehensive Planning Letter
6. Justification Letter
7. Protest/Support Postcards
8. Backup Referenced from the 04-23-2009 Planning Commission Meeting Item 16



0 300 600 Feet

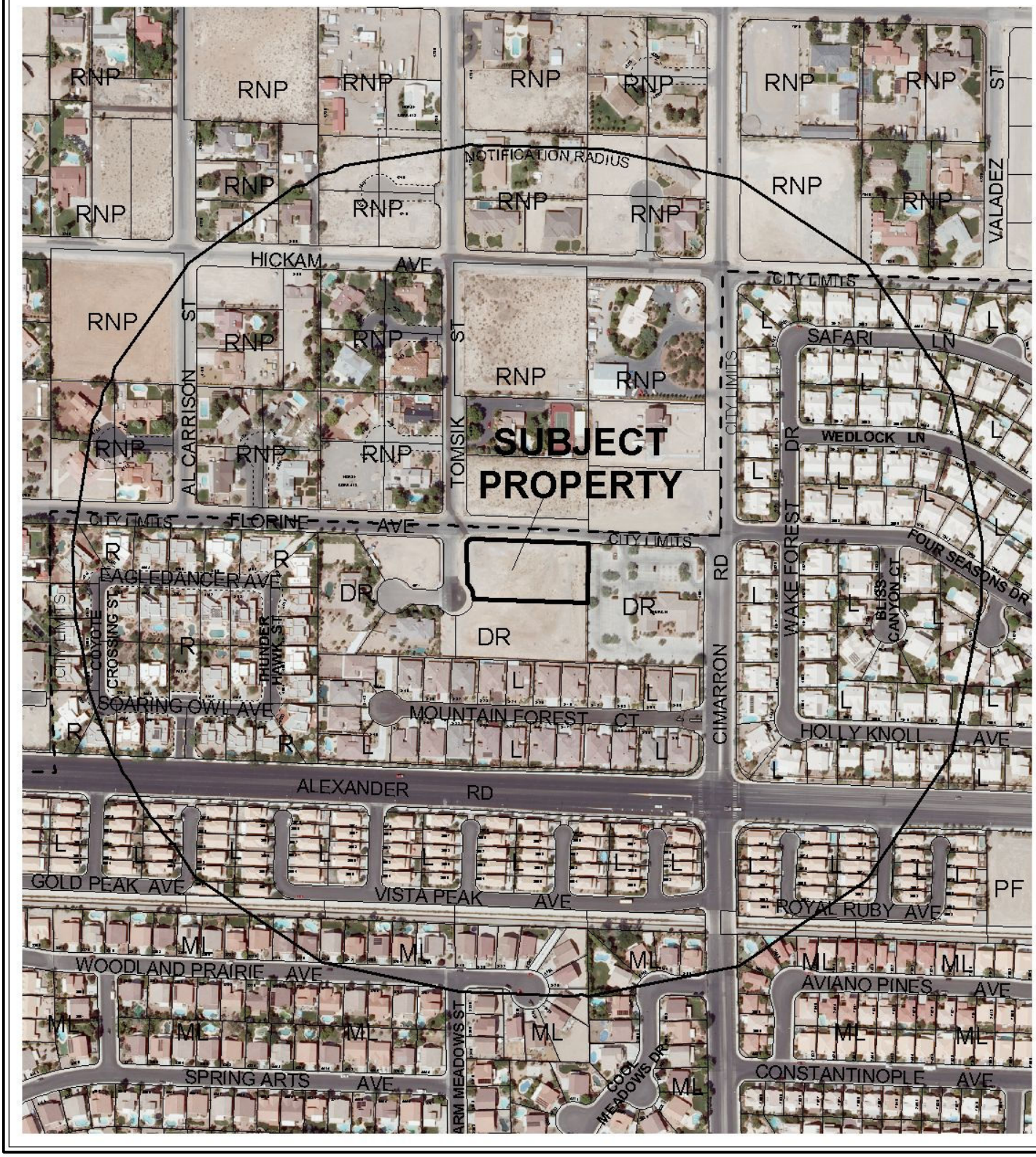
CASE: **GPA-33746**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

N



0 300 600 Feet

CASE: **GPA-33746**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-33746 - APPLICANT/OWNER: DANIEL SHANNON

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 5, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from the RNP (Rural Neighborhood Preservation) to the L (Low Density Residential) designation on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street. An associated request for Rezoning (ZON-33747) from R-E (Residence Estates) to R-1 (Single Family Residential) has also been submitted. The subject site was recently Annexed (ANX-30397) into the City of Las Vegas, and is located within Excepted Area B of the Interlocal Agreement. The applicant anticipates that the subject site will be subdivided to create four single-family residential lots of approximately 11,700 square feet each. The proposed L (Low Density Residential) General Plan designation with the corresponding R-1 (Single Family Residential) zoning district is required to accommodate the proposed density of 3.78 units per acre that the four lots would create. As this density is greater than the density of 3.59 units per acre that is allowed by the Interlocal Agreement, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/30/09	The subject site was Annexed (ANX-30397) into the City of Las Vegas.
04/23/09	The Planning Commission recommended denial of companion item zon-33747 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #16/sg).
Related Building Permits/Business Licenses	
There are no related building permits or business licenses associated with the subject site.	
Pre-Application Meeting	
02/25/09	A pre-application meeting was held to discuss the submittal requirements for a General Plan Amendment and a Rezoning, including residential density restrictions.
Neighborhood Meeting	
03/25/09	A neighborhood meeting was held on Wednesday March 25, 2009 from 6:03 pm to 6:22 pm at the Mountain Crest Community Center located at 4701 N Durango Dr. Las Vegas, Nevada 89129. There was one representative for the applicant, nine members of the general public, one county liaison and one member of the Planning and Development Department staff present. The applicant explained that they were requesting a General Plan Amendment and Rezoning to create four parcels on the subject property. The members of the public were adamantly opposed to the request, and stated that the density should remain as stipulated in the Interlocal Agreement.

Field Check	
03/19/09	A field check was conducted by staff. The subject site is an undeveloped parcel of land. No issues were noted at the site.

Details of Application Request	
Site Area	
Gross Acres	1.08 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	RNP (Rural Neighborhood Preservation)	R-E (Residence Estates)
North	Undeveloped	RNP (Rural Neighborhood Preservation) [Clark County]	R-E (Rural Estates, Residential District) [Clark County]
South	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Church / House of Worship	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Interlocal Excepted Area B	X		N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre on the City's comprehensive plan, and the City shall not amend its land use master plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.59 units per gross acre within the areas identified as Excepted Area B without first considering the recommendation of the other Party, which in this case is Clark County. The proposed L (Low Density Residential) General Plan designation would allow for a density of up to 5.49 units per acre.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	46,093	Y
Min. Lot Width	65 Feet	150 Feet	Y

At this time, a Site Development Plan Review is not required, nor has one been submitted. Development standards, including setbacks, lot coverage, building height, etc., shall be reviewed at the time of subdivision and/or issuance of building permits.

Existing Zoning	**Permitted Density**	**Units Allowed**
R-E (Residence Estates)	Up to 2 Units per Acre	2 Units
Existing General Plan	**Permitted Density**	**Units Allowed**
RNP (Rural Neighborhood Preservation)	Up to 2 Units per Acre	2 Units

Proposed Zoning	**Permitted Density**	**Units Allowed**
R-1 (Single Family Residential)	Up to 6 Units per Acre	6 Units
Proposed General Plan	**Permitted Density**	**Units Allowed**
L (Low Density Residential)	Up to 5.49 Units per Acre	5 Units

Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre. The Zoning district and General Plan designation that allow the highest density within the Interlocal Agreement restriction is:

Zoning	**Permitted Density**	**Units Allowed**
R-D (Single Family Residential-Restricted)	Up to 3.96 Units per Acre	3 Units
General Plan	**Permitted Density**	**Units Allowed**
R (Rural Density Residential)	Up to 3.59 Units per Acre	3 Units

ANALYSIS

This is a request for a General Plan Amendment from the RNP (Rural Neighborhood Preservation) to the L (Low Density Residential) designation on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street. An associated request for Rezoning (ZON-33747) from R-E (Residence Estates) to R-1 (Single Family Residential) has also been submitted. The subject site was recently Annexed (ANX-30397) into the City of Las Vegas, and is located within Excepted Area B of the Interlocal Agreement. Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre on the City's comprehensive plan, and the City shall not amend its land use

master plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.59 units per gross acre within the areas identified as Excepted Area B without first considering the recommendation of the other Party, which in this case is Clark County. The proposed L (Low Density Residential) General Plan designation would allow for a density of up to 5.49 units per acre, thereby exceeding the maximum density allowed by the agreement.

Comments were received from the Clark County Department of Comprehensive Planning on April 14, 2009, stating that "Clark County is opposed to these applications. Staff believes that the City's equivalent to the County's land use designation of RL (3.5 du/ac) would be a more appropriate buffer between the R-E zoned lots to the west and the existing church to the east. In addition, the subject parcel is within the Excepted Area B which encourages densities to not exceed 3.5 (County) and 3.59 (City)."

The applicant anticipates that the subject site will be subdivided to create four single-family residential lots of approximately 11,700 square feet each. The proposed L (Low Density Residential) General Plan designation with the corresponding R-1 (Single Family Residential) zoning district is required to accommodate the proposed density of 3.78 units per acre that the four lots would create. If the number of subdivided lots were reduced from four to three, the proposed density would then be 2.78 units per acre, and could be accommodated by amending the General Plan designation to R (Rural Density Residential), with a corresponding zoning district of R-D (Single Family Residential-Restricted). The request would then conform to the Interlocal Agreement, and would be compatible with the existing adjacent land uses and zoning districts. As this request does not meet the requirements of the Interlocal Agreement, staff is recommending denial.

FINDINGS

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity of the proposed L (Low Density Residential) General Plan Amendment is not compatible with the existing adjacent land use designations, and will exceed the maximum allowable density of 3.59 units per acre permitted by the Interlocal Agreement.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The zoning designations allowed by the proposed amendment are not compatible with the existing adjacent land uses or zoning districts as they will allow lots that are considerably smaller in size and area than the adjacent lots.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are existing transportation, recreation, utility and other facilities that are adequate to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment does not conform to the requirements of the Interlocal Agreement. The Clark County Department of Comprehensive Planning has indicated that they are opposed to this request.

PLANNING COMMISSION ACTION

There were eight speakers in protest to this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

ASSEMBLY DISTRICT 4

SENATE DISTRICT 6

NOTICES MAILED 281 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-33746** APN: 138-04-404-016

Name of Property Owner: DANIEL SHANNON

Name of Applicant: DWYER ENGINEERING / THOMAS HELLUMS

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: DANIEL SHANNON

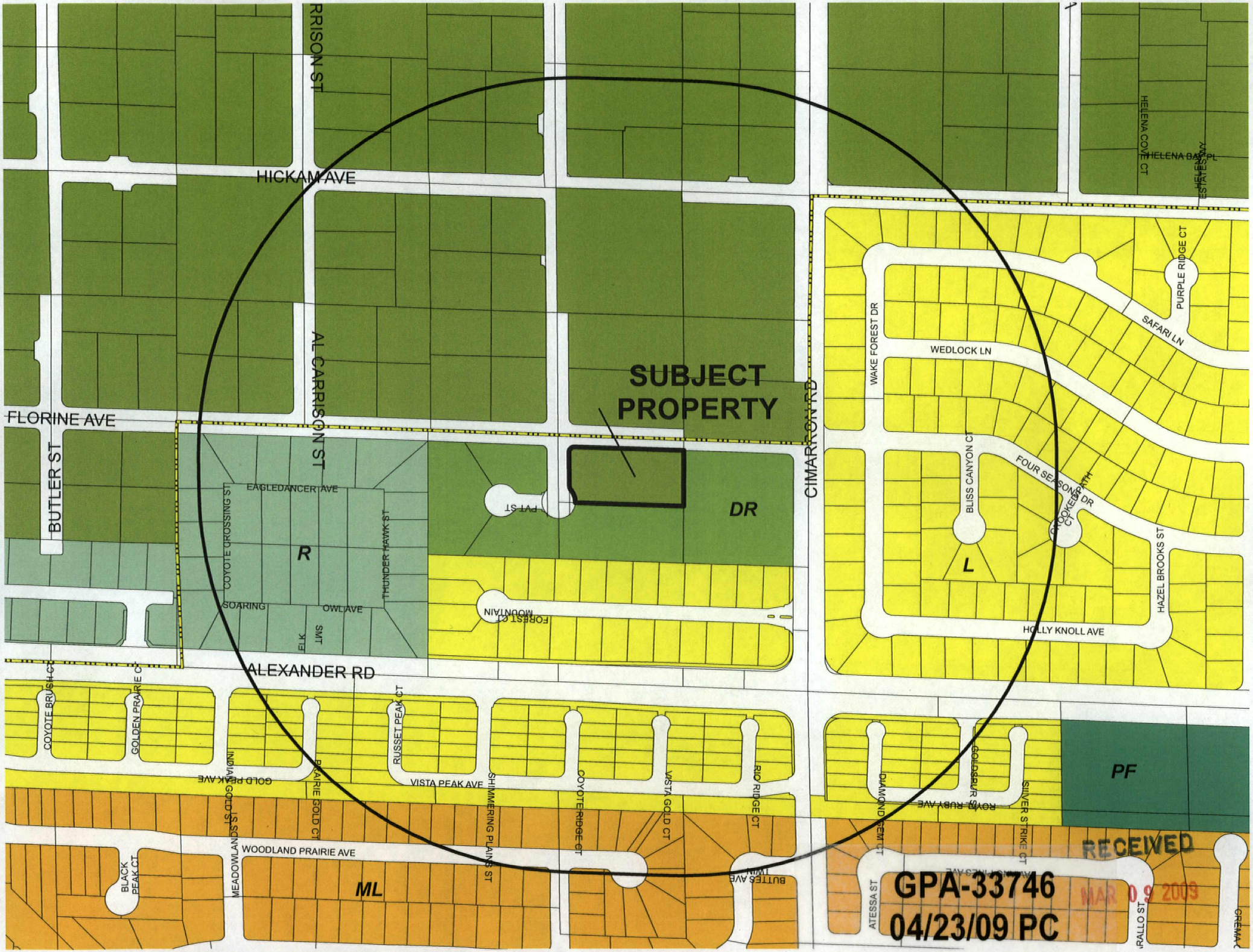
Subscribed and sworn before me

This 27th day of February, 2009

Faye D Williams

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
FAYE D. WILLIAMS
No: 92-1302-1
My Appointment Expires Sept. 8, 2009


RRISON ST
HICKAM AVE
HELENA COVE CT
HELENA BAY PL
HELENA BAY WAY
SUBJECT PROPERTY
AL CARRISON ST
CIMARRON RD
FLORINE AVE
BUTLER ST
WAKE FOREST DR
PURPLE RIDGE CT
SAFARI LN
WEDLOCK LN
BLISS CANYON CT
FOUR SEASONS DR
CROOKED PATH CT
HAZEL BROOKS ST
HOLLY KNOLL AVE
EAGLEDANCER AVE
COYOTE CROSSING ST
THUNDER HAWK ST
SOARING
OWL AVE
ELK
SMT
FOREST CT
MOUNTAIN
PAT ST
DR
R
L
ALEXANDER RD
COYOTE BRUSH CT
GOLDEN PRAIRIE CT
GOLD PEAK AVE
INDIAN GOLD ST
PRAIRIE GOLD CT
RUSSET PEAK CT
VISTA PEAK AVE
SHIMMERING PLAINS ST
COYOTE RIDGE CT
VISTA GOLD CT
RIO RIDGE CT
BUTTES AVE
TWIN
MEADOWLAND ST
WOODLAND PRAIRIE AVE
BLACK PEAK CT
ML
DIAMOND CREST CT
ROYAL RUSH AVE
GOLDEN RIDGE
SILVER STRIKE CT
PF
ATESSA ST
RECEIVED
GPA-33746
04/23/09 PC
MAR 09 2009



GPA-33746 - APPLICANT/OWNER: DANIEL SHANNON
SOUTHEAST CORNER OF FLORINE AVENUE AND TOMSIK STREET
APRIL 23, 2009 PLANNING COMMISSION

03/19/09



GPA-33746 - APPLICANT/OWNER: DANIEL SHANNON
SOUTHEAST CORNER OF FLORINE AVENUE AND TOMSIK STREET
APRIL 23, 2009 PLANNING COMMISSION

03/19/09

Department of Comprehensive Planning
Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Barbara Ginoulias, Director • Rod Allison, Assistant Director

April 13, 2009

Steve GeBeke (sgebeke@lasvegasnevada.gov)
Carman Burney (cburney@lasvegasnevada.gov)
Las Vegas, NV

In response to Inter Jurisdictional courtesy letter regarding:

Application # GPA-33746, ZON-33747

Clark County is opposed to these applications. Staff believes that the City's equivalent to the County's land use designation of RL (3.5 du/ac) would be a more appropriate buffer between the R-E zoned lots to the west and the existing church to the east. In addition, the subject parcel is within the Excepted Area B which encourages densities to not exceed 3.5 (County) and 3.59 (City).

Thank you for your consideration.

/s/
Shane Ammerman
Assistant Planning Manager

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • SUSAN BRAGER, Vice-Chair
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • STEVE SISOLAK • LAWRENCE WEEKLY
VIRGINIA VALENTINE, P.E., County Manager

DWYER ENGINEERING, INC.

CIVIL ENGINEERS, LAND SURVEYORS, WATER RIGHTS, LAND USE PLANNING

March 9, 2009

City of Las Vegas Planning & Development
Development Services Center
731 S. Fourth
Las Vegas, NV 89106

RE: General Plan Amendment
Justification Letter
APN: 138-04-404-016

Dear Sirs:

The applicant formally requests the approval of a General Plan Amendment for the above referenced project located at the southeast corner of Florine Avenue and Tomsik Street.

The property is currently designated as a rural neighborhood preservation district but half of the property located within the one thousand foot radius has low density designation. The proposed amendment to low density will allow four (4) lots on this 1.08 acre parcel, which is compatible with the surrounding properties. These four lots will be 11,700 square feet each which is above the R-D zoning minimum lot size (11,000 square feet).

This particular parcel was recently annexed into the City of Las Vegas and carried its' County zoning designation with it. This area of the City is currently surrounded on three sides by Low Density Zoning so it would be an appropriate parcel to be amended to Low Density Residential.

We request approval of this General Plan Amendment.

Sincerely,
DWYER ENGINEERING, INC.

Thomas L. Hellums, P.L.S., W.R.S.
Principal

RECEIVED
MAR 10 2009

7330 SMOKE RANCH ROAD, SUITE B * LAS VEGAS, NV 89128 * (702) 254-2200
fax: (702) 254-2236

GPA-33746
04/23/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

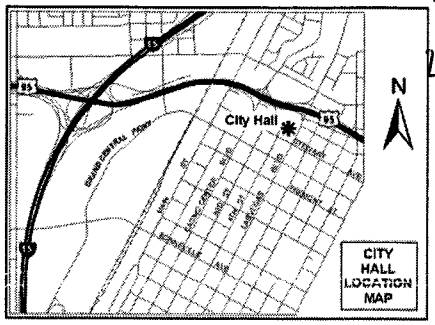
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK

2009 MAY 11 A 11:39

Return Service Requested
Official Notice of Public Hearing



Will result in more traffic and higher density. Did not disclose if 2 story or single story? There's plenty of vacant single family homes now — do we really need another development of high density?

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

DEFRANCESCO TRUST
DEFRANCESCO GEORGE & SUSAN J
8016 SAFARI LN
LAS VEGAS NV 89129-5466

APN#13804814008

CAROL A. HAYES

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

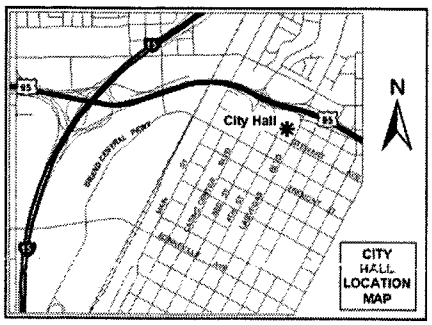
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK

2009 MAY 12 A 11:27

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

SAVAGE JEFFREY L & SCARLET A
3970 RUSSET PEAK CT
LAS VEGAS NV 89129-4856

APN#13809124044

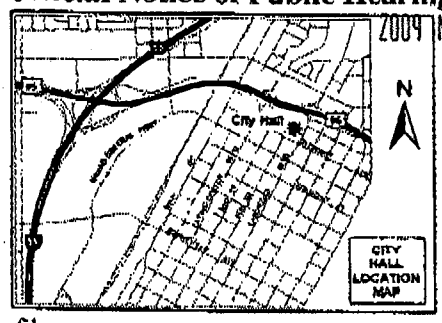
CAROL A. HAYES

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 14 A 8:09

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

STEINER PAUL
4174 N AL CARRISON ST
LAS VEGAS NV 89129-4807

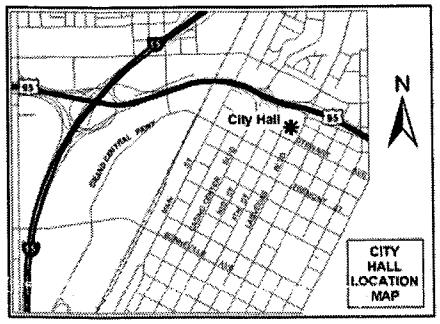
APN#13804403005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 14 A 11:20

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

HOWELL CHARLES III & JANET
4061 N TOMSIK ST
LAS VEGAS NV 89129-4818

APN#13804404037
after final agenda

Date 5/14/09 Item 110 & 111

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

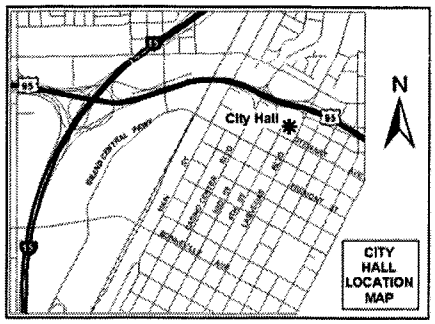
RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.394
MAY 08 2009
MAILED FROM ZIP CODE 89101

2009 MAY 14 A 11:20

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

SHLISKY RONALD G & ADRYAN D
4165 N TOMSIK ST
LAS VEGAS NV 89129-4825

APN#13804403008

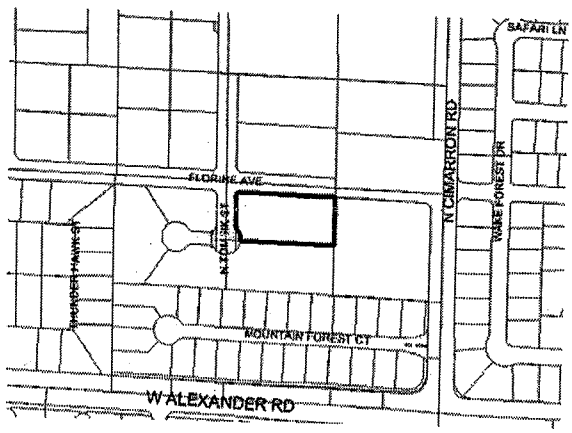
Application Information

GPA-33746 - APPLICANT/OWNER: DANIEL SHANNON - Request to Amend a portion of the Centennial Hills Sector Plan FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Steinman)

ZON-33747 - APPLICANT/OWNER: DANIEL SHANNON - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Steinman)

In an area consisting of 2 homes per acre, this has no place. We have been fighting this for years

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 20, 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 .

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

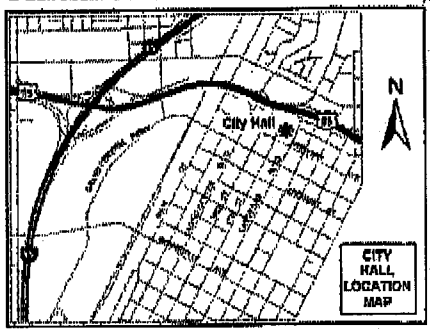
RECEIVED
CITY CLERK
2009 MAY 15 P 3:28

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 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.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

WAITE PAULA A
8014 HICKAM AVE
LAS VEGAS NV 89129-5422

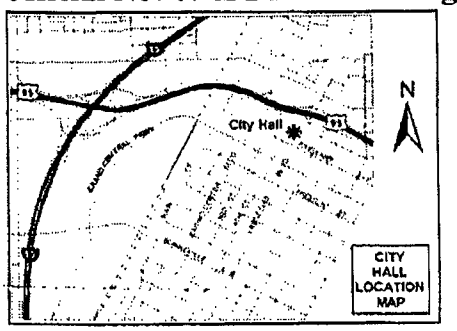
APN#13804305012

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 18 P 2:16

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

CHEREK JOHN F & MARCY G
4051 N TOMSIK ST
LAS VEGAS NV 89129-4818

APN#13804404038

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

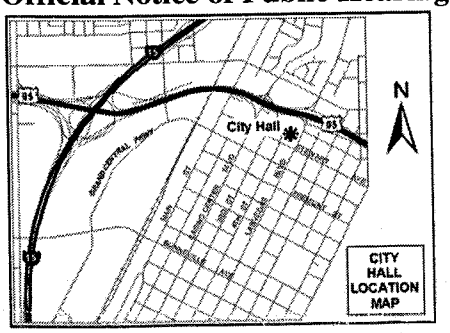
RECEIVED
CITY CLERK

2009 MAY 18 A 8

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

TOROPOVSKY MICHAEL A
8152 EAGLEDANCER AVE
LAS VEGAS NV 89129-1828

APN#13804410013

...d after final agenda

5/18/09

1104111
W-4

RECEIVED
CITY CLERK

2009 MAY 20 A 10:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

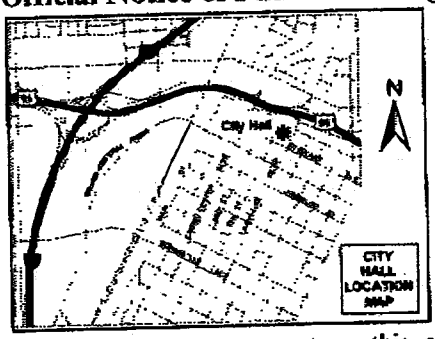
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.39[4]

MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

SCARRONE BRUNO G & T REV LIV TR
SCARRONE BRUNO G & THERESA L
1668 PAWNEE CIR
LAS VEGAS NV 89169-3127

APN#13804403015

[illegible]

[illegible] after final agenda

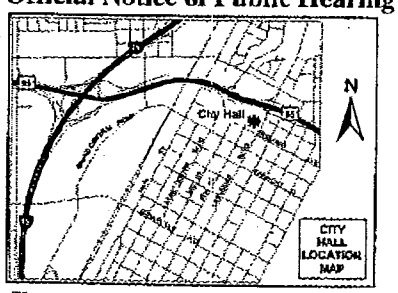
Date 5/20/09 Item 110 & 111
W-4

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIP CODE 89121

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

2009 MAY 11 A 9:15

CITY CLERK

HOWELL REBECCA L
3955 VISTA GOLD CT
LAS VEGAS NV 89129-4820

APN#13809124019

This piece of land is too small for this project & not condusive to the surrounding homes

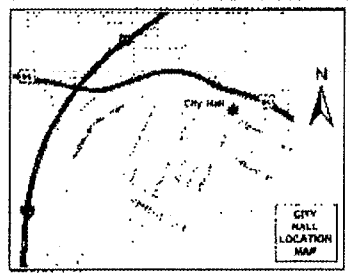
From Karen Petroni to City Clerk at Tue 5/12/2009 1:55 PM 1/1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 12 P 2:39

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on the 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.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

Continuing requests for zone change seem unfair to long term property owners.

PETRONI KAREN L TRUST
PETRONI KAREN L TRS
5126 BRENTMEAD DR
LAS VEGAS NV 89120-1302

APN#13804404017

COPY

CLERK

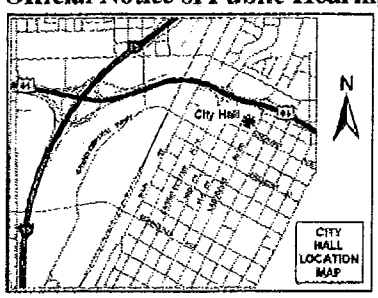
2009 MAY 11 A 8:28

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 $ 00.39
0004239954 MAY 08 20(
MAILED FROM ZIPCODE 8910

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.

~~GPA-33746 & ZON-33747~~
City Council Meeting of 5/20/2009

SAXTON BOYER FAMILY TRUST
BOYER DAVID P TRS ETAL
8012 SAFARI LN
LAS VEGAS NV 89129-5466

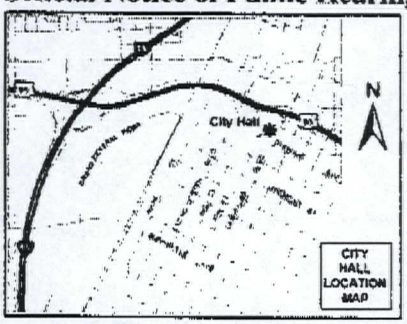
APN#13804814009

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

Case: GPA-33746

13804403005
STEINER PAUL
4174 N AL CARRISON ST
LAS VEGAS NV 89129-4807

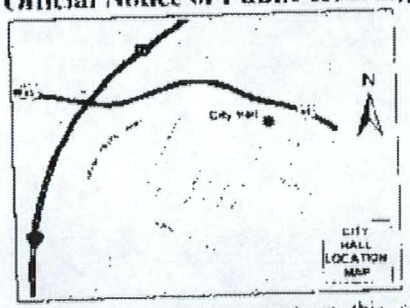
16P

From Karen Petroni to Planning & Development Dept. at Sun 4/12/2009 8:36 AM 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-5986

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

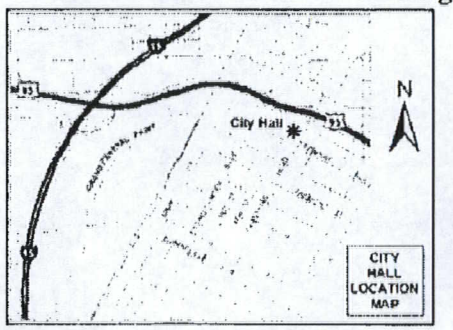
Case: GPA-33746

13804404017
PETRONI KAREN L TRUST
5126 BRENTMEAD DR
LAS VEGAS NV 89120-1302

16P

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

Case: GPA-33746

13804815015
WATTERS FAMILY TRUST
4101 WAKE FOREST DR
LAS VEGAS NV 89129-5468

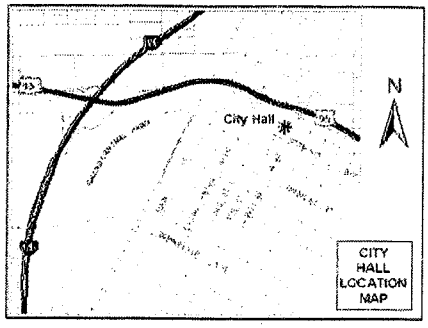
10 of 10

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 APR 10 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



1 The impact on traffic + density will be adverse as additional traffic comes to Cimarron. With housing availability + low interest rates, how will this project not go into foreclosure/bankruptcy or invite non-resident investors (BAD for LV)

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.

GPA-33746 & ZON-33747
Planning Commission Meeting of 4/23/2009

Case: GPA-33746

13804814008
DEFRANCESCO TRUST
8016 SAFARI LN
LAS VEGAS NV 89129-5466

RECEIVED
APR 20 2009

Submitted after final agenda.

Date 4-20-09 Item 16

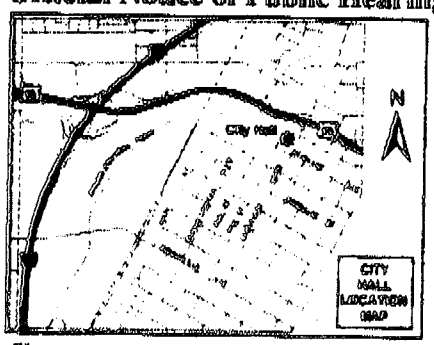
16P

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 APR 10 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



This is not compatible to properties immediately to the west and north. Several properties in the neighborhood are valued at over 500,000 (even in this depressed market) by the county assessor. To increase this density of property will decrease values of my properties. It also goes against promises made by earlier commissions.
James M Thompson

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.

GPA-33746 & ZON-33747
Planning Commission Meeting of 4/23/2009

Case: GPA-33746
13804305006
THOMPSON JAMES M & DARLIENE
4234 TOMSIK ST
LAS VEGAS NV 89120-1824

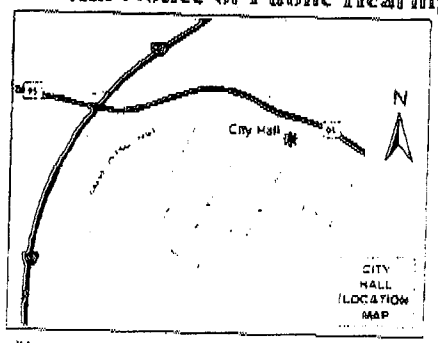
RECEIVED
APR 17 2009

16P

04/17/2009 12:42 702-645-8280 THOMPSON BROTHERS PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
[illegible] 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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

$ 00.39[illegible]

RECEIVED
APR 17 2009

Case GPA-33746

13804305013
THOMPSON JAMES M & DARLIENE
4234 N TOMSIK
LAS VEGAS NV 89129-4824

16P

04/17/2009 12:42 702-645-8288 THOMPSON BROTHERS PAGE 02

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

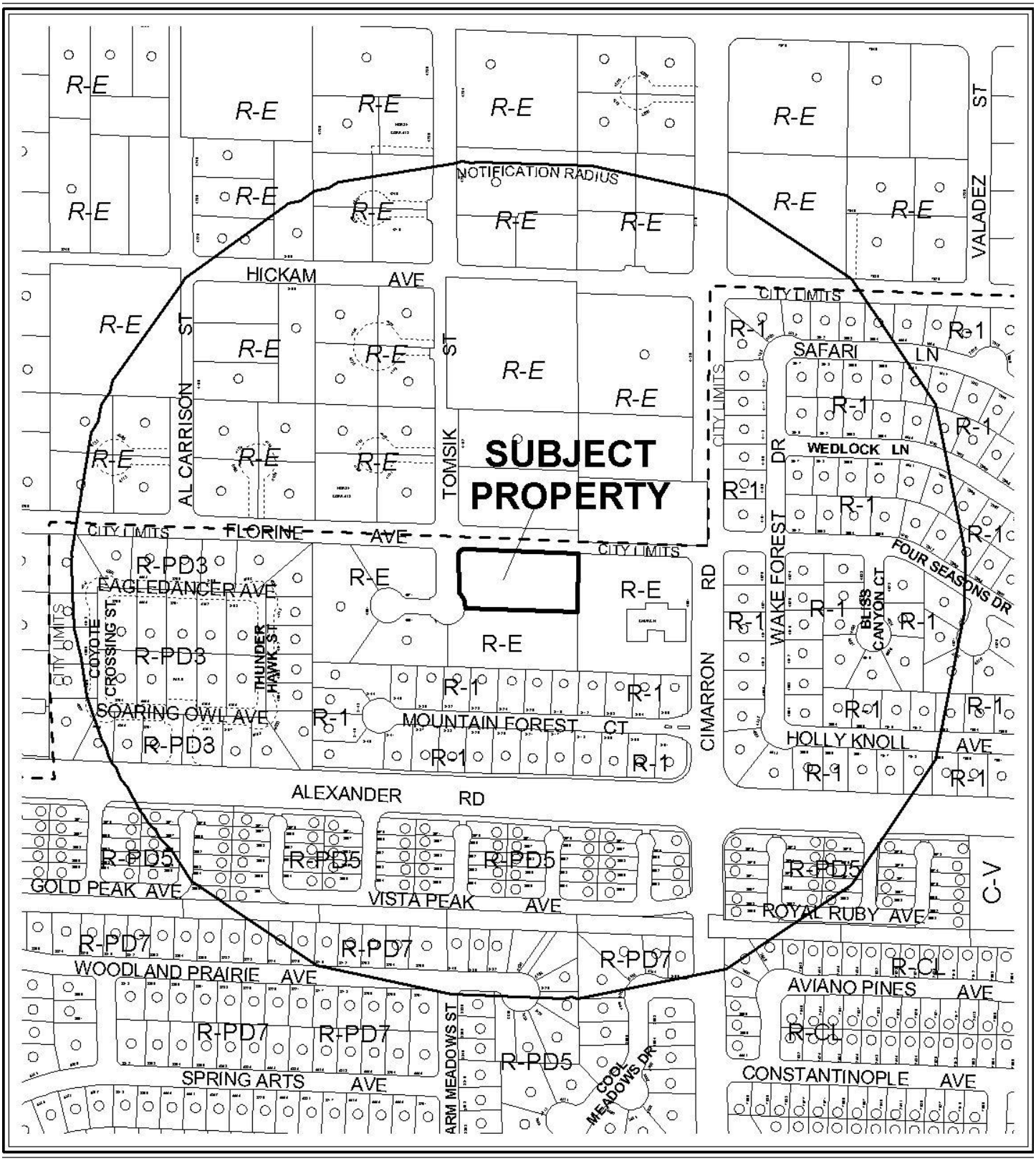
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33747 – ABEYANCE ITEM - REZONING RELATED TO GPA-33746 - PUBLIC HEARING - APPLICANT/OWNER: DANIEL SHANNON - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**0**
City Council Meeting	**11**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Clark County Comprehensive Planning Letter
6. Justification Letter
7. Protest/Support Postcards
8. Backup Referenced from the 04-23-2009 Planning Commission Meeting Item 17



0 300 600 Feet

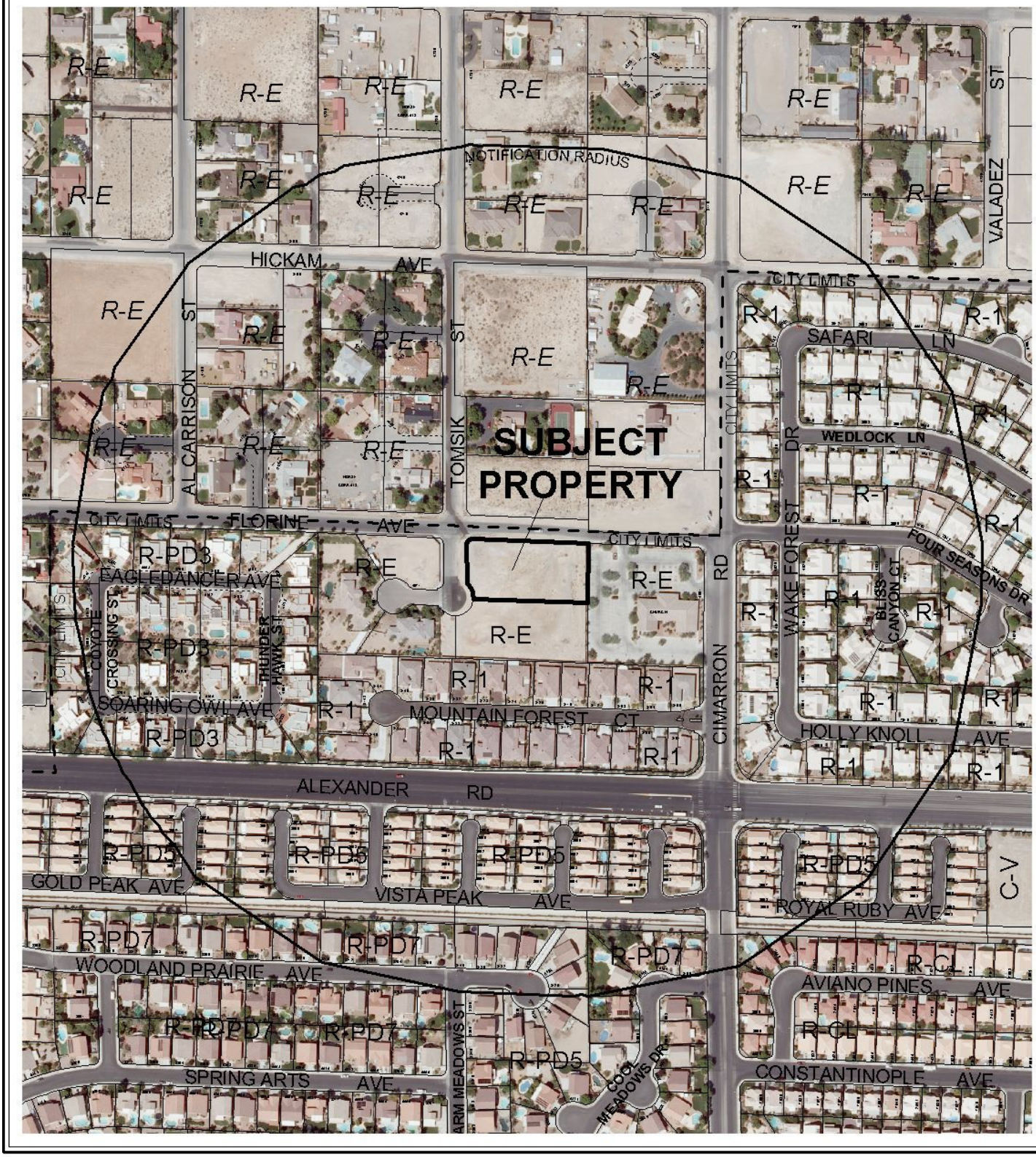
CASE: **ZON-33747**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: **ZON-33747**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33747 - APPLICANT/OWNER: DANIEL SHANNON

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 5, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street. An associated request for a General Plan Amendment (GPA-33746) from the RNP (Rural Neighborhood Preservation) to the L (Low Density Residential) designation has also been submitted. The subject site was recently Annexed (ANX-30397) into the City of Las Vegas, and is located within Excepted Area B of the Interlocal Agreement. The applicant anticipates that the subject site will be subdivided to create four single-family residential lots of approximately 11,700 square feet each. The proposed L (Low Density Residential) General Plan designation with the corresponding R-1 (Single Family Residential) zoning district is required to accommodate the proposed density of 3.78 units per acre that the four lots would create. As this density is greater than the density of 3.59 units per acre that is allowed by the Interlocal Agreement, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/30/09	The subject site was Annexed (ANX-30397) into the City of Las Vegas.
04/23/09	The Planning Commission recommended denial of companion item GPA-33746 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #17/sg).
Related Building Permits/Business Licenses	
There are no related building permits or business licenses associated with the subject site.	
Pre-Application Meeting	
02/25/09	A pre-application meeting was held to discuss the submittal requirements for a General Plan Amendment and a Rezoning, including residential density restrictions.
Neighborhood Meeting	
03/25/09	A neighborhood meeting was held on Wednesday March 25, 2009 from 6:03 pm to 6:22 pm at the Mountain Crest Community Center located at 4701 N Durango Dr. Las Vegas, Nevada 89129. There was one representative for the applicant, nine members of the general public, one county liaison and one member of the Planning and Development Department staff present. The applicant explained that they were requesting a General Plan Amendment and Rezoning to create four parcels on the subject property. The members of the public were adamantly opposed to the request, and stated that the density should remain as stipulated in the Interlocal Agreement.

Field Check	
03/19/09	A field check was conducted by staff. The subject site is an undeveloped parcel of land. No issues were noted at the site.

Details of Application Request	
Site Area	
Gross Acres	1.08 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	RNP (Rural Neighborhood Preservation)	R-E (Residence Estates)
North	Undeveloped	RNP (Rural Neighborhood Preservation) [Clark County]	R-E (Rural Estates, Residential District) [Clark County]
South	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Church / House of Worship	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Interlocal Excepted Area B	X		N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre on the City's comprehensive plan, and the City shall not amend its land use master plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.59 units per gross acre within the areas identified as Excepted Area B without first considering the recommendation of the other Party, which in this case is Clark County. The proposed L (Low Density Residential) General Plan designation would allow for a density of up to 5.49 units per acre.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	46,093	Y
Min. Lot Width	65 Feet	150 Feet	Y

At this time, a Site Development Plan Review is not required, nor has one been submitted. Development standards, including setbacks, lot coverage, building height, etc., shall be reviewed at the time of subdivision and/or issuance of building permits.

Existing Zoning	**Permitted Density**	**Units Allowed**
R-E (Residence Estates)	Up to 2 Units per Acre	2 Units
Existing General Plan	**Permitted Density**	**Units Allowed**
RNP (Rural Neighborhood Preservation)	Up to 2 Units per Acre	2 Units

Proposed Zoning	**Permitted Density**	**Units Allowed**
R-1 (Single Family Residential)	Up to 6 Units per Acre	6 Units
Proposed General Plan	**Permitted Density**	**Units Allowed**
L (Low Density Residential)	Up to 5.49 Units per Acre	5 Units

Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre. The Zoning district and General Plan designation that allow the highest density within the Interlocal Agreement restriction is:

Zoning	**Permitted Density**	**Units Allowed**
R-D (Single Family Residential-Restricted)	Up to 3.96 Units per Acre	3 Units
General Plan	**Permitted Density**	**Units Allowed**
R (Rural Density Residential)	Up to 3.59 Units per Acre	3 Units

ANALYSIS

This is a request for Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street. An associated request for a General Plan Amendment (GPA-33746) from the RNP (Rural Neighborhood Preservation) to the L (Low Density Residential) designation has also been submitted. The subject site was recently Annexed (ANX-30397) into the City of Las Vegas, and is located within Excepted Area B of the Interlocal Agreement. Pursuant to the Interlocal Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre on the City's comprehensive plan, and the City shall not amend its land use

master plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.59 units per gross acre within the areas identified as Excepted Area B without first considering the recommendation of the other Party, which in this case is Clark County. The proposed L (Low Density Residential) General Plan designation would allow for a density of up to 5.49 units per acre, thereby exceeding the maximum density allowed by the agreement.

Comments were received from the Clark County Department of Comprehensive Planning on April 14, 2009, stating that "Clark County is opposed to these applications. Staff believes that the City's equivalent to the County's land use designation of RL (3.5 du/ac) would be a more appropriate buffer between the R-E zoned lots to the west and the existing church to the east. In addition, the subject parcel is within the Excepted Area B which encourages densities to not exceed 3.5 (County) and 3.59 (City)."

The applicant anticipates that the subject site will be subdivided to create four single-family residential lots of approximately 11,700 square feet each. The proposed L (Low Density Residential) General Plan designation with the corresponding R-1 (Single Family Residential) zoning district is required to accommodate the proposed density of 3.78 units per acre that the four lots would create. If the number of subdivided lots were reduced from four to three, the proposed density would then be 2.78 units per acre, and could be accommodated by amending the General Plan designation to R (Rural Density Residential), with a corresponding zoning district of R-D (Single Family Residential-Restricted). The request would then conform to the Interlocal Agreement, and would be compatible with the existing adjacent land uses and zoning districts. As this request does not meet the requirements of the Interlocal Agreement, staff is recommending denial.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed R-1 (Single Family Residential) zoning district conforms to the proposed L (Low Density Residential) General Plan designation, but the allowable density of the proposal exceeds the maximum allowable density as permitted by the Interlocal Agreement. The Clark County Department of Comprehensive Planning has indicated that they are opposed to this request.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

The residential use allowed on the subject property by approving this rezoning is compatible with the surrounding residential land uses; however, the increased density allowed by the proposed R-1 (Single Family Residential) zoning district is not compatible with that of the surrounding zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   There are no growth or development factors in the community that would indicate a need for or appropriateness of the rezoning. The Clark County Department of Comprehensive Planning has indicated that they are opposed to this request.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The subject site is accessed by a 60-foot local street, which is adequate to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

ASSEMBLY DISTRICT 4

SENATE DISTRICT 6

NOTICES MAILED 281 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-33747 APN: 138-04-404-016

Name of Property Owner: DANIEL SHANNON

Name of Applicant: DWYER ENGINEERING / THOMAS HELLUMS

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: DANIEL SHANNON

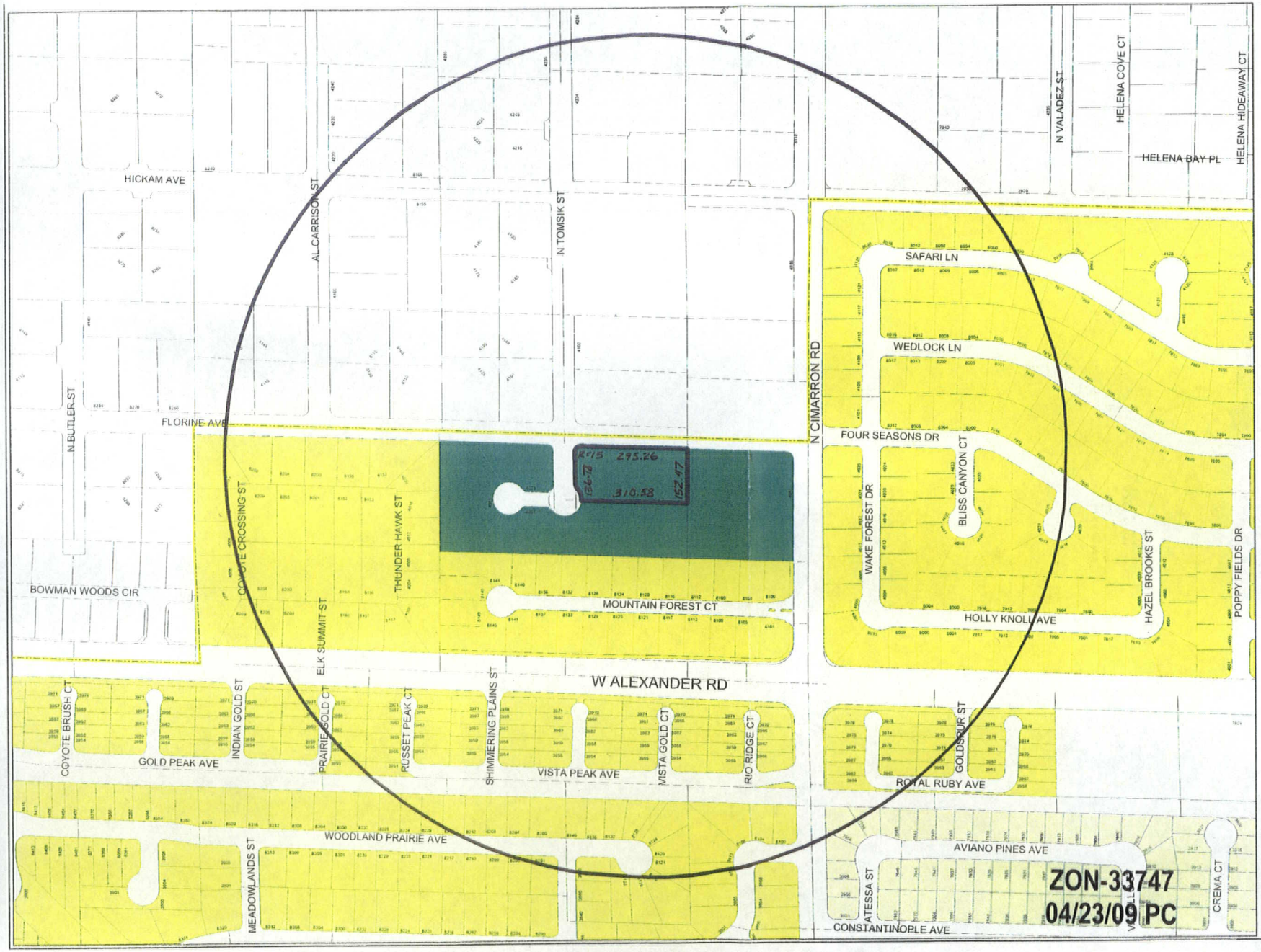
Subscribed and sworn before me

This 27th day of February, 2009

Faye D Williams

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
FAYE D. WILLIAMS
No: 92-1302-1
My Appointment Expires Sept. 8, 2009



City of Las Vegas

Zoning

Subject Parcel
138-04-404-016

From: R-E
Proposed: R-1

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

RECEIVED
MAR 09 2009

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301

Printed: March 3, 2009

PLANNING & DEVELOPMENT

ZON-33747
04/23/09 PC

SCALE 1" = 200'



ZON-33747 - APPLICANT/OWNER: DANIEL SHANNON
SOUTHEAST CORNER OF FLORINE AVENUE AND TOMSIK STREET
APRIL 23, 2009 PLANNING COMMISSION

03/19/09



ZON-33747 - APPLICANT/OWNER: DANIEL SHANNON
SOUTHEAST CORNER OF FLORINE AVENUE AND TOMSIK STREET
APRIL 23, 2009 PLANNING COMMISSION

03/19/09

Department of Comprehensive Planning
Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Barbara Ginoulias, Director • Rod Allison, Assistant Director

April 13, 2009

Steve GeBeke (sgebeke@lasvegasnevada.gov)
Carman Burney (cburney@lasvegasnevada.gov)
Las Vegas, NV

In response to Inter Jurisdictional courtesy letter regarding:

Application # GPA-33746, ZON-33747

Clark County is opposed to these applications. Staff believes that the City's equivalent to the County's land use designation of RL (3.5 du/ac) would be a more appropriate buffer between the R-E zoned lots to the west and the existing church to the east. In addition, the subject parcel is within the Excepted Area B which encourages densities to not exceed 3.5 (County) and 3.59 (City).

Thank you for your consideration.

/s/
Shane Ammerman
Assistant Planning Manager

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • SUSAN BRAGER, Vice-Chair
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • STEVE SISOLAK • LAWRENCE WEEKLY
VIRGINIA VALENTINE, P.E., County Manager

DWYER ENGINEERING, INC.

CIVIL ENGINEERS, LAND SURVEYORS, WATER RIGHTS, LAND USE PLANNING

March 9, 2009

City of Las Vegas Planning & Development
Development Services Center
731 S. Fourth
Las Vegas, NV 89106

RE: Zone Change Request
Justification Letter
APN: 138-04-404-016

Dear Sirs:

The applicant formally requests the approval of a Zone Change for the above referenced project located at the southeast corner of Florine Avenue and Tomsik Street.

The property is currently zoned R-E. The areas around this parcel are currently zoned R-PD or R-1 within the City of Las Vegas boundary. The parcel is 1.08 acres in size and will be developed into four (4) lots of 11,700 square feet each. This size is above the R-D zoning requirement of 11,000 square feet minimum. Most of the parcels inside the City of Las Vegas boundary in this area fit the R-D or R-1 zoning criteria. The reason for the request to R-1 zoning and not R-D zoning is because the current parcel cannot fulfill the density requirement (3.5 units per acre) for R-D zoning. The request to R-1 zoning is the next available zoning designation. With this R-1 zoning designation the applicant is still planning to develop four R-D size lots.

A Zone Change to R-1 would be an appropriate zoning use for this parcel and we request approval.

Sincerely,
DWYER ENGINEERING, INC.

Thomas L. Hellums, P.L.S., W.R.S.
Principal

RECEIVED
MAR 10 2009

7330 SMOKE RANCH ROAD, SUITE B * LAS VEGAS, NV 89128 * (702) 254-2200
fax: (702) 254-2236

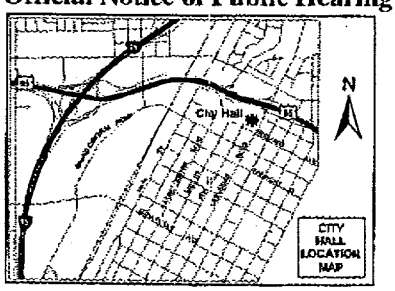
ZON-33747
04/23/09 PC

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 $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIP CODE 89121

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

2009 MAY 11 A 9:15
CITY CLERK

HOWELL REBECCA L
3955 VISTA GOLD CT
LAS VEGAS NV 89129-4820

APN#13809124019

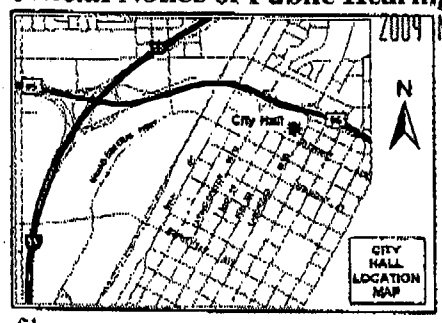
This piece of land is too small for this project & not condusive to the surrounding homes

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 14 A 8:09

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

STEINER PAUL
4174 N AL CARRISON ST
LAS VEGAS NV 89129-4807

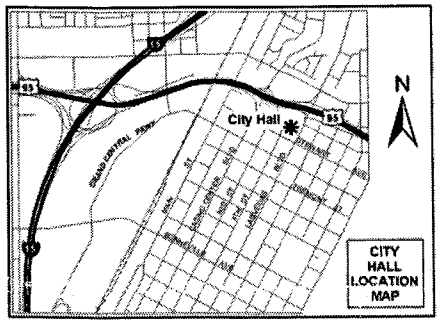
APN#13804403005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 14 A 11:20

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

HOWELL CHARLES III & JANET
4061 N TOMSIK ST
LAS VEGAS NV 89129-4818

APN#13804404037
after final agenda

Date 5/14/09 Item 110 & 111

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

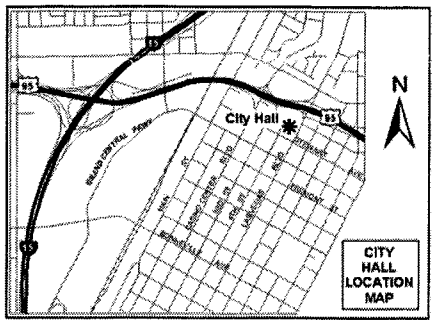
RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.394
MAY 08 2009
MAILED FROM ZIP CODE 89101

2009 MAY 14 A 11:20

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

SHLISKY RONALD G & ADRYAN D
4165 N TOMSIK ST
LAS VEGAS NV 89129-4825

APN#13804403008

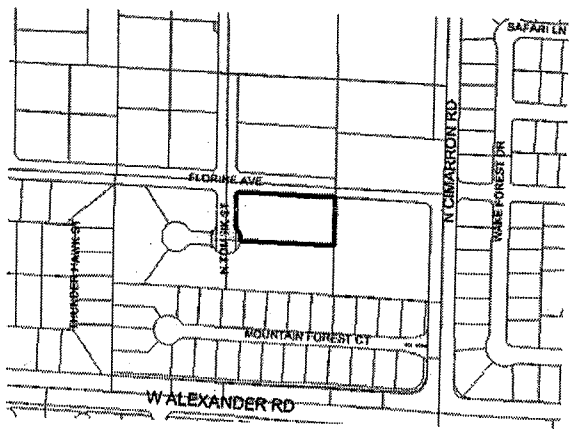
Application Information

GPA-33746 - APPLICANT/OWNER: DANIEL SHANNON - Request to Amend a portion of the Centennial Hills Sector Plan FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Steinman)

ZON-33747 - APPLICANT/OWNER: DANIEL SHANNON - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 1.08 acres at the southeast corner of Florine Avenue and Tomsik Street (APN 138-04-404-016), Ward 4 (Steinman)

In an area consisting of 2 homes per acre, this has no place. We have been fighting this for years

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 20, 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 .

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

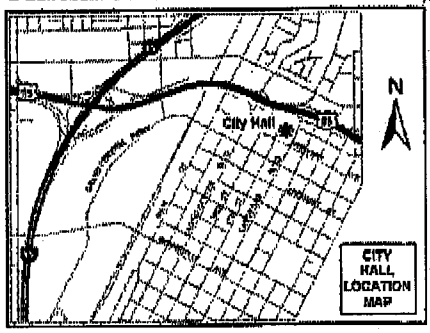
RECEIVED
CITY CLERK
2009 MAY 15 P 3:28

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 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.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

WAITE PAULA A
8014 HICKAM AVE
LAS VEGAS NV 89129-5422

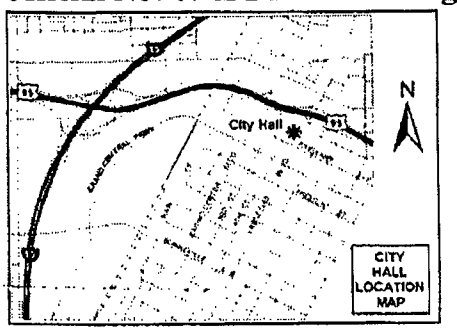
APN#13804305012

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 18 P 2:16

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.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

CHEREK JOHN F & MARCY G
4051 N TOMSIK ST
LAS VEGAS NV 89129-4818

APN#13804404038

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

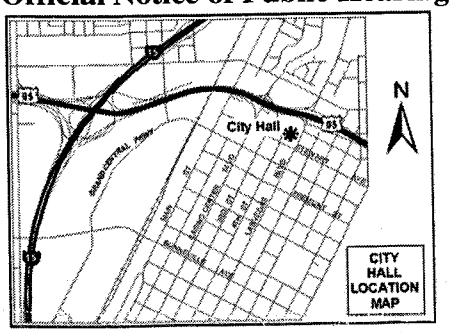
RECEIVED
CITY CLERK

2009 MAY 18 A 8

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 08 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33746 & ZON-33747
City Council Meeting of 5/20/2009

TOROPOVSKY MICHAEL A
8152 EAGLEDANCER AVE
LAS VEGAS NV 89129-1828

APN#13804410013

...d after final agenda

5/18/09

1104111
W-4

RECEIVED
CITY CLERK

2009 MAY 20 A 10:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

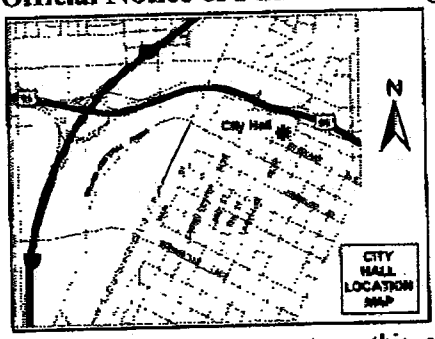
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.39[4]

MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

SCARRONE BRUNO G & T REV LIV TR
SCARRONE BRUNO G & THERESA L
1668 PAWNEE CIR
LAS VEGAS NV 89169-3127

APN#13804403015

[illegible]

[illegible] after final agenda

Date 5/20/09 Item 110 & 111
W-4

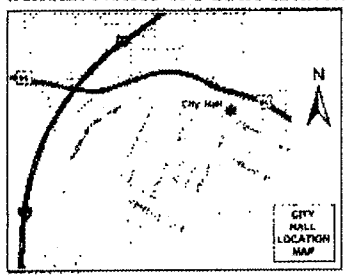
From Karen Petroni to City Clerk at Tue 5/12/2009 1:55 PM 1/1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 MAY 12 P 2:39

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on the 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.

GPA-33746 & ZON-33747

City Council Meeting of 5/20/2009

Continuing requests for zone change seem unfair to long term property owners.

PETRONI KAREN L TRUST
PETRONI KAREN L TRS
5126 BRENTMEAD DR
LAS VEGAS NV 89120-1302

APN#13804404017

CANCEL ASSESS

CLERK

2009 MAY 11 A 8:28

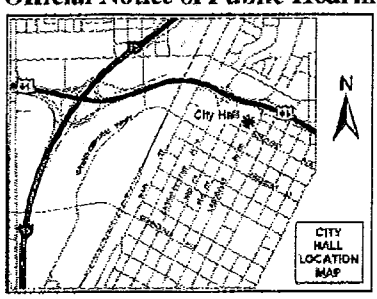
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.39
0004239954 MAY 08 200
MAILED FROM ZIP CODE 8910

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.

~~GPA-33740 & ZON-33747~~
City Council Meeting of 5/20/2009

SAXTON BOYER FAMILY TRUST
BOYER DAVID P TRS ETAL
8012 SAFARI LN
LAS VEGAS NV 89129-5466

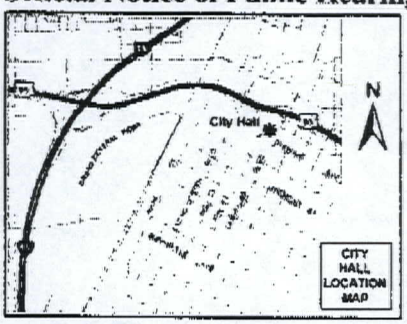
APN#13804814009

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

Case: GPA-33746

13804403005
STEINER PAUL
4174 N AL CARRISON ST
LAS VEGAS NV 89129-4807

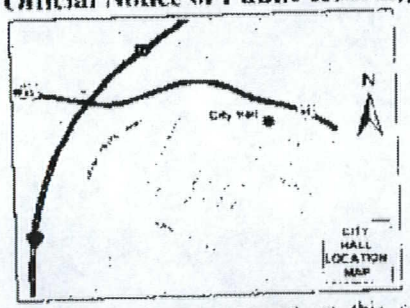
16P

From Karen Petroni to Planning & Development Dept. at Sun 4/12/2009 8:36 AM 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-5986

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

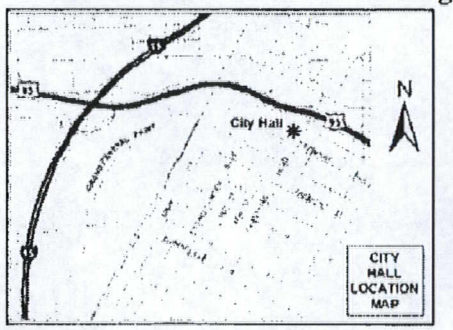
Case: GPA-33746

13804404017
PETRONI KAREN L TRUST
5126 BRENTMEAD DR
LAS VEGAS NV 89120-1302

16P

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

Case: GPA-33746

13804815015
WATTERS FAMILY TRUST
4101 WAKE FOREST DR
LAS VEGAS NV 89129-5468

10 of 10

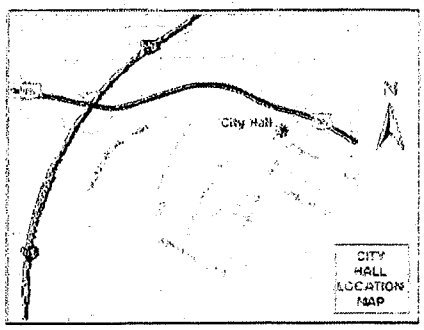
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 APR 10 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

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

I'm opposed to traffic + density will be adverse to existing neighborhoods. With housing availability + low interest rates, how can this project not go into foreclosure/bankruptcy as many other developments have gone (see for LV)

Case: GPA-33746

13804814008
DEFRANCESCO TRUST
8016 SAFARI LN
LAS VEGAS NV 89129-5466

RECEIVED
APR 20 2009

Attached after final agenda

4-20-09 Item 17

178

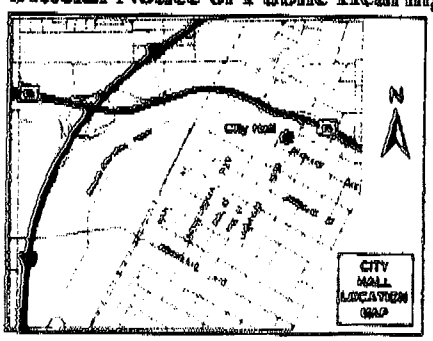
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 APR 10 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



This is Not compatible to properties immediately to the west and north. Several properties in the neighborhood are valued at over 500,000 (even in this depressed market) by the county assessor. To increase this density of property will decrease values of my properties. It also goes against promises made by earlier commissions.
James M Thompson

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.

GPA-33746 & ZON-33747

Planning Commission Meeting of 4/23/2009

Case: GPA-33746
13804305006
THOMPSON JAMES M & DARLIENE
4234 TOMSIK ST
LAS VEGAS NV 89115-4824

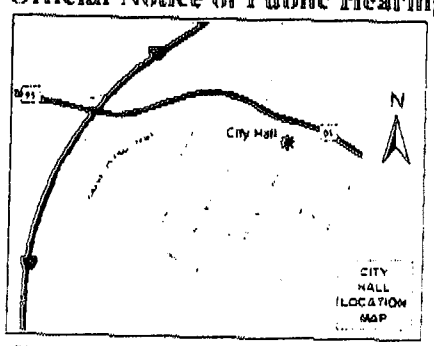
RECEIVED
APR 17 2009

17P

04/17/2009 12:42 702-645-8280 THOMPSON BROTHERS PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
[illegible] 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.

GPA-33746 & ZON-33747
Planning Commission Meeting of 4/23/2009

$ 00.39[4]

13804305013
THOMPSON JAMES M & DARLENE
4234 N TOMSIK
LAS VEGAS NV 89129-4824

Case [illegible]

RECEIVED
APR 17 2009

17P

04/17/2009 12:42 702-645-8280 THOMPSON BROTHERS PAGE 02

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

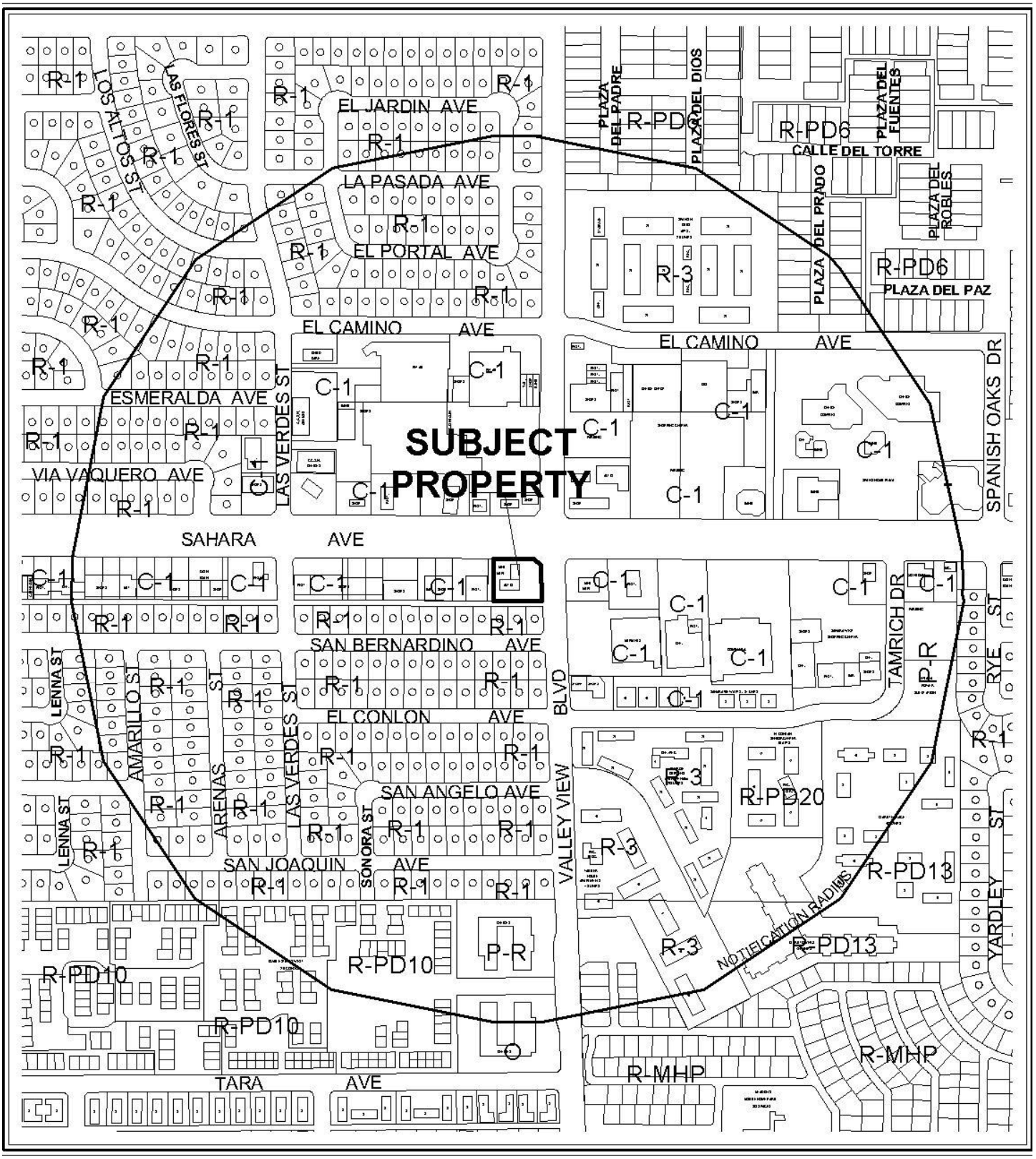
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-34008 – ABEYANCE ITEM - 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**	**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 21



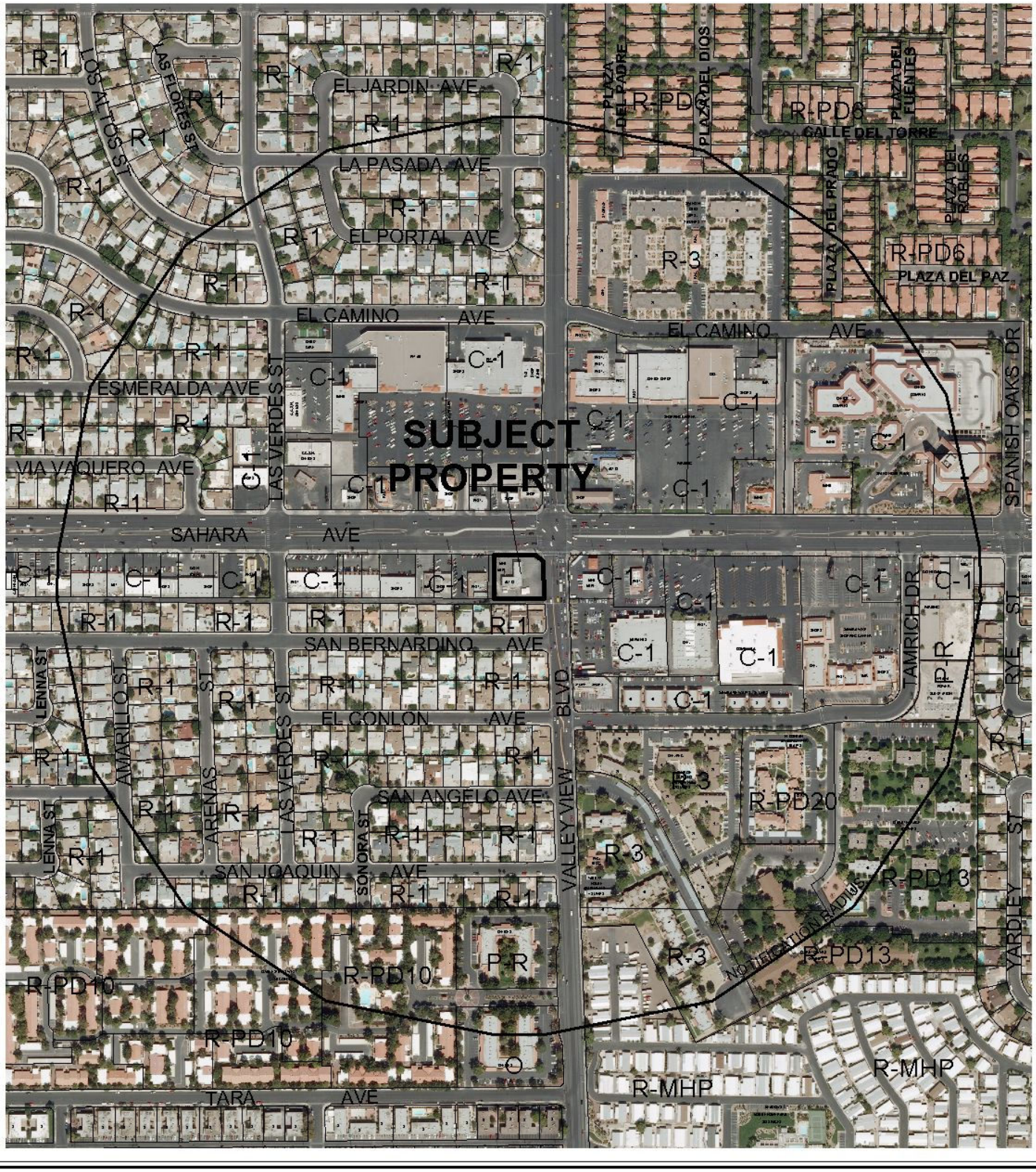
0 400 800 Feet

CASE: **VAR-34008**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **VAR-34008**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-34008 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** 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 871 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

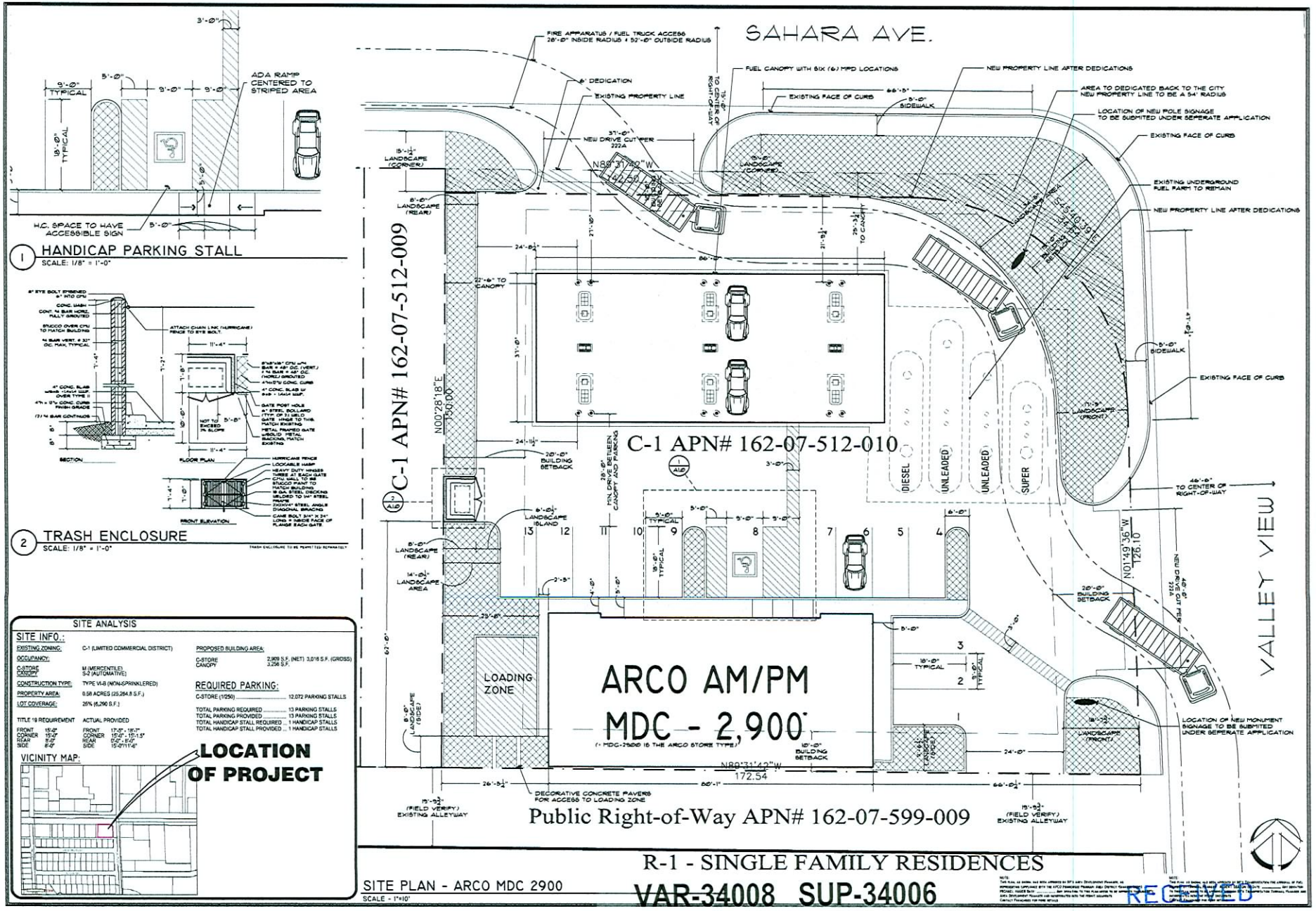
Subscribed and sworn before me

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



SITE ANALYSIS

SITE INFO.:

EXISTING ZONING:	C-1 (LIMITED COMMERCIAL DISTRICT)
OCCUPANCY:	
C-STORE CANOPY	M (MERCENTILE) S-2 (AUTOMATIVE)
CONSTRUCTION TYPE:	TYPE V-B (NON-SPRINKLERED)
PROPERTY AREA:	0.58 ACRES (25,264.8 S.F.)
LOT COVERAGE:	25% (6,290 S.F.)

TITLE 19 REQUIREMENT		ACTUAL PROVIDED	
FRONT	15'-0"	FRONT	17'-0" - 18'-7"
CORNER	15'-0"	CORNER	15'-0" - 15'-1.5"
REAR	5'-0"	REAR	17'-0" - 8'-0"
SIDE	8'-0"	SIDE	15'-0"/11'-6"

PROPOSED BUILDING AREA:

C-STORE	2,909 S.F. (NET) 3,016 S.F. (GROSS)
CANOPY	3,256 S.F.

REQUIRED PARKING:

C-STORE (1/250) ..... 12.072 PARKING STALLS

TOTAL PARKING REQUIRED ..... 13 PARKING STALLS
TOTAL PARKING PROVIDED ..... 13 PARKING STALLS
TOTAL HANDICAP STALL REQUIRED ... 1 HANDICAP STALLS
TOTAL HANDICAP STALL PROVIDED ... 1 HANDICAP STALLS

VICINITY MAP:

LOCATION OF PROJECT

R-1 - SINGLE FAMILY RESIDENCES

SITE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

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. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE CONCEPTS, DESIGNS IN THIS DOCUMENT, AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SELECTED OF SUZANA RUTAR ARCHITECT LTD. AND ONLY FOR USE WORK FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
©COPYRIGHT 2009
SUZANA RUTAR ARCHITECT LTD.
A PROFESSIONAL CORPORATION

SITE PLAN
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2005-ARC_PMT	7.27.06
DRAWN BY: KAR	CHECKED BY: KAR

NO.	DATE	DESCRIPTION
1	5.7.09	STAFF COMMENTS

Drawing No.:
A1.0
ENTITLEMENT PACKAGE SUBMITTAL

PLANT SCHEDULE

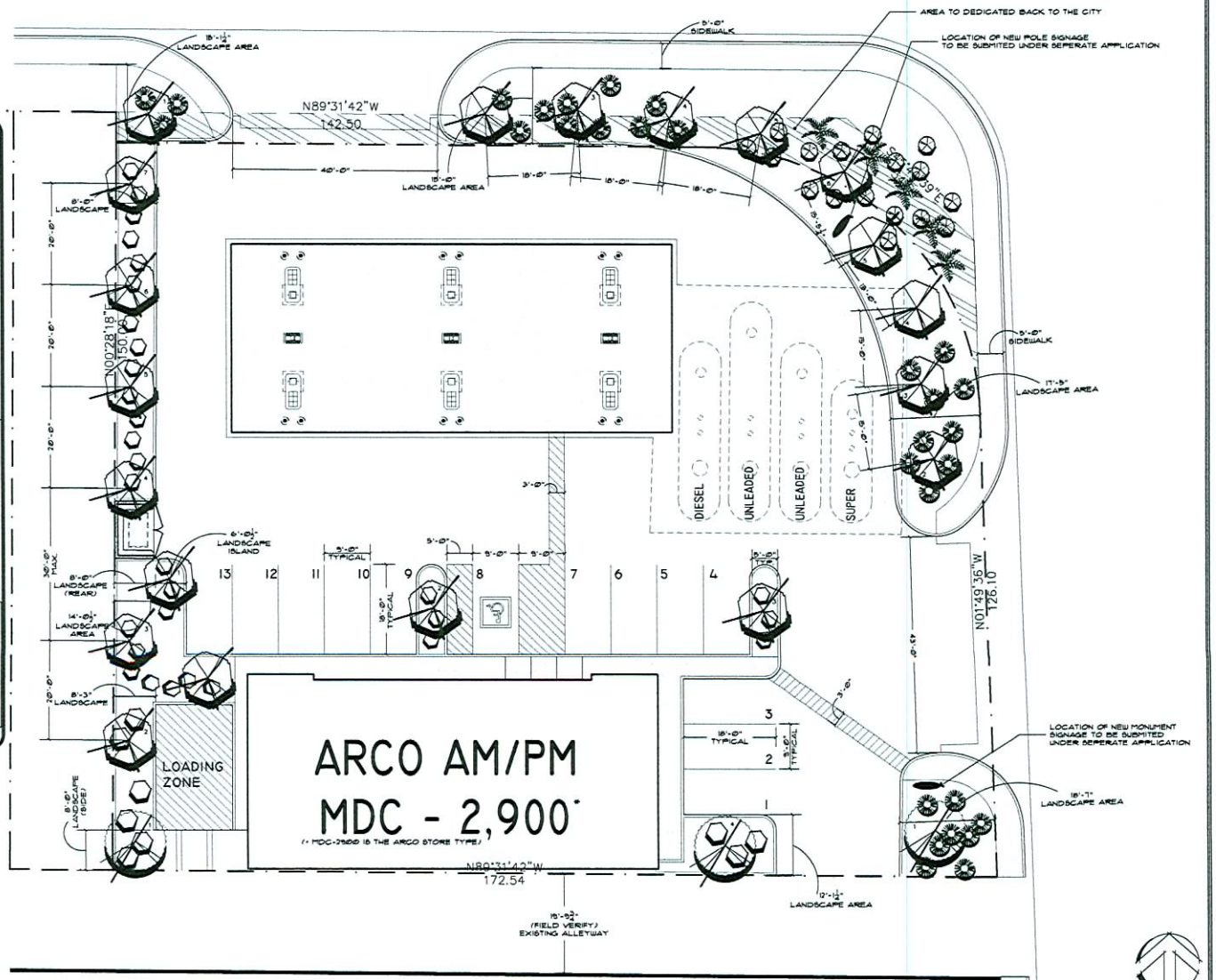
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	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

RECEIVED
APR 09 2009

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2562
A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, NOTES AND DETAILS AND REPORT ANY DISCREPANCIES TO THE OFFICE PRIOR TO CONSTRUCTION. ALL "PLOT DRAWINGS" ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS, OR THE USE OF THE DESIGN APPEARING HEREIN IN CONNECTION WITH ANY WORK OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT, AS THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.

©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT LTD.,
A PROFESSIONAL CORPORATION

ENCROACHMENT IN SUBMITTING A SET FOR A CONSTRUCTION OF 2,500 PERMIT, WHEREVER IT HAS REPRESENTS THAT CLIENT HAS BEEN FURNISHED A COMPLETE SET OF SUCH DRAWINGS AND HAS NOTIFIED ARCHITECT IN WRITING OF ANY DISCREPANCIES WITH THE ARCHITECTS PRODUCT AS PREPARED BY THE ARCHITECTS AND CLIENT HAS SIGNED THIS SET.
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.

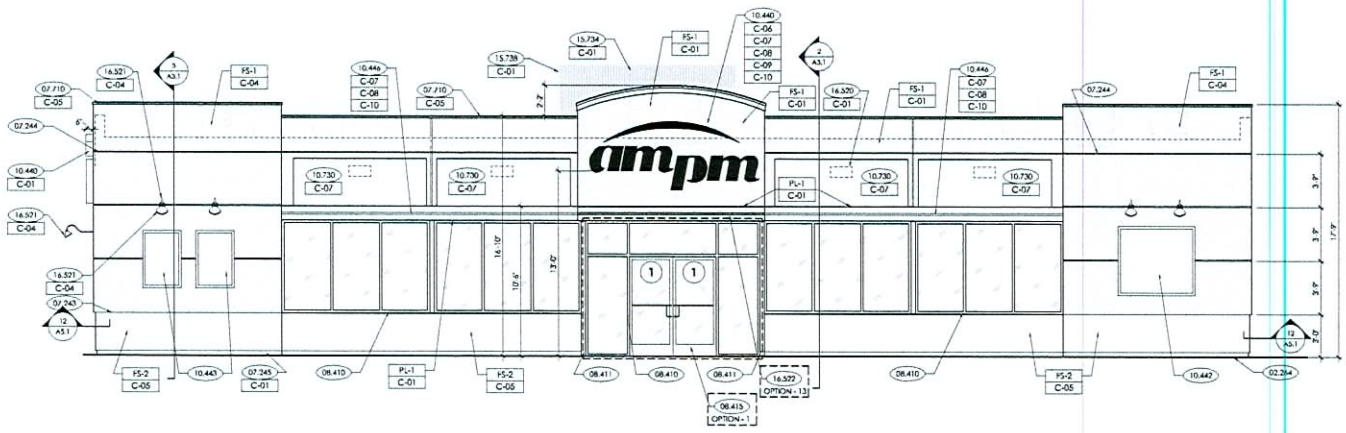
LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

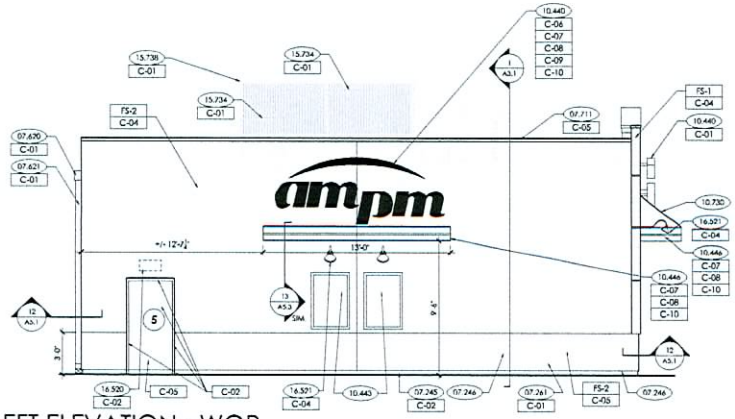
PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

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"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

SUZANA RUTAR Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-8198
Fax (702) 361-2882
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. THESE DRAWINGS ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DESIGN OR THE ATTACHED DRAWINGS OR THE USE OF THE DESIGN, ARTISTIC IDEAS OR CONCEPTS DESCRIBED IN THIS DOCUMENT IN ANY FORM OR MEDIUM WHATSOEVER OR IN PART BY ANY PERSON WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SUBJECTION OF FILE OR RUTAR ARCHITECT AS THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR ARCHITECT LTD.
COPYRIGHT 2009
SUZANA RUTAR ARCHITECT LTD.
A PROFESSIONAL CORPORATION

FRONT & LEFT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

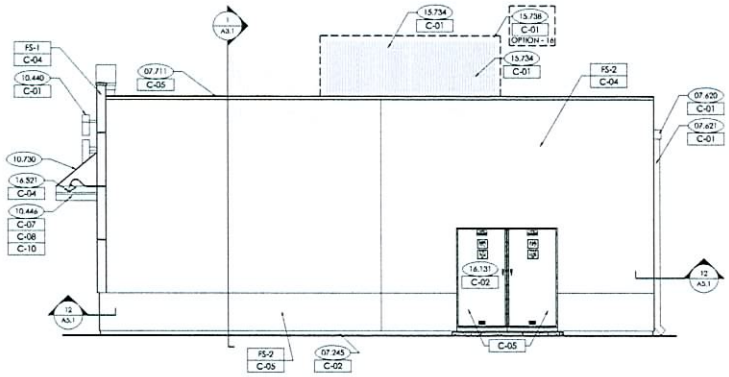
PROJECT NO.: 2903-ARC_ENT
DATE: 7.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO.	DATE	DESCRIPTION

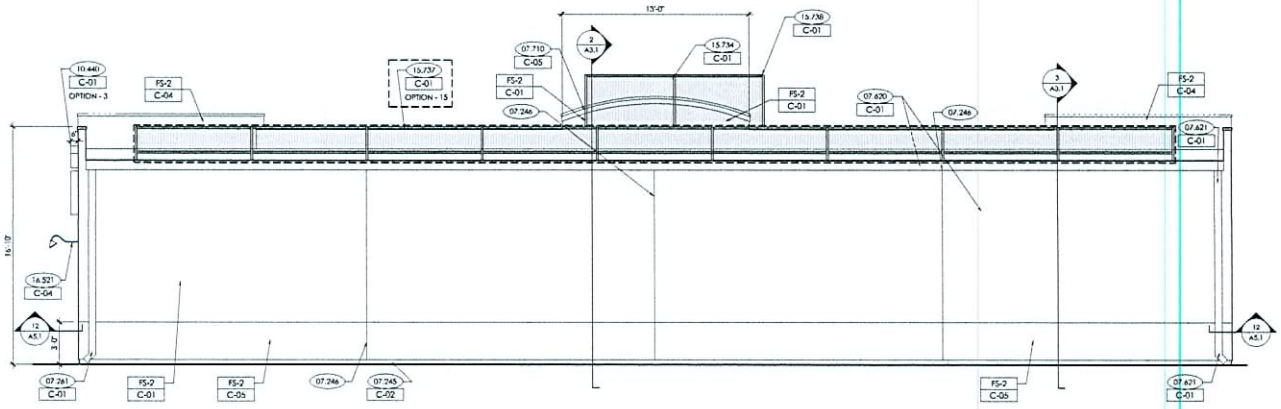
DRAWING NO.: A2.1
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
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:

02.764 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 #A0063 "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

SUZANA RUTAR Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-8178
Fax (702) 361-2882
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL LIMITS AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT'S OFFICE PRIOR TO COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE SCALED.
ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS OR THE USE OF THE DESIGN APPEARING HEREIN, OR CONCEPTS DISCLOSED IN THIS DOCUMENT IN ANY FORM OR MEDIUM, IN WHOLE OR IN PART BY ANY PERSON WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SUZANA RUTAR ARCHITECT LTD. THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR ARCHITECT LTD.
©COPYRIGHT 2009
SUZANA RUTAR ARCHITECT, LTD.
A PROFESSIONAL CORPORATION

PROJECT NAME: REAR & RIGHT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

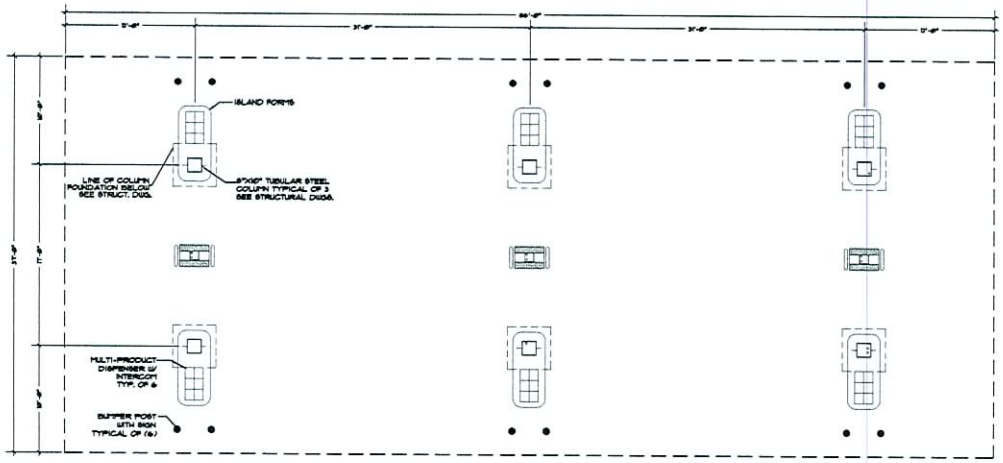
PROJECT NO.	DATE
2905-ARC_ENT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

NO.	DATE	DESCRIPTION

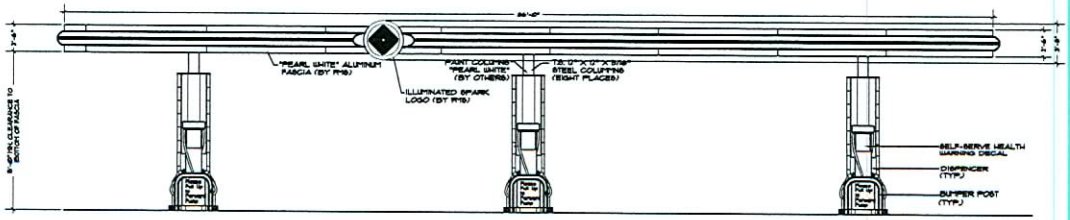
DRAWING NO.: A2.2
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

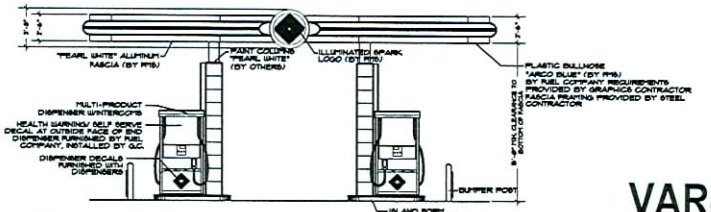
RECEIVED
MAR 31 2009



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"

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

SUZANA RUTAR Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2582

PRELIMINARY
NOT FOR CONSTRUCTION

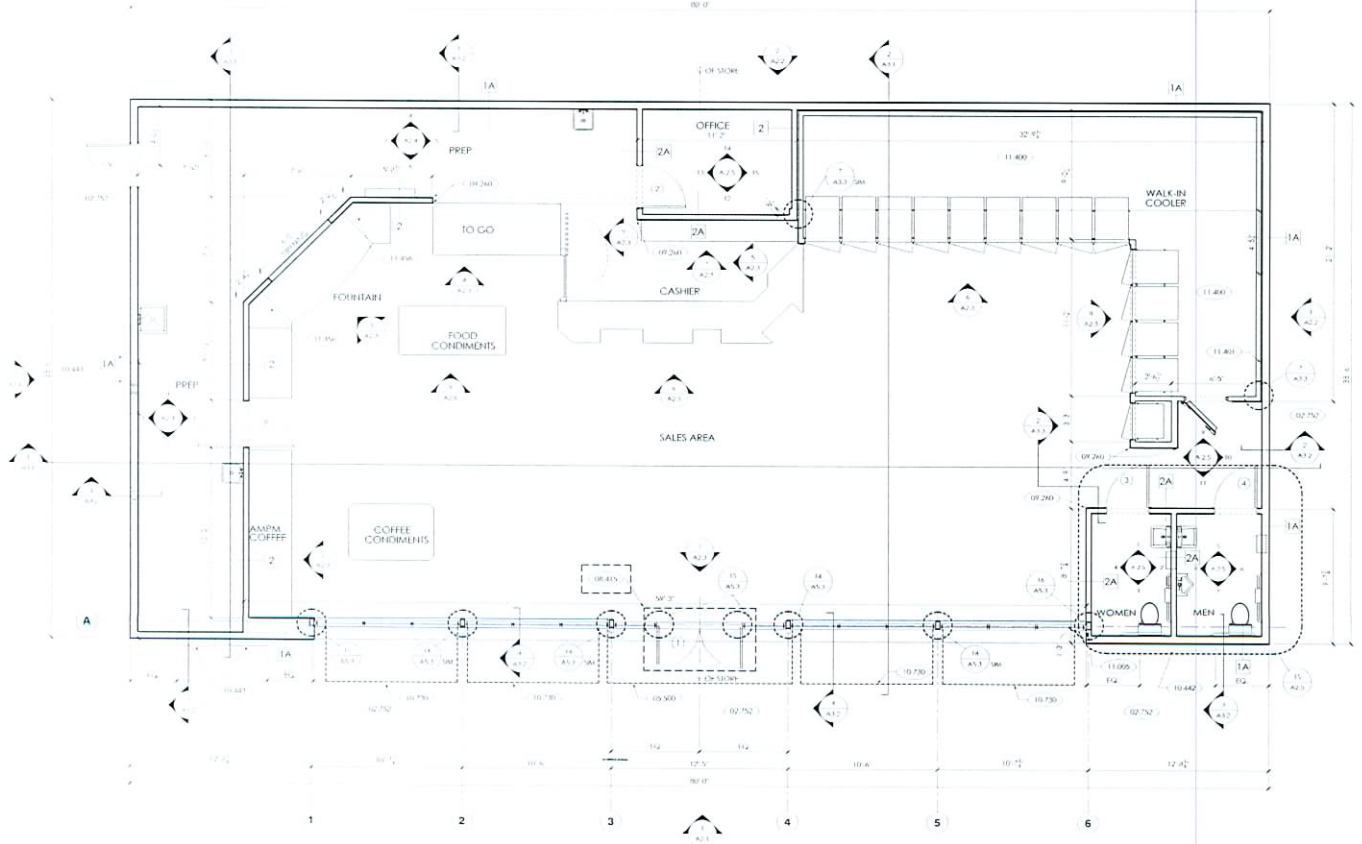
THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT'S OFFICE PRIOR TO COMMENCEMENT OF WORK. THESE DRAWINGS ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS, OR THE USE OF THE DESIGN APPROACH, IDEAS OR CONCEPTS DESCRIBED IN THIS DOCUMENT IN PART OR IN WHOLE, WITHOUT THE EXPRESS WRITTEN CONSENT OF SUZANA RUTAR ARCHITECT LTD. IS STRICTLY PROHIBITED EXCEPT BY SUZANA RUTAR ARCHITECT LTD. AS THAT ARCHITECT OF RECORD FOR THIS PROJECT AND WITH THE SPECIFIC WRITTEN PERMISSION OF SUZANA RUTAR ARCHITECT LTD.
©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT LTD.
A PROFESSIONAL CORPORATION
EACH CONTRACTOR OR SUBCONTRACTOR ON THE PROJECT IS TO REVIEW ALL DRAWINGS AND SPECIFICATIONS AS THEY RELATE TO THE WORK TO BE PERFORMED BY THAT CONTRACTOR OR SUBCONTRACTOR AND SHALL REPORT ANY ERRORS, INCONSISTENCIES OR OMISSIONS HE MAY DISCOVER TO THE ARCHITECT BEFORE COMMENCING WORK. SUBMISSION OF CONTRACTOR'S OR SUBCONTRACTOR'S PRICE OR COMMENCEMENT OF WORK BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE DEEMED TO MEAN THAT THE CONTRACTOR OR SUBCONTRACTOR HAS DETERMINED AND CORRELATED ALL RESULTS OF SUCH REVIEWS AND OBSERVATIONS WITH THE CONTRACT DOCUMENTS.

PROJECT NAME: CANOPY FLOOR PLAN AND ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NO.	DATE
2905-ARC_ENT	7.27.09
DRAWN BY: KAR	CHECKED BY: KJR

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 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 M 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.
11.496 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

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Horm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-8176
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

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



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

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

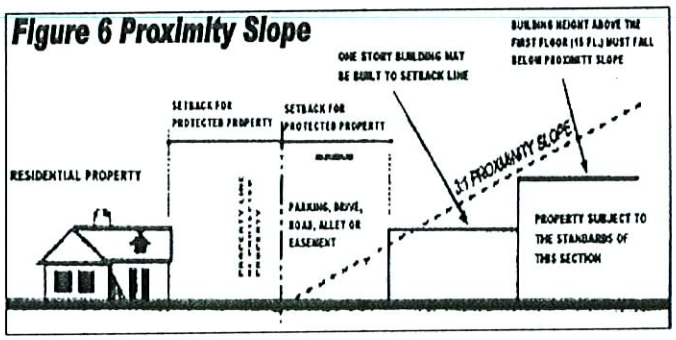
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

RECEIVED
APR 09 2009

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

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

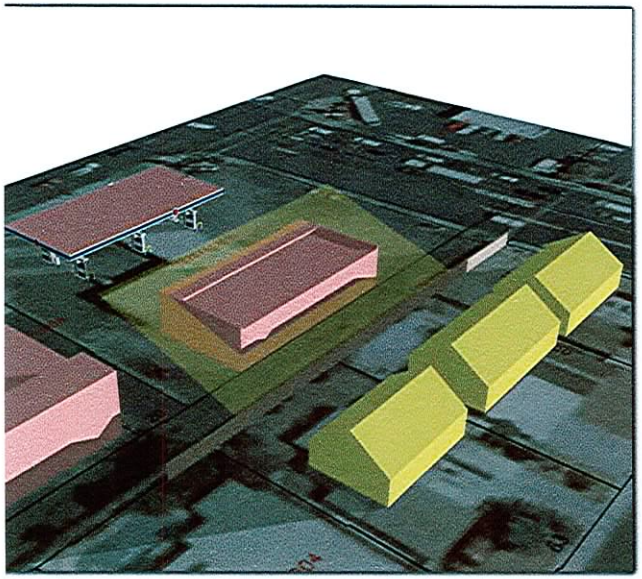
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

RECEIVED
APR 09 2009

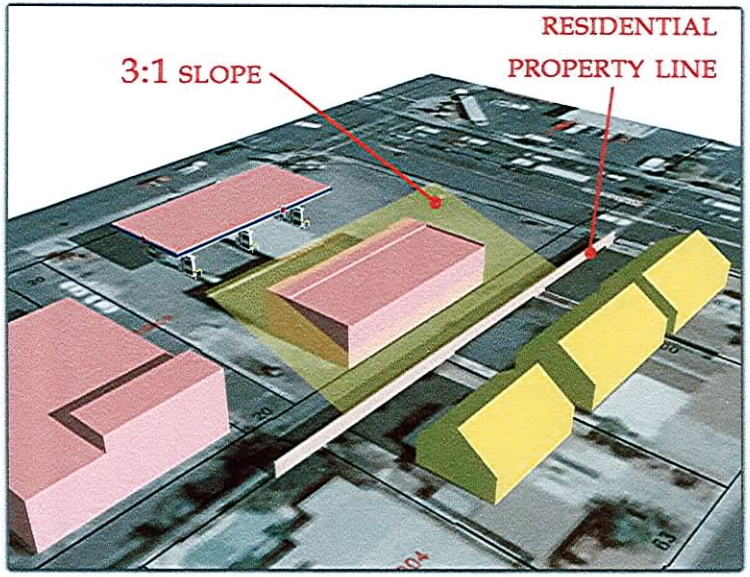
VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

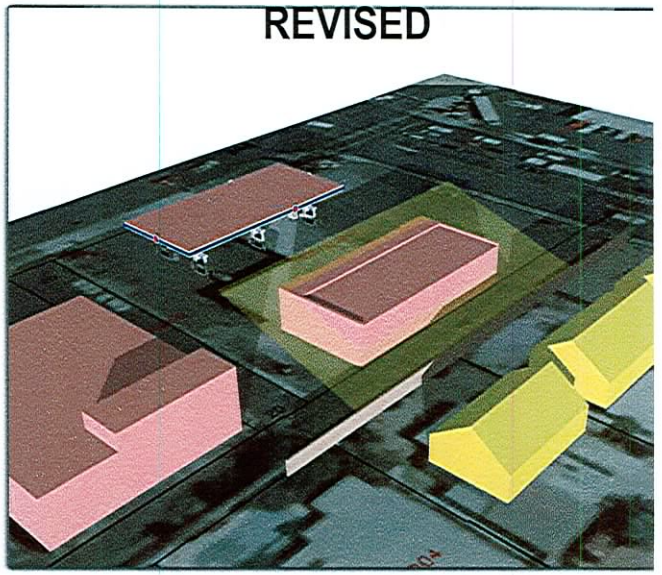
REVISED



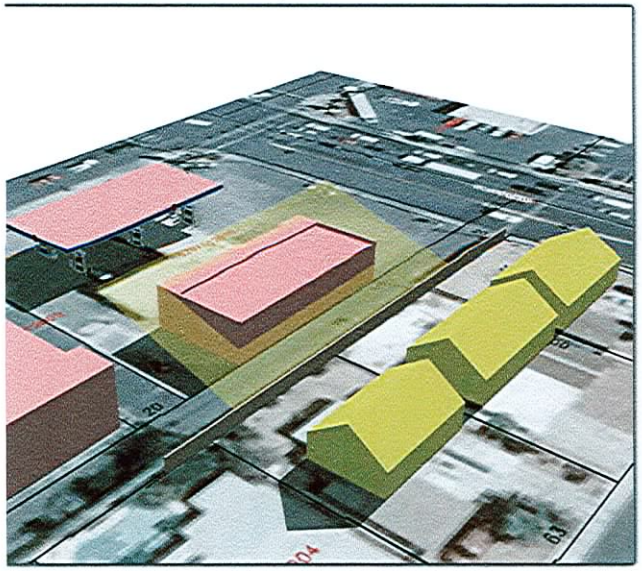
DECEMBER 21, 8:00 AM



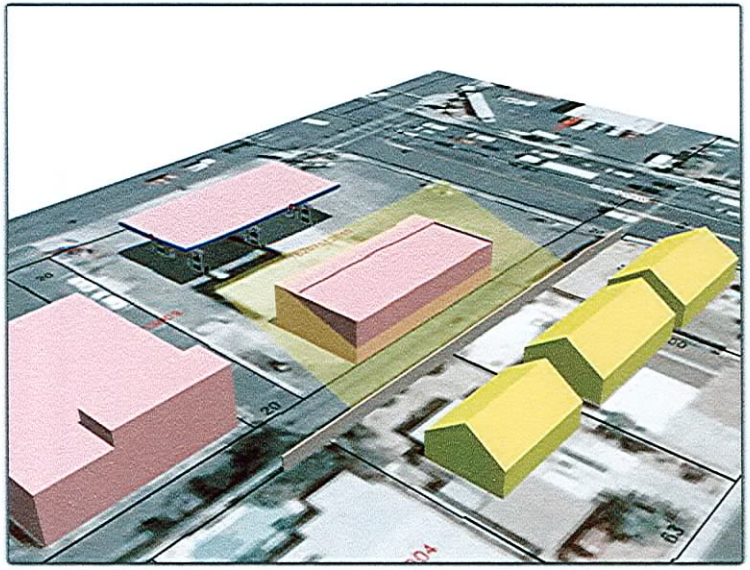
DECEMBER 21, 12:00 PM



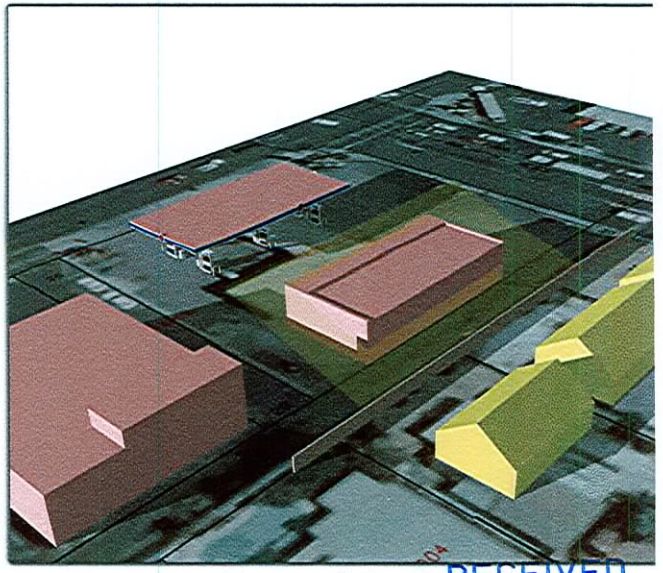
DECEMBER 21, 3:30 PM



JUNE 21, 8:00 AM



JUNE 21, 12:00 PM



JUNE 21, 6:00 PM

RECEIVED
APR 09 2009

RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

RECEIVED
CITY CLERK

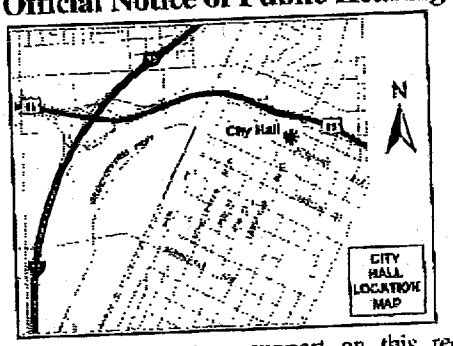
2009 JUL -6 A 8:21

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
0004279218
$ 00.41⁴
JUL 02 200
MAILED FROM ZIPCODE 8910

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.

STEWART SANDRA
3809 FAIRWAY CIR
LAS VEGAS NV 89108-1106

APN#16207516003

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

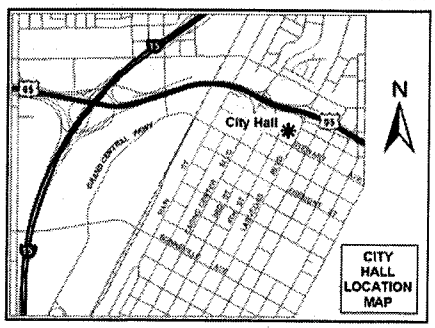
EAUDF11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 10:41
CITY CLERK

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

APN#16206811043

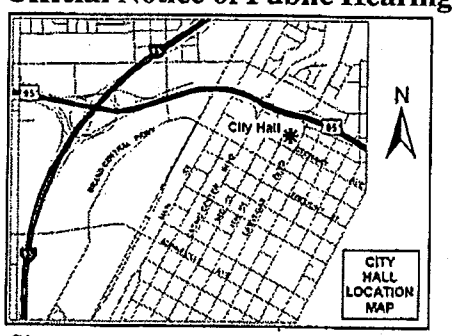
EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 8:11
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

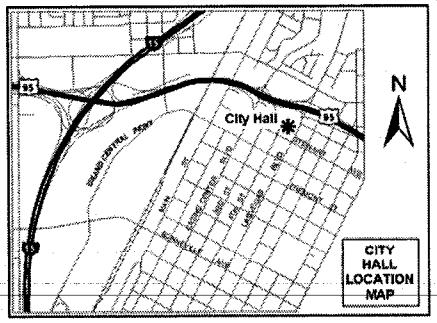
07-07-09:05:30AM:

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
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.

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

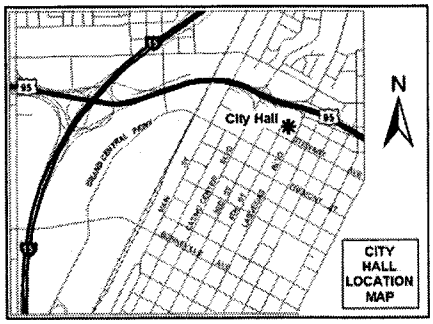
EAVOP11 89102

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL 13 A 11:17

FORNER TSUYUKO
2605 AMARILLO ST
LAS VEGAS NV 89102-0602

APN#16207513042

89102$0602 FP32

Submitted after final agenda

Date 7/13/09 Item 105 & 106
V.1

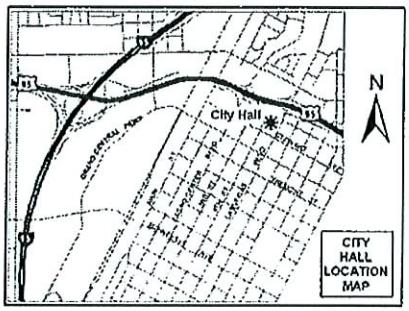
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.394
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
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

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

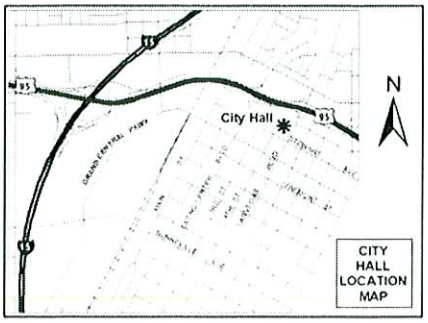
21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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



RECEIVED
MAY 06 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.

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

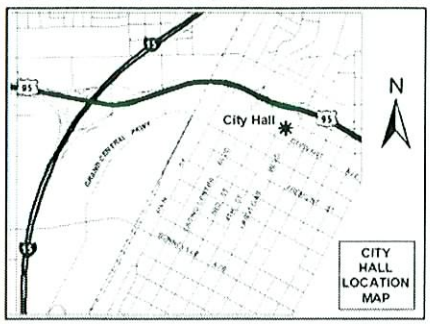
27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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

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-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

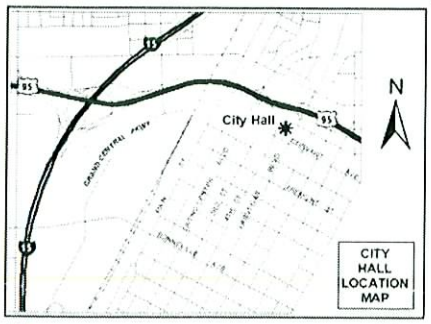
21 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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

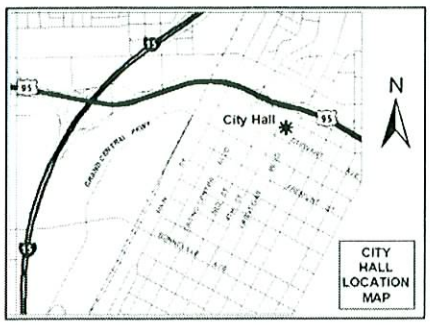
Please use available blank space on card for your comments.

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



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-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

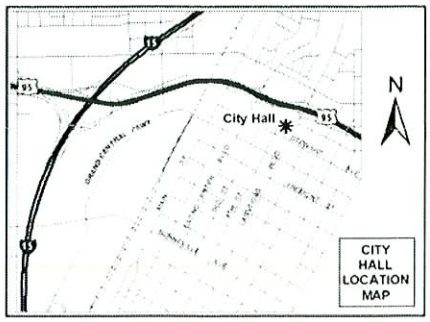
27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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.

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

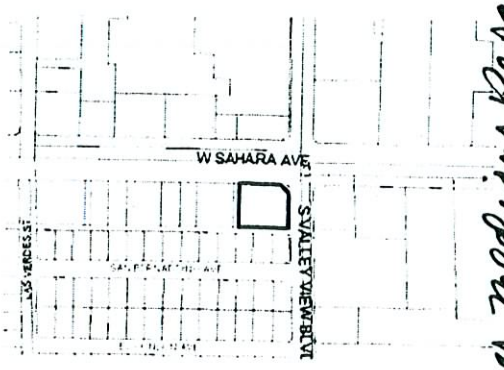
Application Information

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. Strangers

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

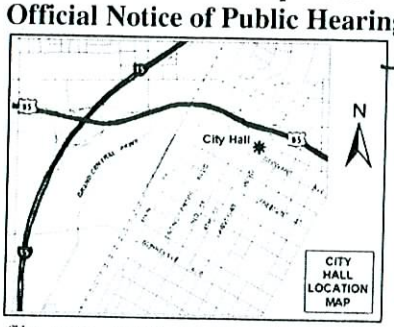
I offer my deep appreciation to Mrs Tarkanian in her very conscientious efforts to put the residents of Ward 1 first. Please give Mrs Tarkanian a chance to respond!

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

PRESORT FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAY 01 2009
MAILED FROM ZIPCODE 89101



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

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: 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

So-o

There houses on San Bernadino 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

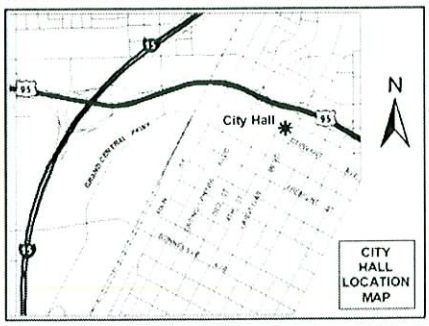
27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
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.

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

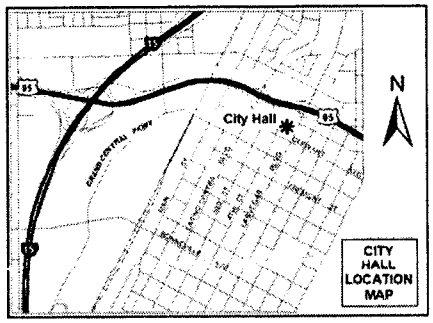
21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.394
MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-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

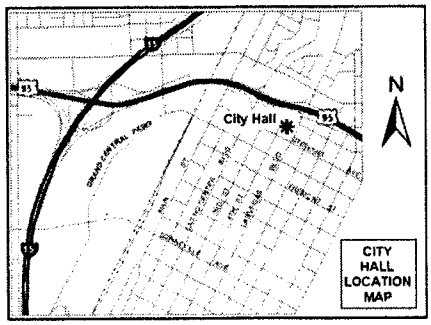
Date 5/12/09 **Item** 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



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-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.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

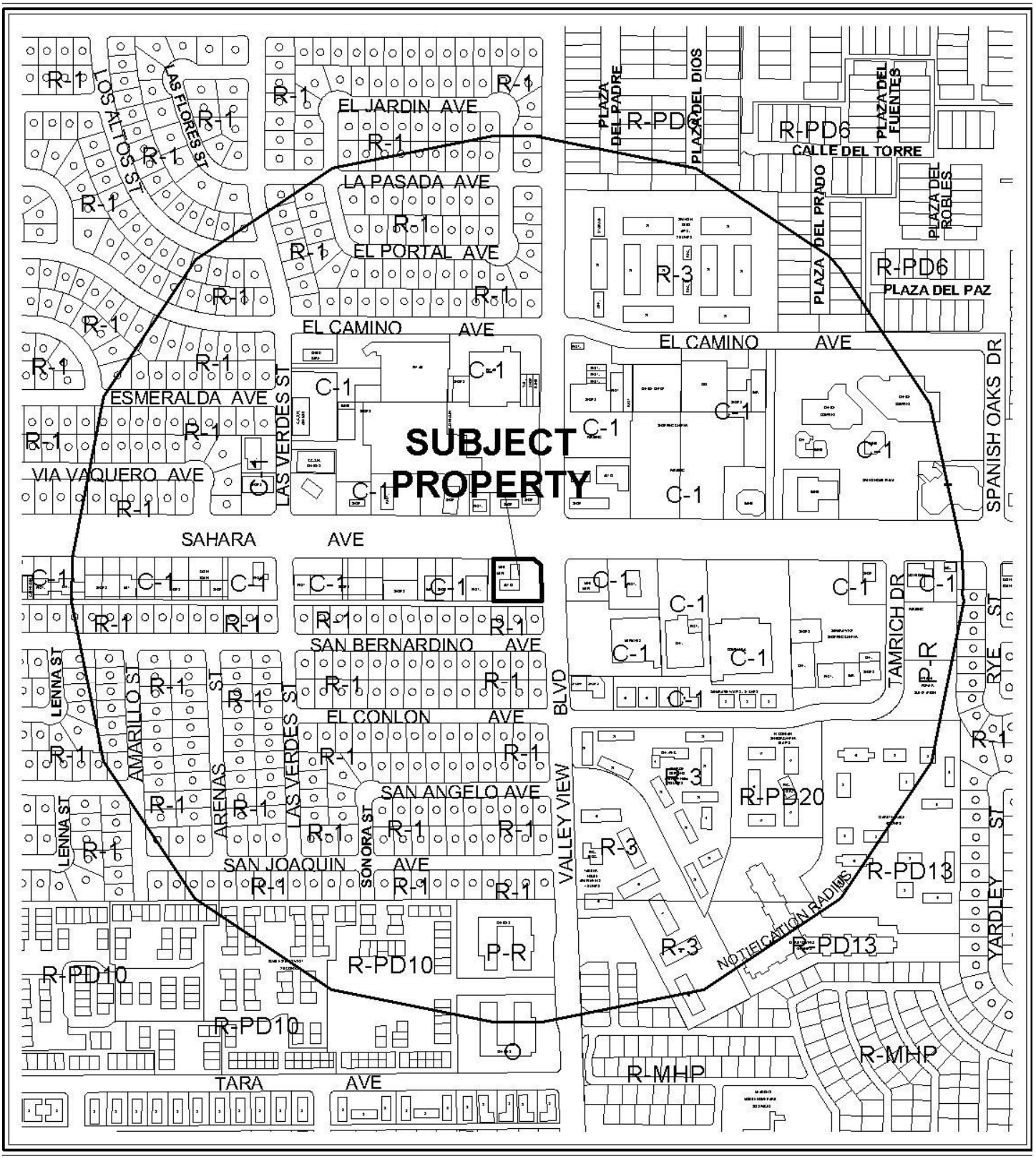
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34006 – ABEYANCE ITEM - 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)

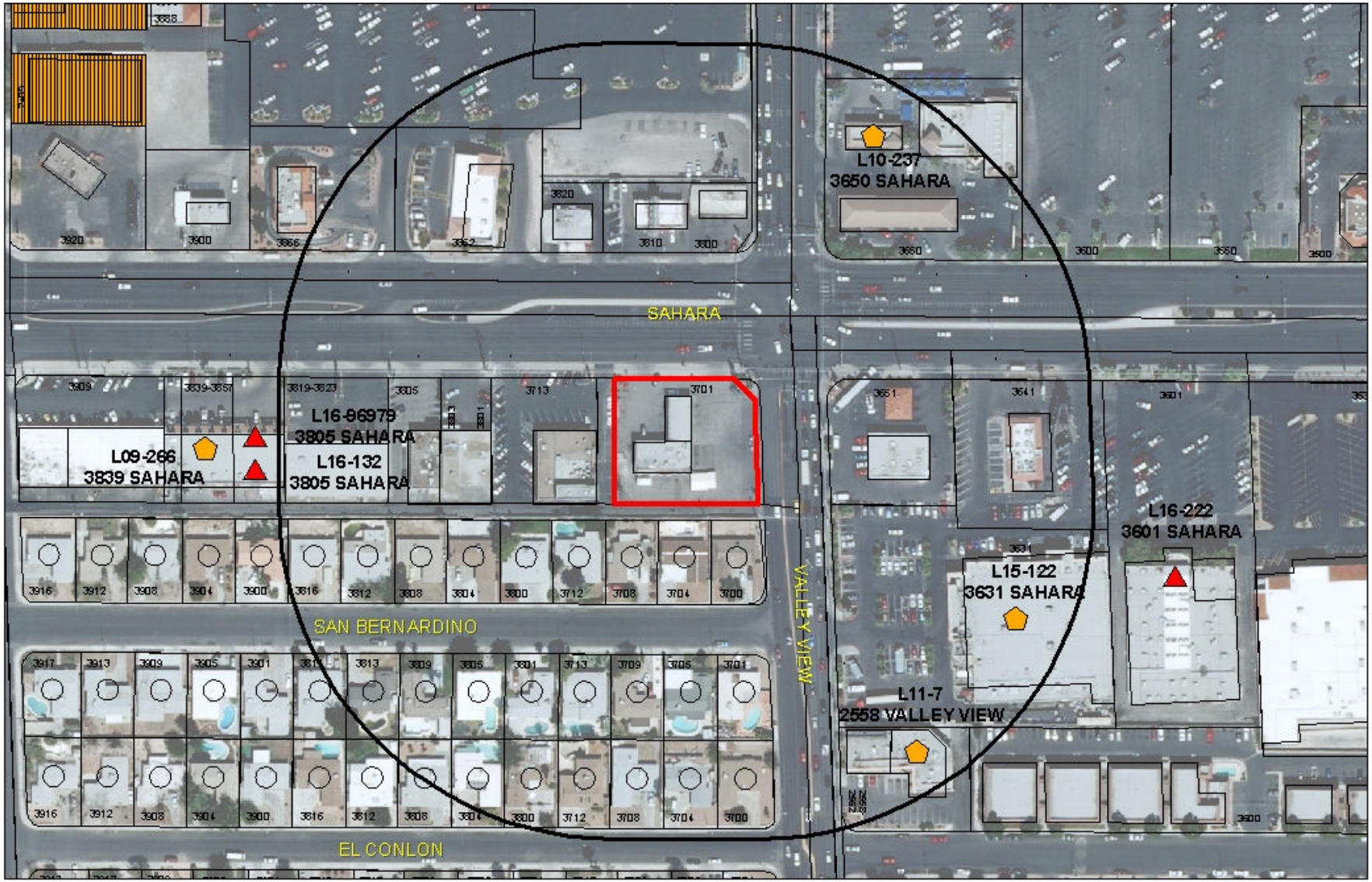
N



CASE: **SUP-34006**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



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: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - SUP-34006 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** 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 871 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

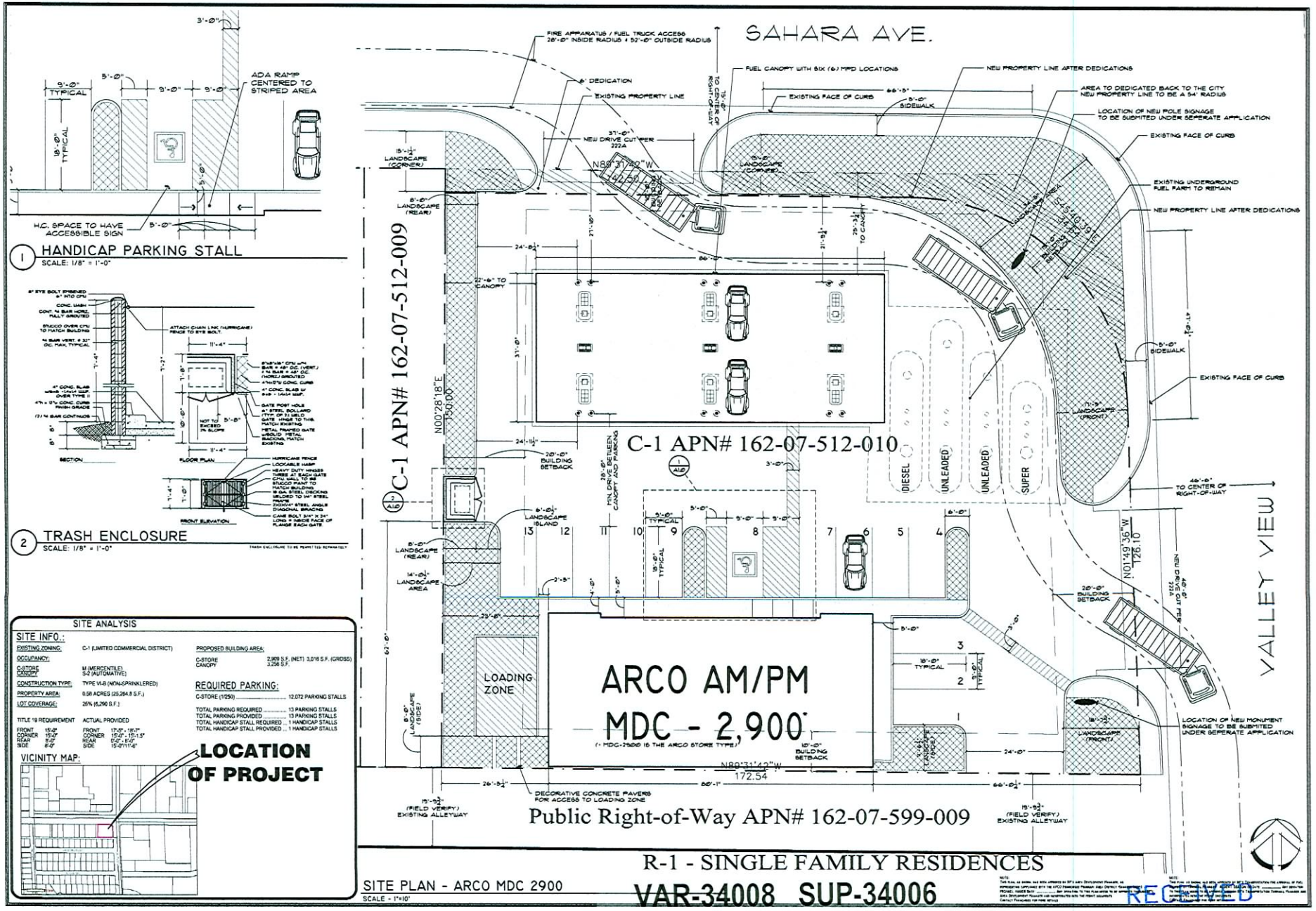
Subscribed and sworn before me

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



SITE ANALYSIS

SITE INFO.:

EXISTING ZONING:	C-1 (LIMITED COMMERCIAL DISTRICT)
OCCUPANCY:	
C-STORE CANOPY	M (MERCENTILE) S-2 (AUTOMATIVE)
CONSTRUCTION TYPE:	TYPE V-B (NON-SPRINKLERED)
PROPERTY AREA:	0.58 ACRES (25,264.8 S.F.)
LOT COVERAGE:	25% (6,290 S.F.)

TITLE 19 REQUIREMENT		ACTUAL PROVIDED	
FRONT	15'-0"	FRONT	17'-0" - 18'-7"
CORNER	15'-0"	CORNER	15'-0" - 15'-1.5"
REAR	5'-0"	REAR	17'-0" - 8'-0"
SIDE	8'-0"	SIDE	15'-0"/11'-6"

PROPOSED BUILDING AREA:

C-STORE	2,909 S.F. (NET) 3,016 S.F. (GROSS)
CANOPY	3,256 S.F.

REQUIRED PARKING:

C-STORE (1/250) ..... 12.072 PARKING STALLS

TOTAL PARKING REQUIRED ..... 13 PARKING STALLS
TOTAL PARKING PROVIDED ..... 13 PARKING STALLS
TOTAL HANDICAP STALL REQUIRED ... 1 HANDICAP STALLS
TOTAL HANDICAP STALL PROVIDED ... 1 HANDICAP STALLS

VICINITY MAP:

LOCATION OF PROJECT

R-1 - SINGLE FAMILY RESIDENCES

SITE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

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. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE CONCEPTS, DESIGNS IN THIS DOCUMENT, AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SELECTED OF SUZANA RUTAR ARCHITECT LTD. AND ONLY FOR USE WORK FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
©COPYRIGHT 2009
SUZANA RUTAR ARCHITECT LTD.
A PROFESSIONAL CORPORATION

SITE PLAN
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2005-ARC_PMT	7.27.06
DRAWN BY: KAR	CHECKED BY: KAR

NO.	DATE	DESCRIPTION
1	5.7.09	STAFF COMMENTS

Drawing No.:
A1.0
ENTITLEMENT PACKAGE SUBMITTAL

PLANT SCHEDULE

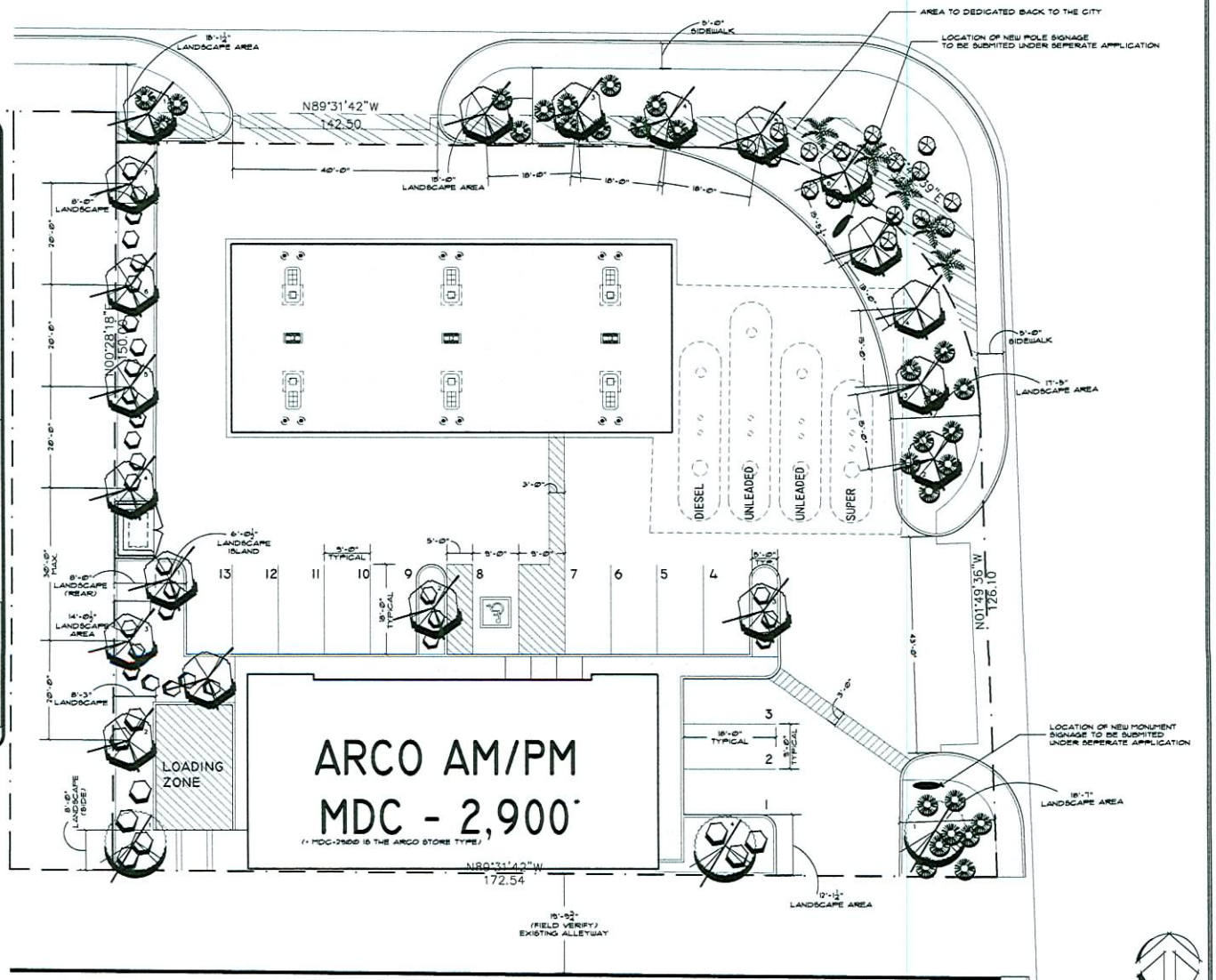
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	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

RECEIVED
APR 09 2009

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2562
A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, NOTES AND DETAILS AND REPORT ANY DISCREPANCIES TO THE OFFICE PRIOR TO CONSTRUCTION. ALL "PLOT DRAWINGS" ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS, OR THE USE OF THE DESIGN APPEARING HEREIN IN CONNECTION WITH ANY WORK OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT, AS THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.

©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT LTD.,
A PROFESSIONAL CORPORATION

ENCROACHMENT IN SUBMITTING A SET FOR A CONSTRUCTION OF 2,500 PERMIT, WHEREVER IT HAS REPRESENTS THAT CLIENT HAS BEEN FURNISHED A COMPLETE SET OF SUCH DRAWINGS AND HAS NOTIFIED ARCHITECT IN WRITING OF ANY DISCREPANCIES WITH THE ARCHITECTS PRODUCT AS PREPARED BY THE ARCHITECTS AND CLIENT HAS SIGNED THIS SET.
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.

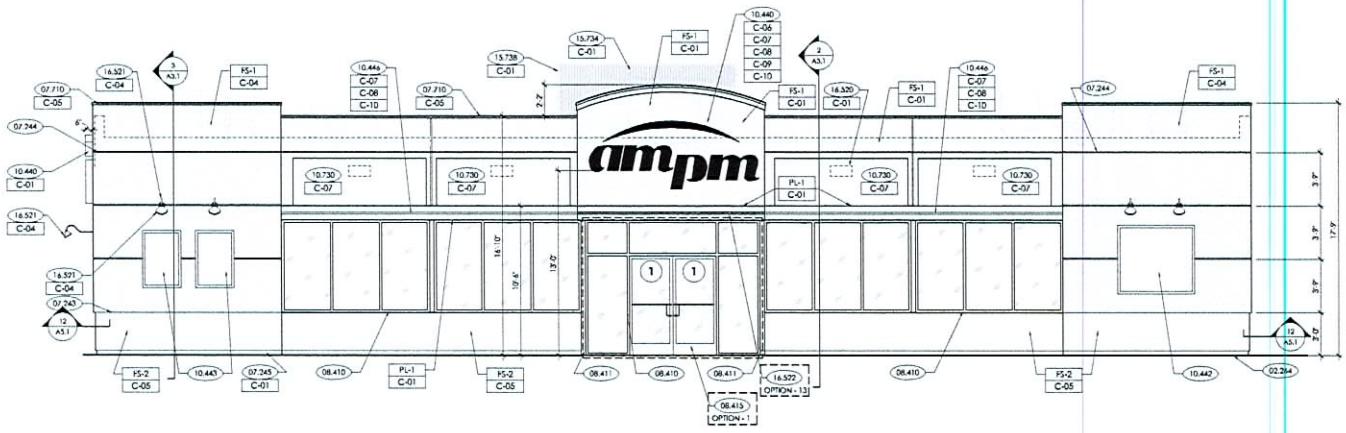
LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

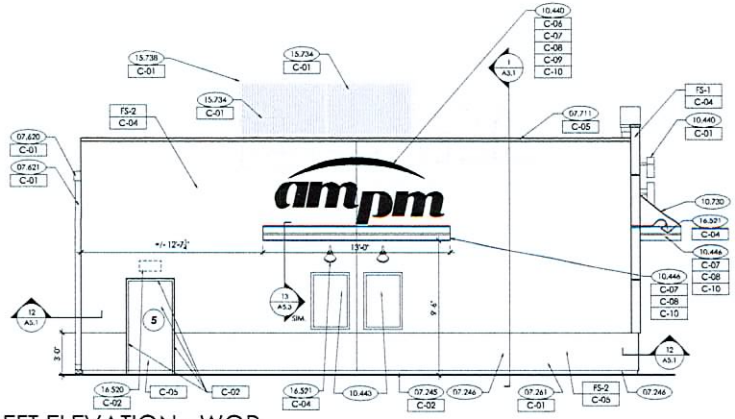
PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

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

RECEIVED
MAR 31 2009

SUZANA RUTAR Architect Ltd.
Architectural Design & Planning
1860 E Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6170
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

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. ANY USE OR REPRODUCTION OF THIS PLAN OR ANY PART OF THE ATTACHED DRAWINGS OR THE USE OF THE IDEAS AND DESIGNS CONTAINED HEREIN, WITHOUT THE WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SELECTED OF SUCH PLANS AND DRAWINGS TO THE OWNER OF RECORD FOR THIS PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT, LTD.
A PROFESSIONAL CORPORATION

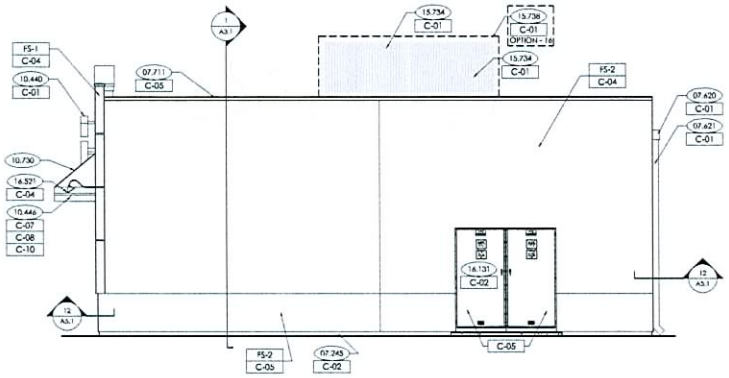
EACH CONTRACTOR INCLUDING EACH SUB-CONTRACTOR, SHALL REVIEW AND BE FULLY FAMILIAR WITH ALL CONDITIONS RELATED TO THE WORK AND THE CONTRACT DOCUMENTS PRIOR TO SUBMITTING BIDS. EACH CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PROPER PLACEMENT AND CONSTRUCTION OF THE WORK IN THE CONTRACT DOCUMENTS. SHOULD A CONFLICT OR DISCREPANCY EXIST OR BE FOUND TO EXIST IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL ASSUME THE HIGHER COST OF THE CONFLICTING ITEMS UNLESS HE SHALL HAVE REQUESTED AND RECEIVED A WRITTEN INTERPRETATION FROM THE ARCHITECT PRIOR TO THE SUBMISSION OF HIS BID. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF COMPLETE BUILDING SYSTEMS AS INDICATED BY THE CONTRACT DOCUMENTS AND/OR SPECIFICATIONS AS IMPLIED BY THE ARCHITECT'S USE OF THE PROJECT.

PROJECT TITLE:
FRONT & LEFT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
CLIENT
OWNER'S NAME
CITY OF LAS VEGAS

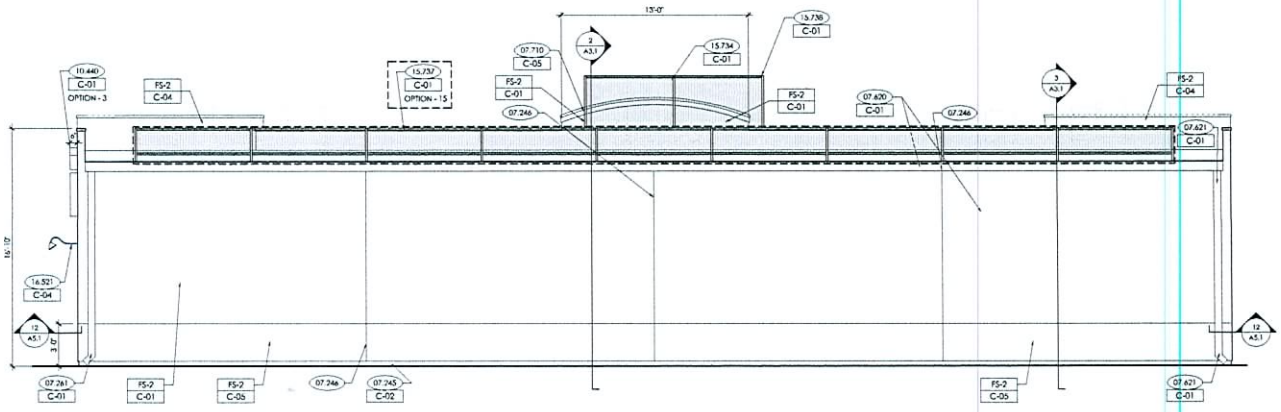
PROJECT NO.: 2905-ARC_PAT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

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"
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

SUZANA RUTAR Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6178
Fax (702) 361-2082
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

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. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS, OR IT OR USE OF THE ARCHITECTURAL WORKS OR THE CONCEPTS DESCRIBED IN THIS DOCUMENT & OR THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY A OF MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SELECTED OF SUZANA RUTAR, ARCHITECT & THE RECEIPT OF RELEASE FOR THE PURPOSE OF AND WITH THE SPECIFIC WRITTEN AUTHORITY OF SUZANA RUTAR, ARCHITECT.
©COPYRIGHT 2009
SUZANA RUTAR, Architect, Ltd.
A Professional Corporation

REAR & RIGHT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

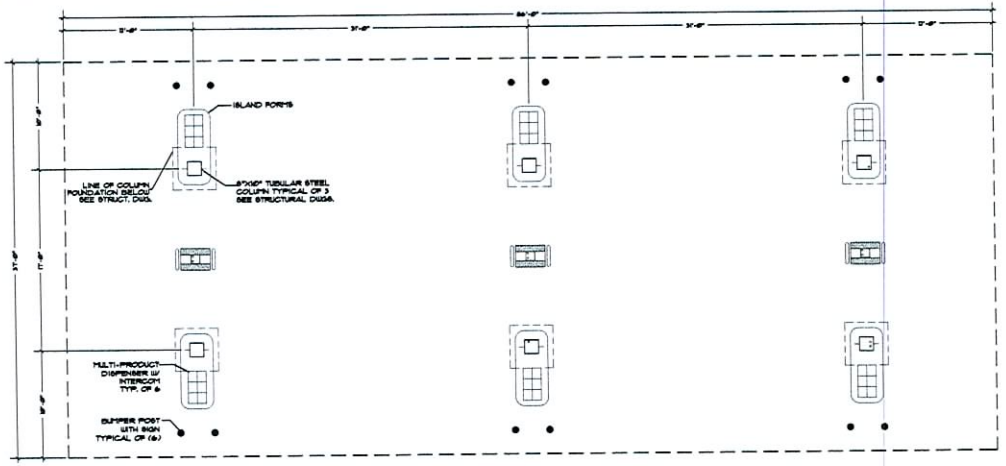
PROJECT NO.: PMS-ARC_PNT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO	DATE	DESCRIPTION

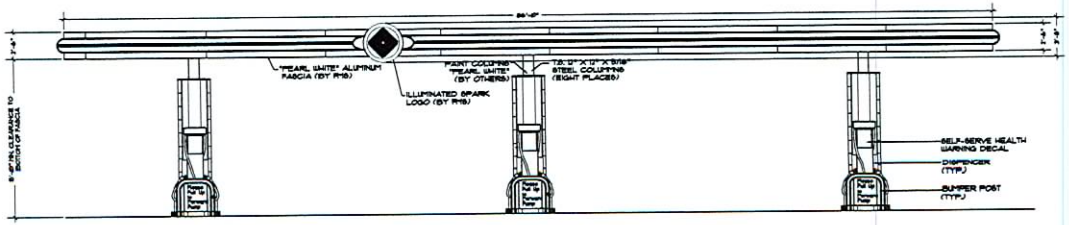
DRAWING NO.: A2.2
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

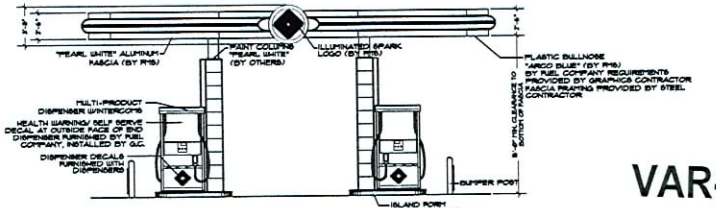
RECEIVED
MAR 31 2009



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"

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

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

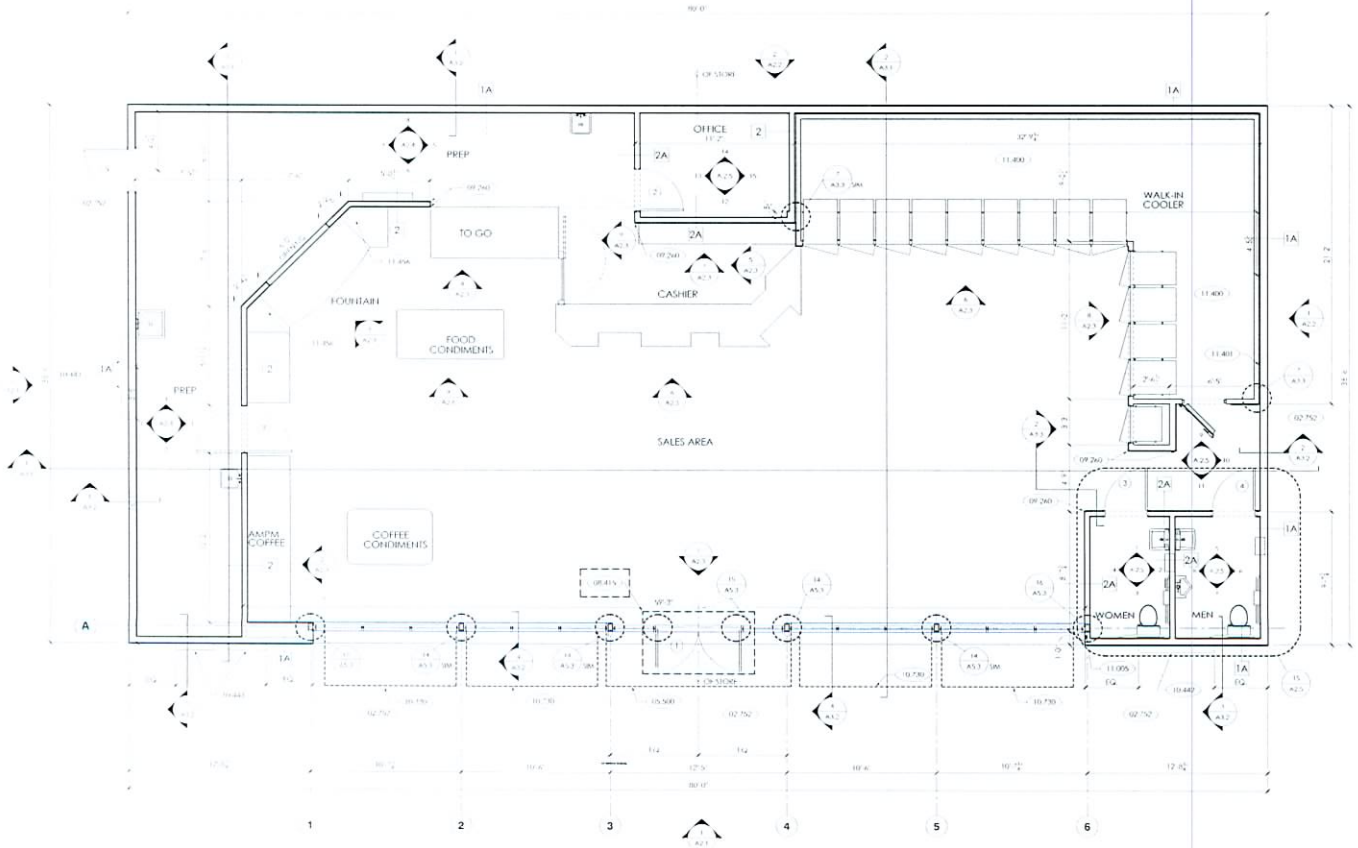
THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT BEFORE COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS OR THE USE OF THE DESIGN APPEARING HEREIN OR CONCEPTS DISCLOSED IN THIS DOCUMENT AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT AS EXPRESSLY PERMITTED BY SUZANA RUTAR, ARCHITECT LTD. OR SUZANA RUTAR, ARCHITECT LTD. AND ITS CONSULTANTS RETAIN ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS IN THESE PLANS, SPECIFICATIONS AND DRAWINGS. ©COPYRIGHT 2009 SUZANA RUTAR, ARCHITECT LTD., A PROFESSIONAL CORPORATION.

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 7.27.06
DRAWN BY KJS
CHECKED BY KJS

NO.	DATE	DESCRIPTION

DRAWING NO.: CA1.0



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 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 OPTION 1 - AUTOMATIC REPAIRABLE ENTRANCE DOORS.
09.260 CLEAR PLASTIC CORNER GUARDS.
10.442 A/V WASH 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 - AWP 0000 REFER TO SHEET **4/A3.2**
11.005 RECESSED KNOX BOX. INSTALL PER MANUFACTURERS SPECIFICATIONS.
11.400 FOR COOLER AND FREEZER INFORMATION AND DRAWINGS 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 DELI COUNTER AND MILLWORK. TOP CAP 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
RATED WALL
PREFABRICATED COOLER UNIT

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 361-2576
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

CONSTRUCTION FLOOR PLAN
ARC0 NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

A1.1

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009



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

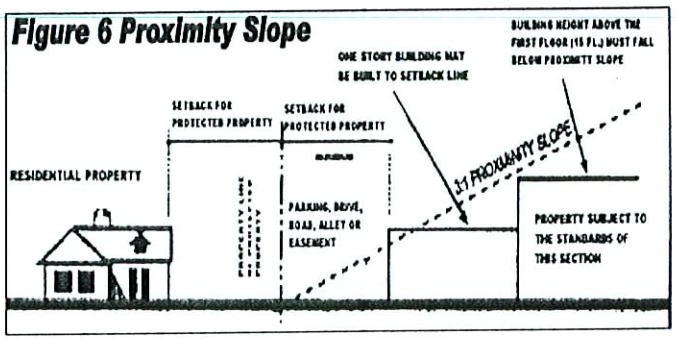
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

RECEIVED
APR 09 2009

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

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

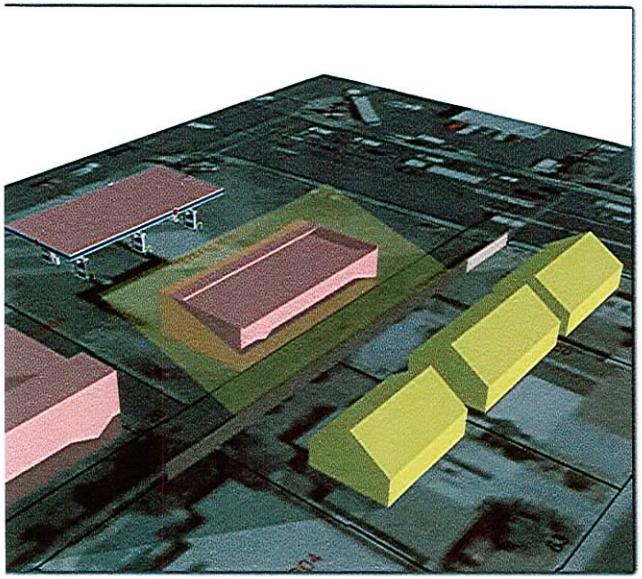
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

RECEIVED
APR 09 2009

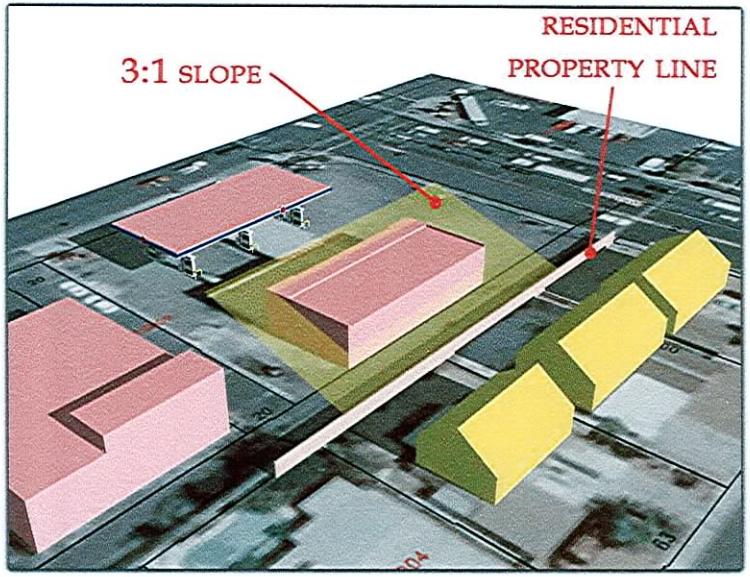
VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

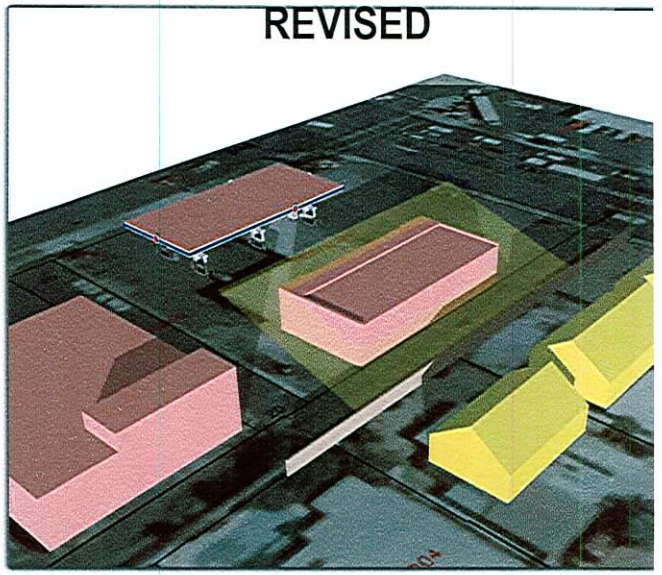
REVISED



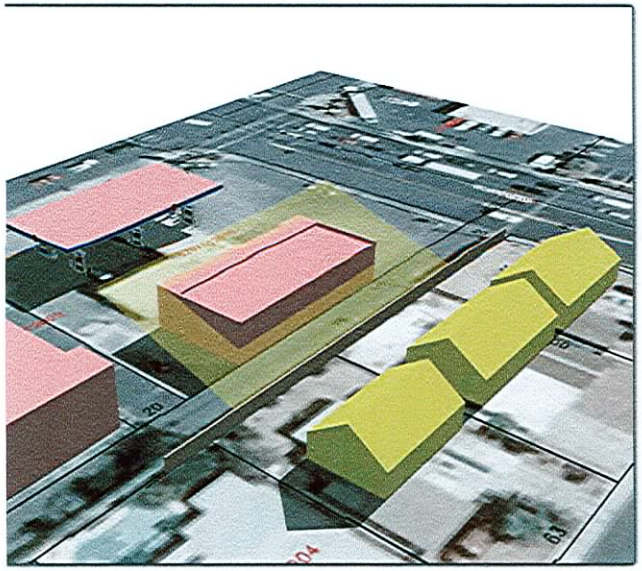
DECEMBER 21, 8:00 AM



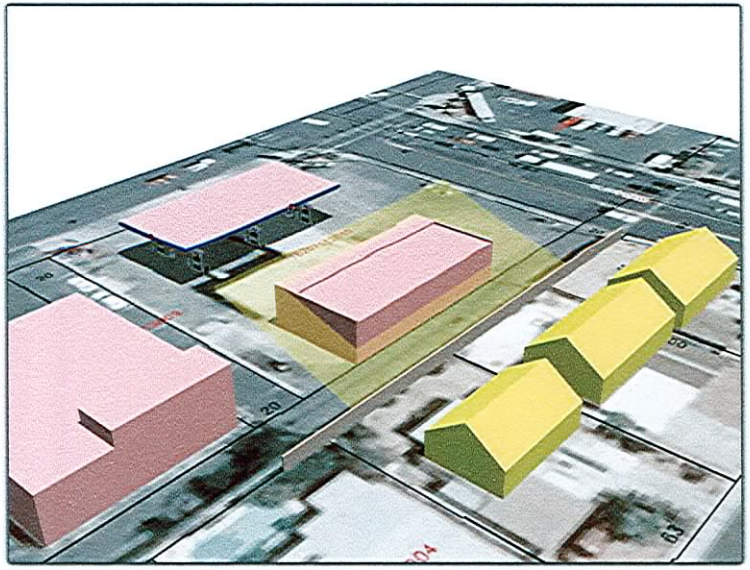
DECEMBER 21, 12:00 PM



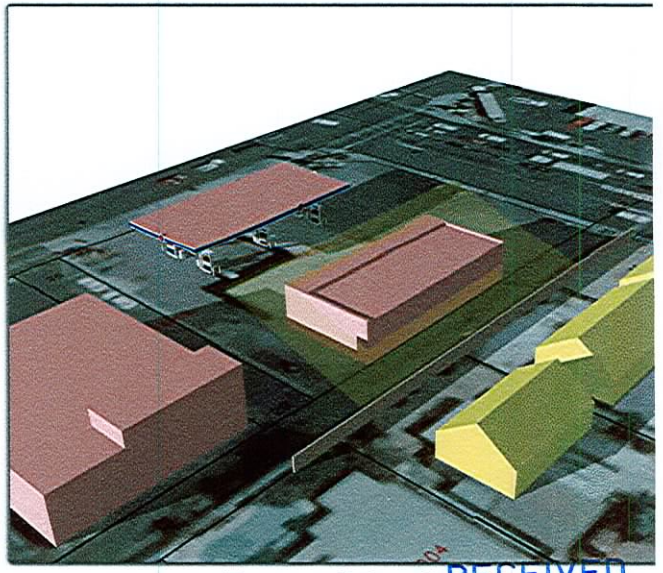
DECEMBER 21, 3:30 PM



JUNE 21, 8:00 AM



JUNE 21, 12:00 PM



JUNE 21, 6:00 PM

RECEIVED
APR 09 2009

RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

RECEIVED
CITY CLERK

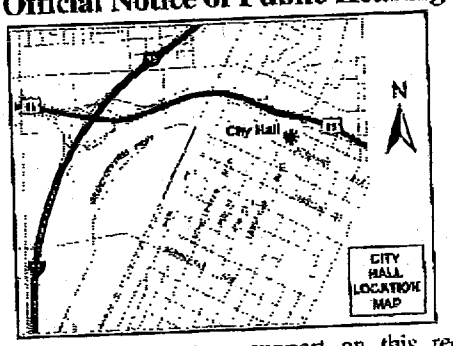
2009 JUL -6 A 8:21

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
0004279218
$ 00.41⁴
JUL 02 200
MAILED FROM ZIPCODE 8910

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.

STEWART SANDRA
3809 FAIRWAY CIR
LAS VEGAS NV 89108-1106

APN#16207516003

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

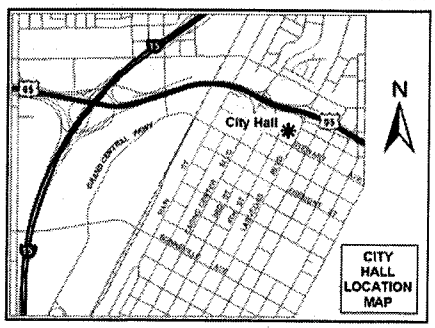
EAUDF11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 10:41
CITY CLERK

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

APN#16206811043

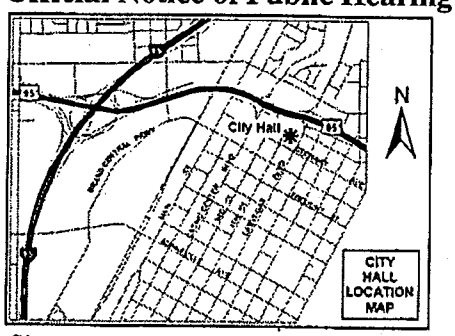
EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
2009 JUL -7 A 8:11
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

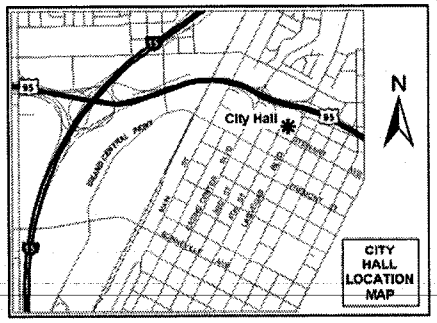
07-07-09:05:30AM:

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
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.

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

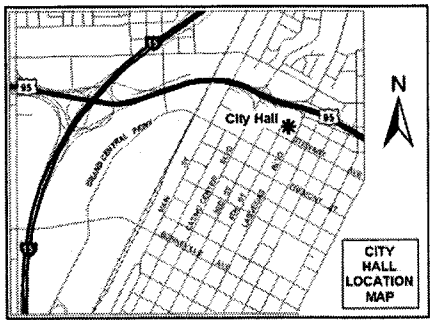
EAVOP11 89102

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.

VAR-34008 & SUP-34006
City Council Meeting of 7/15/2009

RECEIVED
CITY CLERK
2009 JUL 13 A 11:17

FORNER TSUYUKO
2605 AMARILLO ST
LAS VEGAS NV 89102-0602

APN#16207513042

89102$0602 FP32

Submitted after final agenda

Date 7/13/09 Item 105 & 106
V.1

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

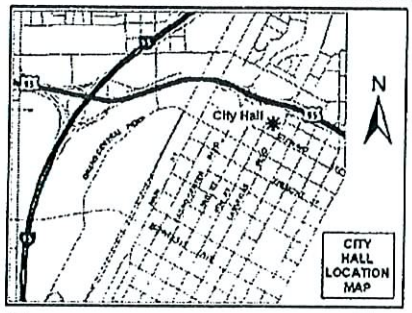
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

RECEIVED
MAY 05 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

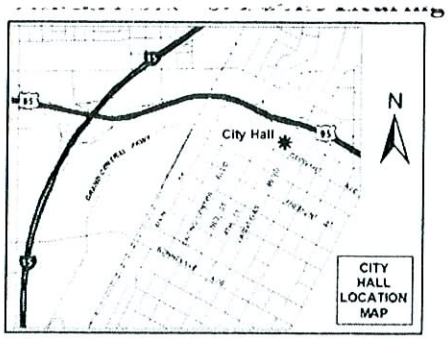
VAR-34008 & SUP-34006
Planning Commission Meeting of 5/14/2009

PAT

VAR-34008, SUP-34006 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevar
Las Vegas, Nevada 89102

8910285991 C017

28 P



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-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

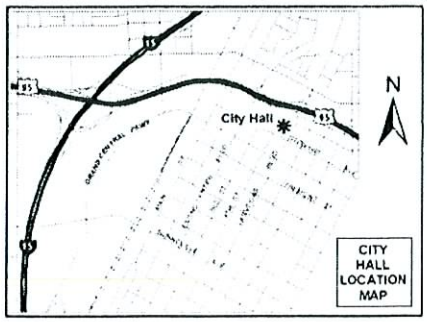
28P

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

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 06 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.

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

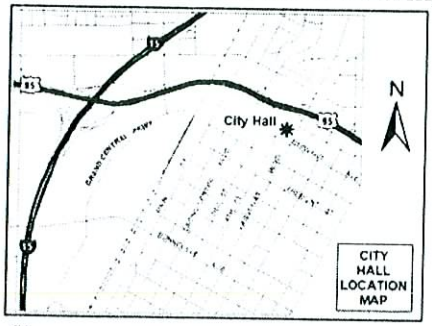
28 P

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

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-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

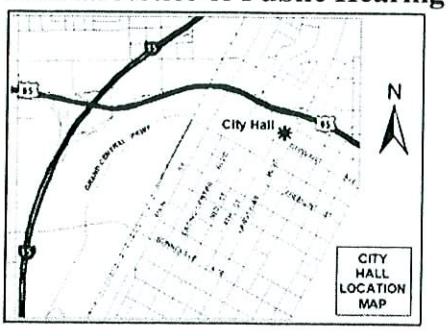
28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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.

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

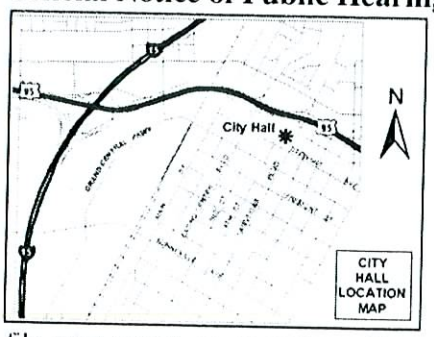
28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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.

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

RECEIVED
MAY 07 2009

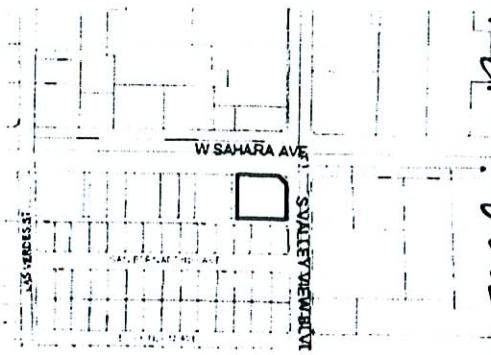
Application Information

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. 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 View Intersection medians & Concrete road dividers need to be re-painted Bright Yellow — You cannot see them at night. The whole city

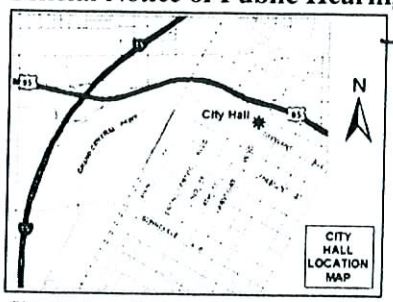
I offer my deep appreciation to Mrs Tarkanian in her very conscientious efforts to put the residents of nature give them a chance to respond!

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101



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

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: 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

These houses on San Geronimo 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

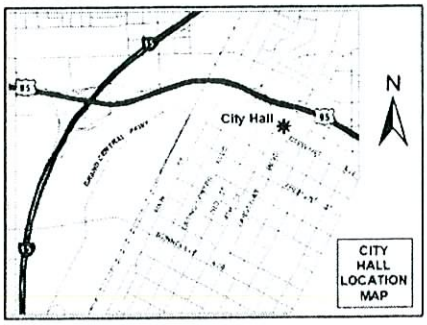
28P

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

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-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

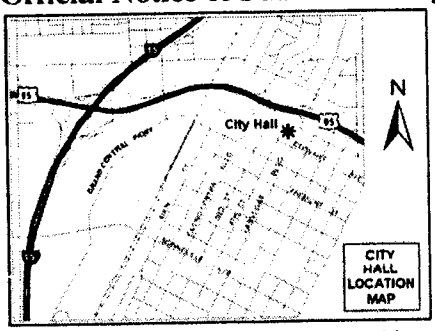
28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



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-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

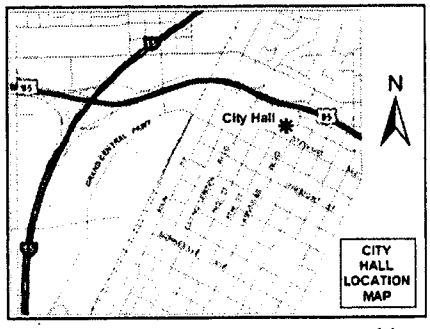
Date 5/12/09 Item 28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



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-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.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

SDR-34010 – ABEYANCE ITEM - 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

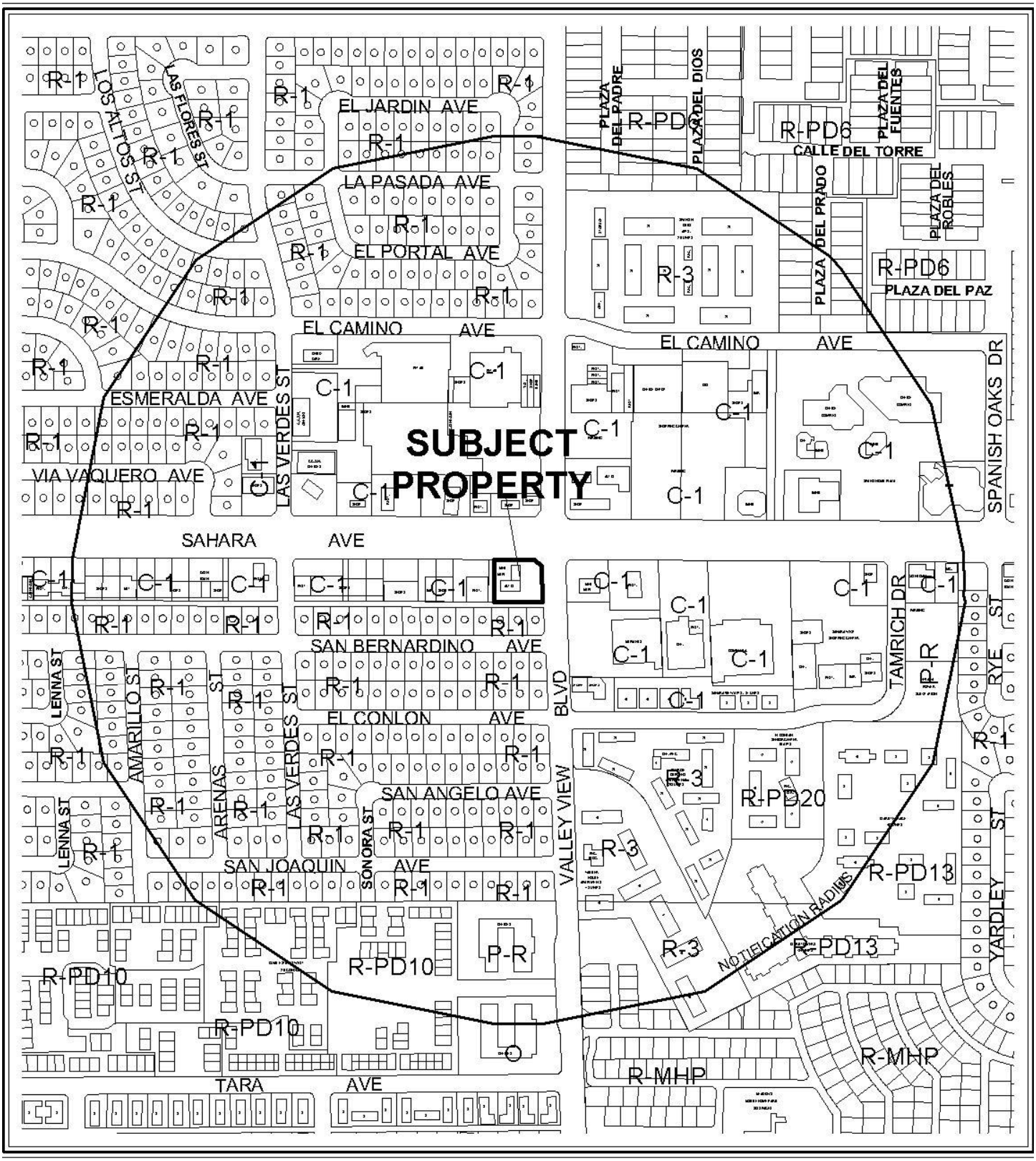
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**3**

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



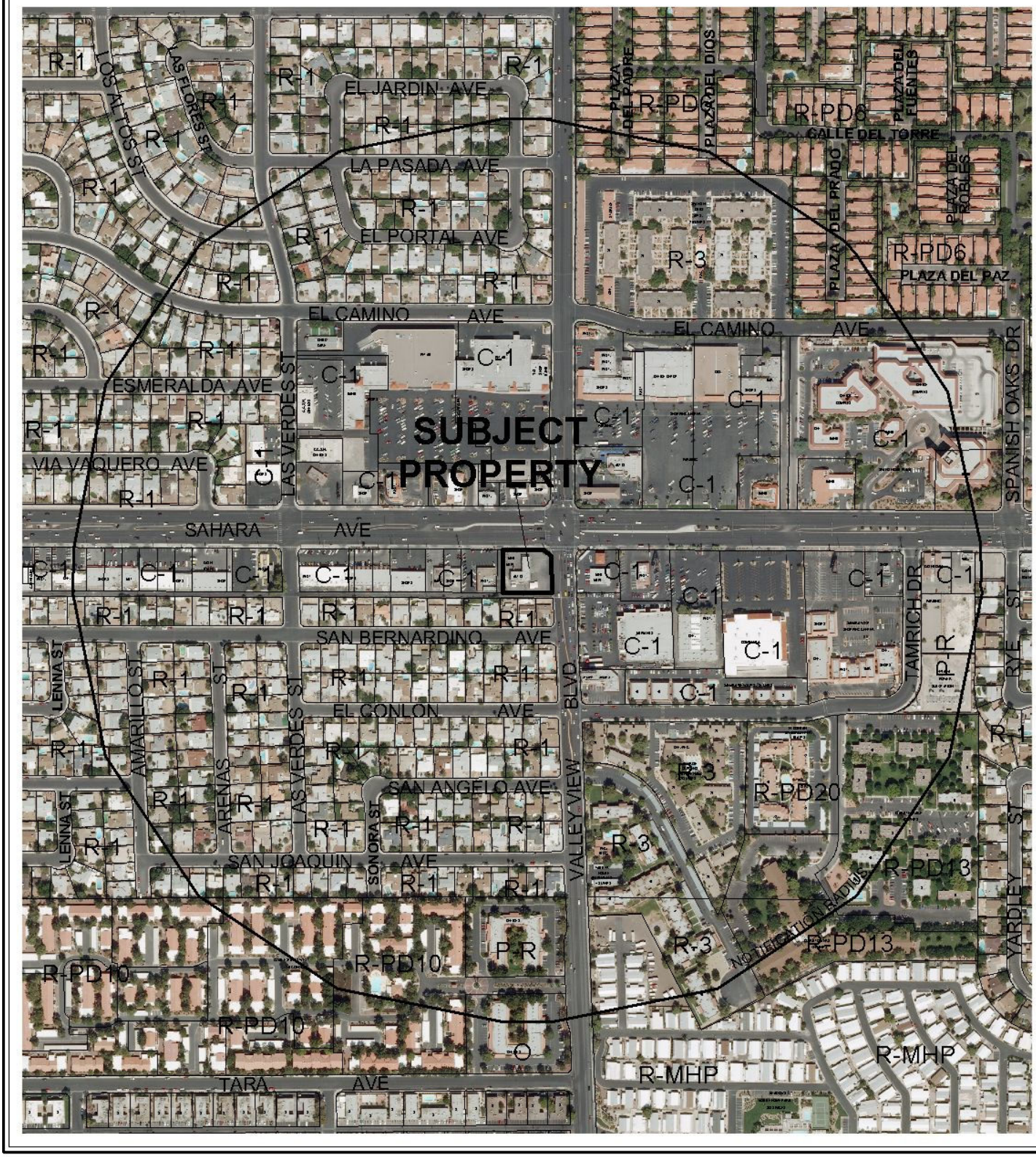
0 400 800 Feet

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: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-34010 - APPLICANT: AMERICAN WEST PETROLEUM - OWNER: PHAM CAPITAL, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** 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 871 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

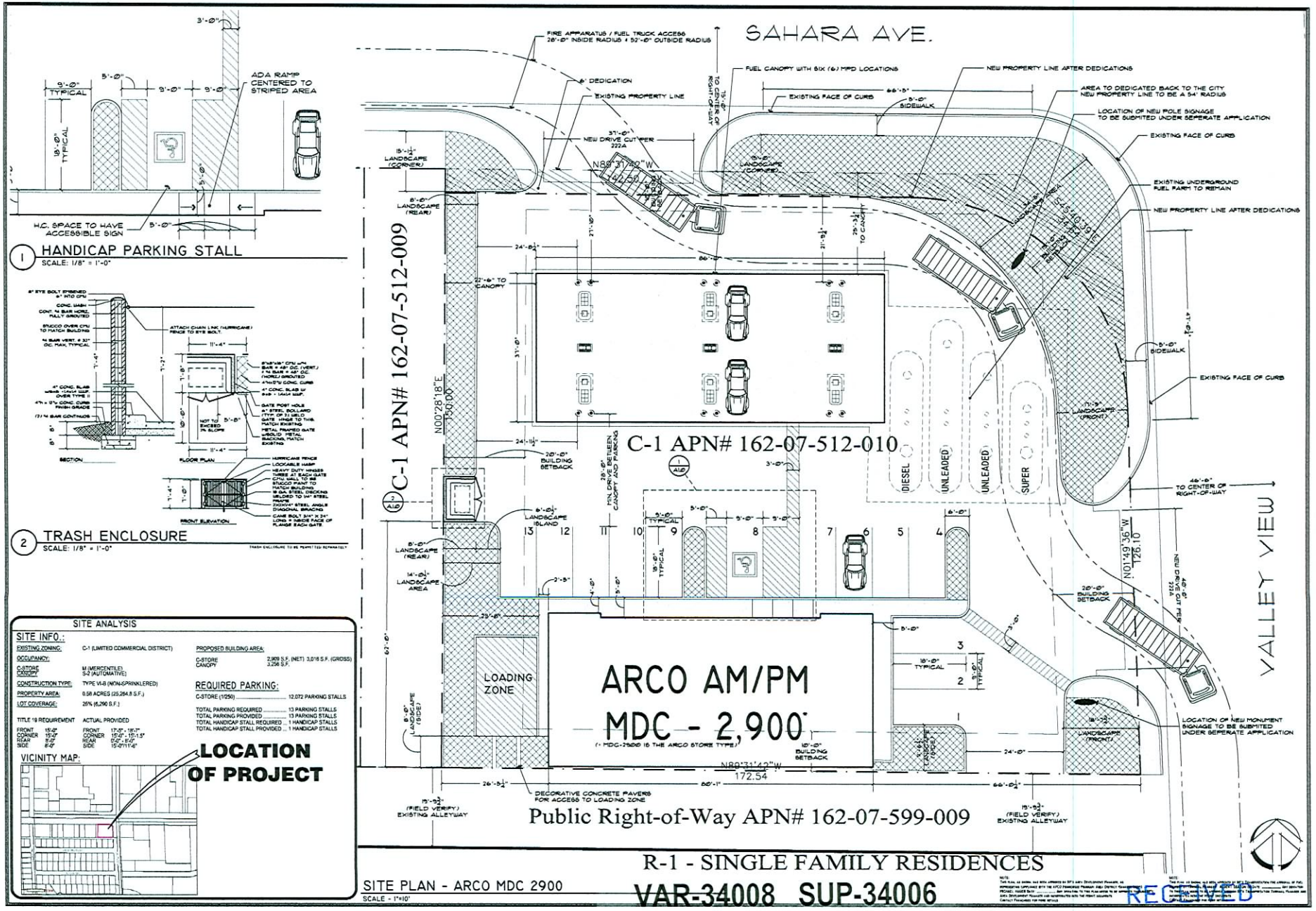
Subscribed and sworn before me

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



SITE ANALYSIS

SITE INFO.:

EXISTING ZONING:	C-1 (LIMITED COMMERCIAL DISTRICT)
OCCUPANCY:	
C-STORE CANOPY	M (MERCENTILE) S-2 (AUTOMATIVE)
CONSTRUCTION TYPE:	TYPE V-B (NON-SPRINKLERED)
PROPERTY AREA:	0.58 ACRES (25,264.8 S.F.)
LOT COVERAGE:	25% (6,290 S.F.)

TITLE 19 REQUIREMENT		ACTUAL PROVIDED	
FRONT	15'-0"	FRONT	17'-0" - 18'-7"
CORNER	15'-0"	CORNER	15'-0" - 15'-1.5"
REAR	5'-0"	REAR	17'-0" - 8'-0"
SIDE	8'-0"	SIDE	15'-0"/11'-6"

PROPOSED BUILDING AREA:

C-STORE	2,909 S.F. (NET) 3,016 S.F. (GROSS)
CANOPY	3,256 S.F.

REQUIRED PARKING:

C-STORE (1/250) ..... 12.072 PARKING STALLS

TOTAL PARKING REQUIRED ..... 13 PARKING STALLS
TOTAL PARKING PROVIDED ..... 13 PARKING STALLS
TOTAL HANDICAP STALL REQUIRED ... 1 HANDICAP STALLS
TOTAL HANDICAP STALL PROVIDED ... 1 HANDICAP STALLS

VICINITY MAP:

LOCATION OF PROJECT

R-1 - SINGLE FAMILY RESIDENCES

SITE PLAN - ARCO MDC 2900
SCALE - 1"=10'

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

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. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE CONCEPTS, DESIGNS IN THIS DOCUMENT, AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SELECTED OF SUZANA RUTAR ARCHITECT LTD. AND ONLY FOR USE WORK FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
©COPYRIGHT 2009
SUZANA RUTAR ARCHITECT LTD.
A PROFESSIONAL CORPORATION

SITE PLAN
ARCO NTI
SAHARA & VALLEY VIEW

OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME:
CLIENT:

PROJECT NO.	DATE
2005-ARC_PMT	7.27.06
DRAWN BY: KAR	CHECKED BY: KAR

NO.	DATE	DESCRIPTION
1	5.7.09	STAFF COMMENTS

Drawing No.:
A1.0
ENTITLEMENT PACKAGE SUBMITTAL

PLANT SCHEDULE

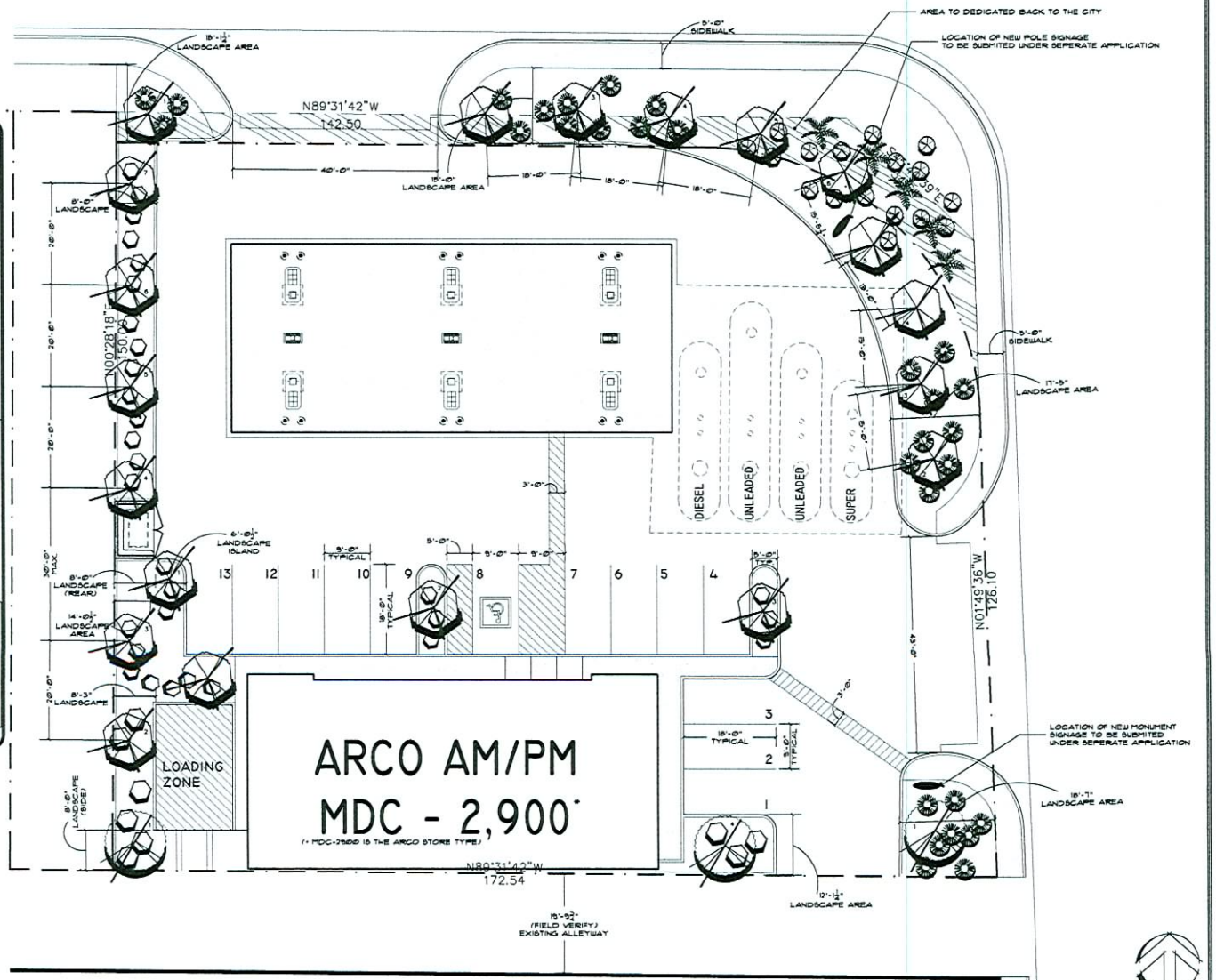
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
TREES				
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"	3
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24"	20
	SABAL PALM	SMART PALM PALMETTO	24"	5
SHRUBS				
	PITTOSPORUM TOBIRA	JAPANESE MOCK ORANGE	5 GAL	30
	CYCAS REVOLUTA	SAGO PALM	5 GAL	40
	SALVIA GREGGII 'CHERRY RED'	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

RECEIVED
APR 09 2009

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2562
A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, NOTES AND DETAILS AND REPORT ANY DISCREPANCIES TO THE OFFICE PRIOR TO CONSTRUCTION. ALL "PLOT DRAWINGS" ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS, OR THE USE OF THE DESIGN APPEARING HEREIN IN CONNECTION WITH ANY WORK OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT, AS THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.

©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT LTD.,
A PROFESSIONAL CORPORATION

ENCROACHMENT IN SUBMITTING A SET FOR A CONSTRUCTION OF 2,500 PERMIT, WHEREVER IT HAS REPRESENTS THAT CLIENT HAS BEEN FURNISHED A COMPLETE SET OF SUCH DRAWINGS AND HAS NOTIFIED ARCHITECT IN WRITING OF ANY DISCREPANCIES WITH THE ARCHITECTS PRODUCT AS PREPARED BY THE ARCHITECTS AND CLIENT HAS SIGNED THIS SET.
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.

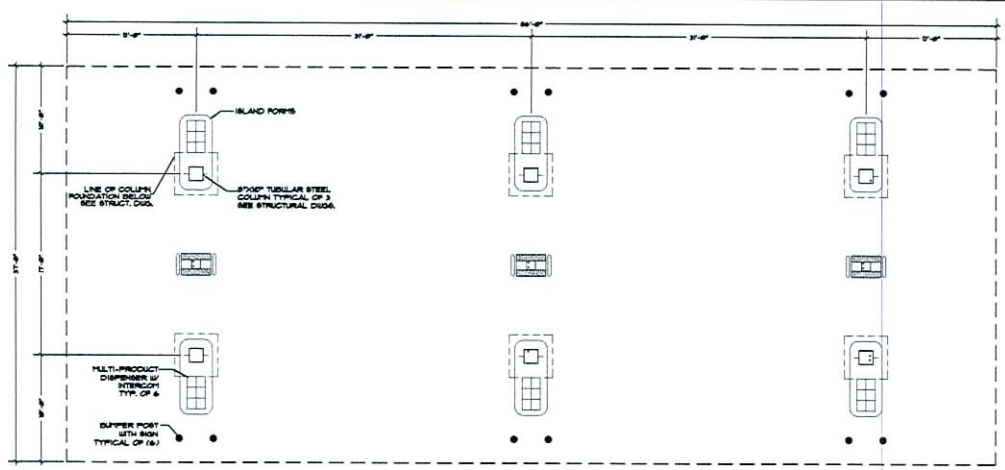
LANDSCAPE PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

PROJECT NAME
CLIENT

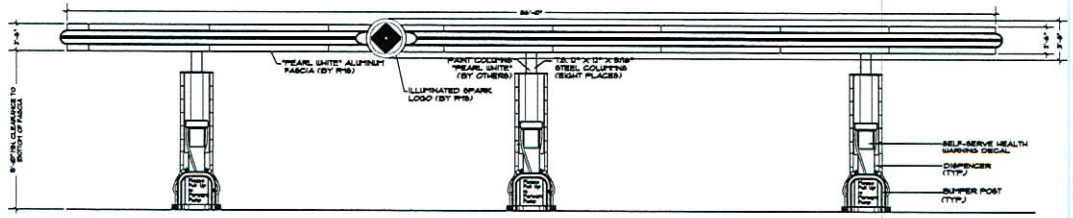
PROJECT NO.	DATE
0903-ARC_PKT	2.27.09
DRAWN BY: KAR	CHECKED BY: KAR

No.	DATE	DESCRIPTION
1	4.9.09	STAFF COMMENTS

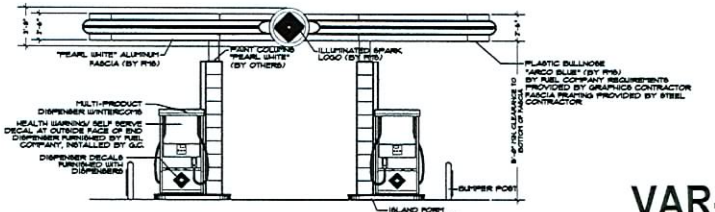
DRAWING NO.:
LI.0



1 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

RECEIVED
MAR 31 2009

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

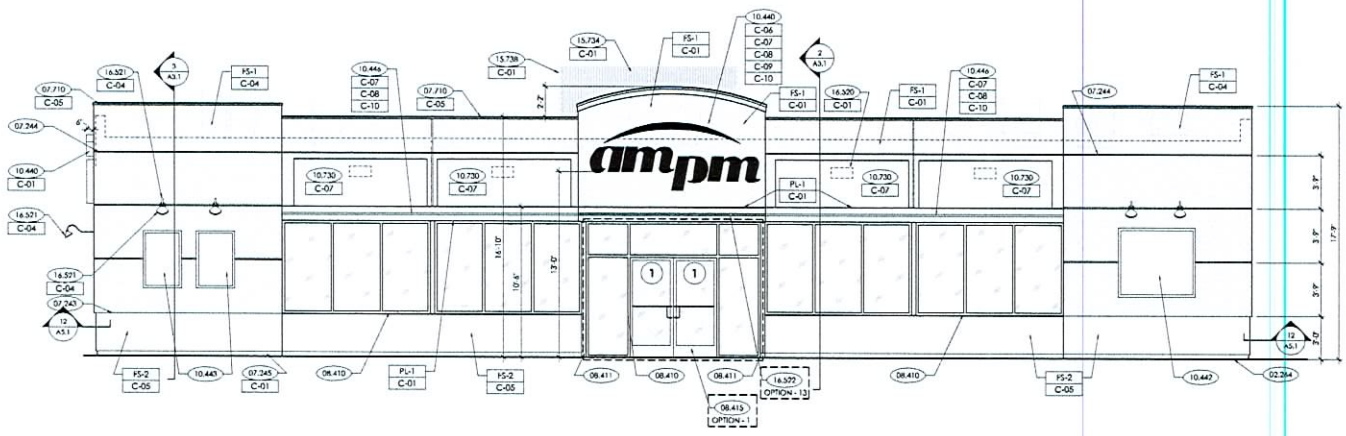
THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THE OFFICE PRIOR TO COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR ANY PART THEREOF, AND ANY USE OF THE DESIGNS, DETAILS, IDEAS AND CONCEPTS DELINEATED IN THIS DOCUMENT AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY PERSON, WHETHER OR NOT STRICTLY PROHIBITED EXCEPT BY SELECTION OF SUZANA RUTAR, ARCHITECT LTD. AND ONLY TO THE EXTENT SPECIFICALLY PERMITTED BY SUZANA RUTAR, ARCHITECT LTD. IN WRITING.
©COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT LTD.
A Professional Corporation.

PROJECT NAME: CANOPY FLOOR PLAN AND ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW
CLIENT: OWNER'S NAME
CITY OF LAS VEGAS

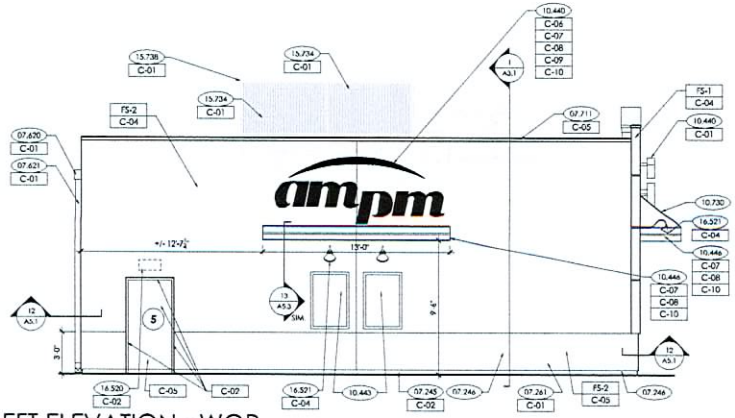
Project No.: 2005-ARC_CNT
Date: 2.27.09
Drawing by: KAB
Checked by: SJR

No.	Date	Description

Drawing No.: CAI.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.)
08.415 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

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1960 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 265-8178
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

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. ANY USE OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE DESIGN APPROVAL SEAL OF CONCEPTS, DESIGNS SHOWN IN THIS DOCUMENT AND THE ATTACHED DRAWINGS, IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED AND IS A VIOLATION OF RIGHTS OF SUZANA RUTAR, ARCHITECT, AS THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE EXPRESS WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT, LTD.
A PROFESSIONAL CORPORATION

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 PERFORMS NO PART OF THE WORK AT ANY TIME WITHOUT ADEQUATE APPROVED CONSTRUCTION DOCUMENTS FOR SUCH PORTION OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE CORRECTNESS OF ALL SUCH DATA, AND PERFORMS NO PART OF THE WORK WHERE DOCUMENTS ARE FOUND TO BE IN ERROR OR INCONSISTENT. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMITTAL HAS BEEN APPROVED BY THE ARCHITECT. ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH APPROVED SUBMITTALS.

FRONT & LEFT ELEVATIONS
ARCO NTI
SAHARA & VALLEY VIEW

PROJECT NAME:
OWNER'S NAME
CLIENT:
CITY OF LAS VEGAS

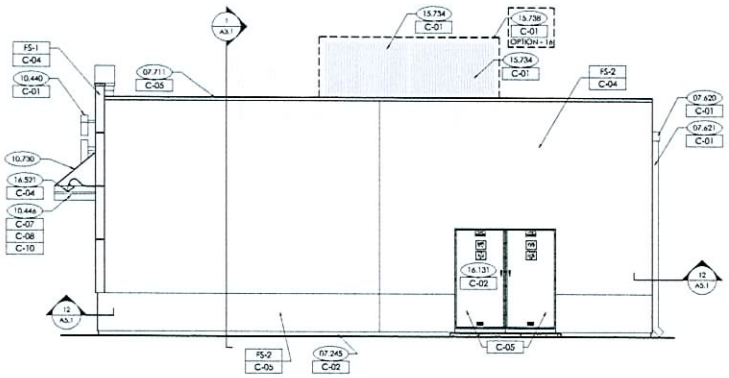
PROJECT NO.: 2005-ARC_PMT
DATE: 2.27.09
DRAWN BY: KAR
CHECKED BY: KAR

NO	DATE	DESCRIPTION

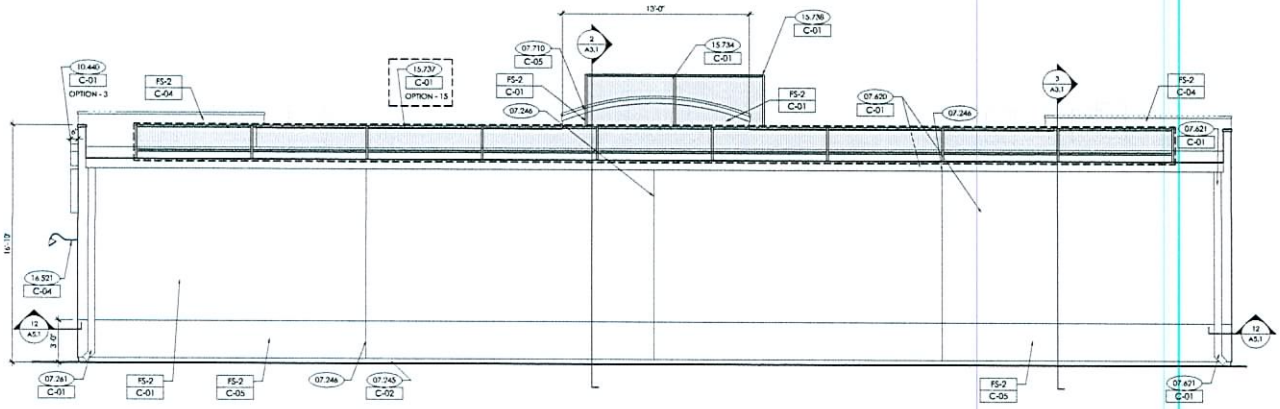
DRAWING NO.:
A2.1
ENTITLEMENT PACKAGE SUBMITTAL

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
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
08.413 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

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 893-8175
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY NOT FOR CONSTRUCTION

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THIS OFFICE BEFORE PROCEEDING WITH THE WORK. THESE DRAWINGS ARE NOT TO BE SCALED. ANY USE OR REPRODUCTION OF THIS DOCUMENT OR THE ATTACHED DRAWINGS OR THE IDEAS OR CONCEPTS DESCRIBED IN THIS DOCUMENT IN ANY FORM OR MANNER WHATSOEVER, IN WHOLE OR IN PART BY ANY METHOD WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY SUZANA RUTAR, ARCHITECT LTD. THE ARCHITECT OF RECORD FOR THE PROJECT AND WITH THE SPECIFIC WRITTEN CONSENT OF SUZANA RUTAR, ARCHITECT.
© COPYRIGHT 2009
SUZANA RUTAR, ARCHITECT, LTD.
A Professional Corporation

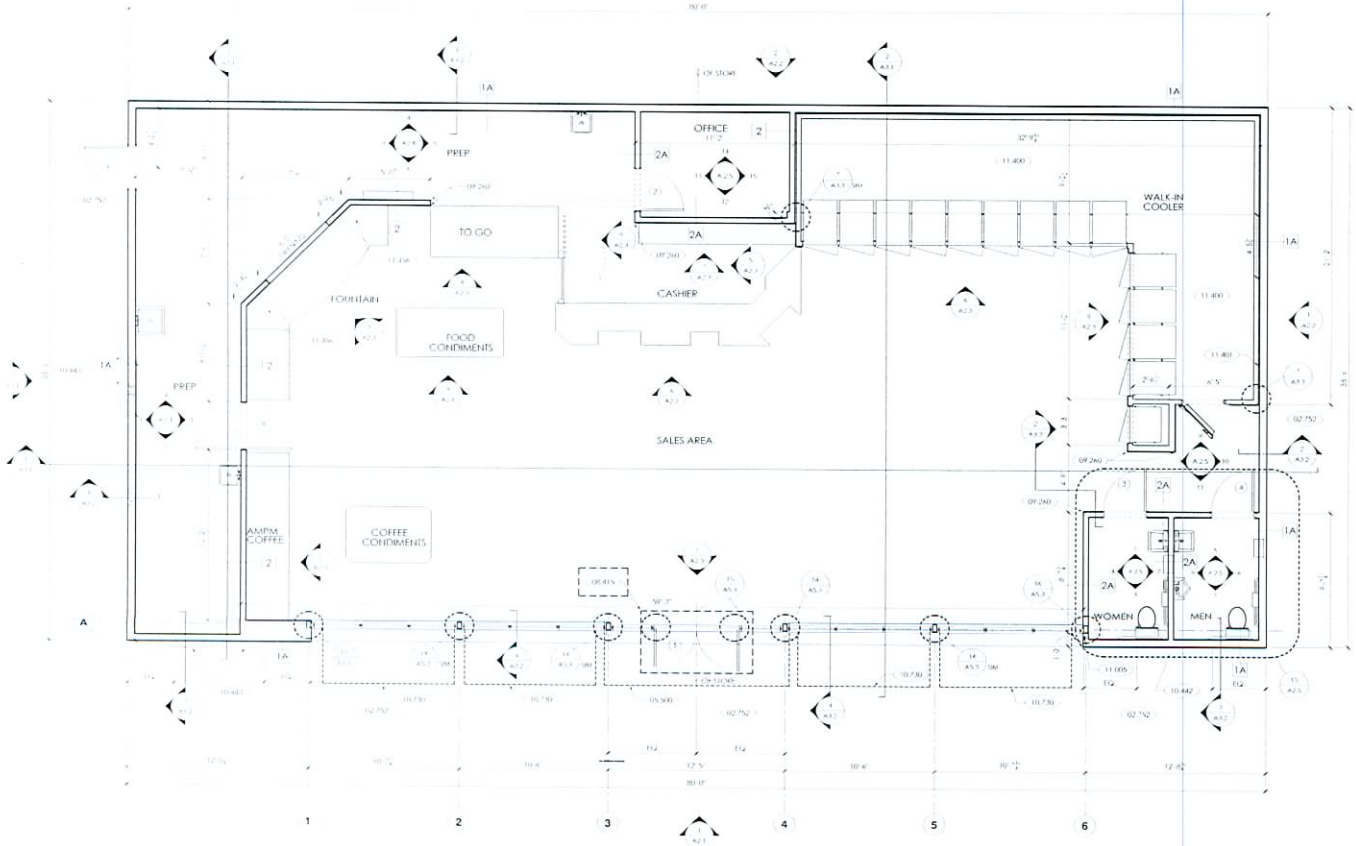
REAR & RIGHT ELEVATIONS
ARCONTI
SAHARA & VALLEY VIEW

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

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1959 E. Warm Springs Road
Las Vegas, Nevada 89119
Telephone (702) 263-6176
Fax (702) 361-2582
A Professional Corporation

PRELIMINARY
NOT FOR CONSTRUCTION

CONSTRUCTION FLOOR PLAN
ARCO NTI
SAHARA & VALLEY VIEW
OWNER'S NAME
CITY OF LAS VEGAS

A1.1

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

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

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

RECEIVED
MAR 31 2009

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



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



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

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

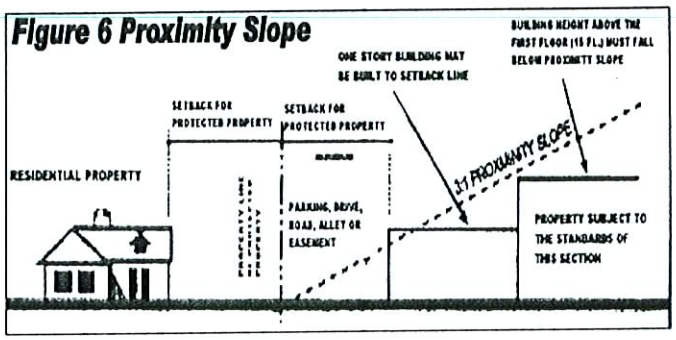
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

RECEIVED
APR 09 2009

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

RECEIVED
APR 09 2009

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

SUZANA RUTAR, Architect Ltd.,
A Professional Corporation

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

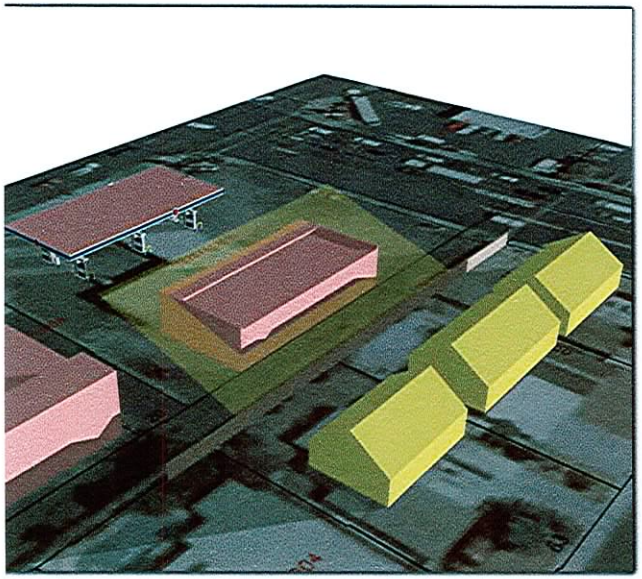
1950 E. Warm Springs Road · Las Vegas, Nevada 89119
Phone: (702) 263-6176· Fax: (702) 361-2582
Email: ballardk@srutar.lvcoxmail.com

RECEIVED
APR 09 2009

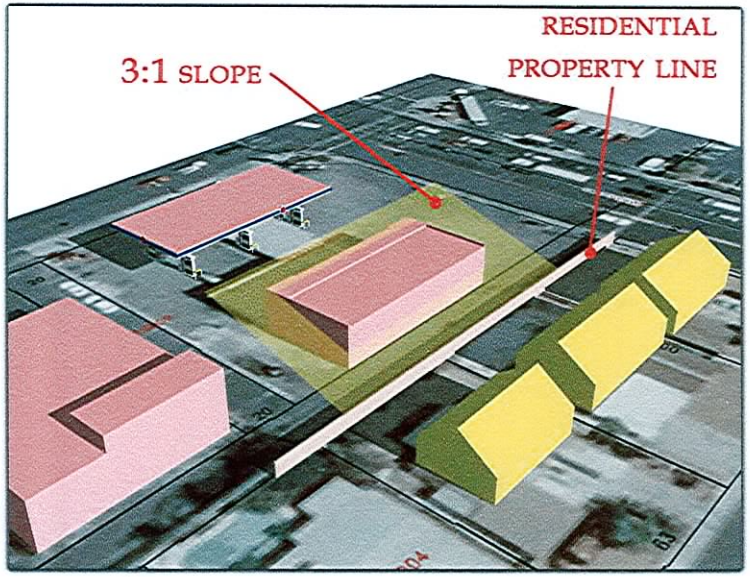
VAR-34008 SUP-34006
SDR-34010 05/14/09 PC
REVISED

VAR-34008 SUP-34006
SDR-34010 05/14/09 PC

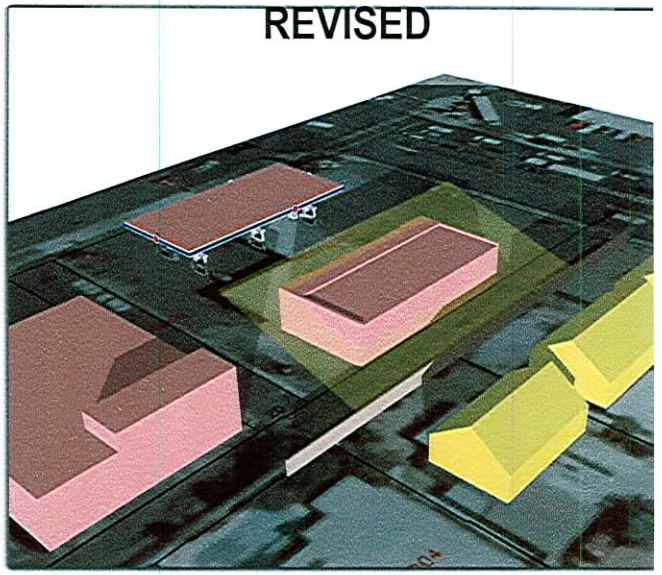
REVISED



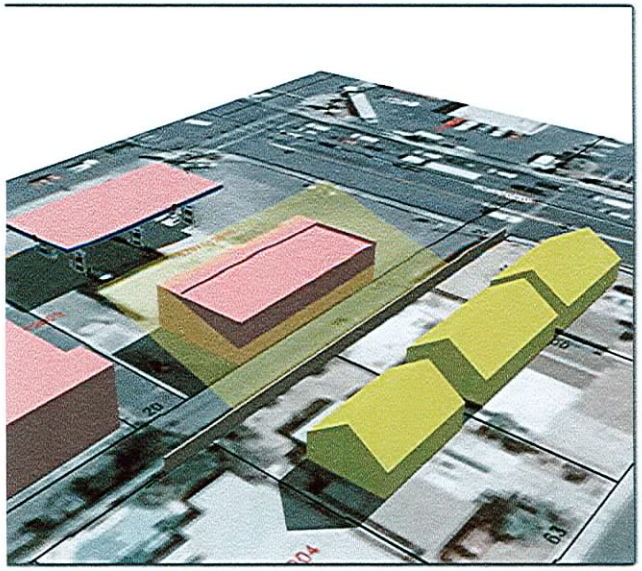
DECEMBER 21, 8:00 AM



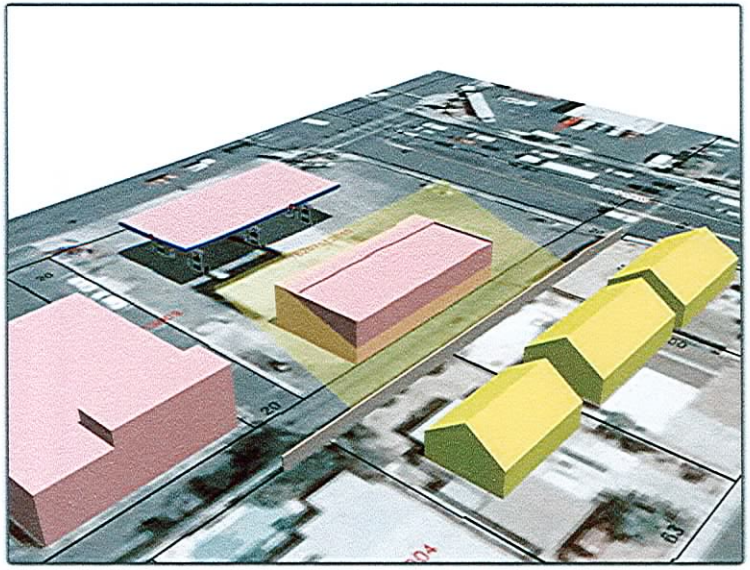
DECEMBER 21, 12:00 PM



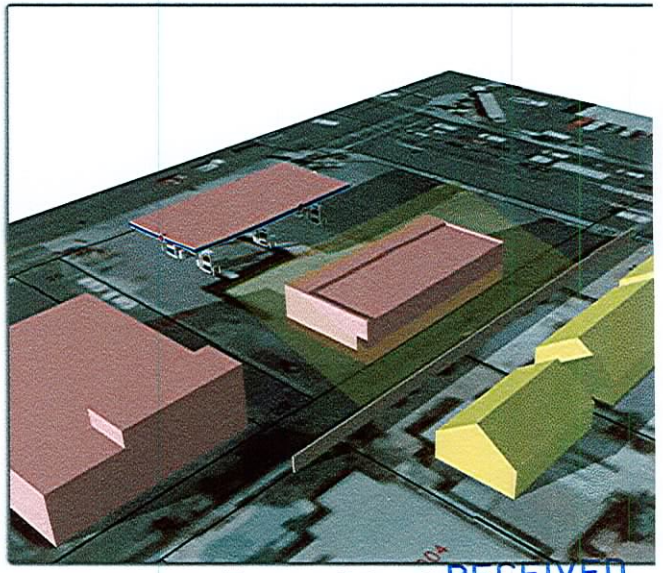
DECEMBER 21, 3:30 PM



JUNE 21, 8:00 AM



JUNE 21, 12:00 PM



JUNE 21, 6:00 PM

RECEIVED
APR 09 2009

RESIDENTIAL PROXIMITY SLOPE MASSING EXHIBIT

RECEIVED
CITY CLERK

2009 JUL -6 A 8:20

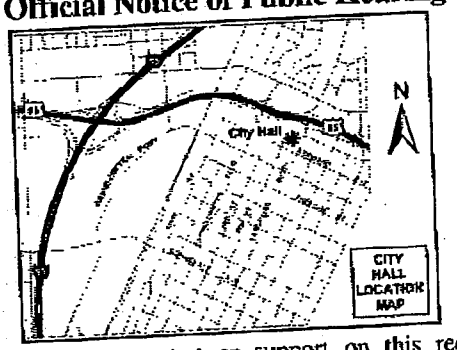
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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



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

SDR-34010
City Council Meeting of 7/15/2009

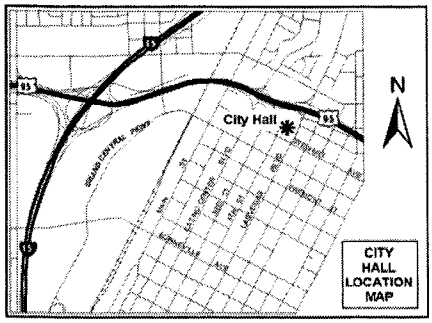
EAVDP11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

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

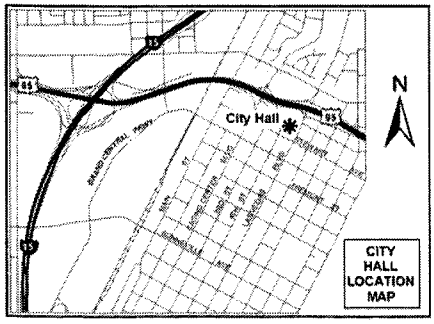
EAVDF11 A9102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

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

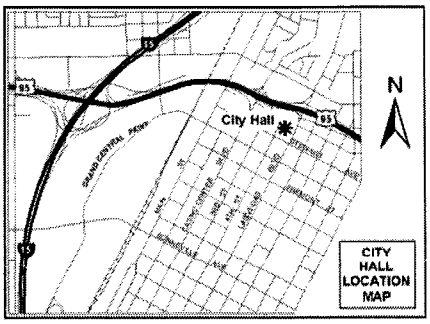
EAVDS11 A9102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

[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

RECEIVED
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

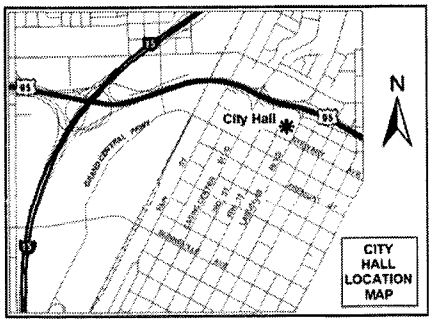
EAVDP11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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.

[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

RECEIVED
2009 JUL -7 A 10:41
CITY CLERK

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 9
Las Vegas, Nevada 89102

EAVDP11 89102

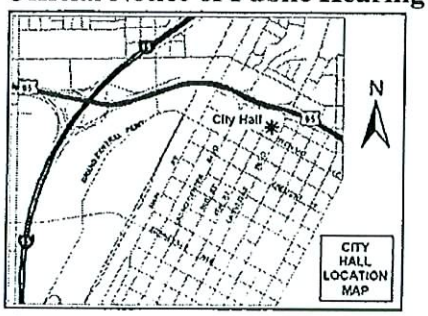
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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 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

Please use available blank space on card for your comments.

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

89102S531 C017

29 P

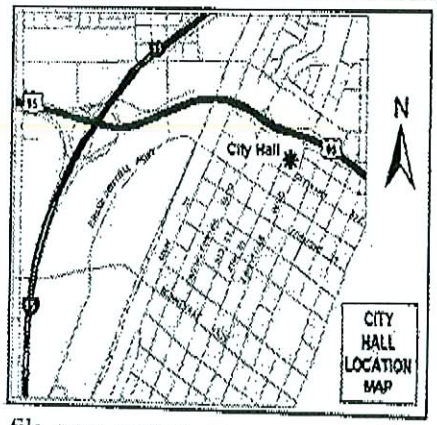
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.394
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
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

Please use available blank space on card for your comments.

SDR-34010

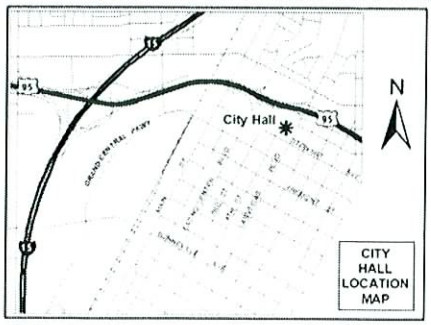
Planning Commission Meeting of 5/14/2009

16206810001 Case: SDR-34010
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

89102377R

29P

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010

Planning Commission Meeting of 5/14/2009

MAILED FROM ZIPCODE 89101

RECEIVED
MAY 06 2009

Case: SDR-34010

16207516012
PAULUS EVERETT T & BARBARA A
2612 SONORA ST
LAS VEGAS NV 89102-5912

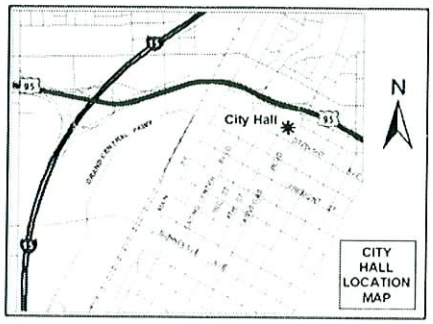
29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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.

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

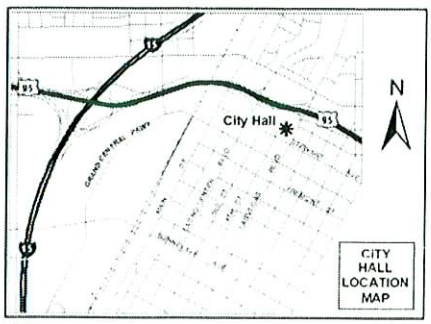
29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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

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.

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

RECEIVED

MAY 07 2009

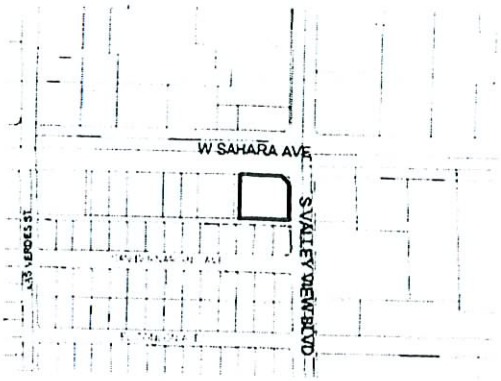
Application Information

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 news where Marianas 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 as a filthy mess. Every Business on that corner (4 corners) is squeezed up to the sidewalk & built right to the alleys.

Mr. Tarkanian is the most concerned & conscientious Councilperson I've ever had. She truly tries to keep residents notified Thank You

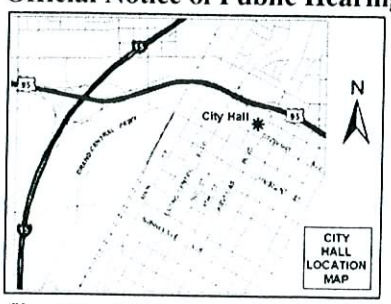
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES 02 1M $ 00.39 0004239954 MAY 01 2009 MAILED FROM ZIPCODE 89101



If you wish to file your protest or support on this request check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010

Planning Commission Meeting of 5/14/2009

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!

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 - 2 Smog business & Mexican Drive Thru & Indian Restaurant Terrible Herbst - The Buss stop is a few feet from the corner

Where several people cross over & start a line up after a game - The bus stop should be further down the road not close to

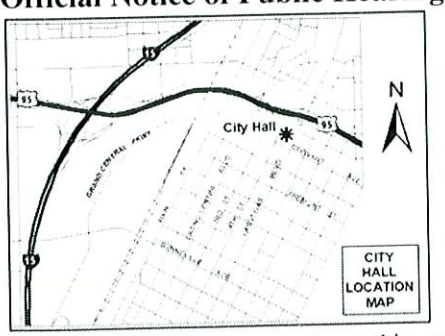
29P

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



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34010
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 07 2009

SDR-34010 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 261
Las Vegas, Nevada 89102

89102594 C017

29P

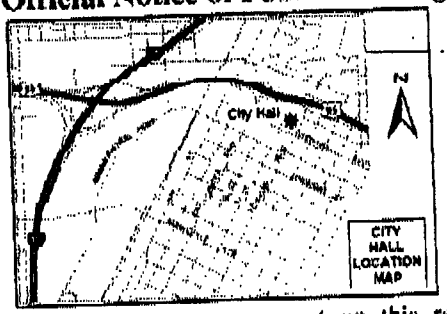
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 13 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

1 Homeless & Crime Great Hotel

No more

SDR-34010
Planning Commission Meeting of 5/14/2009

Case: SDR-34010

JAK T D FAMILY L P
%D KHAL
1096 S W WALKER RD
GRESHAM OR 97080-0000

Submitted after final agenda

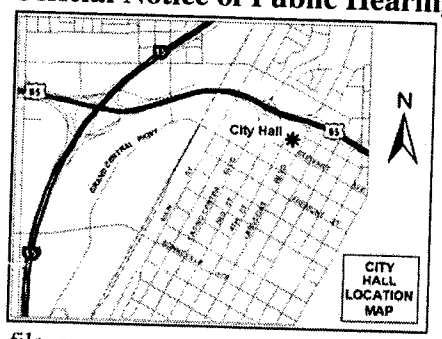
Date 5/13/09 Item 29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-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

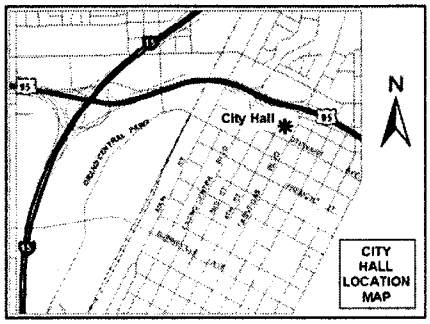
Date 5/12/09 Item 29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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 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

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

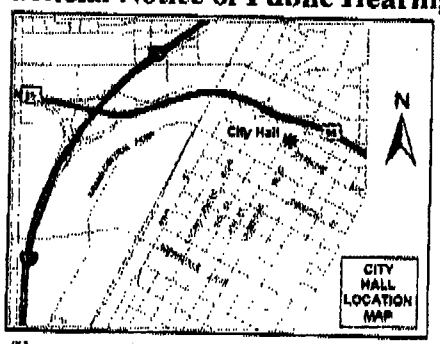
Submitted after final agenda
Date 5/12/09 Item 29 P

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

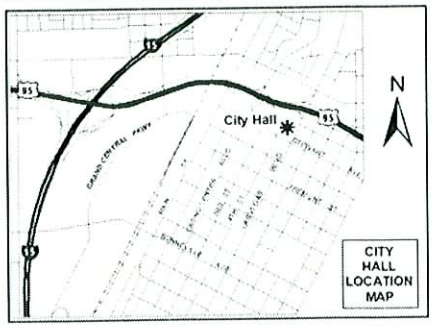
Date 5/12/09 Item 29P

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

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-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

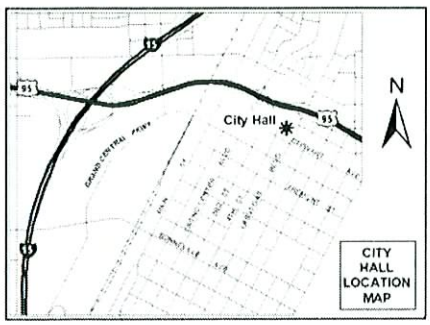
29A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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



RECEIVED
MAY 06 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.

SDR-34010

Planning Commission Meeting of 5/14/2009

Case: SDR-34010
16207613026
FOYT ELIZABETH ANN
2851 S VALLEY VIEW BLVD #1143
LAS VEGAS NV 89102-0143

89102801 42 0263

29A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

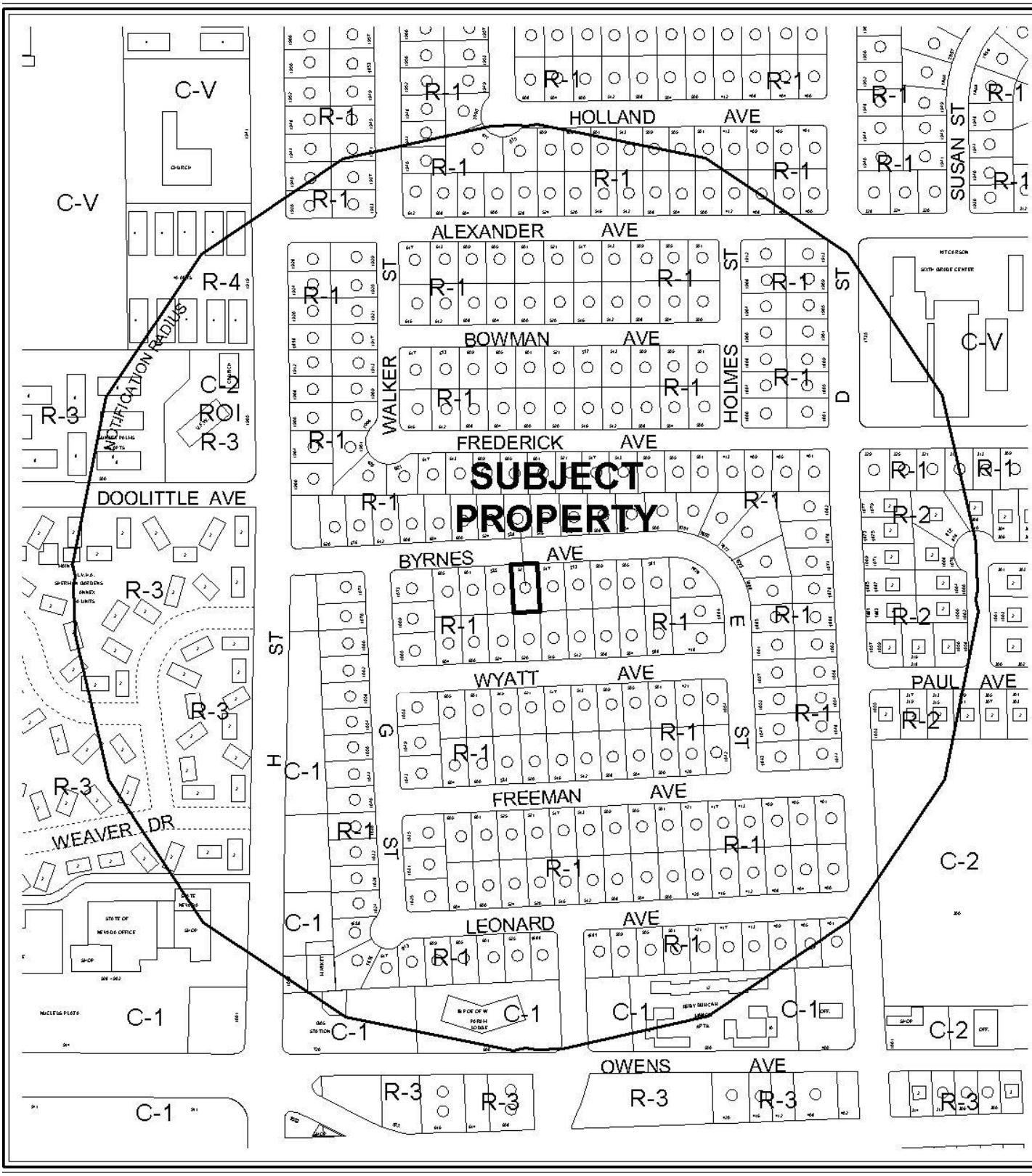
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-34662 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: REBECCA CARR - Request for a Variance TO ALLOW AN 11-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED AND A FOUR-FOOT ENCROACHMENT FOR AN ARCHITECTURAL FEATURE (ROOF EAVE) WHERE TWO FEET IS THE MAXIMUM PERMITTED FOR AN EXISTING CARPORT on 0.15 acres at 521 Byrnes Avenue (APN 139-22-410-133), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**3**

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. Support Postcards
7. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 20



0 300 600 Feet

CASE: **VAR-34662**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: VAR-34662

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-34662 - APPLICANT/OWNER: REBECCA CARR

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 19, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. A revised site plan shall be submitted to and approved by the Planning and Development, prior to or at the time application is made for a building permit, to accurately depict the minimum five-foot side yard setbacks required for the property.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing single-family residence located at 521 Byrnes Avenue. The applicant is requesting this Variance for an existing carport constructed within the front yard setback area without the required permits. The carport does not meet Title 19.08.040 standards, which require a 20-foot front yard setback and limit encroachment of architectural features, including a roof eave, to no more than two feet into any required setback area. If this request is denied, the carport must be either removed or redesigned to meet all setback requirements of Title 19.08. Staff is recommending denial of this request as the applicant has provided no evidence of unique of extraordinary circumstances and has created a self-imposed hardship by constructing the carport prior to obtaining all required permits.

Issues:

- Construction commenced before obtaining the necessary permits from the Department of Building and Safety. The applicant has submitted an application for a building permit for the proposed structure on 05/26/09, which has since been denied by the Planning and Development Department pending approval of this request.
- The structural elements of the carport, as constructed, are set back only 11 feet from the front property line where 20 feet is required. The roof eave of the structure extends an additional four feet into the required setback area where a maximum of two feet is allowed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/02/80	Last change of Ownership
07/23/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #20/jb).
Related Building Permits/Business Licenses	
02/18/09	A building permit (#133177) was issued for a room addition at 521 Byrnes Avenue. The project was completed on 05/05/09.
05/26/09	An application for a building permit (#140237) was submitted for a carport at 521 Byrnes Avenue. It has since been denied by the Planning and Development Department pending approval of this Variance request.
Pre-Application Meeting	
05/22/09	A pre-application meeting with the applicant was held where elements of submitting a Variance were discussed. Topics included: • Title 19 Zoning Code setback requirements • Application Materials and Documents • Meeting Dates and Deadlines • Variance approval criteria

Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
06/18/09	During a routine site inspection staff observed existing wooden framing for a carport, which encroached into the required 20-foot front yard setback of the subject site.

Details of Application Request	
Site Area	
Gross Acres	0.15

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single-Family Residence	L (Low Density Residential)	R-1 (Single-Family Residential)
North	Single-Family Residence	L (Low Density Residential)	R-1 (Single-Family Residential)
South	Single-Family Residence	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single-Family Residential)
West	Single-Family Residence	L (Low Density Residential)	R-1 (Single-Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y
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

Title 19.08.040 Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	6,534 SF	Y
Min. Setbacks			
• Front	20 Feet	11 Feet	N
• Side	5 Feet	5 Feet	Y
Max. Lot Coverage	50%	35%	Y
Max. Building Height	2 stories or 35 feet, whichever is less	12 Feet	Y

ANALYSIS

The subject site is an existing single-family residence located at 521 Byrne Avenue. This is a request for a Variance to allow an 11-foot front yard setback where a 20-foot front yard setback is required, and to allow a 4-foot architectural feature (roof eave) where two feet is the maximum. The applicant has indicated that the carport was constructed because the property has no garage or shade for a vehicle in the drive way.

The request for this Variance is a result of a self-imposed hardship. The placement of the addition to the principle dwelling within the front yard setback area was determined before consulting Title 19 standards. In addition, construction commenced before obtaining the necessary permits from the Department of Building and Safety. Had the applicant consulted with the City prior to construction to determine allowable setbacks for the principle dwelling the need for a Variance could have been eliminated. The proposed deviations are preferential in nature and are self-imposed; therefore staff recommends denial.

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 commencing construction for an addition to the principle dwelling, prior to consulting with the City of Las Vegas. An alternative site design removing the additions to the principle dwelling within the front yard setback area 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 was one speaker in opposition and one speaker in favor of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 293 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-34662** APN: 139-22-410-133

Name of Property Owner: REBECCA CARR

Name of Applicant: REBECCA CARR

Name of Representative: TOM SCOTT

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: _____

X Signature of Property Owner: Rebecca Carr

Print Name: REBECCA CARR

Subscribed and sworn before me

X This 27th day of MAY, 2009

Notary Public in and for said County and State

FRANCINE HILL
Notary Public, State of Nevada
Appointment No. 06-107810-1
My Appt. Expires Aug. 1, 2010

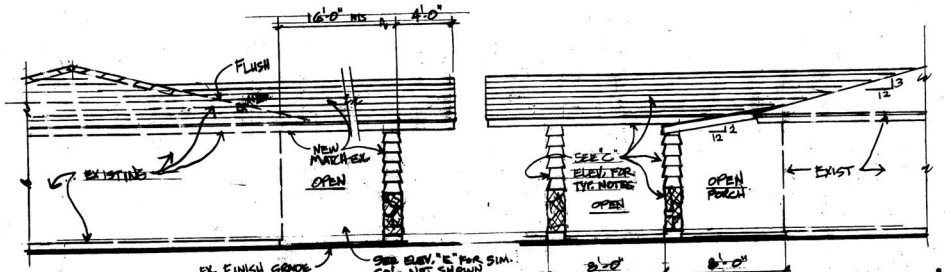
Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

RECEIVED
MAY 29 2009

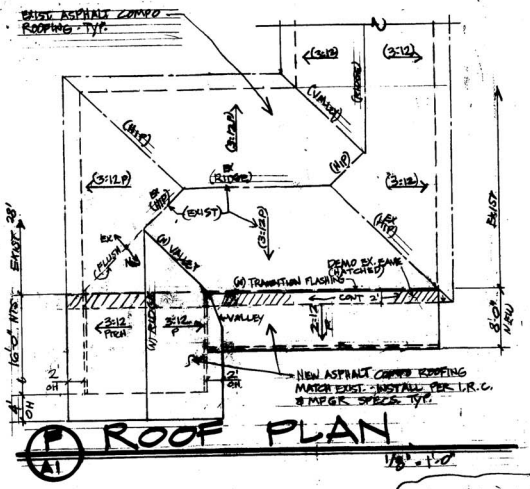
CODE ANALYSIS

1. CODE YEAR / TYPE : 2006 INTERNATIONAL BUILDING CODE
2. OCCUPANCY CLASSIFICATION : U / CARPORT & PORCH
3. TYPE OF CONSTRUCTION: V-B
4. FIRE SPRINKLERS: NO
5. FIRE ALARM: NO
6. HEIGHT : ALLOWABLE: 40' / ACTUAL: 12'
7. STORIES: ALLOWABLE: 1 / ACTUAL: 1
8. AREA: ALLOWABLE: 5,500 S.F. / ACTUAL: 564S.F.
9. OCCUPANT LOAD: OCC. / SQ.FT. / RATIO = LOAD
   U / 564 / 200 gross = 3
10. NUMBER OF EXITS: OPEN 3 SIDES
11. REQUIRED FIRE RESISTANCE OF EXTERIOR WALLS: LESS THAN 5' = 1 HR. / LESS THAN 10' = 1 HR. / o'10' = 0
12. PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY & MAXIMUM AREA OF EXTERIOR WALL OPENING: 0'-3' = NOT PERMITTED
13. FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS: 0
14. SPACES REQUIRING FIRE-RESISTANCE-RATED SEPARATION: N/A
15. ROOF COVERING MATERIAL: ALLOWABLE: CLASS C / ACTUAL: CLASS C
16. REQD. PLUMBING FIXTURES: N/A
17. SPECIAL INSPECTIONS REQUIRED: NO
18. I.E.C.C. COMPLIANCE REPORTS: N/A
19. NON-SEPARATED OR SEPARATED USES: N/A



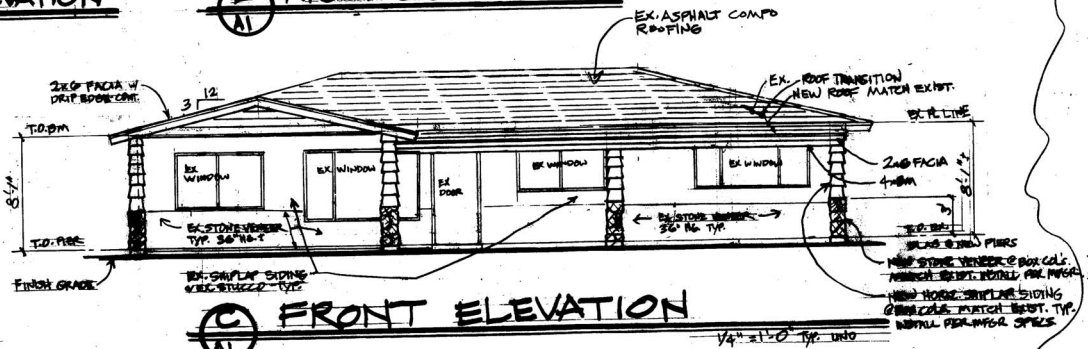
P/A1 LEFT SIDE ELEVATION

E/A1 RIGHT SIDE ELEVATION



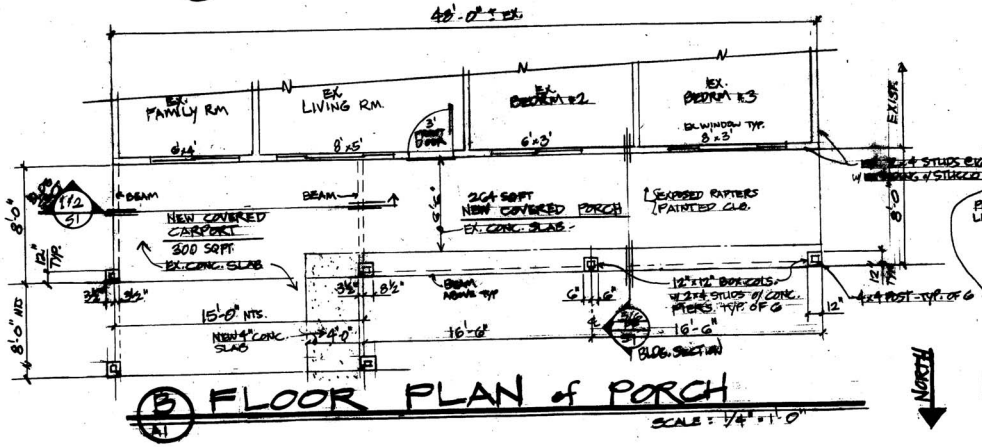
P/A1 ROOF PLAN

1/8" = 1'-0"



C/A1 FRONT ELEVATION

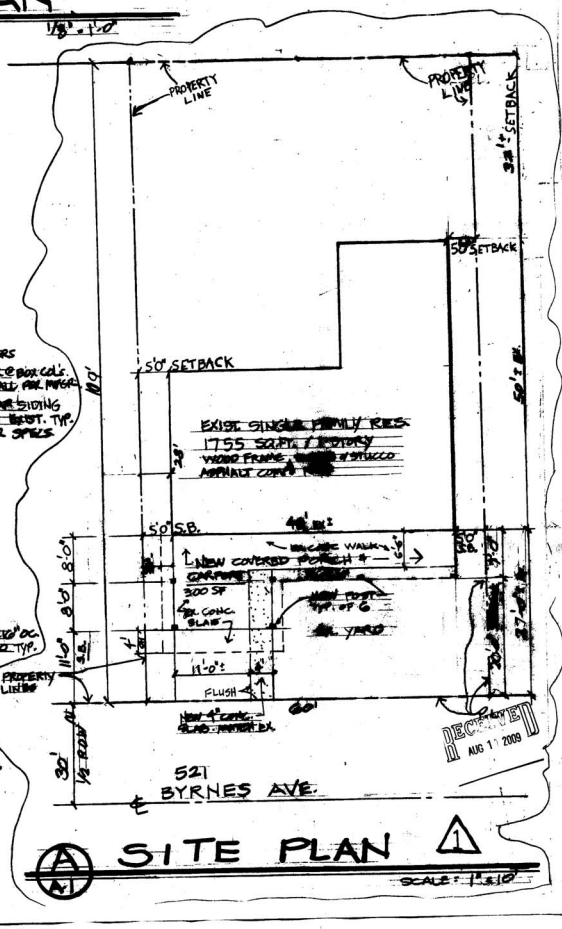
1/4" = 1'-0" TYP. U.N.O.



B/A1 FLOOR PLAN of PORCH

SCALE: 1/4" = 1'-0"

NORTH



A/A1 SITE PLAN 1

SCALE: 1"=10'

CONSULTANTS

DESIGN / BUILD
Tom Scott Construction, Inc
"A Christian Construction Company"
5416 Alabaster Court, LV, NV. 89149
Phone: 702-395-9744 | Fax: 702-255-7223
Nv. Cont. B-2 #34984
CC1263 12/09

SITE PLAN, FLOOR PLAN, ROOF PLAN, ELEVATIONS, SECTIONS, CODE ANALYSIS

PROJECT
CARPORT & PORCH ADDITION
CARR RESIDENCE
521 BYRNES AVENUE
LAS VEGAS, NV. 89106

05/15/09

REVISED SITE PLAN
08-04-09

A-1

OF: 1





REBECCA CARR
521 BYRNES AVE.
LAS VEGAS, NV 89101

RECEIVED
MAY 20 2009

VAR-34662
07/23/09 PC

TOM SCOTT CONSTRUCTION, INC.
5416 Alabaster Court LV, NV 89149
office 395-7303 cell 595-9748 fax 395-7303
e mail thomaspscott1078@cox.net
B2# 47824A C2# 26400

Rebecca Carr
521 Byrnes
Las Vegas NV 89106

May 28, 2009

City of Las Vegas
Planning and Development Department
Las Vegas, NV 89101

Justification Letter

Applicant requests Variance to construct Carport at front of home. The Carport will encroach 9 feet into the existing 20 foot setback.

The property has no garage or shade for a vehicle in the driveway. There are several other properties on this street and adjoining areas which have constructed similar structures for the same use.

The existing 20 foot setback would allow for only a 7 foot deep carport. Compact cars are about twelve feet long. We seek permission by variance for an 11 foot set back, allowing for a 16 foot deep carport plus overhang.

Respectfully Yours,

Tom Scott 05/28/09

Tom Scott/Owners Representative

RECEIVED
MAY 29 2009

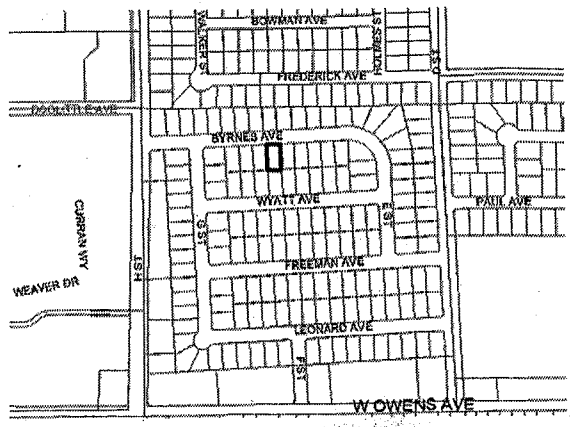
VAR-34662
07/23/09 PC

Application Information

VAR-34662 - APPLICANT/OWNER: REBECCA CARR - Request for a Variance TO ALLOW AN 11-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED AND A FOUR-FOOT ENCROACHMENT FOR AN ARCHITECTURAL FEATURE (ROOF EAVE) WHERE TWO FEET IS THE MAXIMUM PERMITTED FOR AN EXISTING CARPORT on 0.15 acres at 521 Byrnes Avenue (APN 139-22-410-133), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) 8-12-09

Be glad, get your fence the way you want it, may God keep blessing you.
Jane Mrs Marshall

Application Location



The proposed project may not pertain to the entire highlighted project site.

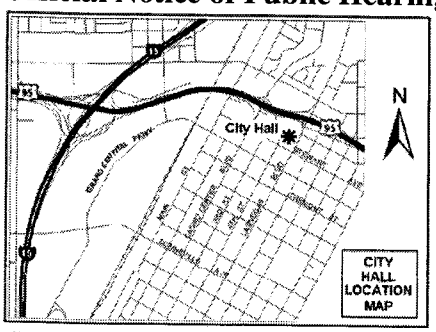
Public Hearing Information

Meeting:	City Council
Date:	***August 19, 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. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to www.lasvegasnevada.gov.

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.

VAR-34662
City Council Meeting of 8/19/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG07 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2009 AUG 17 A 10:43

MARSHALL AGNES
1666 N D ST
LAS VEGAS NV 89106-2702

APN# 139-22-410-133

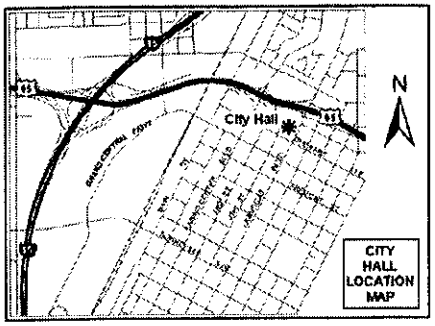
Date 8/17/09 Item 90 W-5

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 AUG 07 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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34662
City Council Meeting of 8/19/2009

RECEIVED
2009 AUG 19 A 11:17
CITY CLERK

PAGE JOHN C & JEAN A
1828 HUBBELL ST
LAS VEGAS NV 89156-7124

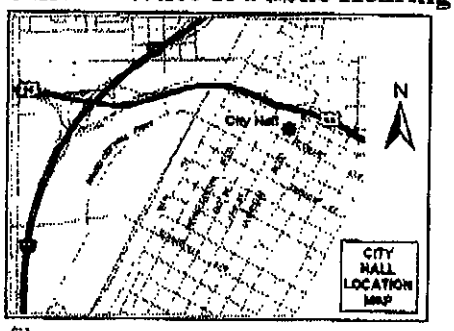
APN#13922315031

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 AUG 07 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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-34662
City Council Meeting of 8/19/2009

RECEIVED
2009 AUG 19 P 12:38
CITY CLERK

DORSEY WILLIE & JOSIE
605 BYRNES AVE
LAS VEGAS NV 89106-2735

APN#13922410136

...ted after final agenda

Date 8/19/09 Item 90 W-5

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

Pictures of existing carports in the same block





Rebecca Carr
c/o Tom Scott Const.

Carport at
521
Byrnes

Var. # 34662

Submitted at Planning Commission
Date 7.23.09 Item 20



512 Freeman



525 Leonard



600 Freeman



603 Leonard



1636 G. Street



420 Freeman



604 Leonard



1649 G. Street



524 Wyatt



1635 G. Street



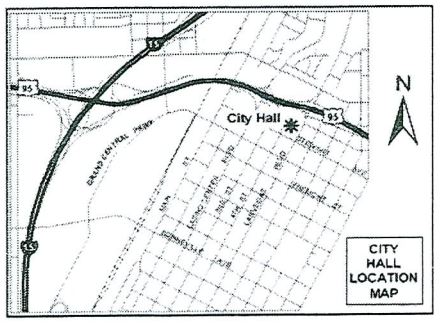
524 Wyatt

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

FIRST-CLASS MAIL
02 1M $ 00.41[8]
0004212218 JUL 10 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
JUL 21 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.

VAR-34662

Planning Commission Meeting of 7/23/2009

Case: VAR-34662
13922410005
MARSHALL AGNES
1666 N D ST
LAS VEGAS NV 89106-2702

EAU0511 A3106

Submitted after final agenda
Date 7/23/09 PC Item 20

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

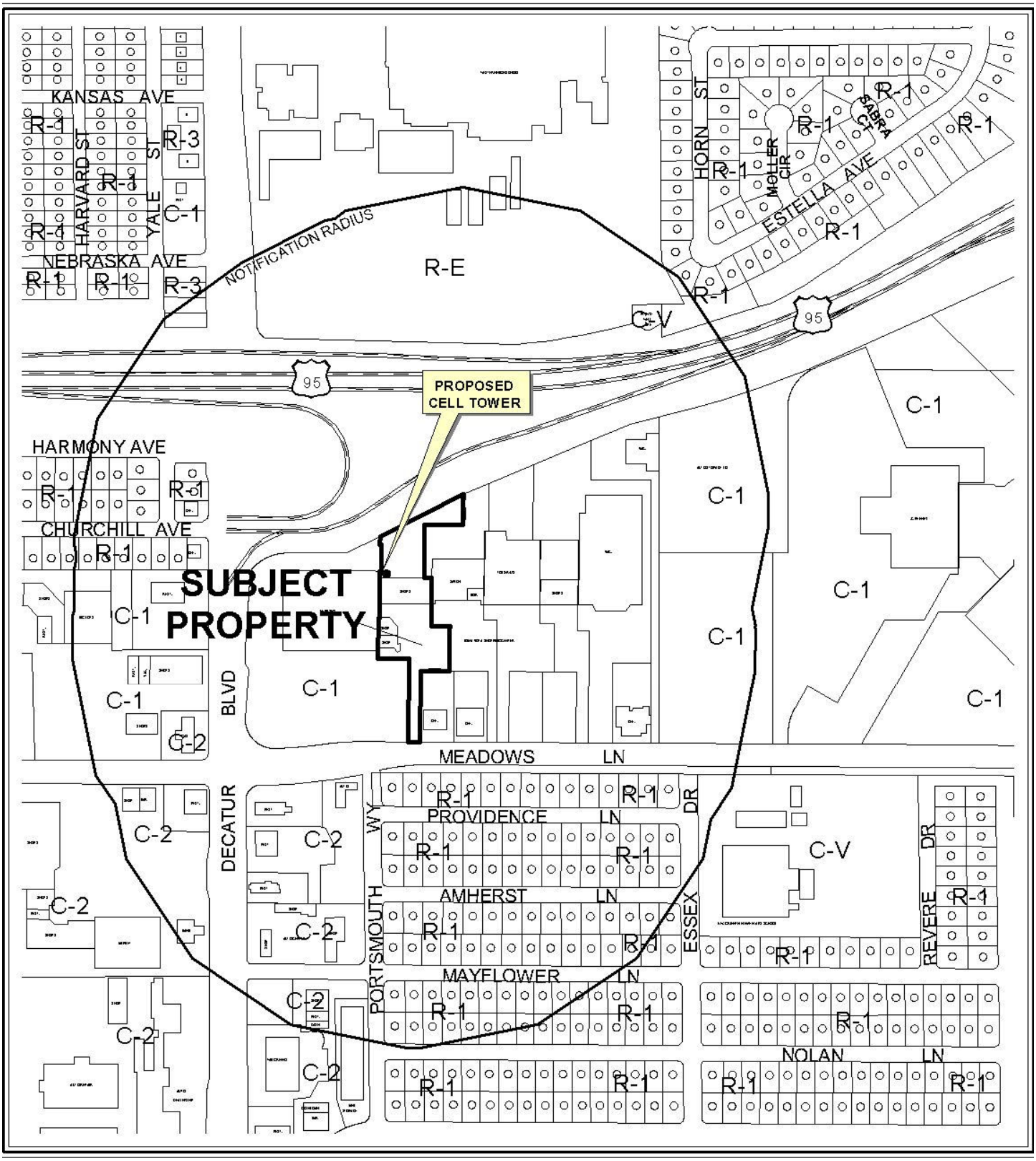
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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



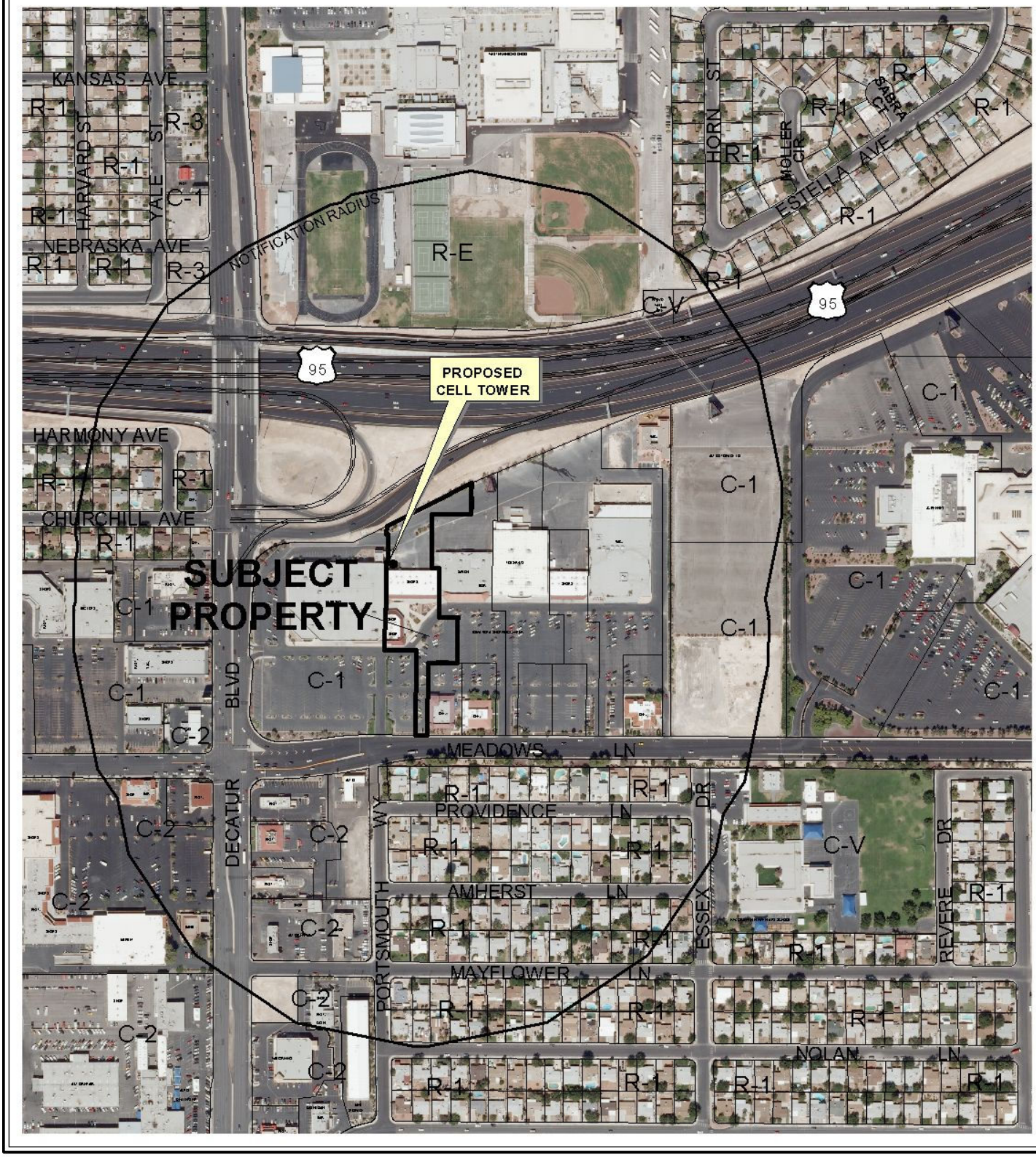
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



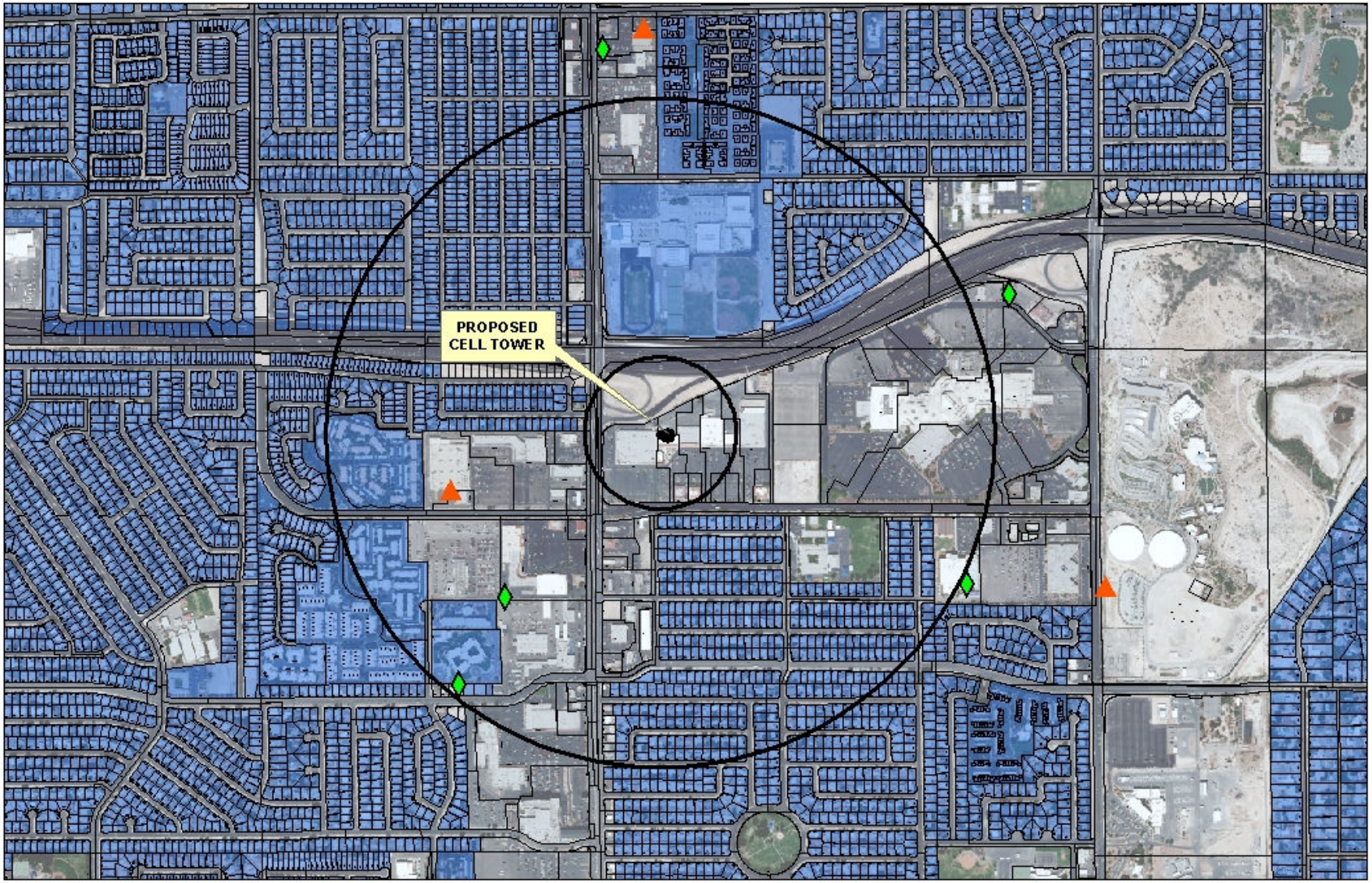
0 400 800 Feet

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: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 5, 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:

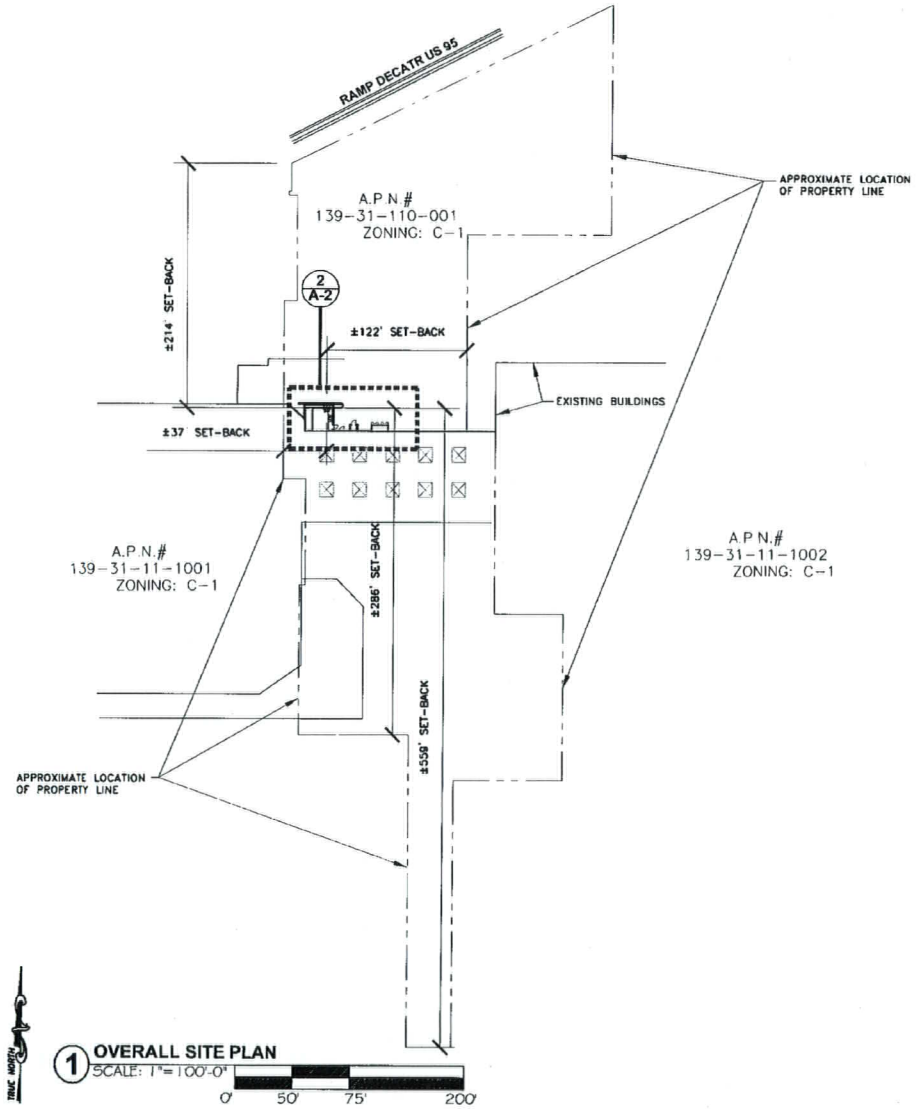
TITLE SHEET

DRAWING SHEET:

T-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



clear Wireless LLC
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 (720) 220-4901 FAX (702) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
• NEW YORK • PENNSYLVANIA • TEXAS

SCHEDULE OF REVISIONS

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:

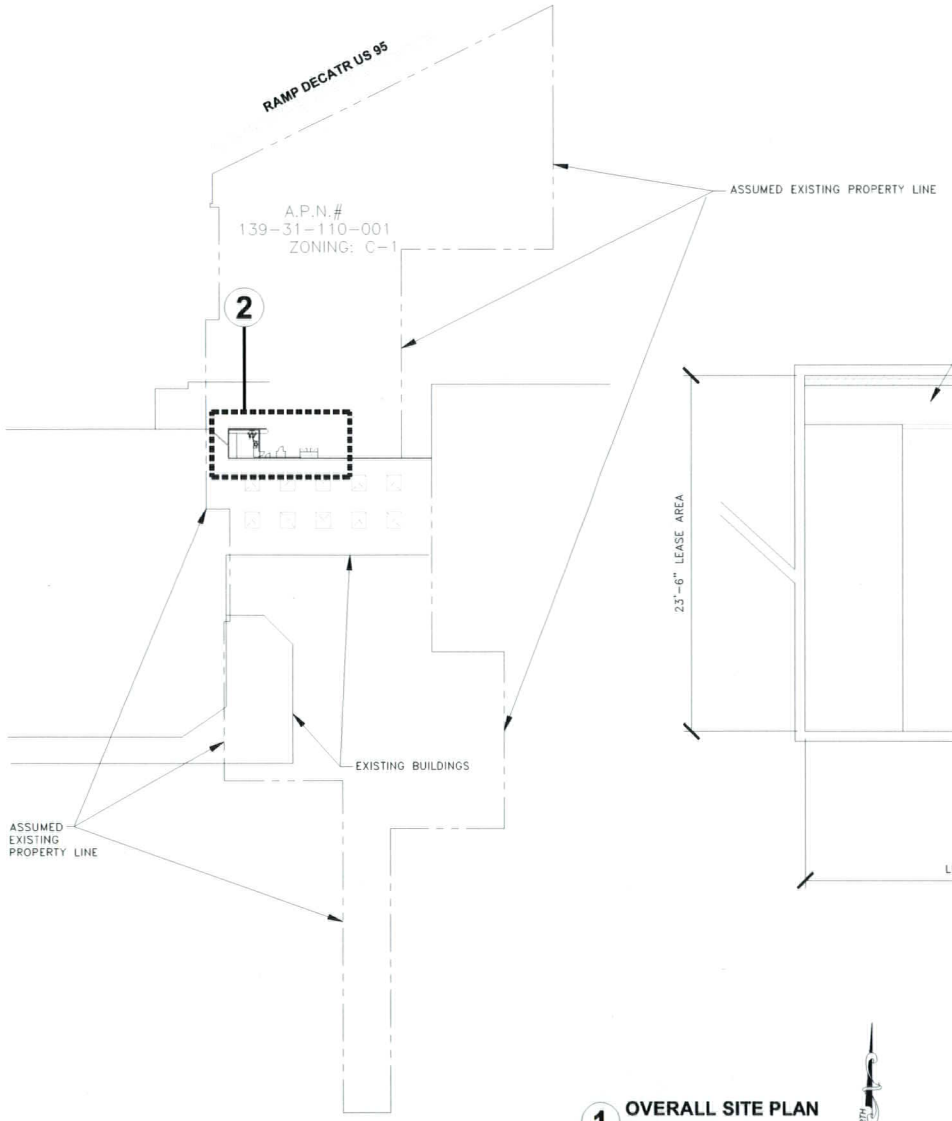
ENLARGED SITE PLAN

DRAWING SHEET:

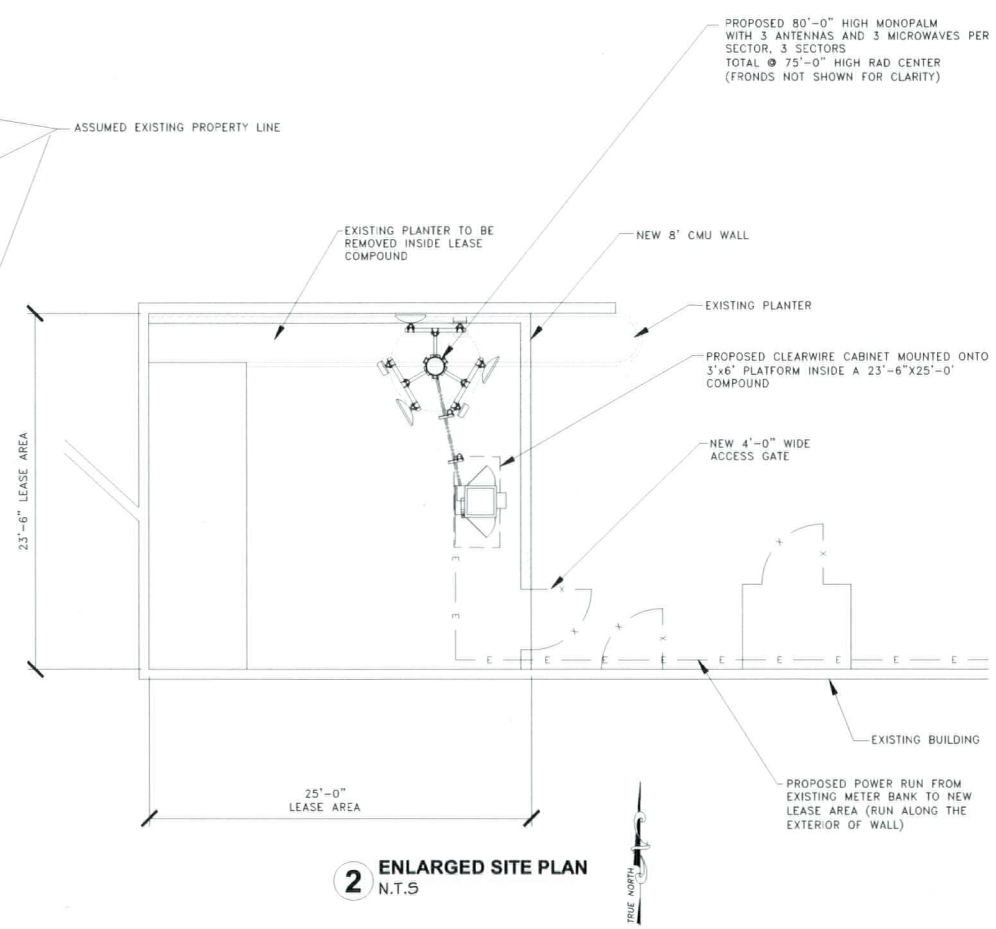
A-1

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.
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
2200 W SAHARA AVE
SUITE 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4001 FAX (720) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • TEXAS

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:

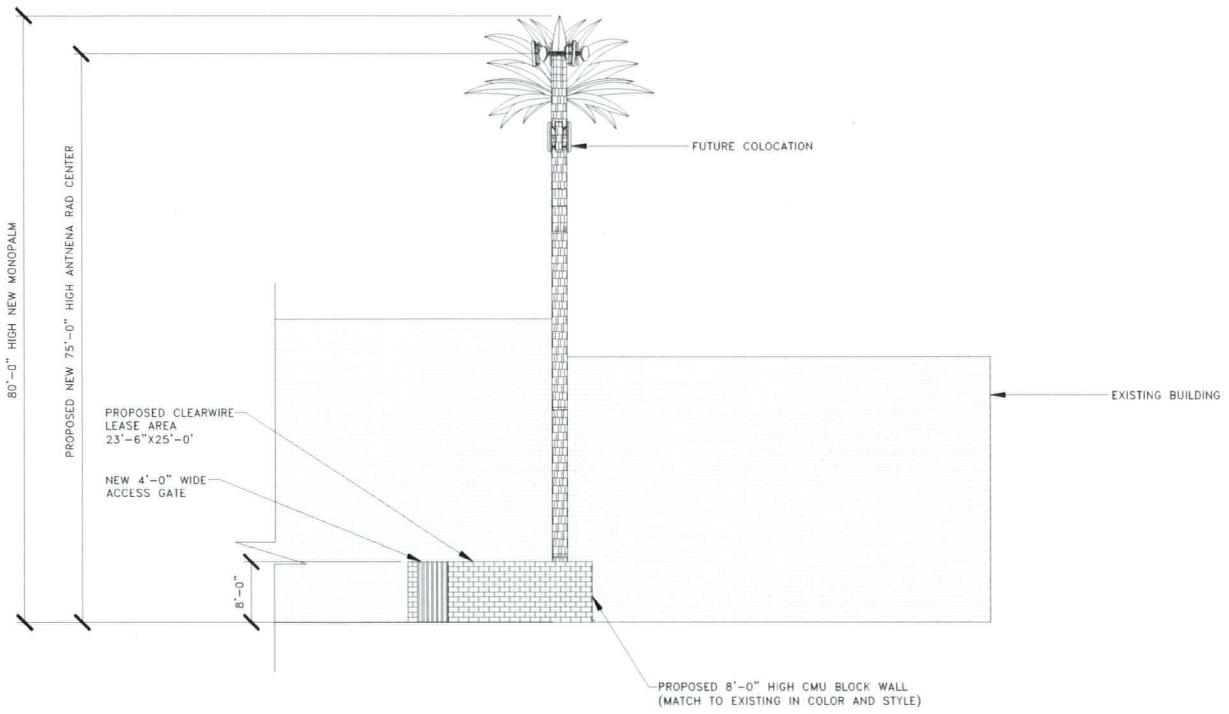
ENLARGED SITE PLAN

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:

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:

ELEVATION

DRAWING SHEET:

A-3

RECEIVED
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

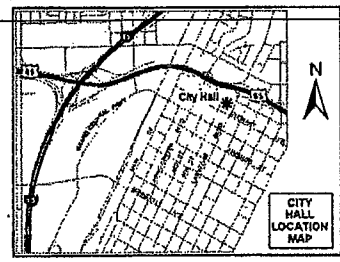
SUP-34016

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

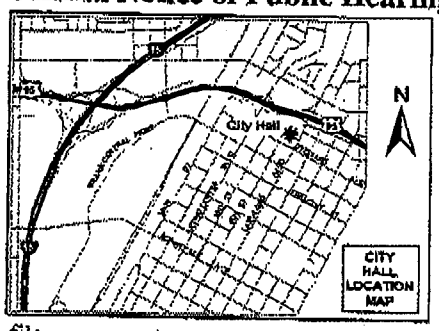
6/10/09 pm 164

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



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

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

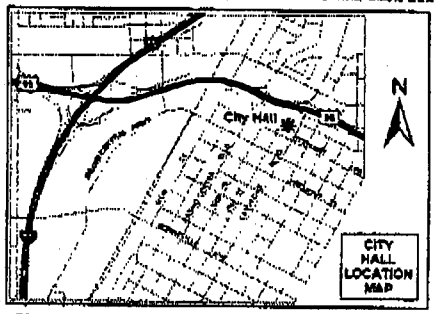
891260623 B06

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



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

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

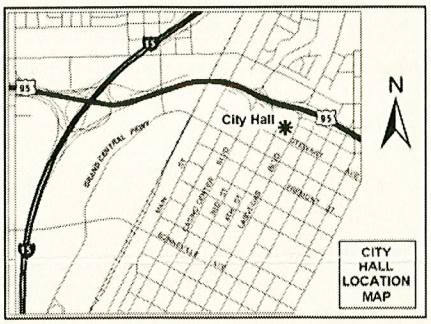
RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
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



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

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

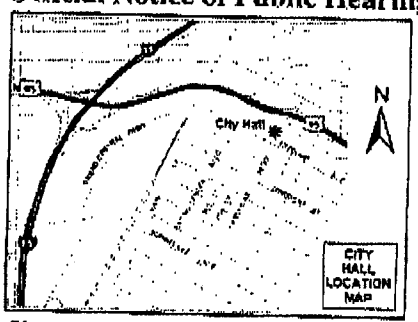
Date 5/12/09 Item 13

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
$ 00.39[4]
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

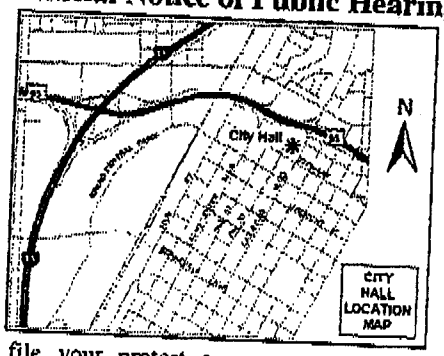
Date 5/8/09 Item 13P

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 ZIPCODE 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

89126062 3026

Submitted after final agenda

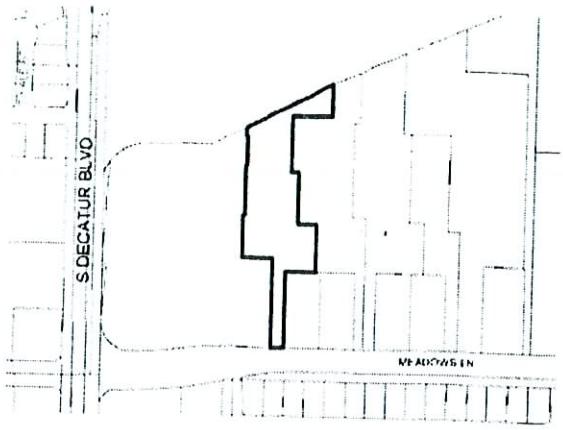
Date 5/11/09 Item 13P

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

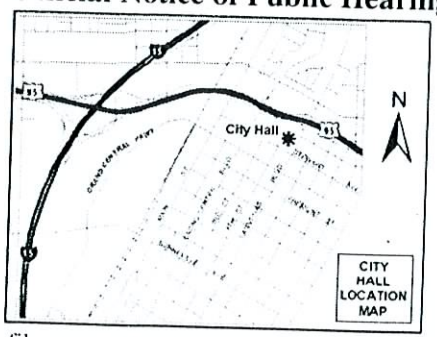
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development 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
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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

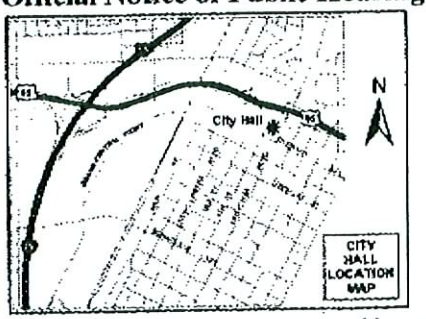
13P

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



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

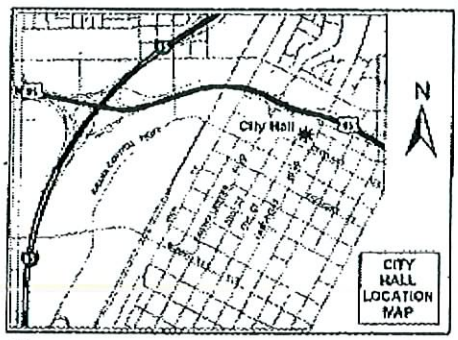
RECEIVED
MAY 05 2009

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



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

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.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 2, 2009

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

SUBJECT:

ROC-35306 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: HARMONY 2 LLC - OWNERS: HARMONY 2 LLC AND FARM HUALAPAI LLC - Request for a Review of Condition to change Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) TO ALLOW A SIDE YARD SETBACK OF THREE FEET WHERE 5 FEET IS THE MINIMUM REQUIRED FOR ALL LOTS OF A 70-LOT RESIDENTIAL SUBDIVISION WITH THE EXCEPTION OF 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, AND 60 on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way (APNs 126-13-612-001 through 068), R-PD7 (Residential Planned Development- 7 Units per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL

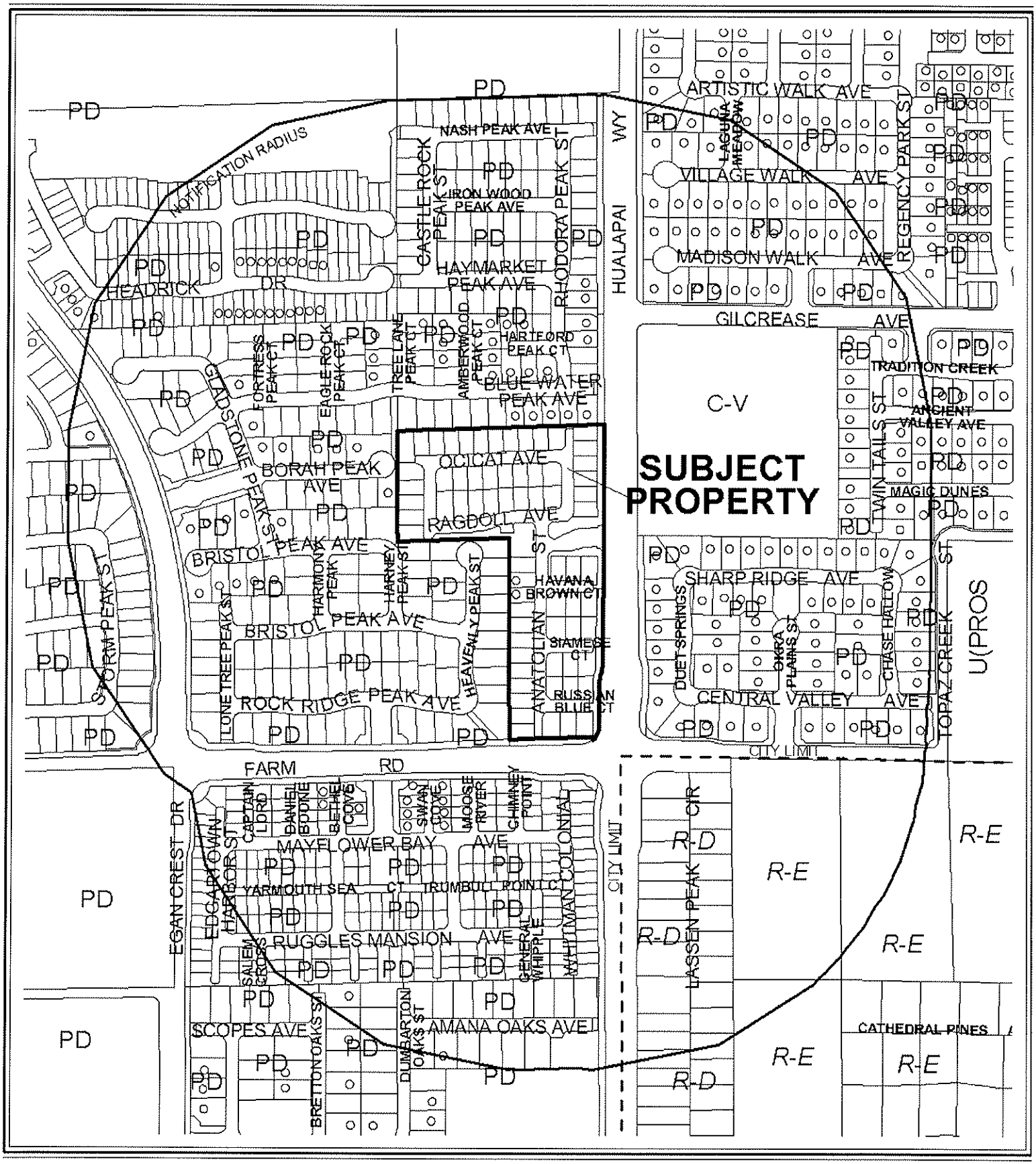
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-29026
6. Protest Postcards

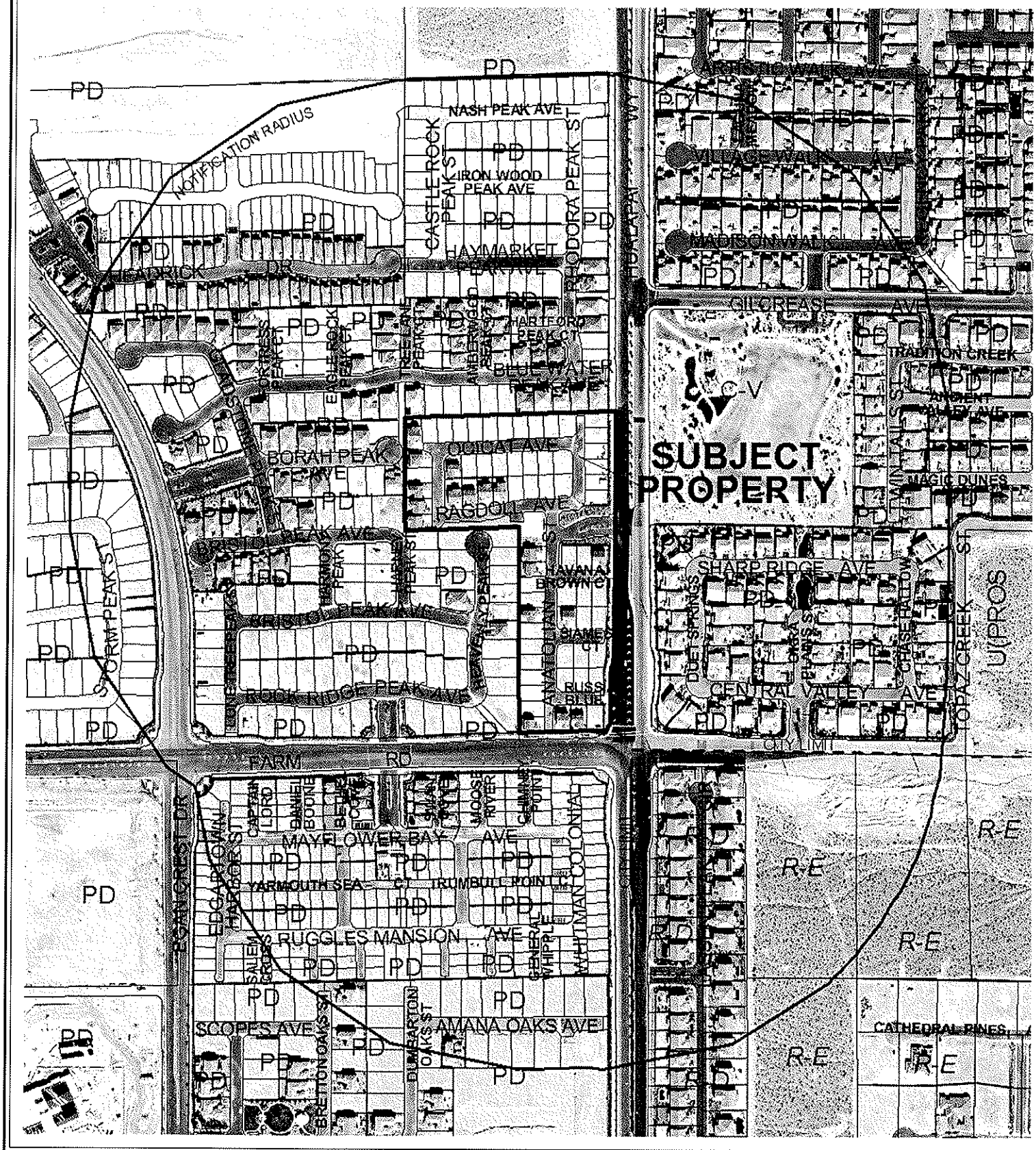


CASE: **ROC-35306**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT- 7 UNITS PER ACRE)



CASE: **ROC-35306**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT- 7 UNITS PER ACRE)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-35306 – REVIEW OF CONDITION – SITE DEVELOPMENT PLAN REVIEW – APPLICANT: HARMONY 2, LLC - OWNERS: FARM/HUALAPAI AND HARMONY 2, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Condition Number 6 of Site Development Plan Review (SDR-29026) shall be changed to read,

   "The setbacks for this development shall be a minimum of 18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, three feet on the side except for lots 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, and 60 which will have a five-foot side yard setback, 10 feet on the corner side, and five feet in the rear excluding rear lots backing Farm Road and lots backing residential to the west, which shall be 10 feet."

2. Conformance to all other conditions of approval for Site Development Plan Review (SDR-29026) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Review of Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) to reduce the side yard setback from five feet to a minimum of three feet for all lots of a proposed 70-lot residential subdivision with the exception of lots 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, and 60, which will keep the current five-foot side setback. A Final Map Technical Review (FMP-34440) was submitted on 06/22/09, but as of yet it has not been recorded. The applicant is requesting the change to Site Development Plan Review (SDR-29026) to introduce additional floor plans.

By changing the side setbacks to three feet, the dwellings will be at a closer proximity to the neighboring units, reducing privacy to the homeowners, while making it difficult to access utilities and the rear yard especially if access gates, walls, and/or air conditioning units are constructed between property lines. The proposed three-foot side setback is not acceptable as a standard for the development. Staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved a request for a Petition to Annex (A-0035-02) approximately 1,056.684 acres generally located between Grand Teton Drive to the north, Hualapai Way to the east, Puli Road to the west, and Centennial Hill Parkway and the I-215 Beltway with an effective date of 02/14/03. The Planning Commission recommended approval on 09/26/02.
10/07/04	The Planning Commission approved a request for a Tentative Map (TMP-4920) for a 69-lot single-family residential subdivision on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way.
09/15/04	The City Council approved a request for Rezoning (ZON-4368) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to R-PD7 (Residential Planned Development- 7 Units per Acre) on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way. The Planning Commission recommended approval on 07/22/04.
09/15/04	The City Council approved a request for a Site Development Plan Review (SDR-4370) for a 73-lot single-family residential development on 10.52 acres adjacent to the northwest corner of farm Road and Hualapai Way. The Planning Commission recommended approval on 07/22/04.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/15/04	The City Council approved a request for a Petition to Vacate (VAC-4420) U.S. Government Patent Easements and the Donald Nelson Avenue Right-of-Way, generally located west of Hualapai Way, north of Farm Road. The Planning Commission recommended approval on 07/22/04.
11/17/04	The City Council approved a request for a Review of Condition Number 5 (ROC-5445) of a previously approved Site Development Plan Review (SDR-4370) to allow a five-foot side yard setback where 10 feet is the minimum setback required for lots that have a side property line adjacent to Hualapai Way (Lots 3, 4, 9, 10, 15, and 16 on approved Site Plan) for an approved 68-lot single-family development on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way.
11/29/05	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-10106) for a 69-lot single-family residential subdivision on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way. The map was recorded on 08/04/06 as CLV Drawing #107Y4905.
10/01/08	The City Council approved a request for a Site Development Plan Review (SDR-29026) for a 70-lot single-family residential development on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way. The Planning Commission recommended approval on 08/28/08
10/15/08	The City Council approved a request for a Variance (VAR-29028) to allow 43,996 square feet of open space where 50,094 square feet are required for a 70-lot single-family residential development on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way. The Planning Commission recommended approval on 08/28/08.
01/08/09	The Planning Commission approved a request for a Tentative Map (TMP-31945) for a 70-lot single-family residential development on 10.52 acres at the northwest corner of Farm Road and Hualapai Way.
06/22/09	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-34440) for a 70-lot single-family residential development on 10.52 acres at the northwest corner of Farm Road and Hualapai Way. The map has not yet been recorded.
Related Building Permits/Business Licenses	
Several building permits were issued for single-family tract homes within the residential 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	10.52

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed 70-lot Single-Family Residential Development	PCD (Planned Community Development)	R-PD7 (Residential Planned Development- 7 Units per Acre)
North	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)
South	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)
East	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)
West	Single-Family Residences	PCD (Planned Community Development)	PD (Planned Development)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.030, the following Development Standards were approved for the subject residential subdivision:

Standard	Approved (10/1/08)	Requested
Minimum Setbacks:		
• Front	18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided.	Same
• ***Side***	5 feet	3 feet except for lots 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, and 60
• Corner side	10 feet	Same
• Rear	5 feet excluding rear lots backing Farm Road and lots backing residential to the west, which shall be 10 feet.	Same

ANALYSIS

The applicant is requesting a Review of Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) to change the required five-foot side yard setback to a minimum of three feet for 54 of the lots within a 70-lot residential subdivision with the exception of lots 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, and 60.

The Site Development Plan Review (SDR-29026) was approved in October 2008 with the applicant agreeing to the conditions and development standards for the proposed residential subdivision. The applicant is now asking for a reduction to the side yard setback to allow additional floor plans to be introduced to potential homebuyers.

Note: Previous Site Development Plan Review (SDR-4370) approved 09/15/04 had allowed a 3-foot side yard setback, but was superseded by the new Site Development Plan Review (SDR-29026) in 2008 with 5-foot side yard setbacks.

FINDINGS

By reducing the side yard setbacks, dwellings will be even closer together diminishing the privacy to homeowners, while making it difficult to access utilities and the rear yards especially if access gates, walls, and/or air conditioning units are constructed between property lines. The proposed three-foot side yard setbacks are not acceptable as a standard for the development; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-35306 APN: 126-13-612-002, 025-028, 034 037-056, 062-068

Name of Property Owner: Farm Hualapai, LLC

Name of Applicant: Harmony 2, LLC

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: Todd Parriott

Subscribed and sworn before me

This 31 day of July, 2009

[signature]
Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-35306 APN: 126-13-612-001, 004-006, 008-016 020-022, 024, 030

Name of Property Owner: Harmony 2, LLC

Name of Applicant: Harmony 2, LLC

Name of Representative: Slater Hanifan Group

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: _____

Print Name: JOHN RHODES

Subscribed and sworn before me

This 16th day of June, 2009

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
MARLENE J. WILKIE
My Appointment Expires
May 8, 2011
No: 03-81791-1



ROC-35306

09-02-09 CC

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

August 7, 2009

Planning & Development
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

Subject: Farm and Hualapai Justification Letter ROC

Dear Planner:

On behalf of our client, Harmony Homes, we respectfully request review and approval of the attached revised Site Development Plan Review (SDR). The site is generally located at the northwest corner of Hualapai Way and Farm Road and is currently comprised of 70 residential lots on approximately 10.52 gross acres for a project density of 6.5 dwelling units per acre. The project is currently zoned at R-PD7. **The developer is requesting a side yard set back of three feet where five is currently required.**

The subject project has the following approved entitlements:

ZON-4368 SDR-29026 ROC-5445 VAR-29028

Site Development Review ROC

Our client would like to amend the following condition for the setbacks within the currently approved SDR-29026:

1. Because of the current economic status of the housing market the applicant wishes to introduce additional floor plans to the development that have been successful in other subdivisions they are currently developing. To introduce this product they are asking for a review and approval of the set backs as stated below. The requested set backs had previously been approved for this project under SDR-4370. This request is for all lots except the following: 5,9,13,16,18,19,20,23-25,28-30,35,58 & 60.

Approved
18' Front Garage
5' Side Yard
10' Front to Building
10' Corner Side
5' Rear
10' Rear lots 19-31
10' Side lots 3,4,9 & 10

Requested
18' Front Garage
3' Side Yard
10' Front to Building
5' Corner Side
5' Rear
10' Rear lots 19-31
10' Side lots 3,4,9 & 10

RECEIVED
AUG 10 2009

5740 S. Arville Street #216, Las Vegas, NV 89118 ph (702) 284-5300 fax (702) 284-5399

ROC-35306
09-02-09 CC

If you have any questions or require further information, please do not hesitate to contact me at 284-5300.

Respectfully submitted,

SLATER HANIFAN GROUP, INC.

Alan Whittington, EI
Assistant Project Manager

ROC-35306
09-02-09 CC

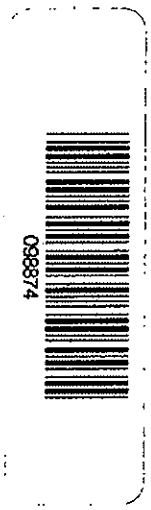
LAS VEGAS CITY COUNCIL

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

October 16, 2008

Mr. Paul Huygens
Farm Hualapai, LLC
1291 Galleria Drive, Suite #200
Henderson, Nevada 89014

RE: SDR-29026 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF OCTOBER 15, 2008
RELATED TO VAR-29028

Dear Mr. Huygens:

The City Council at a regular meeting held October 15, 2008 APPROVED the request for a Site Development Plan Review FOR A 70-LOT RESIDENTIAL SUBDIVISION on a 10.52 acre site on the east side of Tonkinese Avenue and Hualapai Way (APNs 126-13-612-001 through 068), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 16, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-4368) and Vacation (VAC-4420) 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. Site Development Plan Review (SDR-4370) shall be expunged, if approved.

4. All development shall be in conformance with the site plan and landscape plan date stamped 07/15/08 and building elevations date stamped 08/06/08, except as amended by conditions herein.

5. The standards for this development shall include a minimum lot size of 3,312 square feet and building height shall not exceed two stories or 35 feet, whichever is less.

6. The setbacks for this development shall be a minimum of 18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, five feet on the side, 10 feet on the corner side, and five feet in the rear excluding rear lots backing Farm Road and lots backing residential to the west, which shall be 10 feet.

ROC-35306
09-02-09 CC

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 as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications

8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

9. 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.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. Air conditioning units shall not be mounted on rooftops.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

14. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Submit an Amended Final Map for this site or coordinate with the City Surveyor to determine an acceptable mapping method; comply with the recommendations of the City Surveyor.

ROC-35306
09-02-09 CC

17. Dimensions and information presented on the submitted civil improvement plans shall match the future Amended Final Map. Revise drawings as necessary.

18. 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. All existing public improvements adjacent to this site damaged during construction shall be repaired at the applicant's expense.

19. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. 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.

20. Landscape and maintain all unimproved rights-of-way on Hualapai Way and Farm Road adjacent to this site.

21. Submit an Encroachment Agreement for all landscaping and private improvements located in the Hualapai Way and Farm Road public rights-of-way adjacent to this site prior to occupancy of this site.

22. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

23. 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.

24. Site development to comply with all applicable conditions of approval for ZON-4368 and all other subsequent site-related actions.

ROC-35306
09-02-09 CC

25. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that non-standard private drive/private street intersections are proposed within in this development.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Ron Gillette
Harmony Homes, LLC
4730 South Fort Apache Road, Suite #300
Las Vegas, Nevada 89147

Ms. Chelsea Pelteir
Slater Hanifan Group
5740 South Arville Street, Suite #216
Las Vegas, Nevada 89118

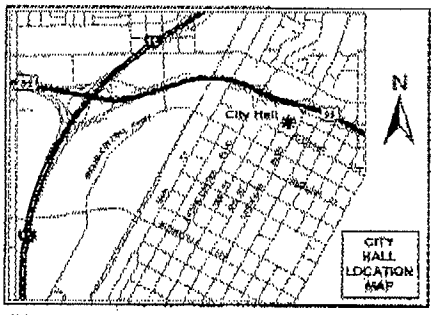
ROC-35306
09-02-09 CC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 21 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 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.

ROC-35306
City Council Meeting of **09/02/2009**

Case: ROC-35306

12518111011
FUNG TERRY K
9949 MADISON WALK AVE
LAS VEGAS NV 89149-3770

FAUDF11 89143

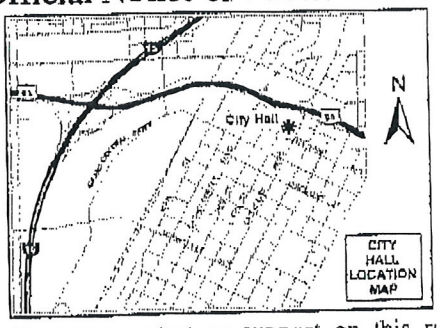
RECEIVED
CITY CLERK
2009 AUG 24 P 3:34

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 AUG 21 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 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.

ROC-35306
City Council Meeting of **09/02/2009**

RECEIVED
2009 AUG 25 P 2:11
CITY CLERK

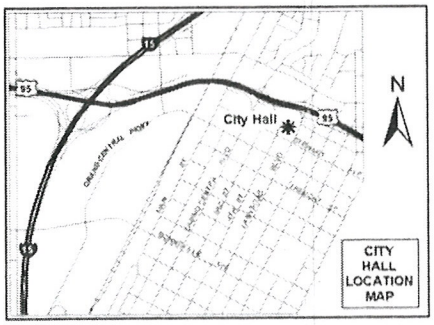
Case: ROC-35306
12613517023
CARROLL JENNIFER R
10233 HEADRICK DR
LAS VEGAS NV 89166-2501

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 AUG 21 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



2009 AUG 25 A 10:52
RECEIVED
CITY CLERK

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-35306
City Council Meeting of **09/02/2009**

Case: ROC-35306
12518211043
SHAVER RONALD & CAMILLE
7616 OKRA PLAINS ST
LAS VEGAS NV 89149-1940

FAVDF11 89149

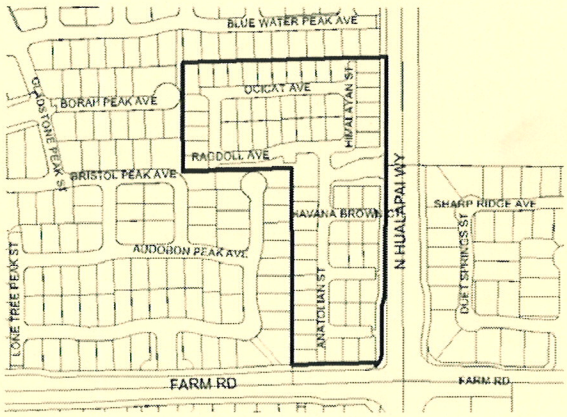
Application Information

ROC-35306 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: HARMONY 2 LLC - OWNERS: HARMONY 2 LLC AND FARM HUALAPAI LLC - Request for a Review of Condition to change Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) TO ALLOW A SIDE YARD SETBACK OF THREE FEET WHERE 5 FEET IS THE MINIMUM REQUIRED FOR ALL LOTS OF A 70-LOT RESIDENTIAL SUBDIVISION WITH THE EXCEPTION OF 5, 9, 13, ~~16,~~ 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, AND 60 on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way (APNs 126-13-612-001 through 068), R-PD7 (Residential Planned Development- 7 Units per Acre) Zone, Ward 6 (Ross).

THREE FEET IS TOO CLOSE TO THE DIVIDING WALL FOR A HOUSE — AT FIVE FEET, THE HOUSES ARE TOO CLOSE TOGETHER. THE OVER BUILDING OF 4 STORY APARTMENTS IN THIS AREA IS ALREADY CAUSING OVERCROWDING,

Ron Shaver

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***September 2, 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 there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

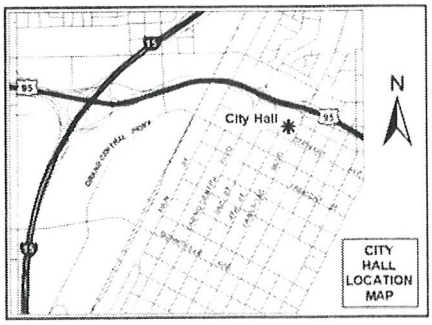
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 21 2009
MAILED FROM ZIP CODE 89101

RECEIVED
2009 AUG 25 A 10:52
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-35306
City Council Meeting of **09/02/2009**

Case: ROC-35306
12613616079
MALISZEWSKI JOSEPH R
10228 BORAH PEAK AVE
LAS VEGAS NV 89166-5208

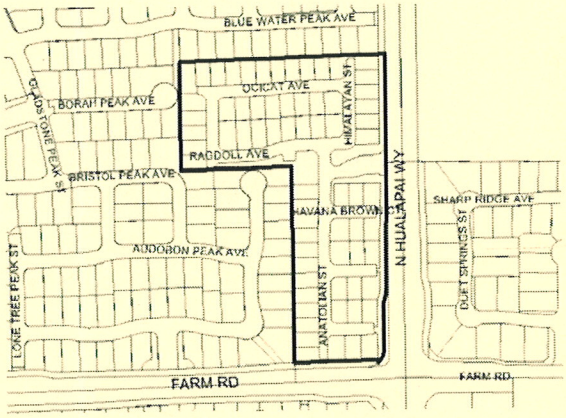
FAVOP11 89166

Application Information

ROC-35306 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: HARMONY 2 LLC - OWNERS: HARMONY 2 LLC AND FARM HUALAPAI LLC - Request for a Review of Condition to change Condition Number 6 of a previously approved Site Development Plan Review (SDR-29026) TO ALLOW A SIDE YARD SETBACK OF THREE FEET WHERE 5 FEET IS THE MINIMUM REQUIRED FOR ALL LOTS OF A 70-LOT RESIDENTIAL SUBDIVISION WITH THE EXCEPTION OF 5, 9, 13, 16, 18, 19, 20, 23, 24, 25, 28, 29, 30, 35, 58, AND 60 on 10.52 acres on the east side of Tonkinese Avenue and Hualapai Way (APNs 126-13-612-001 through -068), R-PD7 (Residential Planned Development- 7 Units per Acre) Zone, Ward 6 (Ross).

STOP THE INSANITY!
REFUSE TO LET THESE LOTS GET SMALLER. THEY ARE TOO SMALL ALREADY.
IT'S ALL ABOUT GREED AND MAKING MORE MONEY.
DENY THE REQUEST!!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***September 2, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

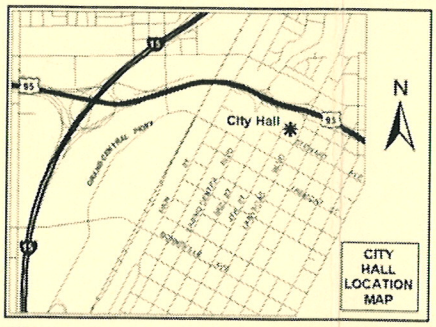
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

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 AUG 21 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 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.

ROC-35306
City Council Meeting of **09/02/2009**

RECEIVED
CITY CLERK
2009 AUG 25 A 10:52

Case: ROC-35306
12518212032
GLAZE KEITH & VANESSA
9937 TRADITION CREEK AVE
LAS VEGAS NV 89149-1945

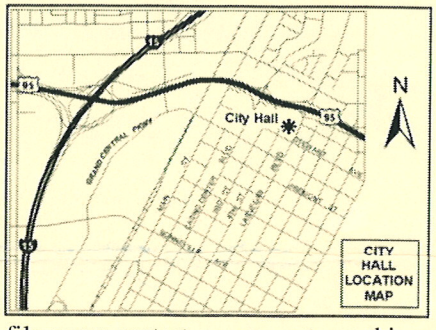
89149$1 48 1C 07

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 AUG 21 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 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.

ROC-35306
City Council Meeting of **09/02/2009**

Kim Kaempfer
8/24/09

RECEIVED
CITY CLERK
2009 AUG 25 A 10:51

Case: ROC-35306
12613616003
KAEMPFER GARY A & KIMBERLIE K
10243 BLUE WATER PEAK AVE
LAS VEGAS NV 89166-5211

FAVOF11 89166

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 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.: **81.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 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

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 2, 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